

CALL TO ORDER**REGULAR SESSION**

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

RECOGNITION

LIFE-SAVING AWARD – OFFICER CONNOLLY, OFFICER J. GARCIA

PUBLIC HEARINGS

- Reconsideration of Ordinances Z-52-21 and Z-53-21 Regarding Zoning Text Amendments and Variation to Allow a New Electronic Message Board Billboard in the Southeast Portion of the Proposed Development at Mannheim Road and Pratt Avenue (2805-2845 Mannheim)/**FIRST READING – ORDINANCE Z-52-21**: Amending the Text of the Des Plaines Zoning Ordinance Regarding Billboards *and* **FIRST READING – ORDINANCE Z-53-21**: Approving a Major Variation from Section 12-11-6.B of the City of Des Plaines Zoning Ordinance at 2805-2845 Mannheim Road
- 2020 CDBG Consolidated Annual Performance & Evaluation Report (CAPER)/**RESOLUTION R-192-21**: Approving the Community Development Block Grant Program Consolidated Annual Performance and Evaluation Report for Program Year 2020

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-193-21:** Approving the Second Renewal of a 2-Year Contract with Clauss Brothers, Inc., for Nuisance Abatement and Grass Cutting Services for the Period January 1, 2022 – December 31, 2023
2. **RESOLUTION R-194-21:** Approving the First Renewal of a 2-Year Contract with Citywide Elevator Inspection Services, Inc. for Elevator Inspection and Safety Device Plan Review Services for the Period January 1, 2022 – December 31, 2023
3. **RESOLUTION R-196-21:** Approving the Purchase of a Morbark Eger Beever 2131-SA Wood Chipper Through Sourcewell Contract #031721-MBI from Alexander Equipment, Lisle, Illinois in the Amount of \$95,961.06. Budgeted Funds – Equipment Replacement.
4. **RESOLUTION R-197-21:** Approving Task Order No. 9 with FGM Architects, Inc., Oakbrook, Illinois for Design Services for the Remodeling of Fire Station 61 in the Amount Not-to-Exceed \$54,100. Budgeted – Facilities Replacement Fund.
5. **RESOLUTION R-198-21:** Approving Task Order No. 10 with FGM Architects, Inc., Oakbrook, Illinois for Design Services for the Enclosure of the Walkway Between City Hall and the Police Station in the Amount Not-to-Exceed \$46,845. Budgeted Funds – Facilities Replacement Fund.
6. **RESOLUTION R-199-21:** Approving a Master Contract with Manhard Consulting, Ltd., Lincolnshire, Illinois for Professional Engineering Services
7. **RESOLUTION R-201-21:** Approving an Intergovernmental Agreement with the Illinois Department of Transportation (IDOT) for Improvements to U.S. Route 14 West of Nicholas Drive to Western Avenue in the Amount of \$1,006,250. Budgeted Funds – Capital Projects.
8. **SECOND READING – ORDINANCE M-28-21:** Adding a New Class “B” Liquor License (Retail/Bulk/Alcohol Primary Sales for Off-Site Consumption Only) for Cosecha Wine & Spirits, LLC, 1670 South River Road
9. **SECOND READING – ORDINANCE M-29-21:** Terminating the Designation of TIF #1 as a Redevelopment Project Area Under the Tax Increment Allocation Redevelopment Act
10. Minutes/Regular Meeting – November 15, 2021

APPOINTMENTS (for your consideration only – no action required)

Youth Commission

Maria Rosa Cullotta – Term to Expire 9/4/2024

UNFINISHED BUSINESS

1. **SECOND READING – ORDINANCE Z-55-21:** Amending the Text of the Zoning Ordinance of the City of Des Plaines Regarding Off-Street Parking in Approved Planned Unit Developments, Collective Off-Street Parking, and Electric Vehicle Charging Parking Spaces, as *Amended at the 11/15/21 City Council Meeting, Reflecting 300-foot requirement*

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
 - a. Warrant Register in the Amount of \$6,178,130.41 – **RESOLUTION R-200-21**
2. **COMMUNITY DEVELOPMENT** – Alderman Malcolm Chester, Chair
 - a. Consideration of Conditional Use and Variations for a Livery Service Use at 580 S. Wolf Road – **FIRST READING – ORDINANCE Z-56-21** (*deferred from 11/15/21 City Council Agenda*)
 - b. Consideration of Conditional Use and Variation for an Adult Use (Recreational) Retail Cannabis Dispensary at 1504 Miner Street – **FIRST READING – ORDINANCE Z-57-21**

OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER

ADJOURNMENT

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

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



POLICE DEPARTMENT

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

MEMORANDUM

Date: November 17, 2021
To: Michael G. Bartholomew, City Manager
From: Deputy Chief Dan Shanahan *643
Subject: Life Saving Award- Ofc. Connolly *494 and Ofc. J. Garcia *528

Issue: Officers Connolly and Garcia responded to a single vehicle traffic accident in the 1300 block of Jefferson St. Ofc. Connolly made contact with the driver, and Ofc. Connolly observed the driver had multiple lacerations to his upper, left thigh. The driver suffered major blood loss and appeared to be in shock. Ofc. Connolly removed his tourniquet and prepared it to be applied to the driver's wound in order to stop further blood loss. Ofc. Garcia took Ofc. Connolly's tourniquet and began to apply it above the wound. Ofc. Connolly verbally calmed the driver while coaching Ofc. Garcia through the proper application of the tourniquet. The tourniquet eventually stopped the bleeding, and the Des Plaines Fire Department continued life saving measures.

Analysis: The actions of these officers saved the subject's life.

Recommendation: Ofc. Connolly and Ofc. J. Garcia each should be honored and presented with a life-saving award and medal.



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 23, 2021

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

From: John T. Carlisle, AICP, Director of Community & Economic Development *JTC*

Subject: **Public Hearing for Reconsideration of Ordinances Z-52-21 and Z-53-21**
Case 21-042-TA-V: Zoning Text Amendments and Variation to Allow a New
 Electronic Message Board Billboard in the Southeast Portion of the Proposed Development
 at Mannheim Road and Pratt Avenue (2805-2845 Mannheim Road)

Update: At its October 18, 2021, meeting the City Council *approved* Ordinance Z-51-21, which granted necessary zoning relief for a proposed commercial development on the approximately four-acre site at the southeast corner of Mannheim Road and Pratt Avenue. The Council advanced the item to second reading, granting final approval of the ordinance. However, at the same meeting, the Council *denied* Ordinances Z-52-21 and Z-53-21, which would have approved a separate but related petition for relief to install a new billboard sign in the southeast corner of the development.

At its November 1, 2021 meeting, the Council voted 6-2 in favor of a motion to reconsider the denial of Ordinances Z-52-21 and Z-53-21. The Council referred the matter for a public hearing, for which due public notice has been given. To accommodate due notice, the hearing has been scheduled for December 6, 2021. The Council may at the conclusion of the hearing vote on the Ordinances. Separate motions, one for each Z-52-21 (zoning text amendments) and Z-53-21 (major variation), would be required for approval of the requests.

The Council *may* find the following information useful in its consideration. This information is either new or may not have been prominently highlighted in the discussion on October 18. The petitioner has submitted additional or clarified information, which is Attachment 11 to this report and summarized here:

- Image Des Plaines LLC, the billboard company, is the sole contract purchaser of the land for the commercial development site. Assuming completion of the contingent real estate transaction with seller Prominence Des Plaines LLC, Image Des Plaines – not the retail developer, GW Properties – will control the site. For this reason, the plans proposed by GW cannot be realized without the participation and cooperation of Image Des Plaines.

- Assuming approval of the billboard petition, which would facilitate the planned transaction between Image Des Plaines and GW Properties, GW can confirm all four tenant uses in the commercial development and three of the brands:
 - Outback Steakhouse in a 5,000-square-foot freestanding building;
 - First Watch, a breakfast-lunch restaurant, in a 4,000-square-foot “end cap” space in the multitenant building;
 - Five Guys Burgers and Fries in a 2,500-square-foot end cap unit; and
 - A retail cannabis (adult use/recreational) dispensary in the 4,000-square-foot middle space of the multitenant building. The petitioner is not disclosing the brand of the operator.

As a result of the approved zoning map amendment to the C-3 district (Ord. Z-51-21, October 18, 2021), all of these uses are permitted. Renderings of the proposed First Watch are attached.

- The development would generate additional revenue in multiple ways:
 - **Property tax:** The current annual property tax bill is about \$64,000. Based on comparable commercial development in the area¹, an estimated annual property tax bill for the proposed development is \$220,000. Because the property is located in TIF District No. 7, the additional annual revenue – estimated at approximately \$150,000 – would go into the TIF 7 fund, which has a negative fund balance². Neither Image Des Plaines nor GW are asking for TIF or any other incentives.
 - **Food and beverage tax:** The following are annual average national per-store sales³ for each of the proposed restaurant tenants:
 - **Outback:** \$3.6 million
 - **First Watch:** \$1.6 million
 - **Five Guys:** \$1.2 million

Applying the one percent local tax and these volumes, an estimated \$64,000 in local food and beverage tax could be generated annually, assuming average performance of the stores.
 - **Local cannabis tax:** Research from various cannabis business sources reveals a range of national average annual sales between \$974⁴-\$1,773⁵ per square foot. Using the middle of the range, annual sales in this location would be an estimated \$5.5 million, which would generate \$165,000 per year through the City’s three percent cannabis tax, not including additional sales taxes (e.g. Municipal Retailer’s Occupation Tax, Home Rule Retailers’ Occupation Tax).

¹ Longhorn Steakhouse at 1470 E Touhy and the Starbucks-Potbelly multitenant center at 2655-2695 Mannheim.

² The FY2022 City budget may be reviewed for more details. See Page 315, accessible at: <https://www.desplaines.org/civicax/filebank/blobdload.aspx?t=34786.23&BlobID=30965>

³ 2020 NRN Top 200 Report PDF (2021). Nation’s Restaurant News. Accessible at: <https://www.nrn.com/store-topics/top-200>.

⁴ McVey, E. (2021). “Chart of the Week: Cannabis Retailers Excel in Key Revenue Metric.” MJBizDaily. Accessed at <https://mjbizdaily.com/chart-of-the-week-cannabis-retailers-excel-in-key-revenue-metric/>.

⁵ Evans, M (2019, January 10). “This is how much the average dispensary makes a month.” CannaSOS. Accessed at <https://cannasos.com/news/business/this-is-how-much-the-average-dispensary-makes-a-month>.

- The petitioner has stated in their submittals as well as at the October 18 meeting that soil quality and environmental site issues make the project costlier than a typical commercial development on a similar site. They have provided additional details:
 - Soil excavation, hauling, and disposal will be up to \$500,000 more for this site than normal. *(The Council may wish to ask how this estimate is derived.)*
 - Poor soils will lead to more expensive and complicated building foundations and footings to obtain proper structural integrity of the new buildings.
- The property is bound to certain covenants and restrictions such as building height, building locations, and signage locations.
- For Image Des Plaines and GW to execute a deal to begin the development, the petitioner has said the necessary zoning entitlements for the proposed billboard – the requests for text amendments and variation – must be approved.

Issue: The petitioner and contract purchaser of 3.8 acres at the southeast corner of Mannheim Road and Pratt Avenue (2805-2845 Mannheim Road) proposes erecting a new electronic message board billboard in concert with a proposal for a restaurant-retail development (Case 21-041-MAP-TSUB-V, tentatively approved by Ordinance Z-51-21). The petitioner is requesting approval of text amendments to two Sections of the Zoning Ordinance to allow the project: 1.) To Section 12-11-5.H, which currently allows electronic message board billboards only through the conversion of existing static billboards, and 2.) to 12-11-6.B to increase the maximum number of City billboard permits that can be issued from 12 to 13, as well as an exemption for billboards from the 600-square-foot area limitation for all signage on lots of 5 acres or less. Finally, the petitioner is seeking a variation to allow a portion of a billboard to be within 300 feet of a residential property line (127 feet).

PINs:	09-33-300-001-0000; 09-33-300-002-0000; 09-33-300-003-0000; 09-33-300-004-0000; 09-33-300-005-0000; 09-33-300-006-0000; 09-33-300-007-0000; 09-33-300-008-0000; 09-33-300-009-0000; 09-33-301-008-0000; 09-33-301-014-0000; 09-33-301-015-0000
Petitioner:	Image Des Plaines LLC (Contact: Mike Scheid, Image Media, 5101 Darmstadt Rd. Suite A Hillside, IL); Image Des Plaines is the contract purchaser of the undeveloped parcels.
Owners:	<i>Undeveloped Parcels:</i> Prominence Des Plaines LLC, 1375 Remington Rd, Suite E, Schaumburg, IL 60173; <i>Outlot A/Existing Billboard:</i> Image Des Plaines LLC
Existing Zoning:	C-3 General Commercial District
Surrounding Zoning:	North: C-3 General Commercial District South: C-3 General Commercial District East: C-3 General Commercial District West: Commercial (Village of Rosemont)
Surrounding Land Use	North: Commercial (banquet hall) South: Tollway; Orchards at O'Hare commercial development East: Railroad; ComEd facility West: Commercial (hotel)

Street Classification	Mannheim Road is an arterial road, and Pratt Avenue is a local road.
Comprehensive Plan	Commercial is the recommended use of the property
Project Description:	<p>Image Des Plaines LLC is contract purchaser of the undeveloped approximately four acres at the southeast corner of Mannheim Road and Pratt Avenue, roughly bordered by the Canadian National rail line on the east and I-90/Tollway on the south. Aside from an existing static billboard in the southwest corner of the site, it is currently vacant, despite having received redevelopment interest in the past (most notably for a La Quinta Inn motel that did not materialize). As depicted in Exhibit B to the ordinance approving the variation, in the southeast corner of the site the petitioner intends to erect a new electronic message board billboard on one sign face (facing east), a static billboard on the other sign face (facing west), on a structure not to exceed 99 feet in height. Each 1,200-square-foot sign face is aimed at I-90 traffic. The last time the City raised its allowance for number of billboard permits was in 2005 by Ordinance Z-24-05. The new billboard would be wholly within Lot 4 in the subdivision proposed in the Tentative Plat of Subdivision that is part of the application for Case 21-041-MA-TSUB-V (Ordinance Z-51-21). According to the petitioner, the billboard is integral to the financing for the commercial development proposal inherent to that application.</p>

However, permitting the billboard requires 1.) a text amendment to Section 12-11-5 to allow an electronic message board as an *initial* installation, as currently they may only occur through conversions of existing static, non-electronic billboards; 2.) a text amendment to Section 12-11-6 to increase the maximum number of total City billboard permits (both static and electronic message board) from 12 to 13; 3.) another text amendment to 12-11-6 to exempt billboards from the signage limitation of 600 square feet on parcels of less than 5 acres; and 4.) a variation from the provision that requires at least 300 feet between any portion of a billboard and a residential property line. The closest portion of the proposed billboard “V” (i.e. two sign faces) is the northeast corner. Per the measurement method prescribed by the Ordinance, the billboard is 127 feet from residentially zoned property, which is PIN 09-33-302-002, an unimproved, wooded property owned by ComEd. However, the closest lot line of a property improved with a residence is 316 feet away. Based on staff review, the proposed billboard would meet the other zoning and location requirements, which generally include:

- The proposed location must be on a lot zoned C-1, C-2, C-3, M-1 M-2 or M-3 (the subject site is now zoned C-3);
- The billboard must be within 660 feet of I-90 or I-294
- The proposed billboard must satisfy the spacing requirements of the Illinois Advertising Control Act
- All third-party government approvals must be obtained

The petitioner has already sought approval from the Illinois Department of Transportation and the Federal Aviation Administration. However, no billboard can be constructed on this property without first obtaining approval from the City of Des Plaines.

PZB Action

The PZB held a public hearing and reviewed and concurred with the petitioner's responses to text amendment and variation standards and the staff memo comments, which are captured in the excerpt to the draft minutes of the September 28, 2021 meeting (Attachment 10). The Board voted 5-0 to recommend approval of both requests.

City Council Procedure and Recommended Conditions

Pursuant to Section 12-3-7.D.4 and 12-3-6.G of the Zoning Ordinance, the City Council may vote to approve, approve with modifications, or deny the requests. The Council has final authority over the text amendments and variation. Two ordinances are attached: Ordinance Z-52-21 would approve the zoning text amendments and Ordinance Z-53-21 would approve the variation. Each requires a separate motion and vote.

Should the Council vote to approve the request, the following conditions for the variation are recommended:

1. The elevation drawing is revised so the billboard structure will not exceed 99 feet in height.
2. All required Illinois Department of Transportation (IDOT) and Federal Aviation Administration (FAA) approvals are completed and obtained.

Additionally, the recommended effective date of the variation is tied to the installation of building foundations for the commercial development approved by Ordinance Z-51-21.

Attachments:

Attachment 1: Location/Zoning Map

Attachment 2: Proposed Text Amendments

Attachment 3: Responses to Text Amendment Standards

Attachment 4: Responses to Variation Standards

Attachment 5: Project Narrative

Attachment 6: Staff Photos

Attachment 7: Lighting Study

Attachment 8: IDOT and FAA Documents

Attachment 9: Letter from PZB Acting Chairman Paul Saletnik

Attachment 10: Excerpt from Draft Minutes of September 28, 2021 PZB meeting.

Attachment 11: Petitioner Additional Information

Ordinance Z-52-21**Ordinance Z-53-21**

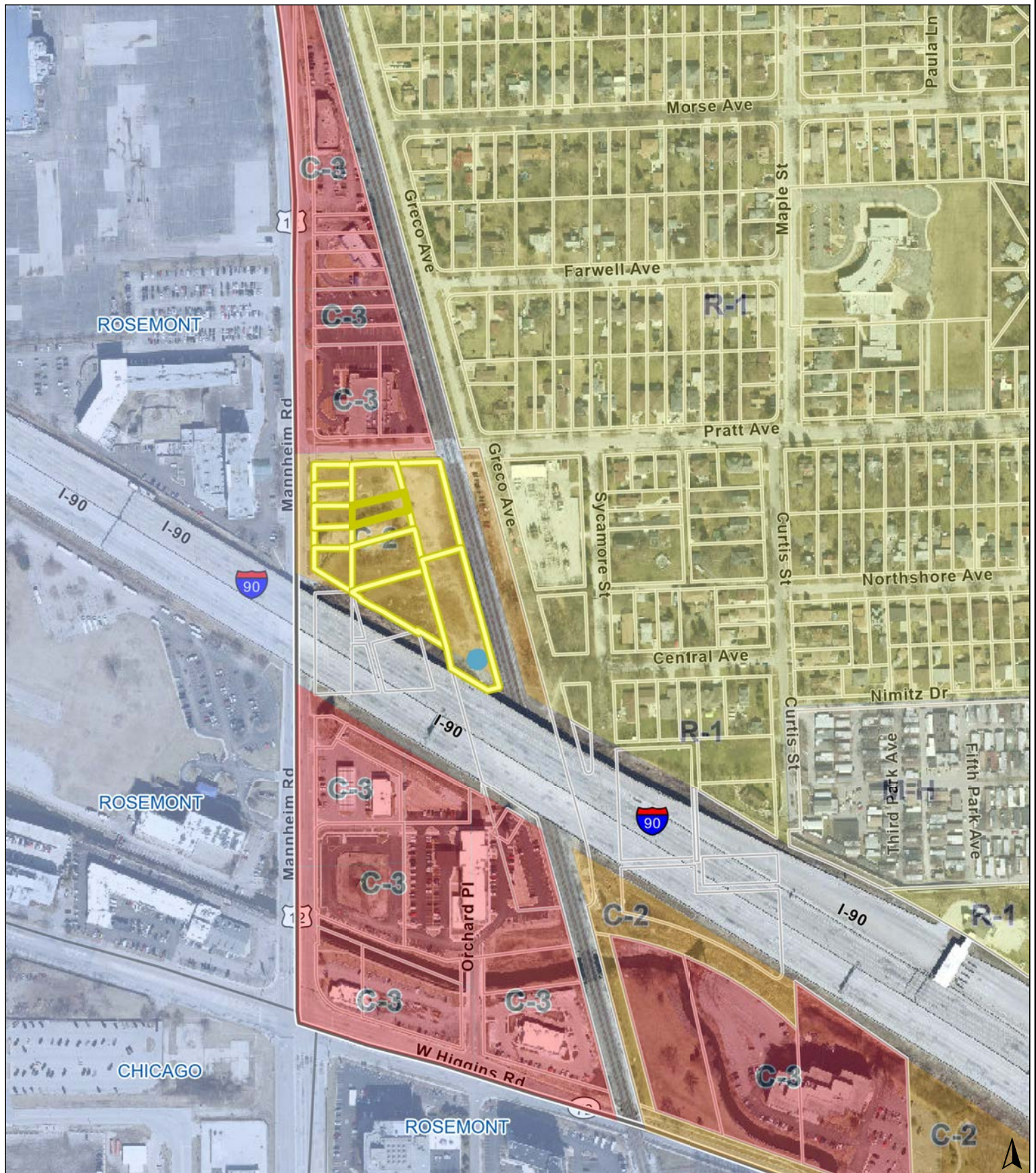
Exhibit A: Legal Description

Exhibit B: Plat of Survey/Identified Location of Proposed Billboard

Exhibit C: Distance Exhibit

Exhibit D: Elevation Drawing of Billboard

Exhibit E: Unconditional Agreement and Consent



0 500 1000
ft

Print Date: 9/21/2021

Notes

Blue dot = approximate location of billboard

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

Proposed additions are **bold and double-underlined**. Proposed deletions are ~~struck through~~. Some surrounding unamended text is included for context.

##

12-11-5: SIGN STANDARDS BY SIGN TYPE

H. Electronic Message Board Billboard: **A new electronic message board billboard may be permitted subject to the standards and regulations for billboards generally and electronic message board billboards set forth in section 12-11-6 of this chapter.** The static billboard panels of a qualified billboard may be converted to electronic message board panels only pursuant to an electronic message board billboard permit issued by the City, and subject to the standards and regulations for electronic message board billboards set forth in section [12-11-6](#) of this chapter. For the purposes of this subsection, a qualified billboard must meet the following criteria:

1. The billboard was erected prior to the effective date of this subsection. If the billboard is relocated in accordance with subsection [12-11-10C](#) of this chapter, the date the billboard was originally erected, prior to relocation, will be determinative.
2. The billboard must be a legally conforming billboard. For the purposes of this subsection only, an applicant for an electronic message board billboard permit may establish that the existing billboard is legally conforming by either:
 - a. Providing proof that the existing billboard was erected pursuant to a valid permit issued by the City; or
 - b. Providing documentation to show that the existing billboard conforms with all of the standards and regulations as set forth for billboards in section [12-11-6](#) of this chapter except for the permit requirement.
 - c. Notwithstanding section [12-11-10](#) of this chapter, if a billboard is not legally conforming in accordance with subsection H2a or H2b of this section, the removal and replacement of the sign in the same location for the sole purpose of converting the static panels to electronic message board panels is permitted only as a conditional use pursuant to section [12-3-4](#) of this title, and subject to the standards and regulations for electronic message board billboards as set forth in section [12-11-6](#) of this chapter.
3. The billboard must have a valid IDOT sign permit.
4. The billboard must be located within six hundred sixty feet (660') of I-90 or I-294.

##

12-11-6: REGULATION BY DISTRICT CLASSIFICATION:

B. Commercial, Manufacturing And Institutional Districts:

Sign Type	Number, Height, And Other Limitations ²
Billboards	Billboards shall be permitted only within the C-1, C-2, C-3, M-1, M-2 and I-1 districts and located within 660 feet of I-90 and I-294 toll roads.
	Structure must be in compliance with the Illinois department of transportation regulations and a valid current IDOT permit must be presented with the application for city permits.
	The city shall cause to be permitted no more than 12 13 permits for outdoor advertising structures (billboards) under subsection 12-11-3C3, "Billboard Permits", of this chapter. <u>The 13th billboard permit may be issued only in accordance with Ordinance Z-53-21.</u> As of amendatory ordinance Z-24-05, all 12 permits have been allocated to permittees.
	Total surface area of the signs shall not exceed 1,200 square feet per face and 2,400 total square feet for a double faced sign.
	Height of the sign shall not exceed 99 feet from the base of the pole to the top of the structure or 65 feet from the surface of the pavement of the lane closest to the structure, except as otherwise provided by a limited variation ordinance adopted by council.
	All billboards must meet the spacing requirements as required by the Illinois advertising control act.
	No portion of a billboard shall be allowed within 300 feet of a residential property line. This distance shall be measured at ground level from a line perpendicular to the closest part of the billboard to the residential property line.
. . .	
Electronic message board billboards	The electronic message board panel must not exceed the square footage of the static panel replaced by the electronic message board panel or 1,200 sq. ft., whichever is less.
	The electronic message board panel must not exceed the square footage of the static panel replaced by the electronic message board panel or 1,200 sq. ft., whichever is less.

	The electronic message board must be adequately screened from any residential zoning district.	
	The electronic message board panel may only face the I-90 or I-294 rights-of-way.	
	The applicant must submit an affidavit stating that all required permits or approvals from IDOT, the FAA, or any other government or regulatory agency or body with proper jurisdiction, have been obtained for the proposed electronic message board billboard.	
	The images and text displayed on the electronic message board may be changed no more frequently than once every 10 seconds or as established by Federal or State guidelines for digital signage along an interstate, whichever is greater. Each change must be completed in 1 second or less.	
	Sounds, animation, moving video, flashing, blinking, spinning, or any other appearance of movement are prohibited.	
	The sign must possess an ambient light sensor and utilize automatic dimming capabilities so that the maximum luminescence level is not more than 0.3 foot candle over ambient light levels measured as close to perpendicular to the sign face as possible and measured from the appropriate distance as set forth in the table below:	
	Sign Face Size	Distance From Which To Measure
	Under 300 sq. ft. 300 - 385 sq. ft. 386 - 680 sq. ft. 681 - 1,200 sq. ft.	150' 200' 250' 350'
	The applicant, with written permission from the landowner, must apply for and obtain the following permits from the City prior to performing any alterations to the existing billboard: 1) a building permit for the electronic message board panels and support structure; and 2) an electronic message board billboard sign permit. Plans prepared by a licensed structural engineer must be submitted with the permit application.	

	City sponsored messages must be made available for display on the electronic message board on a regular rotation, as determined by agreement between the City and the applicant. City sponsored messages include without limitation Amber Alerts, FBI wanted messages, weather alerts, and messages promoting City sponsored events. The City sponsored messages will be displayed at no cost to the City.
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Notes:

1. In the case where there are multiple uses in a single structure (i.e., commercial strip shopping center) 1 wall sign is permitted for each business, however the aggregate total square footage of all signs shall not exceed the limits set forth in this section.
2. On parcels less than 5 acres, the total square footage area of all signs shall not exceed 600 square feet, **not including area for static or electronic message board billboards.**

STANDARDS FOR TEXT AMENDMENTS

The Planning and Zoning Board and City Council review the particular facts and circumstances of each proposed Text Amendment in terms of the following standards. Keep in mind that in responding to the questions below, you are demonstrating that the proposed text change is appropriate for the entire jurisdiction, not just a particular site. Please answer each question completely and thoroughly.

1. Is the proposed amendment consistent with the goals, objectives, and policies of the Comprehensive Plan?

Yes the amendment and redevelopment is consistent with the comprehensive plan. The current contaminated, vacant, 3.81-acre parcel will be purchased by Image Des Plaines, LLC and GW Properties and developed in accordance with Village staff requirements. Subject to amendment approval, Image Des Plaines, LLC is contributing over 1-million dollars to the development partner, to offset the cost of purchase and remediation.

2. Is the proposed amendment compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property?

Yes, the proposed amendment is consistent with similar developments in the immediate vicinity. There are numerous billboards through out the general area, including a sign immediately to the west. On the south side of I-90 there are (4) four signs, spaced 500' ft apart, beginning at Mannheim road and moving East. To the East of subject site, a railroad and forested area exists to buffer residential properties. The proposed sign will be positioned so as to have no impact on the residential area.

3. Is the proposed amendment appropriate considering the adequacy of public facilities and services available to the subject property?

Yes. No public facilities or services have been utilized to the vacant property over the past 20-years. The redevelopment of this parcel will provide for enhanced services and facilities contributed by the developer, ie: rebuild water lines, utilities etc.

4. Will the proposed amendment have an adverse effect on the value of properties throughout Des Plaines?

No, the proposed amendment will have a positive effect. With the passage of the amendment, Image Des Plaines, LLC and GW Properties will close on the property and begin the redevelopment process of the 3.8-acre parcel. It is anticipated that three to four buildings consisting of restaurant and retail space, will take place on this property, resulting in a net benefit to the surrounding properties and City of Des Plaines.

5. Does the proposed amendment reflect responsible standards for development and growth?

Yes. Billboards have been removed with no additional sites replacing them over the past few years. This site was approved for a second billboard in 2004-2005. The redevelopment of the property will provide for additional services to the community, clean-up an adverse health concern, and increase the tax base.

STANDARDS OF VARIATIONS

1. What would you describe as the hardship(s) that prevent you from being able to carry out the strict letter of the provisions of the Zoning Ordinance?

The Zoning Ordinance requires a 300' foot distance from the edge of an advertising sign structure to a residential zoned lot. Our proposed sign is approximately 340' feet to the closest edge of a residential lot containing a residential dwelling. We are seeking relief from arbitrary residential zoning which happens to be a ComEd substation as well as a non-buildable lot which is also zoned residential. The distance from our sign to the middle of Greco Ave, to the East is approximately 160' feet. Our proposal does meet the "spirit" of the ordinance by virtue of the approximate 340' foot measurement to a utilized residential lot. However, the strictest interpretation results in an approximate 140' foot shortfall when measured to the West of the ComEd distribution facility, and the center of Greco Ave.

2. How do site conditions prevent the reasonable use of your land under the terms of the Zoning Ordinance?

There are no apparent site conditions which prevent our proposed use of the land for our billboard development. There are no utilities or topographic issues, etc. However the overall 3.8 acre subject property does contain significant contamination. It is anticipated the developer/co-buyer of the property will use our significant easement purchase revenue to offset required remediation costs. Without our substantial financial contribution, the property may remain undeveloped for the foreseeable future.

3. To the best of your knowledge, can you affirm that the physical condition of your property was not created by an action of anyone having property interests in the land after the Zoning Ordinance of 1998 was adopted, or as the result of other governmental action, or was created by natural forces:

Yes. It is our understanding prior to the property consolidation in the early 2000's there was significant contamination activity by a number of the individual parcel owners. The current ownership including Image Des Plaines, LLC did not contribute to the contamination but will ultimately have to pay for its removal.

4. How would the denial of the variation deprive you from rights enjoyed by other persons subject to the same provisions?

The utilized residential properties approximately 340' feet to the East are effected to some degree by the three (3) billboard sites on the south side of the expressway which

face towards their properties. The closest of these signs is approximately 330' feet from residential. Although our sign is a similar distance to the occupied residential dwellings there are additional physical barriers between our proposed sign and the residents. The railroad crossing barrier as well as a heavily wooded area of approximately 275' feet lies between our sign site and the residential to the East. The existing trees are taller than the height of our sign and provide a natural screening. Finally and most significantly, our Eastern facing sign display will be positioned in a Southeasterly direction which will minimize its visibility to the residential property to the East. Due to these factors, we believe our proposed sign will be less impactful than the three (3) existing signs on the South side of the highway.

5. Is the requested variation the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of the Zoning Ordinance?

Yes. We are seeking the recognition that the 300' foot spacing measurement was intended to be measured from a sign to an occupied residential zone. In the above circumstance we are approximately 340' feet away. In the alternative, we are seeking an acknowledgement that the 160' foot spacing from our sign to the nearest residential zoning (which is the middle of Greco Ave.) is extremely misleading due to the fact that the ComEd distribution facility lies between Greco Ave. and occupied residential zoning East of Sycamore St. The ComEd distribution facility is not an appropriate use for a residential district.

6. Will the granting of the variation be in harmony with the neighborhood and the provisions of the Zoning Ordinance from which it is being sought?

We believe the variance will enhance the property by virtue of the financial contribution Image Des Plaines, LLC is contributing to the property's redevelopment. In addition to the natural forested barrier between our sign site and the residential district the economic influx that Image Des Plaines, LLC is contributing to the project will result in a grouping of two (2) or three (3) restaurants and retail space, which will not only benefit the surrounding neighbors but will add needed tax revenues to the City of Des Plaines as well.



City of Des Plaines
ATTN: City Council
ATTN: Planning & Zoning Board
1420 Miner Street
Des Plaines, IL 60016

August 27, 2021

Project Narrative

Please allow this note to serve as our project narrative of the Image Media billboard matter. These specific questions were asked of our company when we attempted to purchase the property in 2018. We now have a fantastic development partner in GW Properties and look forward to your favorable review.

Why are you purchasing the property? Image Media Advertising, Inc. is in the process of purchasing the 3.8-acre lot at the corner of Mannheim and Pratt Ave. for the purpose of constructing a digital message billboard visible to the Jane Addams Tollway for advertising. Image Media has a development partner, GW Partners, to redevelop the balance of the property. GW Properties will work with the City to approve their mixed-use development of restaurant and retail space to meet with City's approval. Challenges with the property including contamination and cost have hampered this sites redevelopment over the past twenty years. Image Media's financial contribution will allow for a reasonable acquisition price for its partner GW Properties to complete this project.

Why are you requesting this Text Amendment? While we believe the number of sign sites has decreased from the permitted 12 with no replacements added, Image Media Advertising, Inc. is seeking this Text Amendment to legally increase the number of billboards in the City of Des Plaines from 12 to 13. It is anticipated the new digital sign can also be used to help market the property to the developers' potential tenants.

What is the size of and type of Billboard? The proposed billboard will be multiple message two faced sign measuring 20'x60' in sign face area and approximately 90-95' overall height.

What is your intent for the rest of the land? Restaurants or mixed-use buildings.

We look forward to working with the city of Des Plaines, IL on this development project.

Sincerely,

Michael E. Scheid
m: (312) 972-4600
o: (312) 988-4600
e: mscheid@imageoutdoor.com

5101 DARMSTADT ROAD • HILLSIDE, IL 60162 • PHONE 312•988•4600

Staff Photos



Looking west at proposed billboard area from Central and Sycamore, in front of nearest residential homes to proposed billboard



Looking west from Central, mid-block



Approximate location of the proposed billboard

August 24, 2021

Background on Optical Measurements and Calculations

Watchfire Signs has manufactured outdoor electric signs since 1932 and led signs since 1996. We have more than 60,000 led signs in operation worldwide.

Incandescent signs were commonly measured using illuminance measurements, partly because the light bulb is ideally a point source of light, illuminating equally in all directions, and illuminance meters are commonly available and inexpensive. Foot-candle measurements are made at a defined distance from the sign and the magnitude depends on the physical size of the sign.

LED signs are highly directional however, which is an advantage in an urban setting since the light can be directed more precisely to the intended audience. Luminance measurements have been used to specify LED signs by the industry. The candela per square meter (NITs) unit allows a specification that does not depend on size or viewing distance.

The study done on the sign adjacent to a residential area used actual lab measurements made on modules using an illuminance meter. These measurements and extrapolations are then scaled up to the size of the sign and the distance corrections are made using the inverse square law.

Watchfire adopted brightness standards set forth by both the ISA (International sign Association) and OAAA (Outdoor Advertising Association of America). The standards used are based on the studies of Dr. Lewin and the IESNA (Illuminating Engineering Society of North America).

Below is a list of some of the measurement equipment used by Watchfire engineers.

Equipment used by Watchfire engineers to make lighting measurements:

Foot-candles/Lux - Minolta Illuminance Meter T-10

NITs/candela/sq. m – Minolta Luminance Meter LS-100

Sign Calibration – Minolta CS-1000 Spectra radiometer

SIGN LIGHTING STUDY

Sign Details

Size: 20'x60' Digital Billboard

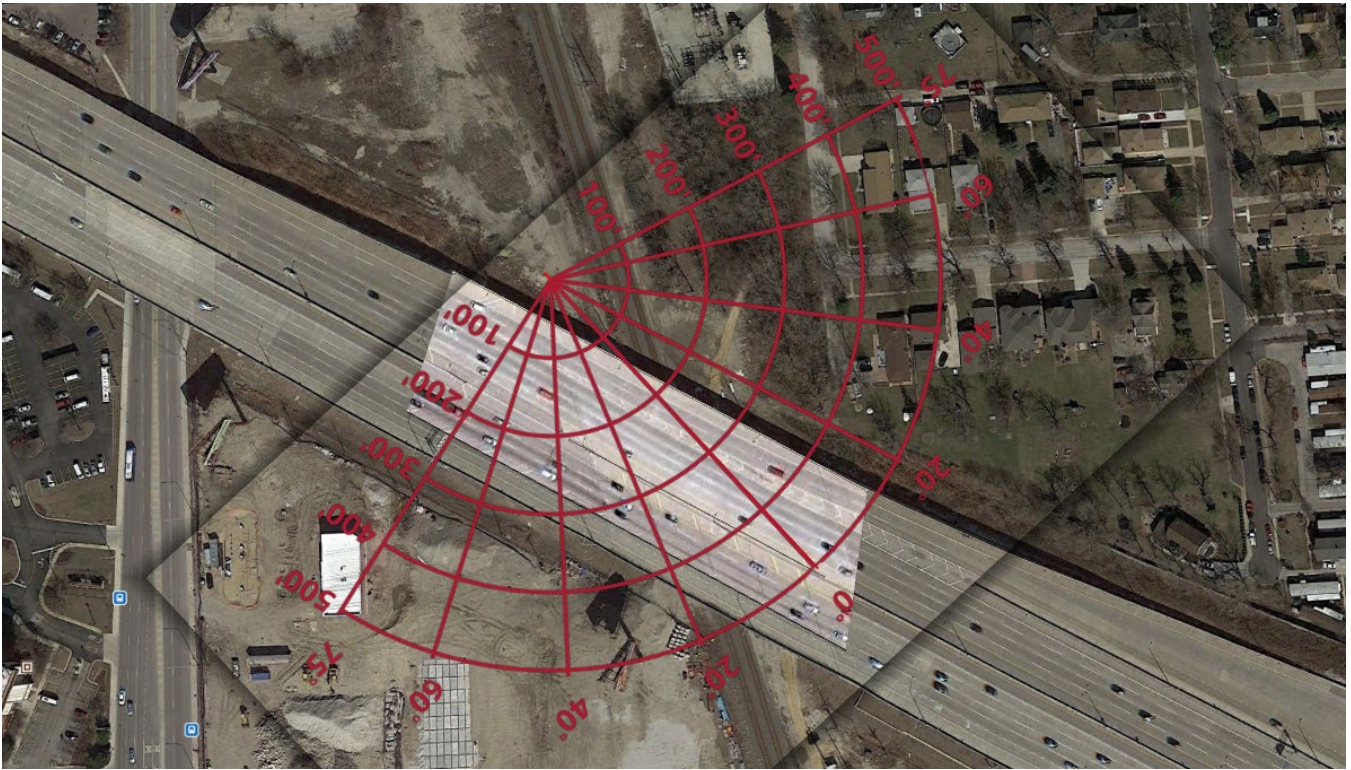
Location: *City of Des Plaines*

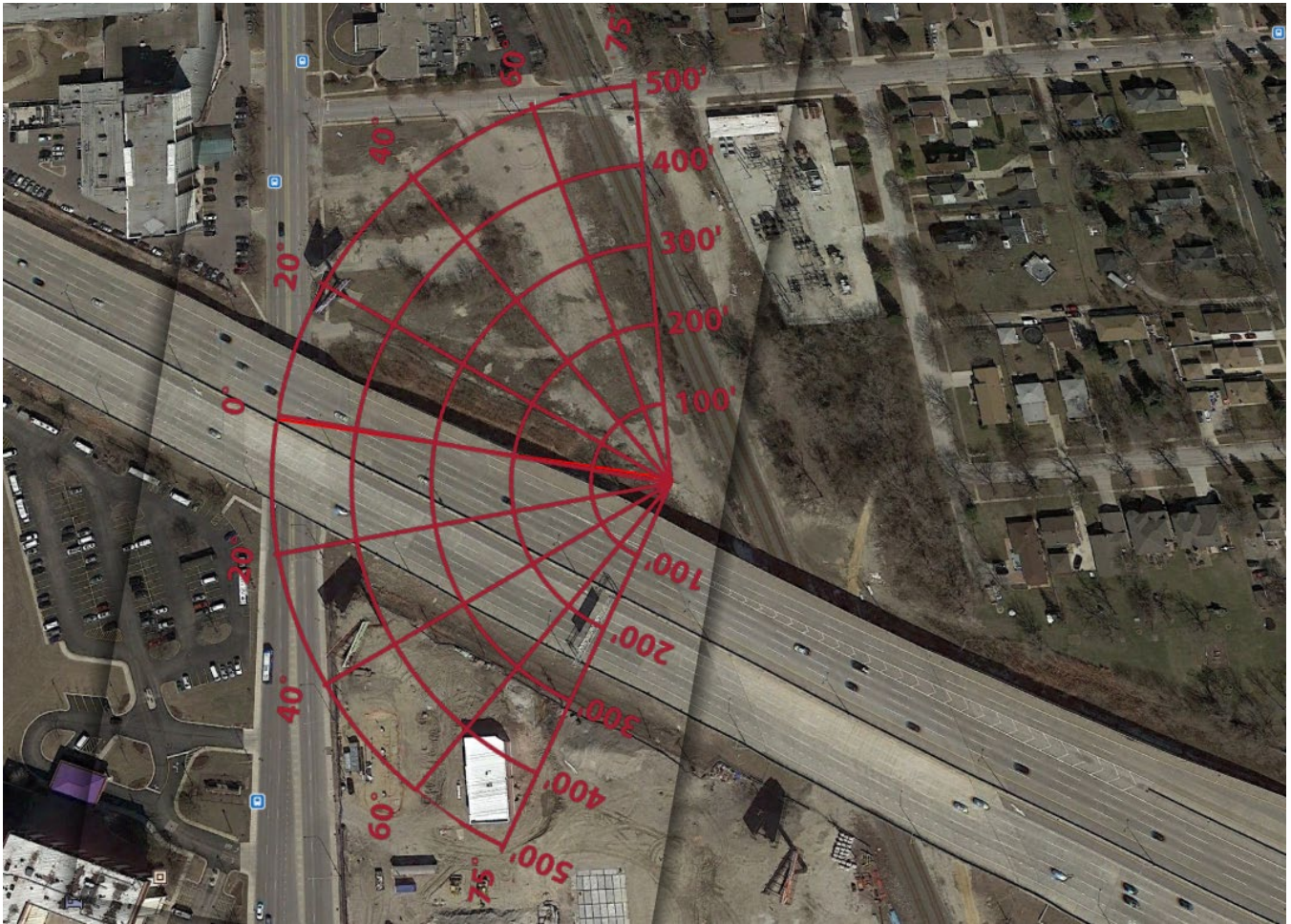
Light measurements are completed in foot-candles. A foot-candle is the amount of light produced by a single candle when measured from 1 foot away. For reference two 400-watt metal halide lights produce 15 foot-candles each at an average mounting height of 50 feet. Compare to the table below for light output of proposed digital billboard.

The table represents the total increase in ambient light produced by the sign under normal or typical operation at night. The ambient light increases will be less than shown in the chart since they fail to consider any objects blocking the line of site to the sign. Obstructions such as trees would further reduce real world overall ambient light increases. In addition to obstructions any existing light within the viewing cone will further diminish any light increase.

	<i>0 degrees</i>	<i>20 degrees</i>	<i>40 degrees</i>	<i>60 degrees</i>	<i>75 degrees</i>
<i>100'</i>	0.8883	0.7328	0.4948	0.2238	0.0444
<i>200'</i>	0.2221	0.1832	0.1237	0.0560	0.0111
<i>300'</i>	0.0987	0.0814	0.0550	0.0249	0.0049
<i>400'</i>	0.0555	0.0458	0.0309	0.0140	0.0028
<i>500'</i>	0.0375	0.0309	0.0209	0.0095	0.0019

Light values in foot-candles at night under typical operation





Conclusion

Given the above comparisons and measurements, the area will see an almost undetectable difference in ambient light after installation of the digital led displays. Light levels at the nearest residential structure will be a fraction of the recommended 0.3 foot-candles. Ambient light levels are more heavily impacted by street, building, and landscape lights than the increases produced by a LED display.

Ray Digby

Office 800-637-2645, ext. 3006

email ray.digby@watchfiresigns.com



Illinois Department of Transportation

Office of Highways Project Implementation / Bureau of Land Acquisition
2300 South Dirksen Parkway / Springfield, Illinois 62764

October 19, 2021

Image Media Advertising, Inc.
Mr. Michael E. Scheid
5101 Darmstadt Road, Suite A
Hillside, Illinois 60162

RE: NOTICE OF PERMIT APPROVAL

Route: I-90
Location: 540 Feet East of Mannheim Road, Des Plaines
County: Cook
File No.: 016-502008

Dear Mr. Scheid:

This is to notify you that the application you submitted for an outdoor advertising sign to be located in Des Plaines has been approved. A copy of the approved permit application, assigned Permit No. 016-502008, is enclosed for your files.

Please contact this office once the sign has been erected. After receiving notification, the Department will perform a final inspection and will place an approved tag on the sign if the sign is found to be compliant.

If you have any questions or need additional information, please contact Tim Hoesli in the Outdoor Advertising Control Section at (217) 785-0808 or DOT.Billboards@Illinois.gov.

Very Truly Yours,

A handwritten signature in blue ink that reads "LRML".

Laura R. Mlacnik, P.E.
Engineer of Land Acquisition
Bureau of Land Acquisition

Enclosure:
Copy of Approved Application



Note: All fields marked with an asterisk (*), or outlined in red, are required fields.

IDOT USE ONLY

1) Permit No. 016-502008

2) Owner of Proposed Sign

Name

Image Media Advertising, Inc.

Address

5101 Darmstadt Rd Suite A

City

Hillside

State

IL

Zip Code

60162

E-mail

mscheid@imageoutdoor.com

Phone

(312) 972-4600

3) Owner of Land

Name

Prominence Des Plaines LLC (Prominence)

Address

1375 Remington Rd Suite E

City

Schaumburg

State

IL

Zip Code

60173

E-mail

rzaid@prohosp.com

Phone

(224) 484-8242

4) Proposed Sign Location

County

Cook

Marked Route Number

I-90 Jane Addams Tollway

Sign will be located 540



feet



mile(s)

East
N/S/E/W

of Mannheim Rd

Landmark

1.2



feet



mile(s)

North
N/S/E/W

of the highway right-of-way.

GPS Coordinates in decimal format

42.000806

latitude (eg. 37.2960370)

-87.882719

longitude (eg. -89.4820425)

*Is the proposed sign located WITHIN or OUTSIDE of incorporated limits? ☒ Within ☐ Outside

If the sign is located WITHIN incorporated limits complete item #5. If sign is located OUTSIDE incorporated limits complete #6.

5) Sign will be located: (Select one)



300-499 ft.



600-1,000 ft.



More than 1,000 ft. from the nearest existing or other proposed signs (other than signs advertising activities conducted on the property or the sale or lease of the property on which they are located).

6) For signs located within incorporated limits, provide the following:

Name of Municipality

Des Plaines

Present Zoning Classification

C-2 Limited Office Commercial

Was site within incorporated limits on September 21, 1959?



Yes



No

If no, what was the zoning classification on September 21, 1959?

7) For signs located outside of incorporated limits, provide the following:

Name of zoning authority

Present Zoning Classification

Zoning Classification on September 21, 1959

The sign will be:



500-599 ft.



600-1,000 ft.



More than 1,000 ft. from the beginning or ending of pavement widening at the exit from or entrance to an interchange, rest area, or weigh station.

8) Description of Proposed Sign:8A) Sign Type: ☐ Static ☒ Multiple Message8B) Structure Features: Type: ☒ Free Standing ☐ Wall Mount ☐ Roof Mount

Configuration No. (see diagram provided in Form Instructions): 5

8C) Vertical Supports ☐ Wood ☒ Metal ☐ Vinyl ☐ Other Number 18D) Will sign have lighting? ☒ Yes ☐ No If yes, list type Other Digital

8E) Fill in dimensions on appropriate configuration sketch (Pages 6-10).

9) Airport Restrictions:9A) Is the proposed sign to be located within a two mile radius of any publicly-owned airport? ☒ Yes ☐ No9B) Name of airport O'Hare Airport**10) Certification:**

The tag issued as a result of this application must remain securely affixed to the front face of the sign or sign structure in a conspicuous position upon completion of sign erection. The sign owner must notify the Illinois Department of Transportation within 10 days after erection of this sign. If sign is not erected within 3 years after date of approval, this permit becomes invalid. If after erection, this sign is found to be in violation of the law, regulations or permit, this permit becomes invalid.

The applicant certifies that all of the information provided is true and accurate and that the applicant is not the owner of, or affiliated with an owner of, an abandoned or illegal sign as defined by Part 522 of the Illinois Administrative Code.

Applicant Signature

Date

[Signature] 9/7/21

Print Name

Title

Michael E. Scheid

President

This certificate is provided to the Illinois Department of Transportation in compliance with the requirements of the Rules for the Control of Outdoor Advertising Adjacent to Primary and Interstate Highways, 92 Illinois Administrative Code Part 522.50(c) (the "Rules").

State of ILLINOISCounty of DUPAGESigned (or subscribed or attested) before me on 9/7/2021 by

(date)

MICHAEL E SCHEID

(name/s of person/s)



Signature of Notary Public

[Signature]

My commission expires

Return completed permit forms with
supporting documentation and fee to:

Illinois Department of Transportation
Bureau of Land Acquisition
Outdoor Advertising
2300 South Dirksen Parkway, Room 210
Springfield, IL 62764

FOR IDOT USE ONLY
Do Not Write in this area

Permit No.

016-502008

Verified By

[Signature]Permit is: ☒ Approved ☐ Not Approved

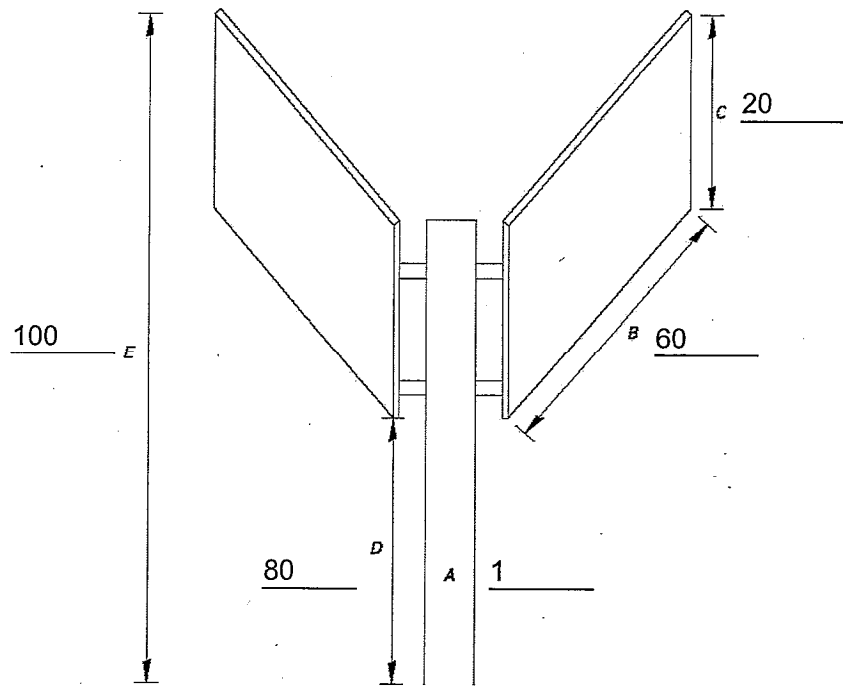
Signature

Date

2RULY10/19/2021

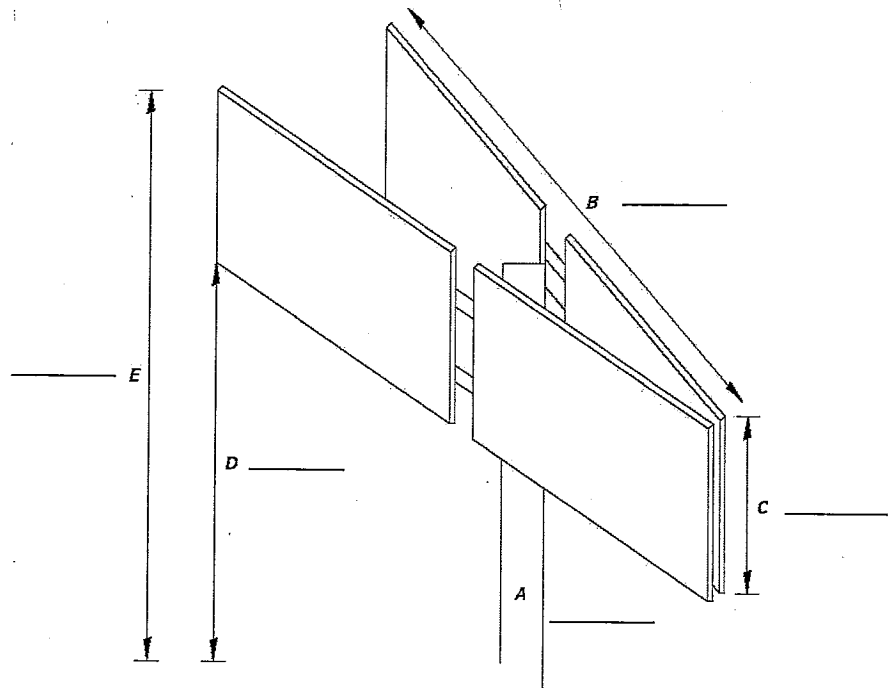
Disclosure of this information is necessary to accomplish the statutory purpose as outlined under 225 ILCS 440/1 et seq. and 620 ILCS 25/1 et seq. Disclosure of this information is **REQUIRED**. Failure to provide this information will result in the denial of the permit. This form has been approved by the State Forms Management Center.

Configuration (5)
2 Panel V-Type



A = Number of Vertical Supports
 B = Sign Face Width
 C = Sign Face Height
 D = Height to Bottom Molding
 E = Height to Top of Sign

Configuration (6)
4 Panel V-Type Side-by-side



A = Number of Vertical Supports
 B = Sign Face Width
 C = Sign Face Height
 D = Height to Bottom Molding
 E = Height to Top of Sign

IDOT OUTDOOR ADVERTISING: CONFIGURATION SKETCHES



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2021-AGL-22331-OE
Prior Study No.
2018-AGL-2995-OE

Issued Date: 09/13/2021

Michael Scheid
Image Media Advertising Inc.
5101 Darmstadt
Hillside, IL 60162

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Billboard I-90 540' e/o Mannheim Road
Location:	Des Plaines, IL
Latitude:	42-00-02.90N NAD 83
Longitude:	87-52-57.79W
Heights:	640 feet site elevation (SE) 100 feet above ground level (AGL) 740 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 .

This determination expires on 03/13/2023 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact Marla Brown, at (817) 222-5323, or Marla.brown@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2021-AGL-22331-OE.

Signature Control No: 492101725-494444236

(DNE)

Steve Phillips

Manager, Obstruction Evaluation Group

Attachment(s)

Map(s)



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

September 29, 2021

Mayor Goczkowski and Des Plaines City Council, CITY OF DES PLAINES

Subject: Planning and Zoning Board, 2805-2845 Mannheim Road, 21-042-TA-V, 6th Ward
RE: Consideration of Zoning Text Amendments and a Major Variation for the purposes of installing a new billboard structure, which includes an electronic message board billboard.

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on September 28, 2021 to consider two requests to allow a new billboard structure, which includes an electronic message board billboard, in Lot 4 of the proposed subdivision/development at 2805-2845 Mannheim Road.

1. Representatives for petitioner Image Des Plaines LLC presented their proposal. They explained and addressed the standards for the proposed text amendments to increase the number of available City billboard permits, to allow the initial installation of an EMB billboard, and to remove billboards from the maximum sign area for lots of less than 5 acres. They also explained why they require a variation from the minimum distance between the proposed billboard and a residential lot line.
2. PZB members asked about the role of the billboard in making the development financially feasible, and the developer explained. They asked for clarification on the nature of the residential property that falls within the required 300-foot distance, which the petitioner explained was unimproved land. The lot line of the nearest residential home is 316 feet away from the closest point of the proposed billboard.
3. CED staff summarized the staff report and excerpts from the submittal, such as the lighting study. Staff displayed a presentation with an excerpt from the Zoning Map and showed the illustration of the billboard. Staff provided clarification on the number of existing billboards in Des Plaines and how that differs from the billboards with permits, of which there are only 12, as well as the revenue implications of billboards. No members of the public spoke on this petition.
4. The PZB *recommended* (5-0) that the City Council *approve* the request with the following conditions: (i) the billboard permit shall not be issued until construction has commenced for the proposed restaurant and retail development at 2805-2845 Mannheim, proposed through Case 21-041-MAP-TSUB-V; (ii) the elevation drawing is revised so the billboard structure will not exceed 99 feet in height; and (iii) all required IDOT and FAA approvals are completed and obtained for the current, up-to-date proposal.

Respectfully submitted,

A handwritten signature in black ink, reading 'Paul Saletnik', written in a cursive style.

Paul Saletnik,
Des Plaines Planning and Zoning Board, Acting Chairman

Cc: City Officials/Aldermen

Excerpt from Draft Minutes for the September 28, 2021, Planning & Zoning Board Meeting

5. 2805-2845 Mannheim Road

Case Number: 21-042-TA-V
Public Hearing

The petitioner is requesting text amendments to Section 12-11-5 of the Zoning Ordinance to allow the initial installation of an electronic message board billboard and Section 12-11-6 to increase the total number of allowable billboards across the City from 12 to 13. The petitioner is also requesting a major variation, as required by Section 12-11-6, for a portion of a proposed billboard to be less than the minimum 300 feet away from a residential property line, as well as any other variations, waivers, and zoning relief as may be necessary.

PINs: 09-33-300-001-0000; 09-33-300-002-0000; 09-33-300-003-0000; 09-33-300-004-0000; 09-33-300-005-0000; 09-33-300-006-0000; 09-33-300-007-0000; 09-33-300-008-0000; 09-33-300-009-0000; 09-33-301-008-0000; 09-33-301-014-0000

Petitioner: Image Des Plaines, LLC, 5101 Darmstadt Road, Suite A, Hillside IL 60142
Owner: Prominence Des Plaines LLC, 1375 Remington Road, Suite E, Schaumburg IL, 60173

Acting Chairman Saletnik swore in Dan Dowd, attorney representing, Image Des Plaines, LLC, the Petitioner. Mr. Dowd provided an overview of the draft amendments, which are site specific to the site. Mike Schied provided information on the location of the billboard, along with lighting and illumination specifications and City requirements. Mr. Schied also stated that Illinois Department of Transportation (IDOT) and Federal Aviation Administration (FAA) approvals have been secured.

Acting Chairman Saletnik asked if the Board had any questions. There were no questions or comments.

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

Acting Chairman Saletnik asked that the Staff Report entered into record. Director Carlisle provided a summary of the following report:

Issue: The petitioner and contract purchaser of 3.8 acres at the southeast corner of Mannheim Road and Pratt Avenue (2805-2845 Mannheim Road) proposes erecting a new electronic message board billboard in concert with a proposal for a restaurant-retail development (Case 21-041-MAP-TSUB-V). The petitioner is requesting approval of text amendments to two Sections of the Zoning Ordinance to allow the project: 1.) To Section 12-11-5.H, which currently allows electronic message board billboards only through the conversion of existing static billboards, and 2.) to 12-11-6.B to increase the maximum number of billboard permits that can be issued citywide from 12 to 13, as well as an exemption from the 600-square-foot limitation for all signage on lots of 5 acres or less. Finally, the petitioner is seeking a variation to allow a portion of a billboard to be within 300 feet of a residential property line (approximately 127 feet).

PINs: 09-33-300-001-0000; 09-33-300-002-0000; 09-33-300-003-0000; 09-33-300-004-0000; 09-33-300-005-0000; 09-33-300-006-0000; 09-33-300-007-0000; 09-33-300-008-0000; 09-33-300-009-0000; 09-33-301-014-0000; 09-33-301-014-0000; 09-33-301-015-0000

Petitioner: Image Des Plaines LLC
Owner: Prominence Des Plaines LLC, 1375 Remington Rd, Suite E, Schaumburg, IL 60173

Existing Zoning: C-2 Limited Office District (proposed as C-3 General Commercial District)

Surrounding Zoning: North: C-3, General Commercial District
South: C-3, General Commercial District
East: C-3, General Commercial District
West: Commercial (Village of Rosemont)

Surrounding Land Use North: Commercial (banquet hall)
South: Tollway; Orchards at O'Hare commercial development
East: Railroad; ComEd facility
West: Commercial (hotel)

Street Classification Mannheim Road is an arterial road, and Pratt Avenue is a local road.

Comprehensive Plan Commercial is the recommended use of the property.

Project Description:

Image Des Plaines LLC is contract purchaser of the approximately 3.8-acre site at the southeast corner of Mannheim Road and Pratt Avenue, roughly bordered by the Canadian National rail line on the east and I-90/Tollway on the south. Aside from an existing electronic message board billboard in the southwest corner of the site, it is currently vacant, despite having received redevelopment interest in the past (most notably for a La Quinta Inn motel that did not materialize). As depicted in Attachment 6, in the southeast corner of the site the petitioner intends to erect a new electronic message board billboard, not to exceed 99 feet in height, with two 1,200-square-foot sign faces aimed at both directions of I-90 traffic. The last new, additional billboard permitted by the City was in 2005 by Ordinance Z-24-05. The new billboard would be wholly part of Lot 4 in the subdivision proposed in the Tentative Plat that is part of the application for Case 21-041-MA-TSUB-V. Permitting and erecting the billboard is integral to the financing for the restaurant-and-retail proposal inherent to that application.

However, permitting the billboard requires 1.) a text amendment to Section 12-11-5 to allow an electronic message board as an *initial* installation, as currently they may only occur through conversions of existing static, non-electronic billboards; 2.) a text amendment to Section 12-11-6 to increase the maximum number of total billboard permits (both static and electronic message board) within the City from 12 to 13; 3.) another text amendment to 12-11-6 to exempt all billboards from the signage limitation of 600 square feet on lots of less than 5 acres; and 4.) a variation from the provision that requires at least 300 feet between any portion of a billboard and a residential property line. The closest portion of the proposed billboard "V" (i.e. two sign faces) is the northeast corner. Per the measurement method of the Ordinance, the billboard is 127 feet from residentially zoned property, which is PIN 09-33-302-002, an unimproved, wooded property owned by ComEd. However, the closest lot line of a property improved with a residence is 316 feet away. Based on staff review, the proposed billboard would meet the other zoning and location requirements, which generally include:

- The proposed location must be on a lot zoned C-1, C-2, C-3, M-1 M-2 or M-3 (the subject site is currently zoned C-2 and proposed as C-3);

- The billboard must be within 660 feet of I-90 or I-294
- The proposed billboard must satisfy the spacing requirements of the Illinois Advertising Control Act
- All third-party government approvals must be obtained

The applicant has already sought approval from the Illinois Department of Transportation and the Federal Aviation Administration. However, no billboard can be constructed on this property without first obtaining approval from the City of Des Plaines.

Standards for Text Amendments:

The standards for amendments are contained in Section 12-3-7.E of the Zoning Ordinance. The following is a discussion of those standards.

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

Comment: The Comprehensive Plan does not specifically mention billboards but does call out an economic development vision for “a variety of retail, dining, and entertainment options, with special focus on major commercial corridors....” These amendments, which are narrowly aimed at a specific sign on a specific site.

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

Comment: Allowing only one additional billboard, in the proposed location, would be compatible with the general character of commercial properties directly next to the Tollway, where billboards are common.

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

Comment: The petitioner’s site plan shows an access easement to get to the proposed billboard for maintenance or emergency purposes. Further, the property overall is easy for public safety or Public Works crews to access because it is at the visible corner of Mannheim and Pratt. The billboard structure will not be permitted to interfere with any infrastructure, above- or underground.

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

Comment: The proposed amendments enable the installation of only one new billboard in a specific location, so the only properties across the city that would be affected are those with residents who may be able to see it. However, the many trees and railroad area that separate the proposed billboard from the single-family residential development along Central Avenue and Sycamore Street are likely to provide adequate screening. Further, the rules in the existing ordinance limit the luminescence level detectable outside of the property line, and these are not proposed to change. The petitioner has submitted a lighting study, which indicates compliance with the luminescence limitations.

It appears more likely that the reactivation of a long-vacant site – which is generally a drag on property values – may be more beneficial to the property values of the area than any concerns generated by the billboard.

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

Comment: The amendments are deliberate and narrow, particularly by extending the allowance for new billboards by only one. They would not lead to an over-proliferation of billboards.

Standards for Variation:

The standards for variations contained in Section 12-3-6.H of the Zoning Ordinance are discussed below.

1. Hardship: Carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty;

Comment: For the new proposed billboard to be the minimum distance according to state spacing requirements from the existing on-site billboard, it must be located in the far southeast corner of the subject property. Further, the southeast portion of the site least intrusive with the affiliated proposed restaurant-and-retail development. Those factors necessitate locating the sign within 300 feet of a residential property line.

2. Unique Physical Condition: The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject lot that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

Comment: The site's boundary with the Tollway is a diagonal line, as is its boundary with the railroad. With respect to billboards, they are only logical and permissible when directly next to an expressway. Further, as addressed under the "hardship/practical difficulty" standard, because of the location of the existing billboard on the site, a second billboard would have to be sited in the southeast corner, where it would run afoul of the 300-foot-minimum distance. There is also underground public sanitary sewer, access to which must be maintained.

3. Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title.

Comment: The location of all infrastructure was established by other public and private entities, and necessitates the location of the billboard in its proposed location.

4. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

Comment: The strict letter of the provision does not take into consideration a residentially zoned piece of land that is unlikely to actually be developed and inhabited by residents. The location of the billboard at 316 feet from the lot line of the nearest actual house meets the intent of the Ordinance. Other billboard permittees in the past likely did not have a scenario similar to the one necessitating a variation in this case.

5. Not Merely Special Privilege: The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot.

Comment: While the strict application encompasses all residentially zoned property, the intent of the 300-foot-rule is to provide ample space between a residence and a billboard. Granting this variation would not compromise that intent and therefore not grant a special privilege compared to other billboard owners.

6. Title And Plan Purposes: The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan.

Comment: The variation would enable the billboard, which would enable a restaurant-and-retail development on the site, which is supported by the Comprehensive Plan.

7. No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.

Comment: Because of regulatory and practical factors, this proposed location of the billboard is the only reasonable location.

8. Minimum Required: The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.

Comment: Only the moving of the billboard to the west and north would lessen the need for relief, and for reasons stated under other standards, this move would not be practical.

PZB Procedure and Recommended Conditions: Pursuant to Sections 12-3-7(D)3 of the Zoning Ordinance, the PZB may vote to *recommend* approval, approval with modifications, or disapproval. The City Council has final authority over the text amendments and variation.

Should the PZB recommend and/or the City Council approve the request, staff suggests the following conditions for the variation:

1. The billboard permit shall not be issued until and unless construction has commenced for the proposed restaurant and retail development at 2805-2845 Mannheim, proposed through Case 21-041-MAP-TSUB-V.
2. The elevation drawing is revised so the billboard will not exceed 99 feet in height.
3. All required IDOT and FAA approvals are completed and obtained for the current, up-to-date proposal. Approvals from previous proposals will not be accepted by the City if no longer valid.

Director Carlisle provided clarification on the amendments in question. The clarification and corrections are as follows:

- Only 12 billboard structures *permits* are issued by the City. The proposal is to expand the permit count to 13. There are other billboards that do not have a City permit but are either conforming structures because they meet all rules of the Ordinance or are nonconforming.
- The last time the City increased the number of possible billboard *permits* was in 2005 by Ordinance Z-24-05.

Director Carlisle went over the previous licensing fees and the current revenue structure.

Per the City Attorney, if the Board chose to recommend approval, the portion of the draft amendments under Section 12-11-6 should be revised to state:

"The city shall cause to be permitted no more than ~~12~~**13** permits for outdoor advertising structures (billboards) under subsection 12-11-3C3, "Billboard Permits", of this chapter. **The 13th billboard permit shall be issued only in accordance with Ordinance Z-XX-21.** ~~As of amendatory ordinance Z 24-05, all 12 permits have been allocated to permittees. (This Ordinance number will be updated if the text amendment and variation for Case 21-042-TA-V is successful.)"~~

The Planning and Zoning Board chose to break out the approval into two motions.

A motion was made by Board Member Hofherr, seconded by Board Member Catalano for approval of the revised text amendments, per City Attorney, to Section 12-11-5 of the Zoning Ordinance to allow the initial installation of an electronic message board billboard and Section 12-11-6 to increase the total number of billboard permit across the City, with the additional permit to be issued in accordance with a future ordinance, and with the condition that the billboard permit shall not be issued until and unless construction has commenced for the proposed restaurant and retail development at 2805-2845 Mannheim, proposed through Case 21-041-MAP-TSUB-V.

AYES: Hofherr, Catalano, Fowler, Veremis, Saletnik

NAYES: None

ABSTAIN: None

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

A motion was made by Board Member Catalano, seconded by Board Member Fowler, for approval of a major variation, as required by Section 12-11-6, for a portion of a proposed billboard to be less than the minimum 300 feet away from a residential property line, as well as any other variations, waivers, and zoning relief as may be necessary, with the following conditions: (1) The billboard permit shall not be issued until and unless construction has commenced for the proposed restaurant and retail development at 2805-2845 Mannheim, proposed through Case 21-041-MAP-TSUB-V; (2) The elevation drawing is revised so the billboard will not exceed 99 feet in height; and (3) All required IDOT and FAA approvals are completed and obtained for the current, up-to-date proposal. Approvals from previous proposals will not be accepted by the City if no longer valid.

AYES: Catalano, Fowler, Hofherr, Veremis, Saletnik

NAYES: None

ABSTAIN: None

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

RECONSIDERATION OF REQUESTS FOR ZONING TEXT AMENDMENTS AND VARIATION AT 2805-2845 MANNHEIM TO ALLOW A NEW BILLBOARD IN THE SOUTHEAST CORNER OF A PROPOSED COMMERCIAL REDEVELOPMENT

IMAGE DES PLAINES AND GW PROPERTIES Q&A:

- 1. Please list the confirmed tenants for the proposed commercial developments and their footprints and locations within the development as shown on the site plan. Explain the formal commitments these tenants have made (i.e. lease, ground lease, etc). Does GW have signed and binding agreements? Would timeline delays cause any of these commitments to break?*

Outback Steakhouse: 5,000 sf freestanding building and commitment via a ground lease

National Cannabis User: 4,000 sf in the middle of the multi-tenant building. At lease with them

First Watch Café: 4,000 sf in North endcap of the multi-tenant building and have a lease with them

Five Guys Burgers: 2500 sf on the south end of the multi-tenant building. We have a signed letter of intent and are proceeding to lease

The tenants understand the development process and are expecting we can deliver a building for their occupancy in Q3 of 2022. If this project gets delayed, their occupancy could be in jeopardy but all tenants have a goal of opening for business in 2022.

- 2. You provided sales estimates for the restaurant chains. Please identify the source.*

The sales estimated come in combination from national averages and from projected volumes from parties close to the transaction. Each tenant runs their own modeling for projected sales and it is tied to a lot of factors but to support the development and occupancy costs for them here, I am suggesting that the volumes must be strong since there is a natural barrier to entry for a new construction development today.

- 3. In the October 18 City Council meeting, GW noted that the soil posed challenges in terms of cost ("several hundred thousand dollars") and development, a gap that could be compensated for by the billboard. Provide more details (i.e. estimates/range compared with a similar greenfield site without challenges) on the additional cost and how the billboard company's involvement makes this a feasible project.*

The poor soils and contaminated history on the site have led to several areas of increased development costs. More expensive soil excavation, hauling and disposal will be up to \$500,000 more for this site than normal. Also, the poor soils will lead to more expensive and complicated building foundations and footings in order to obtain proper structural integrity of the new buildings. Final costs are not known but it is significant. Also, GW interest to purchase this property is through Image Media and we would be keeping ownership on the shopping center with no ownership of the billboard in any way by GW. Image Media is selling the property to GW

at a price that allows for our development of the property under current market conditions. In absence of this subsidized price, this development would not be feasible because we would be purchasing the property at a higher price and with major restrictions as instituted by past ownership and easements. This development works under this structure because the price is reduced to allow for us to bear these extraordinary costs and accept the restrictions as imposed.

4. *Both GW and Image Des Plaines have spoken to private covenants that restrict the potential future uses of the site. Please list these and explain how the proposed development would not run afoul of these covenants.*

See above but these restrictions include building height restrictions, building locations, signage locations and then utility easements running through the property. The surveys show some of this already but our contract to purchase also outlines these restrictions which make the development potential here difficult. The soft and poor soils also create some natural environmental restrictions.

5. **Realistic timeline:** *Assuming approval of the billboard entitlements and the final plat of subdivision for the commercial development/entire site, and factoring in a reasonable review time by outside agencies, when could construction begin? When would building foundations be installed? When would construction be finished and businesses would be open?*

Our goal would be begin construction in the spring 2022, pending receipt of permits. The goal would be to have foundations poured in the spring. The project would hopefully be completed by the fall of 2022 with tenant opening in the fall or winter of 2022.

ESTIMATED SALES PER UNIT AND AVERAGE UNIT VOLUME* (Dollars in thousands)

RANK 2020	2019	CHAIN	LATEST YEAR	PRECEDING YEAR	PRIOR YEAR	% CHANGE		LATEST AVG. UNIT VOLUME	% CHANGE LATEST vs. PRECEDING	FISCAL YEAR-END
						LATEST vs. PRECEDING	PRECEDING vs. PRIOR			
1	1	MASTRO'S STEAKHOUSE/OCEAN CLUB	\$13,830.3	\$14,200.0	\$13,871.4	-2.60%	2.37%			Dec. '19
2	2	DEL FRISCO'S DOUBLE EAGLE STEAK HOUSE	12,900.0	12,620.7	14,136.0	2.21	-10.72			Dec. '19
3	4	THE CHEESECAKE FACTORY	10,734.0	10,639.9	10,495.9	0.88	1.37	\$10,700.0 ⁷	0.00%	Dec. '19
4	3	DAVE & BUSTER'S	10,589.6	11,213.6	11,599.0	-5.56	-3.32	10,500.0 ⁴	-5.41	Jan. '20
5	5	COOPER'S HAWK WINERY & RESTAURANT	8,910.5	8,686.2	8,792.7	2.58	-1.21	9,391.4 ⁷	3.05	Dec. '19
6	6	PORTILLO'S	8,184.9	8,477.1	8,763.3	-3.45	-3.27			Dec. '19
7	10	BUBBA GUMP SHRIMP CO.	7,792.5	7,781.8	7,807.1	0.14	-0.32			Dec. '19
8	11	FOGO DE CHÃO	7,721.0	7,765.8	7,655.1	-0.58	1.45			Dec. '19
9	13	LEGAL SEA FOODS	7,002.9	6,800.0	6,925.7	2.98	-1.81			Dec. '19
10	9	THE CAPITAL GRILLE/BURGER	6,922.0	7,955.2	7,731.6	-12.99	2.89			May '20
11	7	YARD HOUSE	6,747.5	8,072.8	8,227.3	-16.42	-1.88			May '20
12	12	TRUE FOOD KITCHEN	6,666.7	7,260.9	7,389.2	-8.18	-1.74	7,000.0	-1.41	Dec. '19
13	8	MAGGIANO'S LITTLE ITALY	6,492.5	8,013.3	7,948.1	-18.98	0.82			June '20
14	14	LAZY DOG RESTAURANT & BAR	6,463.6	6,400.0	6,021.7	0.99	6.28	6,800.0	1.49	Dec. '19
15	17	BJ'S RESTAURANT & BREWHOUSE	5,665.9	5,598.5	5,374.0	1.20	4.18			Dec. '19
16	19	TEXAS ROADHOUSE	5,559.7	5,217.8	4,987.6	6.55	4.62	5,555.0 ¹	6.60	Dec. '19
17	18	RUTH'S CHRIS STEAK HOUSE	5,217.6	5,234.3	5,263.6	-0.32	-0.56			Dec. '19
18	25	CHICK-FIL-A	5,213.6	4,551.1	4,151.6	14.56	9.62			Dec. '19
19	20	MILLER'S ALE HOUSE	5,128.7	5,023.0	4,986.3	2.10	0.74			Dec. '19
20	16	SEASONS 52	4,941.6	5,888.4	6,014.5	-16.08	-2.10			May '20
21	22	SALTGRASS STEAK HOUSE	4,890.2	4,861.6	4,876.0	0.59	-0.30			Dec. '19
22	15	BAHAMA BREEZE	4,823.8	6,086.4	6,231.6	-20.74	-2.33			May '20
23	23	BENIHANA	4,721.7	4,718.1	4,556.6	0.08	3.54			March '20
24	24	CRACKER BARREL OLD COUNTRY STORE	4,670.7	4,662.2	4,554.7	0.18	2.36	4,675.0	0.21	July '19
25	21	OLIVE GARDEN	4,658.0	4,991.1	4,808.6	-6.67	3.80			May '20
26	26	HARD ROCK CAFE	4,474.7	4,548.8	4,493.5	-1.63	1.23			Dec. '19
27	27	FLEMING'S PRIME STEAKHOUSE & WINE BAR	4,452.2	4,375.5	4,379.6	1.75	-0.09	4,422.0	1.47	Dec. '19
28	28	P.F. CHANG'S CHINA BISTRO	4,335.0	4,281.4	4,235.9	1.25	1.07			Dec. '19
29	30	MORTON'S THE STEAKHOUSE	4,294.4	4,206.2	4,084.4	2.10	2.98			Dec. '19
30	31	CHUY'S	4,264.0	4,169.6	4,322.8	2.26	-3.54	4,318.0 ⁷	1.27	Dec. '19
31	32	TWIN PEAKS	4,081.0	3,980.6	3,828.9	2.52	3.96	4,340.0	8.31	Dec. '19
32	34	FIREBIRDS WOOD FIRED GRILL	3,993.9	3,858.1	3,708.0	3.52	4.05	3,832.1	-0.97	Dec. '19
33	33	SHAKE SHACK	3,919.0	3,962.7	4,295.9	-1.10	-7.76	4,090.0 ¹	-6.83	Dec. '19
34	35	BRIO ITALIAN MEDITERRANEAN	3,845.2	3,857.4	3,996.9	-0.32	-3.49			Dec. '19
35	36	BLACK ANGUS/CATTLE COMPANY STEAKHOUSE	3,744.2	3,756.8	3,555.6	-0.34	5.66			Dec. '19
36	39	OUTBACK STEAKHOUSE	3,618.1	3,546.1	3,471.6	2.03	2.15	3,663.0	2.32	Dec. '19
37	40	GOLDEN CORRAL	3,593.2	3,543.8	3,621.8	1.39	-2.15			Dec. '19
38	29	CHEDDAR'S SCRATCH KITCHEN	3,454.1	4,219.7	4,353.4	-18.14	-3.07			May '20
39	43	RAISING CANE'S CHICKEN FINGERS	3,421.7	3,147.6	2,955.4	8.71	6.50			Dec. '19
40	41	JOE'S CRAB SHACK	3,313.0	3,320.0	3,027.3	-0.21	9.67			Dec. '19
41	38	LONGHORN STEAKHOUSE	3,281.9	3,563.4	3,433.7	-7.90	3.78			May '20
42	37	RED LOBSTER	3,281.3	3,628.2	3,592.3	-9.56	1.00			May '20
43	42	CALIFORNIA PIZZA KITCHEN	3,198.5	3,174.1	3,130.8	0.77	1.38			Dec. '19
44	47	WHATABURGER	3,088.9	2,935.6	2,801.0	5.22	4.81	3,079.6	5.16	Dec. '19
45	44	BUFFALO WILD WINGS	3,040.3	3,144.2	3,204.3	-3.30	-1.88			Dec. '19
46	45	BONEFISH GRILL	2,979.7	2,975.4	3,012.2	0.14	-1.22	3,026.0	0.46	Dec. '19
47	46	NINETY NINE RESTAURANT & PUB	2,944.9	2,970.8	2,935.8	-0.87	1.19			Dec. '19
48	53	MCDONALD'S	2,911.6	2,756.6	2,670.3	5.62	3.23			Dec. '19
49	48	CARRABBA'S ITALIAN GRILL	2,889.4	2,898.9	2,911.0	-0.33	-0.42	2,934.0	1.63	Dec. '19
50	55	PANERA BREAD	2,845.7	2,740.0	2,692.9	3.86	1.75			Dec. '19

* AUV, AS OPPOSED TO ESUP, REPRESENTS COMPANY-REPORTED FIGURES OR DATA FROM PUBLIC DOCUMENTS. AUV CALCULATIONS MAY DIFFER BY BRAND. AUV IS ASSUMED TO BE DOMESTIC, SYSTEMWIDE FIGURES. YEAR-OVER-YEAR AUV COMPARISON MAY BE 53 WEEKS TO 52, OR INVOLVE RESTATEMENT OF 53 WEEKS TO 52 WEEKS, TRAILING OR OTHERWISE. EXCEPTIONS: 1. COMPANY-OWNED UNITS AUV (RED ROBIN, NORTH AMERICA = CONSTANT CURRENCY RATES; CHIPOTLE = WORLDWIDE); 2. DOMESTIC FRANCHISED UNITS AUV (BEEF 'O' BRADY'S = OPEN AT LEAST 18 MONTHS); 3. NORTH AMERICA (PAPA JOHN'S) OR WORLDWIDE FRANCHISED AUV; 4. SAME-STORE COMPANY-OWNED AUV; 5. AUV IS FOR THE PRECEDING YEAR AND IS BASED ON 82 NEWLY BUILT, FREESTANDING DQ GRILL & CHILL RESTAURANTS OPENED BETWEEN JAN. 1, 2016, AND DEC. 31, 2017, AND OPERATED FOR FULL YEAR 2018; 6. SYSTEM AUV EXCLUDING LICENSED/FRANCHISED UNITS IN NON-TRADITIONAL SITES OR BUILDINGS (KFC, PIZZA HUT, TACO BELL; TIM HORTONS); 7. UNITS OPEN AT LEAST 12 MONTHS BY END OF LATEST YEAR, OR 18 MONTHS (COOPER'S HAWK, CHUY'S).
SOURCE: NRI RESEARCH

ESTIMATED SALES PER UNIT AND AVERAGE UNIT VOLUME* (Dollars in thousands)

RANK 2020	RANK 2019	CHAIN	LATEST YEAR	PRECEDING YEAR	PRIOR YEAR	% CHANGE		LATEST AVG. UNIT VOLUME	% CHANGE LATEST vs. PRECEDING	FISCAL YEAR-END
						LATEST vs. PRECEDING	PRECEDING vs. PRIOR			
51	54	IN-N-OUT BURGER	\$2,843.5	\$2,745.6	\$2,712.8	3.57%	1.21%			Dec. '19
52	51	SMOKEY BONES BAR & FIRE GRILL	2,785.7	2,807.6	2,774.4	-0.78	1.20			Dec. '19
53	57	PRET A MANGER	2,760.0	2,707.2	2,728.0	1.95	-0.76			Dec. '19
54	52	RED ROBIN GOURMET BURGERS AND BREWS	2,721.4	2,788.4	2,935.6	-2.40	-5.01	\$2,714.0 ¹	-0.04%	Dec. '19
55	62	WAWA	2,704.4	2,574.8	2,561.6	5.03	0.52			Dec. '19
56	56	HOULIHAN'S	2,691.2	2,729.3	2,670.9	-1.40	2.19			Sept. '19
57	49	TGI FRIDAYS	2,660.0	2,872.0	2,875.0	-7.38	-0.10			Dec. '19
58	64	HOOTERS	2,639.9	2,547.6	2,488.8	3.62	2.36			Dec. '19
59	59	JACK'S	2,636.0	2,607.1	2,607.0	1.11	0.00			Dec. '19
60	60	BUCA DI BEPPO	2,624.8	2,583.3	2,539.2	1.61	1.74			Dec. '19
61	61	BLACK BEAR DINER	2,607.8	2,580.5	2,614.6	1.06	-1.30	2,693.2	4.59	Dec. '19
62	58	LUBY'S CAFETERIA	2,566.9	2,629.1	2,560.0	-2.37	2.70			Aug. '19
63	68	KRISPY KREME DOUGHNUTS	2,547.9	2,471.5	2,459.3	3.09	0.50			Dec. '19
64	72	CULVER'S	2,532.3	2,375.9	2,289.6	6.58	3.77	2,535.2	6.44	Dec. '19
65	65	MIMI'S BISTRO & BAKERY	2,526.6	2,516.2	2,540.7	0.41	-0.96			Dec. '19
66	50	CHIL'S GRILL & BAR	2,502.1	2,809.7	2,730.4	-10.95	2.90			June '20
67	63	POLLO TROPICAL	2,500.0	2,559.6	2,254.3	-2.33	13.54	2,576.0 ¹	2.18	Dec. '19
68	67	FAMOUS DAVE'S	2,496.9	2,473.6	2,485.5	0.94	-0.48	2,518.9 ³	3.04	Dec. '19
69	66	OLD CHICAGO PIZZA & TAPROOM	2,479.5	2,482.0	2,457.0	-0.10	1.02			Dec. '19
70	70	LOGAN'S ROADHOUSE	2,438.2	2,422.1	2,418.4	0.66	0.15			Dec. '19
71	74	UNO CHICAGO GRILL/PIZZERIA UNO	2,438.0	2,343.4	2,234.5	4.04	4.87			Sept. '19
72	71	ON THE BORDER MEXICAN GRILL & CANTINA	2,433.8	2,417.3	2,533.3	0.68	-4.58	2,420.0	0.00	Dec. '19
73	69	APPLEBEE'S NEIGHBORHOOD GRILL & BAR	2,433.3	2,423.7	2,262.1	0.40	7.14	2,459.6 ²	1.28	Dec. '19
74	75	SONNY'S REAL PIT BAR-B-Q	2,316.4	2,296.3	2,281.3	0.88	0.66			Dec. '19
75	77	BAR LOUIE	2,231.6	2,279.5	2,280.0	-2.10	-0.02	2,212.0	-3.99	Dec. '19
76	73	JASON'S DELI	2,225.0	2,373.9	2,409.7	-6.27	-1.49	2,450.0	-2.78	Dec. '19
77	81	CHIPOTLE MEXICAN GRILL	2,188.7	1,989.8	1,928.0	10.00	3.21	2,200.0 ¹	9.78	Dec. '19
78	80	ZAXBY'S	2,156.2	2,026.8	1,994.1	6.38	1.64			Dec. '19
79	76	O'CHARLEY'S	2,148.9	2,288.8	2,360.7	-6.11	-3.05			Dec. '19
80	79	PETER PIPER PIZZA	2,083.6	2,055.2	2,013.9	1.38	2.05			Dec. '19
81	78	CAFE RIO MEXICAN GRILL	2,062.3	2,066.4	2,074.3	-0.20	-0.38	2,080.0 ⁷	-0.57	Dec. '19
82	84	CORNER BAKERY CAFE	2,006.1	1,962.1	1,957.7	2.24	0.22			Dec. '19
83	82	LE PAIN QUOTIDIEN	1,998.0	1,988.6	1,890.7	0.47	5.18			Dec. '19
84	83	LA MADELEINE COUNTRY FRENCH CAFE	1,997.7	1,969.9	1,900.6	1.41	3.65			Dec. '19
85	90	THE HABIT BURGER GRILL	1,958.2	1,891.3	1,838.3	3.54	2.88	1,923.0 ¹	2.67	Dec. '19
86	89	ROMANO'S MACARONI GRILL	1,955.9	1,894.5	1,824.4	3.24	3.84			Dec. '19
87	85	IHOP	1,931.7	1,937.0	1,903.4	-0.27	1.77	1,908.4 ³	0.27	Dec. '19
88	94	COSTCO	1,899.2	1,772.9	1,696.8	7.12	4.48			Aug. '19
89	88	NEWK'S EATERY	1,866.7	1,900.0	1,957.5	-1.75	-2.94	1,987.5	0.55	Dec. '19
90	92	EL POLLO LOCO	1,852.0	1,807.3	1,796.8	2.47	0.58			Dec. '19
91	87	TACO CABANA	1,842.7	1,907.9	1,790.2	-3.42	6.57	1,812.0 ¹	-1.84	Dec. '19
92	91	SHARI'S CAFE & PIES	1,838.9	1,815.0	1,808.5	1.32	0.36			Dec. '19
93	98	PANDA EXPRESS	1,830.2	1,711.5	1,595.9	6.94	7.24	1,888.0	6.85	Dec. '19
94	86	SIZZLER	1,818.4	1,936.4	1,906.9	-6.09	1.55	2,000.0 ⁷	0.00	April '20
95	95	BIG BOY/FRISCH'S BIG BOY	1,811.9	1,763.9	1,734.1	2.72	1.72			Dec. '19
96	97	DENNY'S	1,774.6	1,728.9	1,696.1	2.64	1.93	1,669.0 ³	3.34	Dec. '19
97	99	BOJANGLES' FAMOUS CHICKEN 'N BISCUITS	1,773.1	1,708.9	1,731.3	3.76	-1.29	1,793.5	3.01	Dec. '19
98	107	TACO BELL	1,691.3	1,589.8	1,538.8	6.38	3.31	1,700.0 ⁶	6.25	Dec. '19
99	102	PERKINS RESTAURANT & BAKERY	1,676.2	1,623.6	1,671.7	3.24	-2.88			Dec. '19
100	103	WENDY'S	1,674.3	1,618.6	1,604.1	3.44	0.90	1,684.0	3.26	Dec. '19

SOURCE: NRN RESEARCH

ESTIMATED SALES PER UNIT AND AVERAGE UNIT VOLUME* (Dollars in thousands)

RANK 2020	RANK 2019	CHAIN	LATEST YEAR	PRECEDING YEAR	PRIOR YEAR	% CHANGE		LATEST AVG. UNIT VOLUME	% CHANGE LATEST vs. PRECEDING	FISCAL YEAR-END
						LATEST vs. PRECEDING	PRECEDING vs. PRIOR			
101	93	THE MELTING POT	\$1,664.8	\$1,790.4	\$1,644.3	-7.02%	8.89%	\$1,745.3	0.40%	Dec. '19
102	108	PEI WEI ASIAN KITCHEN	1,657.1	1,567.9	1,592.0	5.69	-1.51			Dec. '19
103	104	AU BON PAIN	1,628.7	1,612.8	1,645.3	0.99	-1.98			Dec. '19
104	109	CHUCK E. CHEESE'S	1,604.9	1,565.6	1,559.6	2.51	0.38			Dec. '19
105	112	FIRST WATCH	1,590.9	1,512.6	1,389.9	5.18	8.83			Dec. '19
106	100	BOB EVANS RESTAURANTS	1,584.2	1,695.7	1,683.5	-6.58	0.72			April '20
107	119	POPEYES LOUISIANA KITCHEN	1,580.8	1,416.4	1,435.8	11.61	-1.35			Dec. '19
108	106	MCALISTER'S DELI	1,574.2	1,590.6	1,650.3	-1.03	-3.62			Dec. '19
109	111	JACK IN THE BOX	1,564.9	1,544.9	1,540.1	1.29	0.31	1,614.0	3.93	Sept. '19
110	114	WHITE CASTLE	1,542.5	1,486.9	1,440.0	3.74	3.26	1,543.4 ⁴	4.28	Dec. '19
111	110	FREDDY'S FROZEN CUSTARD & STEAKBURGERS	1,539.9	1,558.9	1,589.9	-1.22	-1.95	1,565.3	2.88	Dec. '19
112	116	STARBUCKS COFFEE	1,502.8	1,435.7	1,401.7	4.67	2.43			Sept. '19
113	117	SHEETZ	1,492.0	1,433.9	1,416.3	4.05	1.24			Sept. '19
114	113	FUDDRUCKERS	1,485.3	1,497.2	1,509.0	-0.79	-0.78			Aug. '19
115	105	RUBY TUESDAY	1,484.9	1,610.5	1,580.2	-7.80	1.92			May '20
116	96	STEAK 'N SHAKE	1,477.3	1,731.1	1,825.2	-14.66	-5.16			Dec. '19
117	115	FUZZY'S TACO SHOP	1,474.0	1,460.7	1,505.4	0.91	-2.97	1,557.0	1.41	Dec. '19
118	120	PEET'S COFFEE & TEA	1,462.0	1,405.3	1,383.4	4.03	1.58			Dec. '19
119	118	DEL TACO	1,446.6	1,431.0	1,408.6	1.09	1.59			Dec. '19
120	101	VILLAGE INN	1,444.8	1,652.2	1,661.2	-12.55	-0.54			Dec. '19
121	121	BURGER KING	1,390.6	1,365.6	1,338.3	1.83	2.04			Dec. '19
122	124	CARL'S JR.	1,331.3	1,279.9	1,278.8	4.02	0.09	1,342.2	7.29	Jan. '20
123	122	ZOËS KITCHEN	1,330.0	1,365.1	1,420.6	-2.57	-3.91			Dec. '19
124	126	SONIC DRIVE-IN	1,314.4	1,235.3	1,233.1	6.40	0.18			Aug. '19
125	123	SHONEY'S	1,309.2	1,355.1	1,369.0	-3.39	-1.02			Dec. '19
126	127	SARKU JAPAN	1,289.1	1,230.5	1,169.7	4.76	5.20	1,290.0	4.88	Dec. '19
127	129	PIZZA RANCH	1,287.4	1,219.5	1,164.7	5.57	4.71	1,273.5	2.82	Dec. '19
128	125	LEE'S FAMOUS RECIPE CHICKEN	1,268.7	1,251.1	1,281.5	1.41	-2.37	1,268.5	0.65	Dec. '19
129	143	WINGSTOP	1,238.0	1,127.2	1,075.1	9.83	4.85	1,246.0 ⁷	9.39	Dec. '19
130	134	BEEF 'O' BRADY'S FAMILY SPORTS PUB	1,236.5	1,170.7	1,097.5	5.62	6.67	1,233.8 ²	3.97	Dec. '19
131	135	QDOBA MEXICAN EATS	1,222.8	1,162.2	1,156.5	5.21	0.49			Sept. '19
132	131	FIVE GUYS BURGERS AND FRIES	1,219.1	1,206.3	1,102.9	1.06	9.38	1,359.1	6.60	Dec. '19
133	132	DONATOS PIZZA	1,218.8	1,200.0	1,181.0	1.57	1.61			Dec. '19
134	128	BLAZE FAST-FIRE'D PIZZA	1,205.3	1,225.5	1,361.0	-1.65	-9.96			Dec. '19
135	130	BOSTON MARKET	1,189.1	1,219.2	1,227.6	-2.47	-0.68			Dec. '19
136	136	DOMINO'S	1,173.9	1,150.1	1,081.4	2.07	6.35			Dec. '19
137	138	JOHNNY ROCKETS	1,171.1	1,138.1	1,181.5	2.90	-3.67			Dec. '19
138	142	NOODLES & COMPANY	1,162.0	1,128.3	1,045.0	2.99	7.97	1,169.0	3.45	Dec. '19
139	133	ARBY'S	1,161.7	1,175.7	1,114.7	-1.19	5.47			Dec. '19
140	140	RUBIO'S COASTAL GRILL	1,150.1	1,129.6	1,201.5	1.81	-5.98	1,190.2	2.60	Dec. '19
141	144	KRYSTAL	1,149.6	1,117.0	1,096.7	2.92	1.85			Dec. '19
142	141	MOD PIZZA	1,144.1	1,129.2	1,115.7	1.32	1.21			Dec. '19
143	137	FRIENDLY'S	1,141.7	1,148.1	1,179.7	-0.56	-2.68			Dec. '19
144	146	KFC	1,117.1	1,083.7	1,067.4	3.08	1.53	1,240.0 ⁶	2.48	Dec. '19
145	139	HARDEE'S	1,114.7	1,132.1	1,166.9	-1.54	-2.98	1,122.0	-1.54	Jan. '20
146	145	FAZOLI'S	1,084.8	1,096.2	1,071.1	-1.04	2.34	1,085.1	-0.99	March '20
147	150	TIM HORTONS	1,044.7	1,009.6	1,003.5	3.48	0.61	1,147.7 ⁶	0.30	Dec. '19
148	147	CAPTAIN D'S SEAFOOD KITCHEN	1,044.6	1,040.7	1,056.4	0.37	-1.49	1,084.3	2.87	Dec. '19
149	149	ROUND TABLE PIZZA	1,035.9	1,019.1	1,024.4	1.65	-0.52			Dec. '19
150	148	MOE'S SOUTHWEST GRILL	1,014.4	1,031.7	1,050.1	-1.68	-1.75			Dec. '19

SOURCE: NRN RESEARCH

ESTIMATED SALES PER UNIT AND AVERAGE UNIT VOLUME* (Dollars in thousands)

RANK			CHAIN	LATEST YEAR	PRECEDING YEAR	PRIOR YEAR	% CHANGE		LATEST AVG. UNIT VOLUME	% CHANGE LATEST vs. PRECEDING	FISCAL YEAR-END
2020	2019						LATEST vs. PRECEDING	PRECEDING vs. PRIOR			
151	152		GOLDEN CHICK	\$1,013.6	\$965.7	\$925.0	4.96%	4.40%	\$991.9	5.60%	Dec. '19
152	151		CICIS	969.0	988.0	1,032.1	-1.92	-4.27	984.3	-1.39	Dec. '19
153	154		DUNKIN'	968.9	946.9	941.5	2.32	0.57			Dec. '19
154	157		BRAUM'S ICE CREAM AND DAIRY STORES	958.9	931.0	926.3	3.00	0.51			Dec. '19
155	153		TACO JOHN'S	958.4	947.7	942.2	1.13	0.58	980.6	3.22	Dec. '19
156	158		RALLY'S HAMBURGERS	954.7	924.0	994.9	3.32	-7.13			Dec. '19
157	159		SMASHBURGER	942.0	911.9	934.5	3.30	-2.42			Dec. '19
158	155		POTBELLY SANDWICH SHOP	927.9	946.8	995.0	-2.00	-4.84			Dec. '19
159	156		CHECKERS	924.5	936.8	980.3	-1.31	-4.44			Dec. '19
160	161		LITTLE CAESARS PIZZA	893.7	873.1	854.3	2.36	2.20			Dec. '19
161	160		SCHLOTZSKY'S	887.5	911.5	937.5	-2.63	-2.77			Dec. '19
162	163		WIENERSCHNITZEL	878.6	832.3	798.4	5.56	4.25	865.8	3.58	Dec. '19
163	164		MOUNTAIN MIKE'S PIZZA	868.3	831.6	828.1	4.41	0.42			Dec. '19
164	165		DAIRY QUEEN	859.9	828.8	817.3	3.75	1.41	1,213.9 ⁵	0.77	Dec. '19
165	166		CHARLEYS PHILLY STEAKS	852.6	823.1	776.3	3.58	6.03	854.0	6.64	Dec. '19
166	167		JERSEY MIKE'S SUBS	847.8	809.7	770.6	4.71	5.07			Dec. '19
167	162		PAPA JOHN'S PIZZA	839.0	839.5	912.1	-0.06	-7.96	840.0 ³	0.00	Dec. '19
168	170		HUNGRY HOWIE'S PIZZA	792.3	743.2	732.9	6.61	1.41	735.0	2.04	Dec. '19
169	169		CHURCH'S CHICKEN	767.4	765.6	756.0	0.24	1.27			Dec. '19
170	168		JIMMY JOHN'S GOURMET SANDWICHES	753.2	770.2	792.2	-2.21	-2.78			Dec. '19
171	173		PIZZA HUT	751.7	738.2	724.6	1.83	1.88	855.0 ⁶	-2.62	Dec. '19
172	171		EINSTEIN BROS. BAGELS	748.9	740.0	745.2	1.20	-0.70			Dec. '19
173	177		TROPICAL SMOOTHIE CAFE	742.8	701.7	672.9	5.86	4.28	768.8 ⁷	5.26	Dec. '19
174	174		SBARRO	732.6	729.5	738.6	0.42	-1.23	769.6	6.98	Dec. '19
175	172		DICKEY'S BARBECUE PIT	720.4	738.4	730.9	-2.44	1.03			May '20
176	175		FIREHOUSE SUBS	717.5	716.0	657.8	0.21	8.85	727.9	2.28	Dec. '19
177	178		MARCO'S PIZZA	698.7	684.9	685.8	2.01	-0.13	718.8	1.86	Dec. '19
178	180		CARIBOU COFFEE	695.9	677.1	671.1	2.78	0.89			Dec. '19
179	176		HUDDLE HOUSE	669.8	706.8	662.9	-5.23	6.62			April '20
180	183		PENN STATION EAST COAST SUBS	652.7	643.0	627.9	1.51	2.40			Dec. '19
181	179		LONG JOHN SILVER'S	650.3	683.2	715.2	-4.82	-4.47	677.0	3.04	Dec. '19
182	182		JAMBA JUICE	635.6	645.1	625.3	-1.47	3.17			Dec. '19
183	184		PAPA MURPHY'S TAKE 'N' BAKE PIZZA	552.9	552.2	551.3	0.13	0.16	565.7	0.89	Dec. '19
184	181		WAFFLE HOUSE	542.2	663.0	656.4	-18.22	1.01			May '20
185	185		STRIPES	524.5	519.3	514.6	1.00	0.91			Dec. '19
186	186		WHICH WICH SUPERIOR SANDWICHES	523.2	519.1	541.5	0.79	-4.14			Dec. '19
187	188		WETZEL'S PRETZELS	515.1	504.7	490.8	2.06	2.83			Dec. '19
188	189		SAM'S CAFE (WALMART)	507.6	503.4	508.3	0.83	-0.96			Jan. '20
189	187		CASEY'S GENERAL STORE	504.5	509.3	496.5	-0.94	2.58			April '20
190	190		SMOOTHIE KING	493.7	484.5	483.3	1.90	0.25	490.4	-1.96	Dec. '19
191	191		AUNTIE ANNE'S	449.3	428.4	429.2	4.88	-0.19			Dec. '19
192	193		COLD STONE CREAMERY	431.6	415.6	414.6	3.85	0.24			Nov. '19
193	194		SUBWAY	419.8	410.6	410.2	2.24	0.10			Dec. '19
194	192		GODFATHER'S PIZZA	404.5	420.9	422.2	-3.90	-0.31			May '20
195	195		A&W ALL AMERICAN FOOD	381.7	358.7	359.6	6.41	-0.25	395.0	8.88	Dec. '19
196	196		7-ELEVEN	321.8	316.5	310.2	1.67	2.03			Dec. '19
197	197		TARGET CAFE (TARGET STORES)	298.1	294.0	290.3	1.39	1.27			Jan. '20
198	198		BASKIN-ROBBINS	241.7	238.7	237.1	1.26	0.67			Dec. '19
199	199		CINNABON	216.9	211.1	212.0	2.75	-0.42			Dec. '19
200	200		CIRCLE K	181.2	206.4	209.8	-12.21	-1.62			April '20
AVERAGES:				\$2,391.2	\$2,416.4	\$2,405.1	0.28%	0.87%			

SOURCE: NRN RESEARCH





CITY OF DES PLAINES

ORDINANCE Z - 52 - 21

**AN ORDINANCE AMENDING THE TEXT OF THE DES
PLAINES ZONING ORDINANCE REGARDING
BILLBOARDS (CASE# 21-042-TA-V).**

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

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

WHEREAS, Section 12-11-5 of the Zoning Ordinance establishes that electronic message board billboards may not be installed except through the conversion of existing static billboards; and

WHEREAS, Section 12-11-6 of the Zoning Ordinance establishes the number of billboards permits that may be issued by the City; and

WHEREAS, Section 12-11-6 of the Zoning Ordinance also provides that on parcels consisting of less than five acres located in commercial, manufacturing, and institutional districts of the City, the total square footage area of all signs must not exceed 600 square feet; and

WHEREAS, Image Des Plaines LLC ("***Petitioner***") is the owner of that certain parcel of real property located at the corner of Mannheim Road and the I-90 Expressway ("***Petitioner's Property***"); and

WHEREAS, the Petitioner's Property is improved with a double-faced V-shaped billboard sign; and

WHEREAS, the Petitioner is the contract purchaser of the approximately four-acre parcel of real property owned by Prominence Des Plaines, LLC commonly known as 2805-2845 Mannheim Road, Des Plaines, Illinois and directly abutting the Petitioner's Property; and

WHEREAS, the Petitioner, has submitted an application to amend the Zoning Ordinance as follows: (i) amend Section 12-11-5 to allow electronic message board billboards to be erected without requiring the conversion from static billboards; (ii) amend Section 12-11-6 of the Zoning Ordinance to increase the number of billboard permits that may be issued by the City from 12 to 13 and to exclude billboard sign area from the calculation of maximum sign area (collectively, "***Proposed Text Amendment***"); and

WHEREAS, a public hearing by the Planning and Zoning Board ("***PZB***") to consider the Proposed Text Amendment was duly advertised in the *Des Plaines Journal* on September 8, 2021, and held on September 28, 2021; and

WHEREAS, on September 28, 2021, the PZB voted 5-0 to recommend approval of the Proposed Text Amendment, which recommendation was forwarded in writing to the City Council on September 29, 2021; and

WHEREAS, on October 18, 2021, the City Council considered the Proposed Text Amendment; and

WHEREAS, on December 6, 2021, the City Council held an additional public hearing, which was duly noticed and advertised in the *Des Plaines Journal* on November 17, 2021, in order for the City Council to again consider the Proposed Text Amendment; and

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

WHEREAS, the City Council has determined that it is in the best interest of the City to adopt the Proposed Text Amendment as set forth in this Ordinance;

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

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

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

SECTION 3. SIGN STANDARDS BY TYPE. Subsection 12-5-11.H, titled "Electronic Message Board Billboards," of Section 5, titled "Sign Standards by Type," of Chapter 11, titled "Signs," of the Zoning Ordinance is hereby amended to read as follows:

"12-11-5: SIGN STANDARDS BY TYPE:

* * *

- H. Electronic Message Board Billboard: **A new electronic message board billboard may be permitted subject to the standards and regulations for billboards generally and electronic message board billboards set forth in section 12-11-6 of this chapter.** The static billboard panels of a qualified billboard may be converted to electronic message board panels only pursuant to an electronic message board billboard permit issued by the City, and subject to the standards and regulations for electronic message board billboards set

forth in section 12-11-6 of this chapter. For the purposes of this subsection, a qualified billboard must meet the following criteria:

* * *

SECTION 4. COMMERCIAL, MANUFACTURING AND INSTITUTIONAL DISTRICTS. Subsection 12-6-11.B, titled “Commercial Manufacturing and Institutional Districts,” of Section 6, titled “Regulation By District Classification,” of Chapter 11, titled "Signs," of the Zoning Ordinance is hereby amended to read as follows:

“12-11-6: REGULATION BY DISTRICT CLASSIFICATION:

* * *

- B. Commercial, Manufacturing And Institutional Districts: It shall be unlawful for any person to construct or maintain a sign in any commercial district, manufacturing district, or the I-1 Institutional District, except as follows. For the purposes of providing sign uniformity, a property may incorporate both wall and monument signs or wall and pole signs; however, the use of monument signs in conjunction with pole signs is prohibited.

Monument or pole signs containing electronic message boards shall be subject to the same standards as set forth in this subsection, except that only one electronic message board will be permitted per lot. In the event that a single business exists on multiple lots or in the case of a business park or retail center, only one electronic message board will be permitted overall.

Sign Type	Number, Height, And Other Limitations ²
Billboards	Billboards shall be permitted only within the C-1, C-2, C-3, M-1, M-2 and I-1 districts and located within 660 feet of I-90 and I-294 toll roads.
	Structure must be in compliance with the Illinois department of transportation regulations and a valid current IDOT permit must be presented with the application for city permits.
	The city shall cause to be permitted no more than 12 13 permits for outdoor advertising structures (billboards) under subsection 12-11-3C3, "Billboard Permits", of this chapter. <u>The 13th billboard permit may be issued by the City only in accordance with Ordinance Z-53-21.</u> As of amendatory ordinance Z-24-05, all 12 permits have been allocated to permittees.

	Total surface area of the signs shall not exceed 1,200 square feet per face and 2,400 total square feet for a double faced sign.
	Height of the sign shall not exceed 99 feet from the base of the pole to the top of the structure or 65 feet from the surface of the pavement of the lane closest to the structure, except as otherwise provided by a limited variation ordinance adopted by council.
	All billboards must meet the spacing requirements as required by the Illinois advertising control act.
	No portion of a billboard shall be allowed within 300 feet of a residential property line. This distance shall be measured at ground level from a line perpendicular to the closest part of the billboard to the residential property line.
* * *	
Electronic message board billboards	The electronic message board panel must not exceed the square footage of the static panel replaced by the electronic message board panel or 1,200 sq. ft., whichever is less.
	The electronic message board panel must not exceed the square footage of the static panel replaced by the electronic message board panel or 1,200 sq. ft., whichever is less.
	The electronic message board must be adequately screened from any residential zoning district.
	The electronic message board panel may only face the I-90 or I-294 rights-of-way.
	The applicant must submit an affidavit stating that all required permits or approvals from IDOT, the FAA, or any other government or regulatory agency or body with proper jurisdiction, have been obtained for the proposed electronic message board billboard.
	The images and text displayed on the electronic message board may be changed no more frequently than once every 10 seconds or as established by Federal or State guidelines for digital signage along an interstate, whichever is greater. Each change must be completed in 1 second or less.

Sounds, animation, moving video, flashing, blinking, spinning, or any other appearance of movement are prohibited.	
The sign must possess an ambient light sensor and utilize automatic dimming capabilities so that the maximum luminescence level is not more than 0.3 foot candle over ambient light levels measured as close to perpendicular to the sign face as possible and measured from the appropriate distance as set forth in the table below:	
Sign Face Size	Distance From Which To Measure
Under 300 sq. ft.	150'
300 - 385 sq. ft.	200'
386 - 680 sq. ft.	250'
681 - 1,200 sq. ft.	350'
The applicant, with written permission from the landowner, must apply for and obtain the following permits from the City prior to performing any alterations to the existing billboard: 1) a building permit for the electronic message board panels and support structure; and 2) an electronic message board billboard sign permit. Plans prepared by a licensed structural engineer must be submitted with the permit application.	
City sponsored messages must be made available for display on the electronic message board on a regular rotation, as determined by agreement between the City and the applicant. City sponsored messages include without limitation Amber Alerts, FBI wanted messages, weather alerts, and messages promoting City sponsored events. The City sponsored messages will be displayed at no cost to the City.	

Notes:

1. In the case where there are multiple uses in a single structure (i.e., commercial strip shopping center) 1 wall sign is permitted for each business, however the aggregate total square footage of all signs shall not exceed the limits set forth in this section.
2. On parcels less than 5 acres, the total square footage area of all signs shall not exceed 600 square feet, **not including area for static or electronic message board billboards.**

SECTION 5. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect only upon the occurrence of all of the following:

- A. its passage, approval, and publication in pamphlet form according to law;
- B. submission of an application by the Petitioner for a billboard permit to install and maintain a second billboard on the Subject Property, in accordance with the location and dimensions approved by Ordinance No. Z-53-21; and
- C. approval by the City of a building permit and corresponding subdivision and zoning relief to allow for the construction of the commercial development approved by Ord. Z-51-21.

In the event that the conditions set forth in this Section 6 have not been satisfied within one year of the date of approval of this Ordinance, this Ordinance shall be of no further force and effect and shall be considered repealed with no further action of the City Council required.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2021.

APPROVED this _____ day of _____, 2021.

VOTE: Ayes _____ Nays _____ Absent _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
_____ day of _____, 2021

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Amending Zoning Code Text Amendment December 2021 Number of Billboards

CITY OF DES PLAINES

ORDINANCE Z - 53 - 21

**AN ORDINANCE APPROVING A MAJOR VARIATION
FROM SECTION 12-11-6.B OF THE CITY OF DES PLAINES
ZONING ORDINANCE AT 2805-2845 MANNHEIM ROAD
TO ALLOW THE CONSTRUCTION OF A BILLBOARD
(CASE #21-042-TA-V).**

WHEREAS, Prominence Des Plaines, LLC, is the owner of the approximately four-acre parcel of real property commonly known as 2805-2845 Mannheim Road, Des Plaines, Illinois ("*Undeveloped Parcels*"); and

WHEREAS, Image Des Plaines, LLC ("*Petitioner*") is the contract purchaser of the Undeveloped Parcels and is the owner of a 4,592-square-foot outlot abutting the Undeveloped Parcels ("*Outlot A*"), which is currently improved with a billboard (collectively, the Undeveloped Parcels and Outlot A are the "*Subject Property*"); and

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

WHEREAS, in conjunction with the development of the Subject Property pursuant to Ordinance No. Z-51-21 ("*Proposed Commercial Development*"), Petitioner desires to construct a new billboard on the Subject Property located 127 feet from a residentially zoned property ("*Proposed Billboard*"); and

WHEREAS, pursuant to Section 12-11-6.B of the Zoning Ordinance, billboards in the C-3 District must be located at least 300 feet from any residentially zoned property; and

WHEREAS, the Petitioner, with the consent of Prominence Des Plaines, LLC, submitted an application to the City for a major variation from Section 12-11-6.B of the Zoning Ordinance to reduce the required distance between the Proposed Billboard and residentially property from 300 feet to 127 feet ("*Variation*"); and

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

WHEREAS, within 90 days after the date of Petitioner's application, a public hearing was held by the PZB on September 28, 2021, pursuant to publication of notice in the *Des Plaines Journal* on September 8, 2021; and

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

WHEREAS, during the public hearing, the PZB heard testimony and received evidence with respect to the Petitioner's application for the Variation; and

WHEREAS, on September 29, 2021, the PZB filed a written report with the City Council summarizing the testimony received by the PZB and stating that the PZB's motion to recommend approval of the Variation passed by a vote of 5-0; and

WHEREAS, on October 18, 2021, the City Council considered the Variation; and

WHEREAS, on December 6, 2021, the City Council held an additional public hearing, which was duly noticed and advertised in the *Des Plaines Journal* on November 17, 2021, in order for the City Council to again consider the Variation; and

WHEREAS, the Petitioner made representations to the PZB and the City Council 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 reviewed written report of the PZB, the applicable standards set forth in the Zoning Ordinance, and the Staff Memorandum dated November 23, 2021, including its exhibits, which form part of the basis for this Ordinance.

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

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

SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY. The Subject Property is legally described on **Exhibit A**, attached to and, by this reference, made a part of this Ordinance.

SECTION 3. VARIATION. The City Council finds that the Variation satisfies the standards set forth in Section 12-3-6.H of the Zoning Ordinance and, pursuant to the City's home rule powers, finds that the Variation is otherwise necessary and appropriate. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council hereby grants the Variation for the Subject Property to the Petitioner.

SECTION 4. CONDITIONS. The Variation granted in Section 3 of this Ordinance shall be, and is expressly subject to and contingent upon the conditions, restrictions, and limitations set forth in this Section 4.

A. Compliance with Plans. The development, use, and maintenance of the Proposed Billboard on the Subject Property shall be in strict compliance with the following plans, except for minor changes and site work approved by the Director of the Department of Community and Economic Development in accordance with applicable City codes, ordinances, and standards:

1. The Plat of Survey/Location of Proposed Billboard, prepared by Zarko Sekeres & Associates, Inc., consisting of one sheet, and dated February 6, 2018, with a final revision date of August 3, 2021, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**;
2. The Distance Exhibit, prepared by City staff, consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C**; and
3. The Elevation Drawing, prepared by GRC Engineering, Inc., consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit D**.

B. Additional Conditions. The development, use, and maintenance of the Proposed Billboard on the Subject Property shall be subject to and contingent upon compliance with the additional conditions as follows:

1. Height. The billboard sign structure will not exceed 99 feet in height.

2. External Agency Approvals. All required Illinois Department of Transportation (IDOT) and Federal Aviation Administration (FAA) approvals are obtained and submitted with the billboard sign permit application.

SECTION 5. EFFECT. This Ordinance authorizes the use and development of the Subject Property in accordance with the terms and conditions of this Ordinance and shall prevail against other ordinances of the City to the extent that any might conflict. The terms and conditions of this Ordinance shall be binding upon Petitioner, the Owner, and their respective grantees, assigns and successors in interest to the Subject Property.

SECTION 6. LIMITATIONS. The Variation shall be valid for not more than 12 months prior to the issuance of a building permit and the commencement of construction in accordance with the terms and conditions of this Ordinance. The Zoning Administrator may extend the Variation if the Petitioner requests an extension in accordance with Section 12-3-6.L of the Zoning Ordinance.

SECTION 7. EFFECTIVE DATE.

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 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 E**;

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; and
5. the installation of building foundations for the Proposed Commercial Development.

- 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 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.
- C. In the event that the conditions set forth in this Section 7 have not been satisfied within 18 months of the date of approval of this Ordinance, this Ordinance shall be of no further force and effect and shall be considered repealed with no further action of the City Council required.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2021

APPROVED this _____ day of _____, 2021.

VOTE: Ayes _____ Nays _____ Absent _____

MAYOR

ATTEST:

CITY CLERK

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

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

I, _____, being the owner or other party in interest of the property legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the Subject Property in accordance with the terms of this Ordinance.

Dated: _____

(Signature)

DP-Ordinance Approving Major Variation for Minimum Distance Requirements of Billboard at 2805-2845 Mannheim Road

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

UNDEVELOPED PARCELS

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STREET MARIE RAILROAD, NOW THE WISCONSIN CENTRAL LTD. RAILROAD, SAID WESTERLY RIGHT OF WAY LINE ALSO BEING THE EASTERLY LINE OF A STREET KNOWN AS ORCHARD PLACE AND THE SOUTH LINE OF PRATT AVENUE, SAID SOUTH LINE BEING 33.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 33; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD, A DISTANCE OF 263.65 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN; THENCE CONTINUING SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 303.40 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE ILLINOIS TOLL HIGHWAY COMMISSION EASEMENT RIGHT OF WAY GRANTED BY DOCUMENT 17087956; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 114.0 FEET; THE EASTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO THE CENTERLINE OF SAID RAILROAD COMPANY'S MAIN TRACK FOR A DISTANCE OF 32.52 FEET TO A POINT ON A LINE, WHICH IS 26.50 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID MAIN TRACK; THENCE NORTHERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 386.14 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 110.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD, NOW THE SOO LINE RAILROAD COMPANY, SAID WESTERLY RIGHT OF WAY LINE ALSO BEING THE EASTERLY LINE OF A STREET KNOWN AS ORCHARD PLACE AND THE SOUTH LINE OF PRATT AVENUE, SAID SOUTH LINE BEING 33.0 FEET SOUTH OF AND PARALLE WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 33; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT OW WAY OF SAID RAILROAD COMPANY, A DISTANCE OF 263.65 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 111.0 FEET TO A POINT 26.50 FEET WESTERLY OF THE CENTERLINE OF SAID RAILROAD COMPANY MAIN TRACK; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE PARALLEL WITH THE CENTERLINE OF SAID MAIN TRACK, A DISTANCE OF 238.68 FEET TO THE SOUTH LINE OF SAID PRATT AVENUE; THENCE WEST ALONG THE

SOUTH LINE OF SAID PRATT AVENUE, A DISTANCE OF 113.77 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 IN RESUBDIVISION OF BLOCK 1 AND VACATED ALLEYS AND LOTS 15 TO 26, BOTH INCLUSIVE AND VACATED ALLEYS IN BLOCK 2 OF BOESCH'S ADDITION TO ORCHARD PLACE, A SUBDIVISION OF THE NORTH 703.6 FEET OF THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY AND GROUNDS OF THE WISCONSIN CENTRAL RAILROAD, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED OCTOBER 21, 1925 AS DOCUMENT NUMBER 9073142, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 1 AND THAT PART OF LOTS 2 TO 6, INCLUSIVE IN BLOCK 2 IN BOESCH'S ADDITION TO ORCHARD PLACE IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHWEST CORNER OF LOT 2 AFORESAID; THENCE SOUTHEASTERLY TO THE SOUTHEAST CORNER OF LOT 6 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF WEST RAILROAD AVENUE; TOGETHER WITH PART OF ALGER STREET; TOGETHER WITH PART OF A NORTHWESTERLY/SOUTHEASTERLY ALLEY IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF PRATT AVENUE, WITH THE WEST LINE OF WEST RAILROAD AVENUE; THENCE SOUTH 14 DEGREES, 56 MINUTES, 44 SECONDS EAST ALONG THE WESTERLY LINE OF RAILROAD AVENUE, A DISTANCE OF 242.54 FEET TO THE NORTHERLY LINE OF ALGER STREET; THENCE SOUTH 74 DEGREES, 59 MINUTES, 25 SECONDS WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 140.32 FEET TO A BEND THEREIN; THENCE SOUTH 87 DEGREES, 45 MINUTES, 00 SECONDS WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 84.91 FEET TO THE EASTERLY TERMINUS OF THAT PART OF ALGER STREET PREVIOUSLY VACATED PER DOCUMENT 16941936; THENCE SOUTH 59 DEGREES, 37 MINUTES, 16 SECONDS EAST ALONG SAID EASTERLY TERMINUS, A DISTANCE OF 116.84 FEET; THENCE SOUTH 47 DEGREES, 42 MINUTES, 55 SECONDS EAST, A DISTANCE OF 29.56 FEET TO THE EASTERLY LINE OF A NORTHWESTERLY/SOUTHEASTERLY ALLEY; THENCE NORTH 14 DEGREES, 56 MINUTES, 44 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 25.0 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF ALGER STREET; THENCE NORTH 75 DEGREES, 03 MINUTES, 16 SECONDS EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 125.0 FEET TO THE WEST LINE OF WEST RAILROAD AVENUE; THENCE SOUTH 14 DEGREES, 56 MINUTES, 44 SECONDS EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 149.89 FEET TO THE NORTHERLY TERMINUS OF THAT PART OF WEST RAILROAD AVENUE PREVIOUSLY VACATED BY DOCUMENT 16941936; THENCE SOUTH 70 DEGREES, 23 MINUTES, 45 SECONDS EAST ALONG SAID NORTHERLY TERMINUS, A DISTANCE OF 72.85 FEET

TO THE EASTERLY LINE OF WEST RAILROAD AVENUE; THENCE NORTH 14 DEGREES, 56 MINUTES, 44 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 484.66 FEET TO THE SOUTH LINE OF PRATT AVENUE; THENCE SOUTH 87 DEGREES, 45 MINUTES, 00 SECOND WEST, A DISTANCE OF 61.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

OUTLOT B:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY SIGN EASEMENT AGREEMENT DATED DECEMBER 31, 2018 AND RECORDED JANUARY 8, 2019 AS DOCUMENT 1900822020 FROM PROMINENCE DES PLAINES, LLC TO IMAGE MEDIA ADVERTISING INCORPORATED FOR THE PURPOSE OF THE CONSTRUCTION, MAINTENANCE, REPAIR, DISMANTLING, REPLACEMENT, ALTERATION, IMPROVEMENT, OPERATION, ILLUMINATION AND USE OF AN OUTDOOR ADVERTISING SIGN STRUCTURE OVER THE FOLLOWING DESCRIBED LAND: THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD, NOW THE WISCONSIN CENTRAL LTD. RAILROAD (SAID WESTERLY RIGHT-OF-WAY LINE ALSO BEING THE EASTERLY LINE OF A STREET KNOWN AS ORCHARD PLACE) AND THE SOUTH LINE OF PRATT AVENUE, SAID SOUTH LINE BEING 33.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 33; THENCE SOUTHERLY, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD 484.66 FEET TO THE PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN; THENCE CONTINUING SOUTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 82.39 FEET TO A POINT ON THE NORTHEASTERLY LINE ON THE ILLINOIS TOLL HIGHWAY COMMISSION EASEMENT RIGHT-OF-WAY GRANTED BY DOCUMENT 17087956; THENCE SOUTHEASTERLY, ALONG SAID NORTHEASTERLY LINE 114.06 FEET TO A POINT ON A LINE WHICH IS 59.02 FEET WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK; THENCE EASTERLY, ALONG A LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF SAID RAILROAD COMPANY'S MAIN TRACK, FOR A DISTANCE OF 32.52 FEET TO A POINT ON A LINE WHICH IS 26.50 FEET WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK; THENCE NORTHERLY, ALONG SAID PARALLEL LINE, 55.00 FEET; THENCE NORTHWESTERLY A DISTANCE OF 157.80 FEET MORE OR LESS TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PINs: 09-33-300-001-0000; 09-33-300-002-0000; 09-33-300-003-0000;
09-33-300-004-0000; 09-33-300-005-0000; 09-33-300-006-0000;
09-33-300-007-0000; 09-33-300-008-0000; 09-33-300-009-0000;
09-33-301-008-0000; 09-33-301-014-0000; 09-33-301-015-0000

Commonly known as 2805-2845 Mannheim Road, Des Plaines, Illinois.

OUTLOT A:

PART OF LOTS 6, AND 9 AND A PART OF VACATED ALGER STREET IN RESUBDIVISION OF BLOCK 1 AND VACATED ALLEYS AND LOTS 15 TO 26, BOTH INCLUSIVE, AND VACATED ALLEYS IN BLOCK 2 OF BOESCH'S ADDITION TO ORCHARD PLACE, A SUBDIVISION OF THE NORTH 703.6 FEET OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT-OF-WAY AND GROUNDS OF THE WISCONSIN CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED OCTOBER 21, 1925, AS DOCUMENT NUMBER 9073142, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 9, SAID CORNER ALSO BEING THE INTERSECTION OF THE NORTHERLY LINE OF VACATED ALGER STREET WITH THE EAST LINE OF MANNHEIM ROAD; THENCE NORTH, ALONG THE WEST LINE OF SAID LOTS 9 AND 6 (ALSO THE EAST LINE OF SAID MANNHEIM ROAD) A DISTANCE OF 60.00 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 58.65 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID LOTS 9 AND 6, A DISTANCE OF 96.69 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE ILLINOIS TOLL HIGHWAY COMMISSION EASEMENT RIGHT-OF-WAY; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 68.00 FEET TO THE POINT OF BEGINNING.

PINs: Part of 09-33-300-004-0000; Part of 09-33-300-005-0000

Commonly known as 2811 Mannheim Road, Des Plaines, Illinois.

PROPERTY DESCRIPTION

LOTS 1, 2 AND 9 IN THE RESUBDIVISION OF BLOCK 1 AND VACATED ALLEYS AND LOTS 10 TO 26, INCLUSIVE, AND VACATED ALLEY IN BLOCK 2 IN BOERCH'S ADDITION TO ORCHARD PLACE, A SUBDIVISION OF THE NORTH 70S 6 FEET OF THAT PART OF THE SOUTH-WEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT-OF-WAY AND GROUNDS OF THE WISCONSIN CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS, ALSO.

THAT PART OF THE WEST HALF OF THE SOUTH-WEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERN LINE OF THE RIGHT-OF-WAY OF THE MINNEAPOLIS ST. PAUL AND SOUTHERN RAILROAD, NOW THE WISCONSIN CENTRAL LTD. RAILROAD, SAID WESTERN RIGHT-OF-WAY LINE ALSO BEING THE EASTERN LINE OF A STREET KNOWN AS ORCHARD PLACE, AND THE SOUTH LINE OF PRATT AVENUE, SAID SOUTH LINE BEING 55.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTH-WEST QUARTER OF SAID SECTION 35, THENCE SOUTHERLY, ALONG THE WESTERN RIGHT-OF-WAY LINE OF SAID RAILROAD 26.65 FEET TO THE PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN, THENCE CONTINUING SOUTHERLY, ALONG SAID WESTERN RIGHT-OF-WAY LINE, 805.40 FEET TO A POINT ON THE NORTHEASTERN LINE ON THE ILLINOIS TOLL-HIGHWAY COMMISSION EASEMENT RIGHT-OF-WAY QUARTER BY DOCUMENT 108786, THENCE SOUTHEASTERLY, ALONG SAID NORTHEASTERN LINE 54.0 FEET THENCE EASTERLY, ALONG A LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF SAID RAILROAD COMPANY'S MAIN TRACK, FOR A DISTANCE OF 63.65 FEET TO A POINT ON A LINE WHICH IS 30.40 FEET WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK, THENCE NORTHERLY, ALONG SAID PARALLEL LINE, 388.82 FEET TO THE SOUTH LINE OF PRATT AVENUE, AFORESAID, THENCE WESTERLY, ALONG SAID SOUTH LINE 153.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, ALSO.

THAT PART OF THE WEST HALF OF THE SOUTH-WEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERN LINE OF THE RIGHT-OF-WAY OF THE MINNEAPOLIS ST. PAUL AND SOUTHERN RAILROAD, NOW THE WISCONSIN CENTRAL LTD. RAILROAD, SAID WESTERN RIGHT-OF-WAY LINE ALSO BEING THE EASTERN LINE OF A STREET KNOWN AS ORCHARD PLACE, AND THE SOUTH LINE OF PRATT AVENUE, SAID SOUTH LINE BEING 55.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTH-WEST QUARTER OF SAID SECTION 35, THENCE SOUTHERLY, ALONG THE WESTERN RIGHT-OF-WAY LINE OF SAID RAILROAD 26.65 FEET THENCE EASTERLY, ALONG A LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF SAID RAILROAD COMPANY'S MAIN TRACK, FOR A DISTANCE OF 63.65 FEET TO A POINT ON A LINE WHICH IS 30.40 FEET WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK, THENCE NORTHERLY, ALONG SAID PARALLEL LINE, 388.82 FEET TO THE SOUTH LINE OF PRATT AVENUE, AFORESAID, THENCE WESTERLY, ALONG SAID SOUTH LINE 153.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, ALSO.

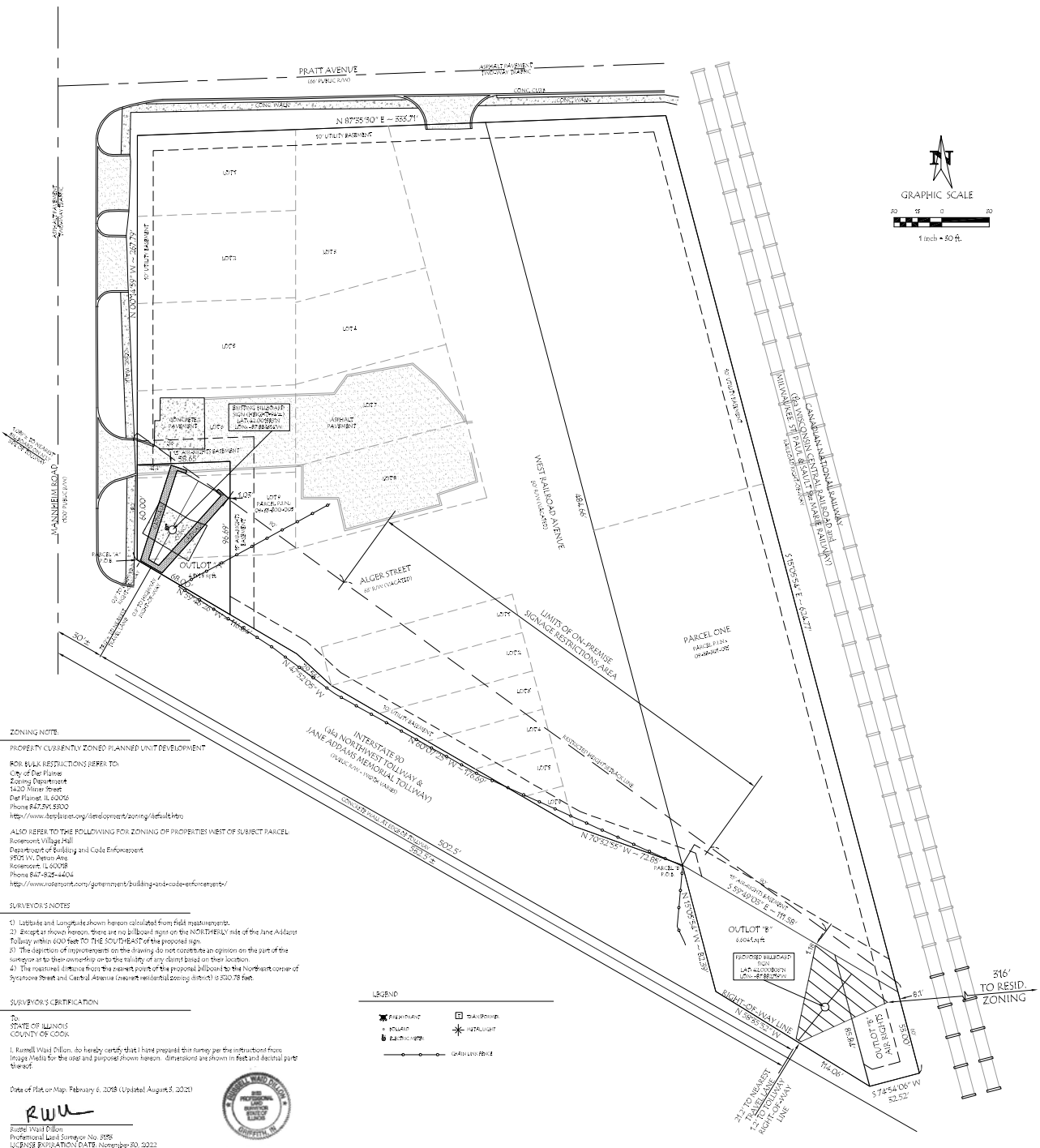
LOTS 4, 5, 6, 7, 8 AND 9 IN RESUBDIVISION OF BLOCK 1 AND VACATED ALLEYS AND LOTS 10 TO 26, BOTH INCLUSIVE, AND VACATED ALLEYS IN BLOCK 2 OF BOERCH'S ADDITION TO ORCHARD PLACE, A SUBDIVISION OF THE NORTH 70S 6 FEET OF THAT PORTION OF THE SOUTH-WEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT-OF-WAY AND GROUNDS OF THE WISCONSIN CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAN OF SAID RESUBDIVISION RECORDED OCTOBER 21, 1924, AS DOCUMENT NUMBER 870244, ALSO.

LOT 1 AND THAT PART OF LOTS 2 TO 6, INCLUSIVE, IN BLOCK 2 IN BOERCH'S ADDITION TO ORCHARD PLACE IN THE SOUTH-WEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE, BEGINNING AT THE NORTHWEST CORNER OF LOT 1, AFORESAID, THENCE SOUTHEASTERLY TO THE SOUTHEAST CORNER OF LOT 6, AFORESAID, ALL IN COOK COUNTY, ILLINOIS, ALSO.

THAT PART OF VACATED WEST RAILROAD AVENUE, PART OF VACATED ALGER STREET AND PART OF A VACATED NORTHEASTERLY AND SOUTHEASTERLY ALLEY IN THE SOUTH-WEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF PRATT AVENUE WITH THE WEST LINE OF WEST RAILROAD AVENUE, THENCE SOUTH 45° 00' 00" EAST, ALONG THE WESTERN LINE OF RAILROAD AVENUE, 242.84 FEET TO THE NORTHERLY LINE OF ALGER STREET, THENCE SOUTH 14° 00' 00" WEST, ALONG SAID NORTHERLY LINE, 140.32 FEET TO A BEND THEREIN, THENCE SOUTH 87° 45' 00" WEST, ALONG SAID NORTHERLY LINE, 84.41 FEET TO THE EASTERLY TERMINUS OF THAT PART OF ALGER STREET PREVIOUSLY VACATED PER DOCUMENT 149698, THENCE SOUTH 45° 00' 00" EAST, ALONG SAID EASTERLY TERMINUS, 84.41 FEET THENCE SOUTH 45° 00' 00" EAST, ALONG SAID EASTERLY LINE, 140.32 FEET TO THE EASTERLY LINE OF A NORTHEASTERLY AND SOUTHEASTERLY ALLEY, THENCE NORTH 54° 55' 44" WEST, ALONG SAID EASTERLY LINE, 25.00 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF ALGER STREET, THENCE NORTH 75° 02' 00" WEST, ALONG SAID SOUTHERLY LINE, 125.00 FEET TO THE WEST LINE OF WEST RAILROAD AVENUE, THENCE SOUTH 14° 00' 00" EAST, ALONG SAID WESTERN LINE, 149.89 FEET TO THE NORTHERLY TERMINUS OF THAT PART OF WEST RAILROAD AVENUE PREVIOUSLY VACATED PER DOCUMENT 149698, THENCE SOUTH 77° 02' 45" EAST, ALONG SAID NORTHERLY TERMINUS, 7.25 FEET TO THE EASTERLY LINE OF WEST RAILROAD AVENUE, THENCE NORTH 14° 00' 00" WEST, ALONG SAID EASTERLY LINE, 48.66 FEET TO THE SOUTH LINE OF PRATT AVENUE, THENCE SOUTH 87° 45' 00" WEST, 65.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



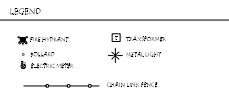
VICINITY MAP
no scale



ZONING NOTE
PROPERTY CURRENTLY ZONED PLANNED UNIT DEVELOPMENT
FOR BULK RESTRICTIONS REFER TO:
City of Oak Brook
Zoning Department
1420 River Street
Oak Brook, IL 60056
Phone 647.591.5500
<http://www.brooknet.com/government/zoning/default.htm>
ALSO REFER TO THE FOLLOWING FOR ZONING OF PROPERTIES WEST OF SUBJECT PARCEL:
Rosemont Village Hill
Department of Building and Code Enforcement
9501 W. Devon Ave
Rosemont, IL 60018
Phone 847.925-4404
<http://www.rosemont.com/government/building-and-code-enforcement/>

SURVEYOR'S NOTES
1) Lotbooks and Longitudes shown herein calculated from field measurements.
2) Except as shown herein, there are no railroad signs on the NORTHERLY side of the Jane Addams Tollway within 400 feet TO THE SOUTHEAST of the proposed sign.
3) The depiction of improvements on the drawing do not constitute an opinion on the part of the surveyor as to their ownership or to the validity of any claim based on their location.
4) The measured distance from the eastern point of the proposed billboard to the Northeast corner of Syracuse Street and Central Avenue (nearest residential zoning district) is 530.78 feet.

SURVEYOR'S CERTIFICATION
To:
STATE OF ILLINOIS
COUNTY OF COOK
I, Russell Ward Dillon, do hereby certify that I have prepared this survey per the instructions from Image Media for the use and purpose shown herein, dimensions shown in feet and decimal parts thereof.
Date of Plot on Map: February 6, 2008 (Updated August 6, 2021)
Russell Ward Dillon
Professional Land Surveyor No. 1955
LICENSE EXPIRATION DATE: November 30, 2022



SHEET 1 OF 1	Image Media 5101 Darmstadt Road, Suite A Hillside, Illinois
-----------------------	---

PLAN OF SURVEY 2811 Mannheim Road DES PLAINES, ILLINOIS

ZARKO SEKEREZ & ASSOCIATES, Inc. SURVEYING & LAND PLANNING 116 WEST CLARK STREET CHICAGO, ILLINOIS 60607 Phone: 312-726-1313 Fax: 312-238-9508 Web: www.sekerez.com
--

DRAWN BY: PS	CHECKED BY: RL
DATE: February 6, 2008	UPDATE: August 6, 2021
JOB No.: 10770	

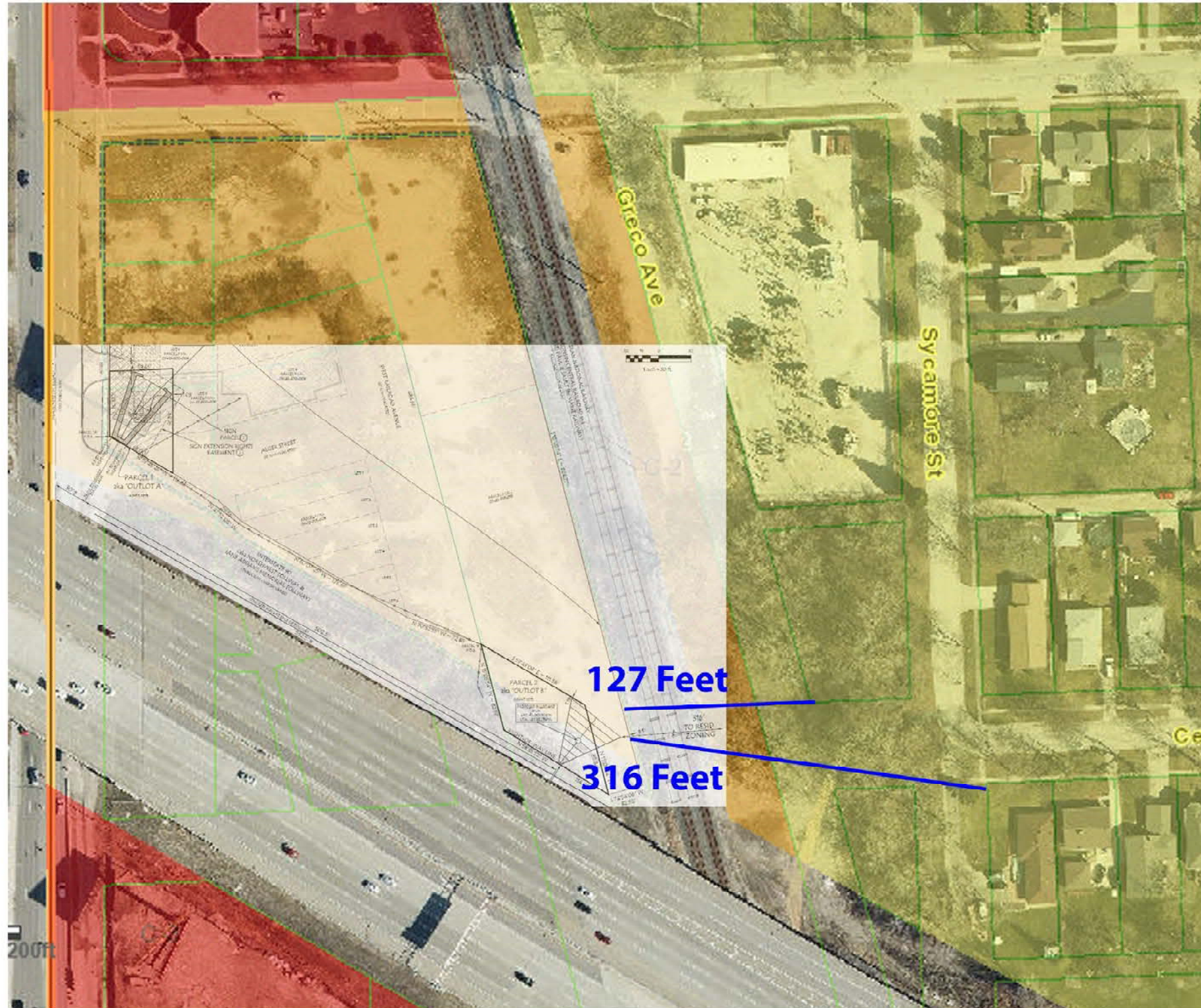


EXHIBIT E

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Prominence Des Plaines, LLC, is the owner of approximately four acres ("**Undeveloped Parcels**") at the property commonly known as 2805-2845 Mannheim Road, Des Plaines, Illinois; and

WHEREAS, Image Des Plaines, LLC ("**Petitioner**") is the contract purchaser of the Undeveloped Parcels and is the owner of a 4,592-square-foot outlot abutting the Undeveloped Parcels ("**Outlot A**"), which is currently improved with a billboard (collectively, the Undeveloped Parcels and Outlot A are the "**Subject Property**"); and

WHEREAS, Ordinance No. Z-52-21 adopted by the City Council of the City of Des Plaines on _____, 2021 ("**Ordinance**"), grants approval of a variation to allow Petitioner to construct a billboard on the Subject Property, 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-52-21, 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:

IMAGE DES PLAINES LLC

By: _____

By: _____

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

Its: _____

Notary Public





COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 23, 2021

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

From: Davorka Kirincic, AICP, Associate Planner / CDBG Administrator 
John T. Carlisle, AICP, Director of Community & Economic Development 

Subject: Public Hearing Regarding Program Year 2020 CDBG Consolidated Annual Performance & Evaluation Report

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

Analysis: The City of Des Plaines Program Year (PY) 2020 CAPER summarizes the program performance of Year 1 of the CDBG Consolidated Plan (PY2020 Action Plan, October 1, 2020, to September 30, 2021). The CAPER reports on the expenditures and accomplishments of the public service, housing, and infrastructure programs performed with respect to the goals established in the Action Plan. It is summarized in the memorandum transmitting the resolution and complete package for the Consent Agenda.

This public hearing will complete the required public comment period as required by HUD. The 15-day public comment period for the CAPER began November 17, 2021, following a public notice published in the *Journal and Topics* on November 3, 2021. The CAPER is available for public viewing at the Civic Center, as well as at the following link: www.desplaines.org/draft2020caper.

Recommendation: I recommend that the City Council hold the public hearing regarding the PY2020 Consolidated Annual Performance & Evaluation Report.



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 23, 2021

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

From: Davorka Kirincic, AICP, Associate Planner / CDBG Administrator *[Signature]*
John T. Carlisle, AICP, Director of Community & Economic Development *[Signature]*

Subject: Program Year 2020 CDBG Consolidated Annual Performance & Evaluation Report (CAPER) Adoption

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

Analysis: The City of Des Plaines Program Year (PY) 2020 CAPER summarizes the program performance of Year 1 of the CDBG Consolidated Plan (PY2020 Action Plan, October 1, 2020, to September 30, 2021). The CAPER reports on the expenditures and accomplishments of the public service, housing, and infrastructure programs performed in respect to the goals established in the Action Plan. As of November 23, no public comments were received.

Recommendation: I recommend that the City Council approve Resolution R-192-21 approving the PY2020 Consolidated Annual Performance & Evaluation Report.

Attachments:

Attachment 1: PY2020 CAPER Public Notice

Resolution-R-192-21

Exhibit A: PY2020 CAPER

CITY OF DES PLAINES

PUBLIC COMMENT PERIOD and PUBLIC HEARING for the:

Community Development Block Grant Program Year 2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

PUBLIC COMMENT PERIOD

Notice is hereby given that the City of Des Plaines Program Year 2020 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) will be available for public review and comment beginning Wednesday, November 17, 2021. The CAPER is the City's annual CDBG report to the U.S. Department of Housing and Urban Development (HUD). It will reflect the Program Year 2020 results, which began October 1, 2020 and ended September 30, 2021.

The City of Des Plaines invites comments on the CAPER. The public comment period will begin Wednesday, November 17, 2021, and end Monday, December 6, 2021. The report will be available by visiting the Civic Center, Community and Economic Development Department, 1420 Miner Street, Des Plaines, IL, 60016 and at:

<http://desplaines.org/cdbgplansreports>. Written comments can be sent to this address to the attention of the CDBG Administrator. Commenters will receive a written response within 15 days of receipt. Citizens will also have the opportunity to present comments at the public meeting described below.

PUBLIC HEARING

A public hearing on the CAPER will be held during the regularly scheduled City Council meeting on Monday, December 6, 2021. The public hearing will begin at 7 p.m. in Room 102 of the Des Plaines Civic Center, 1420 Miner Street, Des Plaines, IL 60016. Citizen comments will be submitted with the CAPER to HUD after the hearing.

The City of Des Plaines encourages all interested persons, groups, and organizations to make comments at this hearing. If requested at least five (5) working days prior to the public hearing, the City will attempt to make available foreign language and sign language interpreters for non-English speaking and hearing-impaired persons wishing to participate in the public hearing.

CITY OF DES PLAINES

RESOLUTION R - 192 - 21

**A RESOLUTION APPROVING THE COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM
CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT FOR PROGRAM YEAR 2020.**

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

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

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

WHEREAS, the 2020 program year began on October 1, 2020, and ended September 30, 2021; and

WHEREAS, the City accepted public comment on the 2020 CAPER from November 17, 2021, through December 6, 2021; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the 2020 CAPER and submit it to HUD;

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

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

SECTION 2: APPROVAL OF 2020 CAPER. The City Council hereby approves the 2020 CAPER in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3: AUTHORIZATION TO SUBMIT 2020 CAPER TO HUD. The City Council hereby authorizes and directs the City Manager, on behalf of the City, to submit the 2020 CAPER to HUD no later than December 31, 2021.

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



CAPER

2020 Consolidated Annual Performance and Evaluation Report

FOR

COMMUNITY DEVELOPMENT BLOCK GRANT

TO BE SUBMITTED TO THE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

THE PROGRAM YEAR 2020

(October 1, 2020 – September 30, 2021)

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

Des Plaines, Illinois 60016

DRAFT COPY FOR THE PUBLIC COMMENT PERIOD

November 17, 2021, to December 6, 2021

PLEASE NOTE THAT THIS IS A DRAFT OF THE PY2020 CAPER. THERE ARE OUTSTANDING INVOICES FOR THE DECEMBER 20, 2021 WARRANT REGISTER, WHICH ARE NOT CURRENTLY INCLUDED IN THE PR-26 OF THIS CAPER.

AS A RESULT OF THE ABOVE, AN UPDATED DOCUMENT OF THE PR-26 AS PART OF THE PY2020 CAPER WILL BE SUBMITTED TO HUD BEFORE DECEMBER 31, 2021.

DRAFT

PY2020 CAPER

Executive Summary

Introduction

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

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

The current Consolidated Plan includes the program years 2020 through 2024 (October 1, 2020, to September 30, 2025). To that end, the City of Des Plaines PY2020 CAPER reflects on the accomplishments of Year One (October 1, 2020, to September 30, 2021) of the Consolidated Plan (PY2020 Action Plan).

CR-05 - Goals and Outcomes

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

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year. High priority needs accomplished included: affordable housing, homelessness prevention, other special housing/non-homeless needs, and public service needs. Public facilities and public infrastructure were identified as medium priority needs in the PY2020-2024 Consolidated Plan. A new five-year Consolidated Plan is planned to moderately increase the spending of funds during the next five years to draw down on the unspent funds. These plans included increasing funds for home rehabilitation programs, the Public Facility Program, and the Public Infrastructure Improvement Program as a backup project. In the City's Consolidated Plan, backup projects were identified in many areas to ensure the ability to draw down leftover funds on

an annual basis.

Because the City was successful in spending down previously accumulated funds through the last Consolidated Plan, at the time of adoption of the PY2020 Annual Action the staff was calculating that the City will have only \$17,426.00 of leftover funds from the PY2019. For the PY2020 Annual Action Plan did not plan to have any backup projects (the Public Facility Program, and the Public Infrastructure Improvement Program). In reality, due to the Covid-19 pandemic, an amount of \$110,244.53 was leftover from the PY2019 instead of the \$80,000 which were originally incorporated into PY2020, including an additional \$8,000 for the MRP and \$72,000 for the public facility improvement as backup projects. With the fact that the Covid-19 pandemic continued to the PY2020 and that the City did not spend all of its planned funding. Most likely the PY2021 Action Plan will be amended to incorporate additional public facility and/or public infrastructure projects as backup projects to make sure that additional leftover funds will be spent timely.

The Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, makes \$5 billion available in supplemental Community Development Block Grant (CDBG) funding from the Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to the Covid-19 pandemic (CDBG-CV grant). The City received \$376,164 for the third round of CARES Act (CDBG-CV3) funding. The City's cumulative amount for all allocation rounds is \$556,931. On June 1, 2020, the City of Des Plaines (City) amended its 2015-2019 Consolidated Plan and PY2019 Annual Action Plan to incorporate the receipt of CDBG-CV1 Grant funds (\$180,767) and also amended its CDBG Citizen Participation Plan to allow for the expedited amendment process (collectively the PY2019 City of Des Plaines CARES Act Amendment CV1). According to and following the expedited amendment process approved by HUD, on February 16, 2021, the City amended, for a second time, its 2015-2019 Consolidated Plan and PY2019 Annual Action Plan to incorporate the receipt of a third-round (\$376,164) of Coronavirus Response Funds (collectively, the PY2019 City of Des Plaines CARES Act Amendment CV3). According to the above CARES Act amendments, the new goal (#7: Prevent, Prepare for and Respond to COVID-19 Pandemic) was added to the Des Plaines 2015-2019 Strategic Plan.

The staff was waiting on directions for how to report accomplishments of CARES Act funding (CDBG-CV and CDBG-CV3 funds) and received directions to address accomplishments of the CDBG-EN funds and portion of the CARES Act funding which were spent until reporting this CAPER. Below are accomplishments of the regular CDBG-EN funds and on the last page of this report is an overview of the CDBG-CV funds spent.

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

- The Home Repair Program (HRP) had been the central activity of the City's CDBG Program. During the last few years, the Annual Action Plans increased the HRP allocation based on the trend of previous program years. This approach had initially shown success by creating the opportunity to serve low- and moderate-income households with specific home repair projects. However, later obstacles resulted in some projects not being completed, causing funds to accumulate from previous years. In the last five years, staff put additional effort into better promoting the HRP program, which resulted in an increase in HRP applicants and a waiting list. Additionally, staff looked into ways to modify program requirements to

ensure that it would be easier for households to comply and complete the projects in the program year. The aforementioned efforts resulted in the assistance of nine households with CDBG funds for PY2018 and a few (only five) for PY2019 and three for the PY2020 due to Covid-19 pandemic obstacles.

- The Minor Repair Program (MRP) was introduced in PY2015 as a pilot program primarily targeting seniors in need of minor home repairs and the opportunity to live and age in the comfort of their own homes. Unfortunately, in PY2017, no households were able to qualify for the program. To improve participation, in the PY2017, staff reduced the year lien, which would be placed on the property or homeowner. Instead of placing a lien on a property for ten years, it has been reduced to three years. These changes resulted in the qualification and repair of two households as was planned for the PY2020.

- The Emergency Repair Program (ERP) has proven to be effective in maintaining decent housing by assisting low-and moderate-income households during emergencies. Typical housing activities include temporary repairs to a leaking roof and plumbing/heating issues. Often, the maximum grant amount (\$2,500) was not enough, and staff increased funding to \$3,000, starting with PY2017. In PY2020, none household qualified for this program. The Emergency Home Repair Program is intended to be used only on an as-needed basis in the event of an individual emergency.

Improve Public Facilities: The Des Plaines Strategic Plan identified the use of CDBG funds to improve park facilities in high-density LMA residential neighborhoods: The Apache Park Neighborhood Project, completed in PY2015, received \$200,000. The Seminole Public Park Rehabilitation project was completed in PY2016 for \$102,149. Additionally, the Seminole Park Playground Improvement Project was completed in PY2017 for \$75,000. The City was successful in spending down previously accumulated funds through PY2017 and did not allocate CDBG funds toward public facilities in low-and moderate-income areas for PY2018, PY2019, and PY2020 as originally planned in the Consolidated Plan.

Public Infrastructure Improvement Projects: These projects encompass a wide range of eligible activities that include infrastructure/facilities construction and rehabilitation to assist primarily residential LMA. In recent years, the City was able to improve the conditions of public sidewalks and alleys in low-and moderate-income areas in an efficient manner. In PY2017, four existing intersection sidewalks were improved to comply with ADA requirements at Scott Street and Nimitz Drive; Scott Street and Sunset Drive; Craig Drive and Pratt Avenue; and Plainfield Drive and Everett Avenue. Furthermore, new street lights were installed on existing light poles throughout the Apache Park Neighborhood. All subject projects were located in low-and moderate-income areas of the City. As mentioned earlier, the City was successful in spending down these funds through PY2017. The City did not allocate CDBG funds toward public infrastructure in low-and moderate-income areas for PY2020 as originally planned in the Consolidated Plan as backup projects.

Public Service Programs: Four public service sub-recipient organizations received CDBG funding in PY2020. All CDBG projects/activities were completed by the end of PY2020. The City of Des Plaines collaborates with several public service not-for-profit agencies to assist the needs of the homeless, persons at-risk, and transitional housing persons, as well as leading them towards more permanent independent living solutions.

The City works with Northwest Compass and the Center of Concern to provide homelessness prevention (at-risk) services through the CDBG Counseling Housing and Homeless Prevention, Housing Counseling, Resources, and Home Sharing Program, respectively. Some of the services provided to low-and moderate-income residents include one-on-one counseling, advice for landlord-tenant mediation, fair housing information,

employment, Medicare insurance, legal and financing counseling, emergency rent, mortgage aid, housing location assistance, and security deposit loans. In PY2020, these programs have assisted a combined 323 residents.

High-priority housing community development needs of the Consolidated Plan include senior and youth programs. In PY0220, the CDBG program funded the Senior Housing and Supporting Services Program to provide the elderly with employment counseling and networking resources (although available to all low-and moderate-income Des Plaines residents). In PY2020, this program assisted a combined 74 residents/households.

Des Plaines continues to support programs that provide transitional housing and counseling towards permanent and independent living. Both The Harbour Inc. and Women In Need Growing Stronger (WINGS) are nonprofit housing and social service agencies that provide emergency and transitional housing for runaway youth and abused women as limited clientele/presumed benefits. During occupancy, participants are presented with a wide range of counseling to improve their transition towards permanent housing. Aftercare and alternative agency resources are also provided. In PY2020, The Harbour Inc. and WINGS assisted eight and four persons, respectively.

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

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

Table 1a. shows the expected number of beneficiaries in each activity/service category compared to the actual number for this program year. The reported number of beneficiaries was lower than expected for some public and homeless services. The actual number of beneficiaries for subject public services and homeless services was affected by the Coronavirus pandemic which seriously impacted the non-profit agencies that provide these services at approximately the mid-point of the year. Agencies re-worked how they provide services and, although in some cases fewer numbers of beneficiaries were served, their needs were greater (and more costly to address) due to the Coronavirus and its impacts on residents. The City of Des Plaines additionally helped subject agencies through CARES Act funding (CV and CV3 grants) which will be reported at a later date (per HUD further directions) as mentioned earlier.

This program year, home rehabilitation programs were hit due to the inability to perform construction and inspections of the projects during the Covid-19 pandemic but after all 90% completed (five) of eight households planned. Although not all of the estimates for the number of beneficiaries were met for the PY2020 Annual Action Plan (See Table 1a), the City is expecting to meet all estimates for the five years of the Consolidated Plan. The City of Des Plaines has made progress on its one-year Action Plan that is appropriate with the expected pace of the vision, goals, and objectives of the Strategic Plan in the five-year Consolidated Plan.

Table 1b. shows the expected compared to actual beneficiary counts for the five-year Consolidated Plan period. Although there were public service and home rehabilitation project disruptions in the PY2020, the City is hoping to exceed all of its five-year goals. The Public Facility and Public Infrastructure projects will be used down the line as backup projects to spend any future accumulated funds in low-and moderate-income areas of the City. The City did not need to allocate CDBG funds toward public infrastructure and public facilities in low-and moderate-income areas for PY2020 as originally planned in the Consolidated Plan as backup projects.

		Spent			Table 1a. PY2020 Program Year			Table 1b. Strategic Plan		
Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected Program Year	Actual Program Year	Percent Complete	Expected Strategic Plan	Actual Strategic Plan	Percent Complete
Improve Public Facilities										
*Capital Improvements: Improve Public Facilities	Non-Housing Community Development	CDBG: see below	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Low/Moderate Income Census Block Groups- Persons Assisted	0,00	*0,00	N/A	700	0.00	0.00%
Improve Public Infrastructure										
*Capital Improvements: Improve Public Infrastructure	Non-Housing Community Development	CDBG: see below	Public Facilities or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Low/Moderate Income Census Block Groups- Persons Assisted	0,00	*0,00	N/A	700	0.00	0.00%
Make Housing Affordable, Accessible, and Sustainable										
*Capital Improvements: Preserve affordable, accessible, sustainable housing	Affordable Housing	CDBG: See below	Homeowner Housing Rehabilitated	Low Moderate Income Household Housing Unit (Home Rehabilitation Programs: PY2016)	8	5	62.50%	40	5	1.25%
Services: Provide Financial Assistance for Public Programs and Services										
Provide Public Services	Limited Clientele Homeless and at risk of Homeless	CDBG: See below	Public Service Activities for Low/Moderate Income Housing Benefit	Persons Assisted (Center of Concern, Northwest Compass)	320	397	124.06%	1600	397	24.81%

Provide Public Services	Limited Clientele Presumed Benefits	CDBG: See below	Public Service Activities other than Low/Moderate Income Housing Benefit	Persons Assisted (WINGS, The Harbour)	20	12	60.00%	110	12	10.90%
Planning and Administration: Conduct Planning and Administration Activities										
Planning and Administration: Conduct planning	Planning and Administration	CDBG: See below	Other	Other (Planning and Administration)	N/A	N/A	N/A	N/A	N/A	N/A

Table 1 Accomplishments – Program Year & Strategic Plan to Date

The Des Plaines Strategic Plan identified the use of CDBG funds to improve public facilities and public infrastructure in high-density LMA residential neighborhoods as a backup project to spend. In the past, the City of Des Plaines completed a variety of activities as a part of the Improve Public Facilities and Public Infrastructure Improvement Program as a backup project to be able to spend accumulated funds from previous years. As the City was successful in spending down previously accumulated funds through the last Consolidated Plan, the City did not use CDBG funds toward public infrastructure and public facility improvements in low- and moderate-income areas for PY2020 as originally planned in the Strategic Plan of the Consolidated Plan, and that was the reason that CAPER is showing the underperforming goals.

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

The City's use of CDBG funding distribution is generally broken down as follows: 65% home rehabilitation programs, 15% public services, 20% program administration activities, and the rest for public facilities and infrastructure improvements. During this program year, the City received a total of \$307,288 in funding. In addition to that, there were leftover funds from PY2019 for \$17,426 leaving a total amount of \$324,714. In an effort to draw down these funds, the City has conducted the following activities within the identified programs:

Preserve Affordable, Accessible, and Sustainable Housing These programs have been identified as a high priority need in the 2020-2024 Consolidated Plan. Five owner-occupied homes were improved via the City's Home Repair Program, and two households were improved via the Minor Repair Program, utilizing PY2020 funds. The Emergency Home Repair Program is also included in this goal, but it is intended to be used only on an as-needed basis in the event of an individual emergency. There were none in need of the Emergency Repair Program during PY2020, and the remaining balance will be carried toward and used during PY2021.

During PY2015, staff dramatically increased public advertising and awareness of Home Rehabilitation Programs. As a result, the Northwest Housing Partnership, as an administrator of these programs, had a long waitlist of qualified households for these programs in PY2018. Unfortunately, quite a few households were unable to complete the program in PY2019 and PY2020 due to Covid-19 pandemic obstacles. Staff is still researching existing

processes and procedures to make sure it will be easier for households to comply and complete projects for the next program year. Due to the pandemic, two HRP households (IDIS #824 and 826) from PY2019 were finished in the PY2020 and together with the PY2019 HRP and MRP Administration Activities (IDIS #828 and IDIS #829) are included in the PY2020 PR-26. Currently, the PR-26 Report is showing that \$137,033.69 was used for all three home rehabilitation programs. Approximately, the total amount of \$110,000 will be used for all three subject programs for the PY2020 when the last two PY2020 HRP household activities (IDIS #853 and IDIS #854) will be completed at the end of December and additional funding will be drawn for that purpose and HRP and MRP Administration Activities (IDIS #837 and IDIS #841). This amount is slightly less than in PY2017, PY2018, and PY2019 due to the impacts of the Covid-19 pandemic. Relatedly, due to the high interest in housing rehabilitation programs in the last five years, the staff is continuing to fund the Home Repair Program and Minor Repair Program with \$179,528 and \$29,275 respectively for PY2021. Staff will also continue to fund \$6,000 to the Emergency Repair Program, as has been done in previous years.

Provide Public Services These programs are high-priority needs but are limited to 15% of the total annual grant. Nearly 100% of planned funds were expended to support organizations that provided counseling, support, and referral services; child and youth services; senior services that enabled them to "age in place"; special needs services; health care services; financial, career, and employment counseling services; interpretation services with multilingual staff; and housing-related services by addressing issues such as homelessness prevention, helping homelessness. A total amount of \$34,300 was spent in PY2020 on the mentioned public social services. Additionally, an amount of \$11,700 was awarded to social service agencies that provide emergency and transitional housing for runaway girls and abused women as limited clientele/presumed benefits.

Improve Public Facilities Although this program is typical of low priority, Des Plaines completed a variety of activities as a part of the Public Facility Improvement Program as backup projects in previous program years. Due to the fact that the City was successful in spending down previously accumulated funds through the last PY2015-2019 Consolidated Plan, the City did not use CDBG funds toward public facilities in low- and moderate-income areas for PY2020 as originally planned in the Consolidated Plan.

Improve Public Infrastructure In the past, the City of Des Plaines completed a variety of activities as a part of the Public Infrastructure Improvement Program as a backup project. Due to the fact that the City was successful in spending down previously accumulated funds through the last PY2015-2019 Consolidated Plan, the City did not use CDBG funds toward public facilities in low- and moderate-income areas for PY2020.

Conduct Planning and Administration Activities The City staff regularly contacted sub-recipients, including activities such as agreement preparation and execution, quarterly reporting, reimbursement processing, monitoring, and on-site pre-construction meetings, and post-construction administration. Additional activities included monthly lunch workshops, collaborating with other north suburban CDBG entitlement communities, and creating consistent monitoring and reporting activities, especially for sub-recipients that receive funding from multiple entitlement communities. In this program year, staff allocated \$61,410 for the payroll and spent all of the budgets.

Timeliness: PR-56

On August 2, 2021, the Chicago HUD Office conducted an annual timeliness test of Des Plaines' CDBG expenditures. It was determined that Des Plaines' timeliness ratio was under 1.5 and Des Plaines was in compliance with the timeliness performance standard.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	363
Black or African American	43
Asian	42
Other multi-racial	18
Total	409
Hispanic	143
Not Hispanic	266

Table 3 – Table of assistance to racial and ethnic populations by the source of funds

Narrative

Des Plaines is a racially and ethnically diverse community, as is reflected in the above resident data. A total of 409 Des Plaines residents were served during PY2020, including the races in Table 2. In addition to the beneficiaries reported above, three (white persons) households were assisted through the Home Repair Program, and two (white persons) households were assisted through our Minor Repair Program.

The racial and ethnic composition of the persons assisted is indicated above and roughly reflects the population of the City of Des Plaines.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG		\$433,020.90	\$198,530.21

Table 2 – Resources Made Available

Narrative

The City received an entitlement allocation of \$307,241. Due to some of the home rehabilitation projects not being completed until the end of the PY2019 an unexpended balance of \$125, 779.90 was shown on Line #16 in the PR-26 for the PY2019, which made an available total amount of \$433,020.90 for the PY2020.

In PY2020, the Covid-19 pandemic continued heavily impacting some of the public service programs, as well as all home rehabilitation projects, and the City did not spend all planned funds.

Currently, the "Amount Expended" (\$198,490.69) is shown on Line 15, and "Unexpended Balance" (\$234,530.21) is shown on Line #16 of the PR-26 for the PY2020. When the rehabilitation activities mentioned earlier (IDIS #837, IDIS #841, IDIS #853, and IDIS #854) will be completed by the end of December and funding drawdown for them, approximately an additional \$83,266.00 will be left over to be reprogrammed as a backup project. The City will decide at that time if it will proceed with an amendment of the PY2021 or if it will roll over subject funds to the next PY and plan to spend it as backup projects in the PY2020 Annual Action Plan. This does not include the already incorporated \$72,000 for the Public Facility Improvement Project (Seminole Park Improvement Project) in the PY2021 Annual Action Plan.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Des Plaines City Wide (PY2020)	100	100	All CDBG projects
Low to Moderate Income Census Block Groups	0		Block Groups Where at Least 41.26% of Households Are Low or Moderate Income

Table 3 – Identify the geographic distribution and location of investments

Narrative

100% of the CDBG funds were spent as planned City-wide, through home rehabilitation projects, public social service programs, and planning.

Leveraging

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

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

Also, the City's sub-recipients, including the North West Housing Partnership, Northwest Compass Inc., WINGS, The Harbour, and the Center of Concern, used CDBG funds to leverage HUD, State, municipal and private resources to operate programs for incorporated City of Des Plaines residents. In terms of housing projects, some Home Rehabilitation Program participants can fully fund the balance of their rehabilitation project that exceeds their forgivable loan/grant amount. Public infrastructure and facility projects funded by CDBG are typically leveraged with separate public funding to complete larger projects. For instance, CDBG funds were used to help fill funding gaps in larger-scale projects such as Apache Neighborhood Park Rehabilitation in PY2014 and PY2015; Seminole Park Renovation in PY2016 and Seminole Park Playground Improvement in PY2017-all done by the Des Plaines Park District. Two infrastructure projects/ADA Compliance Intersection Sidewalk Improvements and Apache Neighborhood Street Lighting were done as backup projects in PY2017 by the City's Public Works and Engineering Department. No public infrastructure and public facility projects were utilized in the PY2018, PY2019, and PY2020.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families, served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

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

Table 4- Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance		0
Number of households supported through The Production of New Units		0
Number of households supported through Rehab of Existing Units	8	5
Number of households supported through Acquisition of Existing Units		0
Total	8	5

Table 5 - Number of Households Supported

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

During PY2020, five non-homeless affordable housing units, with a total of 15 occupants/residents, participated in the home rehabilitation programs, while eight households were projected for the PY2020 Action Plan and 40 overall units were projected for the five-year Consolidated Plan term. These programs are in demand; however, not everyone is eligible as prospective recipients are turned away due to their household incomes exceeding income requirements. Unfortunately, only five of 11 households from the waitlist went through housing programs, and staff is continuously looking into ways to modify the program requirements to ensure that it will be easier for households to comply and complete projects. In doing so, during PY2017, staff already reduced the lien term requirement for the MRP from ten years to three years in order to increase participation.

Two of the five funded household rehabilitation activities are still under construction and will be completed by the end of December 2021. Such construction explains why three household rehabilitation activities are still open in the IDIS. Two are household activities and the other one is a sub-recipient Home Repair Program Administration Activity.

Staff will continue allocating funds towards housing rehabilitation programs.

Emergency Home Repair Program funds are only used in case of an emergency/as needed, and this year no household was served.

Discuss how these outcomes will impact future annual action plans.

Modifications were made to the upcoming PY2021 Annual Action Plan to keep funds for the home rehabilitation programs in response to the increased demand for these programs, and also to diversify the type of programs that will be administered through sub-recipients.

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

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-Income	1h	0
Very Low-Income	1h	0
Low Moderate-Income	3h	0
Total	5h	0

Table 6 – Number of Persons Served

Narrative Information

The IDIS populated the number of households instead of the number of persons in the table above. Staff manually entered the actual number of people (marked in parentheses). A total of seven households received housing rehabilitation programs. A total of 14 people benefited from home rehabilitation programs.

It is expected that the City will continue to offer its single-family rehabilitation programs, which were initiated in 1978 and have been provided continuously since then. The City introduced a Minor Repair (and Home Accessibility Modification) Program back in 2015 to provide elderly and disabled populations to stay at home and support aging in place. Additionally, the City implemented the Handyman Program using general funds to assist seniors and persons with disabilities with small home repairs.

The City funds social service sub-recipients (Center of Concern and Northwest Compass Inc.) to develop policies and evaluate outcomes of the City's homelessness prevention efforts for low-income renters helping with one-on-one counseling and advice for tenant and landlord mediation, fair housing

information, First Time Home Buyers Seminars, and ongoing reverse mortgage, budget, and financial counseling. The housing staff typically conducts 30, 60, and 90-day follow-up reviews to ensure households continue to be stabilized.

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

DRAFT

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

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

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

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

Addressing the emergency shelter and transitional housing needs of homeless persons

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

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

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

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

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

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

The Harbour helps homeless youth transition into permanent housing and independent living, while WINGS helps homeless victims of domestic violence transition into permanent housing and independent living. The Center of Concern has a rapid program to assist people coming from public institutions who need intensive and ongoing support and return to permanent housing. Transitional/Rapid Re-Housing with supportive services is offered without preconditions like employment, income, absence of a criminal record, or sobriety.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions were taken to address the needs of public housing

According to a consultation with the Housing Authority of Cook County (HACC), there are no actions planned to occur during City of Des Plaines CDBG PY2019.

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

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

Henrich House was converted from the Public Housing program to the Rental Assistance Demonstration (RAD) program between July 2018 and June 2020. As part of this RAD conversion, HACC performed over \$10 million worth of improvements to the property. As Henrich House is subsidized through the project-based voucher program, residents of Henrich can request to convert their rental assistance to a tenant-based voucher after one year of tenancy at Henrich. Through this option, Henrich House residents have a path to homeownership, as HACC residents receiving tenant-based rental assistance are eligible to participate in HACC's homeownership program. Participation in HACC's homeownership program by Henrich House residents is likely to be very limited, given the resident demographics at Henrich, which serves elderly and/or disabled individuals.

Actions were taken to assist troubled PHAs

The HACC is not designated as troubled.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The AFH is currently in production, and the Enterprise Community Partners are providing technical assistance to develop the AFH and overseeing the participation of other civic organizations. The official HUD deadline to complete the AFH was October 31, 2020. The performance period was a plan to span from November 2018 through March 2022. The AFH is still not completed and that is the reason why the PY2018 Planning and Administration activity will stay open until AFH is completed.

CR-40 - Monitoring 91.220 and 91.230

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

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

Fiscal Monitoring

The City's Finance Department is the fiscal agent for the Village. The Finance Department has preventative internal control systems which ensure timely and accurate expenditure of CDBG resources. Additionally, the City is audited on an annual basis and CDBG funds are included in that audit.

Performance Reporting

The City utilizes HUD's Integrated Disbursement and Information Systems (IDIS) to manage all financial and programmatic information that is generated through its CDBG program of each fiscal year. The CAPER is used to analyze the City's annual activities and programs of the Five-Year Consolidated Plan. The CAPER includes the summary of programmatic accomplishments, resources available, and the status of activities that were undertaken to implement the priority needs established in the Five-Year Plan.

Timeliness

City staff checks its timeliness ratio regularly to ensure that funds are spent promptly. HUD requires a maximum timeliness ratio of 1.5, which equates to having less than 1.5 times the annual entitlement amount of funds available to spend. This year, the City met its timeliness ratio with a rate of 0.79. Staff will continue to monitor the timeliness ratio for compliance with HUD requirements.

MBE/WBE

Annually, the City is required to report on Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). The city's sub-recipients are reaching out to minority and women business enterprises through social media.

Monitoring of Sub-Recipients

The Community Development Department is responsible for creating a contract with its CDBG sub-recipients that outlines the procedures necessary for its sub-recipients to meet all compliance provisions required under the applicable program. The sub-recipients are monitored based on specific objectives and performance measures that are outlined in the agreement. The City may utilize two methods to monitor its CDBG Sub-Recipients including quarterly status reports and an annual site visit (if determined necessary by staff). Additionally, the City will provide technical assistance to its sub-recipients to ensure that the federal and local requirements are being met.

This year the City did not conduct any monitoring visits due to the coronavirus pandemic. City staff did routinely reach out to sub-recipients to discuss the impacts of the coronavirus on their organization.

HUD Monitoring Visit

HUD conducted an onsite monitoring visit in 2015. HUD reviewed the City records and held discussions with staff regarding the City's policies and procedures in compliance with CDBG regulations. City staff was able to satisfy comments from HUD and HUD commended the City on the administration of the CDBG Program.

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

The City of Des Plaines provides frequent workshops, publishes all required legal advertisements, and conducts at least two public hearings every year. This year we are holding two public hearings. One public hearing occurred on August 2, 2021, in order to adopt the PY2021 Annual Action Plan. A second public hearing will be held on December 6, 2021, after the end of the Public Comment Period for the PY2021 CAPER in order to adopt the report.

A legal notice requesting public input on this CAPER was published on November 3, 2021, in the Journal and Topics newspaper. The 15-day comment period begins on November 17, 2021, and will end at the City Council meeting on December 6, 2021. The CAPER will be published in draft form and be available to the public via the internet at <http://desplaines.org/cdbgpplansreports> and in hard copy at City Hall, Community, and Economic Development Department (hours: 8:30 a.m. to 5:00 p.m., Monday-Friday). Written feedback is requested via email, fax, or the United States Postal Service. City staff will respond within 15 days of receipt of written comments. If any comments are received, they will be forwarded to HUD accordingly.

CR-45 - CDBG 91.520(c)

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

To date, no changes have been made to the City's regular CDBG program objectives, however, the Coronavirus pandemic has increased needs in the community. As a result, the City and non-profit agencies have had to adapt their methods of service delivery. The approval of CDBG-CV and CDBG-CV3 involved identifying new and expanded needs caused by the Coronavirus. The 2019 Annual Action Plan was amended twice during the program year to allocate CDBG-CV and CDBG-CV3 funds.

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

No.

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

N/A

COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT CV AND CV3 FUNDS REPORTING

The Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, makes \$5 billion available in supplemental Community Development Block Grant (CDBG) funding from the Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to the Covid-19 pandemic (CDBG-CV grant). The City Received \$180,767 in the first round and received \$376,164 for the third round of the CARES Act (CDBG-CV3) funding. The City's cumulative amount for all allocation rounds is \$556,931.

On June 1, 2020, the City of Des Plaines (City) amended its 2015-2019 Consolidated Plan and PY2019 Annual Action Plan to incorporate the receipt of CDBG-CV Grant funds (\$180,767) and also amended its CDBG Citizen Participation Plan to allow for the expedited amendment process (collectively, the PY2019 City of Des Plaines CARES Act Amendment CV). The whole amount of the \$180,767 was allocated for Public Services Assistance to help Des Plaines' low- and moderate-income households that have been negatively impacted by the Covid-19 pandemic. Funding allows coverage of subsistence payments for the rent/mortgage, and/or utility payments; expenses for the hotel/motel overnight stay during Covid-19 while homeless shelters were closed, and expenses to provide equipment cleaning, and disinfecting supplies necessary to carry out public service during the Covid-19 pandemic. The whole amount of \$180,767 was spent and vouchers were completed into IDIS until January 4, 2021.

Additionally, according to and following the expedited amendment process approved by HUD, on March 15, 2021, the City, for a second time, amended its 2015-2019 Consolidated Plan and PY2019 Annual Action Plan to incorporate the receipt of a third-round (\$376,164) of Coronavirus Response Funds CDBG-CV3 (collectively, the PY2019 City of Des Plaines CARES Act Amendment CV3). This time the City allocated \$100,000 for the Public Services Assistance to help Des Plaines low- and moderate-income households that have been negatively impacted by the Covid-19 pandemic. Funding allows coverage of subsistence payments for the rent/mortgage, and/or utility payments. The rest of the third-round funding (\$276,164) was allocated to the City's Economic Development Small Business Assistance Program (EDSBA), which will focus on the immediate financial needs of small businesses with 20 or fewer Full-Time Employees, located within the Des Plaines corporate limits that have been negatively impacted by the Covid-19 pandemic. Grant awards allow coverage of expenses such as employee wages, rent/mortgage utility subsistence payments, workspace and/or equipment modifications due to social distancing, and expenses tied to the purchase of Personal Protective Equipment (PPE). Additionally, funds may be used to reimburse the costs of business interruption caused by required closures and/or limited operations due to the Covid-19 pandemic. The PR-26-CDBG-CV Financial Summary Report is currently showing an amount of \$423,530.91 which does not include December 6, 2021, Warrant Register drawdown of \$1,111.59 for the Invoice #3/CDBG-CV# Public Service Financial Assistance Program (IDIS #842), and the additional amount of \$18,417.50 for the CDBG-CV# ED Small Business Assistance Program/Invoice #14/AI Weininger Investment dba Anytime

Fitness (IDIS#855). With the above-mentioned drawdown, the whole amount of \$280,767 planned funding in the PY2020 Annual Action plan will be spent on Public Services Assistance to not-for-profit agencies and an amount of \$162,293 will be spent from \$276,164 of planned funding for Economic Development Small Business Assistance Program activities.

The City plans to spend the rest of the funds (\$113,871) leftover from the total CARES Act funded amount (\$556,931) in the next few months and will report completion in the PY2021 CAPER.



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PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	125,779.90
02 ENTITLEMENT GRANT	307,241.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	433,020.90

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	137,033.69
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	137,033.69
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	61,457.00
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	198,490.69
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	234,530.21

PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	137,033.69
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	137,033.69
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	46,000.00
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	46,000.00
32 ENTITLEMENT GRANT	307,241.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	307,241.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	14.97%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	61,457.00
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	61,457.00
42 ENTITLEMENT GRANT	307,241.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	307,241.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	20.00%



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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	8	834	6458698	The Harbour Inc.: Emergency Shelter and Transitional Housing for Homeless Youth Program	05D	LMC	\$1,250.00
2020	8	834	6481356	The Harbour Inc.: Emergency Shelter and Transitional Housing for Homeless Youth Program	05D	LMC	\$1,250.00
2020	8	834	6516992	The Harbour Inc.: Emergency Shelter and Transitional Housing for Homeless Youth Program	05D	LMC	\$1,250.00
2020	8	834	6552808	The Harbour Inc.: Emergency Shelter and Transitional Housing for Homeless Youth Program	05D	LMC	\$1,250.00
					05D	Matrix Code	\$5,000.00
2020	5	831	6517025	WINGS: Safe House Emergency Shelter (Domestic Violence) Program	05G	LMC	\$5,553.34
2020	5	831	6517026	WINGS: Safe House Emergency Shelter (Domestic Violence) Program	05G	LMC	\$976.50
2020	5	831	6552811	WINGS: Safe House Emergency Shelter (Domestic Violence) Program	05G	LMC	\$170.16
					05G	Matrix Code	\$6,700.00
2020	4	830	6471212	Northwest Compass, Inc.: Housing Counseling Program	05J	LMC	\$3,457.92
2020	4	830	6481693	Northwest Compass, Inc.: Housing Counseling Program	05J	LMC	\$4,064.04
2020	4	830	6516075	Northwest Compass, Inc.: Housing Counseling Program	05J	LMC	\$4,970.36
2020	4	830	6552786	Northwest Compass, Inc.: Housing Counseling Program	05J	LMC	\$2,407.68
					05J	Matrix Code	\$14,900.00
2020	6	832	6462378	Center of Concern: Homeless Prevention, Housing Counseling, Home Sharing, and Resources program	05U	LMC	\$2,674.57
2020	6	832	6481417	Center of Concern: Homeless Prevention, Housing Counseling, Home Sharing, and Resources program	05U	LMC	\$2,149.66
2020	6	832	6516986	Center of Concern: Homeless Prevention, Housing Counseling, Home Sharing, and Resources program	05U	LMC	\$1,774.72
2020	6	832	6552806	Center of Concern: Homeless Prevention, Housing Counseling, Home Sharing, and Resources program	05U	LMC	\$2,101.05
2020	7	833	6462386	Center of Concern: Senior Housing and Supporting Services Program	05U	LMC	\$2,028.84
2020	7	833	6481398	Center of Concern: Senior Housing and Supporting Services Program	05U	LMC	\$2,809.97
2020	7	833	6516985	Center of Concern: Senior Housing and Supporting Services Program	05U	LMC	\$2,474.60
2020	7	833	6552803	Center of Concern: Senior Housing and Supporting Services Program	05U	LMC	\$3,386.59
					05U	Matrix Code	\$19,400.00
2019	1	824	6529582	NWHP: Home Repair Program_S. 4th Ave.	14A	LMH	\$24,000.00
2019	1	824	6529584	NWHP: Home Repair Program_S. 4th Ave.	14A	LMH	\$1,252.59
2019	1	824	6557112	NWHP: Home Repair Program_S. 4th Ave.	14A	LMH	\$350.00
2019	1	826	6448453	NWHP: Home Repair Program White St.	14A	LMH	\$1,028.90
2019	2	822	6458299	NWHP: Minor Repair Program_ Shannon Ct.	14A	LMH	\$7,900.00
2019	2	822	6458311	NWHP: Minor Repair Program_ Shannon Ct.	14A	LMH	\$471.48
2020	1	838	6529615	NWHP: PY2020 HRP_ Algonquin Rd.	14A	LMH	\$23,330.00
2020	1	838	6557264	NWHP: PY2020 HRP_ Algonquin Rd.	14A	LMH	\$1,106.41
2020	2	839	6557256	NWHP: PY2020 MRP_Western Ave.	14A	LMH	\$4,250.00
2020	2	839	6557261	NWHP: PY2020 MRP_Western Ave.	14A	LMH	\$532.71
2020	2	840	6495977	NWHP: PY2020 MRP_W. Grant Dr.	14A	LMH	\$7,000.00
2020	2	840	6496107	NWHP: PY2020 MRP_W. Grant Dr.	14A	LMH	\$1,155.70
					14A	Matrix Code	\$72,377.79
2019	1	829	6529594	PY2019_HRP_NWHP_Program Administration	14H	LMC	\$15,473.39
2019	2	828	6462366	PY2019_MRP_NWHP_Program Administration	14H	LMC	\$3,182.51
					14H	Matrix Code	\$18,655.90
Total							\$137,033.69

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2020	8	834	6458698	No	The Harbour Inc.: Emergency Shelter and Transitional Housing for Homeless Youth Program	B20MC170009	EN	05D	LMC	\$1,250.00
2020	8	834	6481356	No	The Harbour Inc.: Emergency Shelter and Transitional Housing for Homeless Youth Program	B20MC170009	EN	05D	LMC	\$1,250.00
2020	8	834	6516992	No	The Harbour Inc.: Emergency Shelter and Transitional Housing for Homeless Youth Program	B20MC170009	EN	05D	LMC	\$1,250.00
2020	8	834	6552808	No	The Harbour Inc.: Emergency Shelter and Transitional Housing for Homeless Youth Program	B20MC170009	EN	05D	LMC	\$1,250.00
								05D	Matrix Code	\$5,000.00
2020	5	831	6517025	No	WINGS: Safe House Emergency Shelter (Domestic Violence) Program	B20MC170009	EN	05G	LMC	\$5,553.34
2020	5	831	6517026	No	WINGS: Safe House Emergency Shelter (Domestic Violence) Program	B20MC170009	EN	05G	LMC	\$976.50
2020	5	831	6552811	No	WINGS: Safe House Emergency Shelter (Domestic Violence) Program	B20MC170009	EN	05G	LMC	\$170.16
								05G	Matrix Code	\$6,700.00



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2020	4	830	6471212	No	Northwest Compass, Inc.: Housing Counseling Program	B20MC170009	EN	05J	LMC	\$3,457.92
2020	4	830	6481693	No	Northwest Compass, Inc.: Housing Counseling Program	B20MC170009	EN	05J	LMC	\$4,064.04
2020	4	830	6516075	No	Northwest Compass, Inc.: Housing Counseling Program	B20MC170009	EN	05J	LMC	\$4,970.36
2020	4	830	6552786	No	Northwest Compass, Inc.: Housing Counseling Program	B20MC170009	EN	05J	LMC	\$2,407.68
								05J	Matrix Code	\$14,900.00
2020	6	832	6462378	No	Center of Concern: Homeless Prevention, Housing Counseling, Home Sharing, and Resources program	B20MC170009	EN	05U	LMC	\$2,674.57
2020	6	832	6481417	No	Center of Concern: Homeless Prevention, Housing Counseling, Home Sharing, and Resources program	B18MC170009	EN	05U	LMC	\$0.85
2020	6	832	6481417	No	Center of Concern: Homeless Prevention, Housing Counseling, Home Sharing, and Resources program	B20MC170009	EN	05U	LMC	\$2,148.81
2020	6	832	6516986	No	Center of Concern: Homeless Prevention, Housing Counseling, Home Sharing, and Resources program	B20MC170009	EN	05U	LMC	\$1,774.72
2020	6	832	6552806	No	Center of Concern: Homeless Prevention, Housing Counseling, Home Sharing, and Resources program	B20MC170009	EN	05U	LMC	\$2,101.05
2020	7	833	6462386	No	Center of Concern: Senior Housing and Supporting Services Program	B20MC170009	EN	05U	LMC	\$2,028.84
2020	7	833	6481398	No	Center of Concern: Senior Housing and Supporting Services Program	B20MC170009	EN	05U	LMC	\$2,809.97
2020	7	833	6516985	No	Center of Concern: Senior Housing and Supporting Services Program	B20MC170009	EN	05U	LMC	\$2,474.60
2020	7	833	6552803	No	Center of Concern: Senior Housing and Supporting Services Program	B20MC170009	EN	05U	LMC	\$3,386.59
								05U	Matrix Code	\$19,400.00
				No	Activity to prevent, prepare for, and respond to Coronavirus					\$46,000.00
Total										\$46,000.00

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	9	835	6483354	City of Des Plaines, CED: Planning and Administration	21A		\$20,056.67
2020	9	835	6483358	City of Des Plaines, CED: Planning and Administration	21A		\$22,423.40
2020	9	835	6518167	City of Des Plaines, CED: Planning and Administration	21A		\$18,976.93
					21A	Matrix Code	\$61,457.00
Total							\$61,457.00



PART I: SUMMARY OF CDBG-CV RESOURCES

01 CDBG-CV GRANT	556,931.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL AVAILABLE (SUM, LINES 01-03)	556,931.00

PART II: SUMMARY OF CDBG-CV EXPENDITURES

05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	423,530.91
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	423,530.91
09 UNEXPENDED BALANCE (LINE 04 - LINE8)	133,400.09

PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT

10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	423,530.91
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	423,530.91
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	423,530.91
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	100.00%

PART IV: PUBLIC SERVICE (PS) CALCULATIONS

16 DISBURSED IN IDIS FOR PUBLIC SERVICES	279,655.41
17 CDBG-CV GRANT	556,931.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	50.21%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
20 CDBG-CV GRANT	556,931.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	0.00%



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LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10

Report returned no data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11

Report returned no data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	10	819	6412391	Center of Concern: CDBG-CV Public Service Financial Assistance	05Q	LMC	\$56,086.56
			6421804	Center of Concern: CDBG-CV Public Service Financial Assistance	05Q	LMC	\$36,680.96
			6440794	Center of Concern: CDBG-CV Public Service Financial Assistance	05Q	LMC	\$34,870.48
		820	6418011	WINGS: CDBG-CV Public Service Financial Assistance	05G	LMC	\$6,758.55
			6426476	WINGS: CDBG-CV Public Service Financial Assistance	05G	LMC	\$1,209.45
			6448611	WINGS: CDBG-CV Public Service Financial Assistance	05G	LMC	\$761.00
		825	6422172	Northwest Compass: CDBG-CV Public Service Financial Assistance	05Q	LMC	\$8,198.53
			6448628	Northwest Compass: CDBG-CV Public Service Financial Assistance	05Q	LMC	\$36,201.47
		842	6503185	Center of Concern: CDBG-CV3 Public Service Financial Assistance	05Q	LMC	\$39,984.58
			6512554	Center of Concern: CDBG-CV3 Public Service Financial Assistance	05Q	LMC	\$28,903.83
		851	6522721	Northwest Compass: CDBG-CV3 Public Service Financial Assistance	05Q	LMC	\$30,000.00
	11	843	6512705	Center of Concern: ED Small Business Assistance -LMJ/AMA Dancers & Co	18A	LMJ	\$15,750.00
		844	6512727	Center of Concern: ED Small Business Assistance-MEA/Somethings Cooking	18C	LMCMC	\$16,230.00
		845	6512761	Center of Concern: ED Small Business Assistance -LMJ/Westlite Inc.	18A	LMJ	\$16,368.00
		846	6513103	Center of Concern: ED Small Business Assistance -LMJ/Sunrise Grill	18A	LMJ	\$16,080.00
		847	6512862	Center of Concern: ED Small Business Assistance -LMJ/Jimmy's Restaurant	18A	LMJ	\$16,305.00
		848	6512904	Center of Concern: ED Small Business Assistance -LMJ/Karies Enterprises, Inc.	18A	LMJ	\$15,810.00
		849	6512877	Center of Concern: ED Small Business Assistance -LMJ/Happy House Restaurant Inc.	18A	LMJ	\$15,720.00
		850	6513118	Center of Concern: ED Small Business Assistance -LMJ/Mr. Pup Inc.	18A	LMJ	\$15,690.00
		852	6547273	Center of Concern: ED Small Business Assistance -LMJ R&R Holding Inc.	18A	LMJ	\$15,922.50
Total							\$423,530.91

LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	10	819	6412391	Center of Concern: CDBG-CV Public Service Financial Assistance	05Q	LMC	\$56,086.56
			6421804	Center of Concern: CDBG-CV Public Service Financial Assistance	05Q	LMC	\$36,680.96
			6440794	Center of Concern: CDBG-CV Public Service Financial Assistance	05Q	LMC	\$34,870.48
		820	6418011	WINGS: CDBG-CV Public Service Financial Assistance	05G	LMC	\$6,758.55
			6426476	WINGS: CDBG-CV Public Service Financial Assistance	05G	LMC	\$1,209.45
			6448611	WINGS: CDBG-CV Public Service Financial Assistance	05G	LMC	\$761.00
		825	6422172	Northwest Compass: CDBG-CV Public Service Financial Assistance	05Q	LMC	\$8,198.53
			6448628	Northwest Compass: CDBG-CV Public Service Financial Assistance	05Q	LMC	\$36,201.47
		842	6503185	Center of Concern: CDBG-CV3 Public Service Financial Assistance	05Q	LMC	\$39,984.58
			6512554	Center of Concern: CDBG-CV3 Public Service Financial Assistance	05Q	LMC	\$28,903.83
		851	6522721	Northwest Compass: CDBG-CV3 Public Service Financial Assistance	05Q	LMC	\$30,000.00
Total							\$279,655.41

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Report returned no data.



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 10, 2021

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

From: John Carlisle, Community and Economic Development Director *JC*

Subject: Clauss Brothers, Inc. Nuisance Abatement Services Second Renewal

Issue: On average, the City of Des Plaines requires nuisance abatement on approximately 200 properties a year. Services are primarily used for cutting tall grass and/or weeds in excess of six inches on properties and may also include removal of miscellaneous debris, materials, destroyed or dilapidated structures, fence and similar materials.

Analysis: On February 16, 2018, the City received and opened bids from qualified landscape contractors to abate nuisances and perform property maintenance services, including grass/weed cutting and solid waste removal, on private residential and commercial properties. Clauss Brothers, Inc. was the lowest and most responsive bidder. On March 5, 2018, the City of Des Plaines City Council approved a two-year contract with Clauss Brothers, Inc. to perform property maintenance services for the years 2018 and 2019. City Council approved the First Renewal of this contract to cover years 2020 and 2021 with Resolution R-199-19 passed on December 2, 2019.

The current First Renewal with Clauss Brothers, Inc. expires on December 31, 2021. Section 3.A of the Contract provides that the Agreement may be renewed by the parties for a total of two, two-year renewal terms if, prior to termination of the applicable Agreement term, the City and the Contractor mutually agree to renew the Agreement at the same unit prices.

Recommendation: I recommend approving Resolution R- 193 - 21, approving the Second Renewal of the Agreement by and between Clauss Brothers, Inc. and the City of Des Plaines for nuisance abatement services beginning January 1, 2022 and terminating on December 31, 2023.

Attachments:
Resolution R- 193 - 21

Exhibits:
Exhibit A: Second Renewal Agreement
Exhibit B: Extension Letter Dated November 8, 2021
Exhibit C: Contract

CITY OF DES PLAINES

RESOLUTION R - 193 - 21

**A RESOLUTION APPROVING THE SECOND RENEWAL
OF A CONTRACT WITH CLAUSS BROTHERS, INC. FOR
NUISANCE ABATEMENT AND GRASS CUTTING
SERVICES.**

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

WHEREAS, on March 5, 2018 the City Council adopted Resolution No. R-52-18, approving a two-year agreement ("**Agreement**") with Clauss Brothers, Inc. ("**Contractor**") for nuisance abatement and grass cutting services ("**Services**"); and

WHEREAS, the Agreement provides that the City and Contractor may mutually agree to renew the Agreement for a total of two, two-year renewal terms; and

WHEREAS, on December 2, 2019, the City Council adopted Resolution No. R-199-19, approving the renewal of the Agreement for the first two-year renewal term; and

WHEREAS, the City and Contractor desire to renew the Agreement for the second two-year renewal term beginning January 1, 2022 and ending December 31, 2023 in the not-to-exceed amount of \$40,000 per year, subject to the appropriation of funds for the Services by the City Council in future fiscal years ("**Second Renewal**"); and

WHEREAS, sufficient funds have been appropriated to procure the Services during the 2022 fiscal year; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Second Renewal with Contractor;

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

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 SECOND RENEWAL. The City Council hereby approves the Second Renewal in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the General Counsel.

SECTION 3: AUTHORIZATION OF SECOND RENEWAL. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf

of the City, the final Second Renewal only after receipt by the City Clerk of at least two executed copies of the Second Renewal from Contractor; provided, however, that if the City Clerk does not receive such executed copies of the Second Renewal from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Second Renewal 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

**SECOND RENEWAL OF THE AGREEMENT WITH CLAUSS BROTHERS, INC.
FOR PROPERTY MAINTENANCE SERVICES**

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

Section 1. Recitals.

A. The City and the Contractor entered into that certain "Contract for Property Maintenance Services" dated March 6, 2018 ("**Agreement**"), pursuant to which Agreement the Contractor agreed to perform certain nuisance abatement services for the City ("**Services**").

B. Section 3 of the Agreement states that that the initial term of the Agreement began March 6, 2018 and ends December 31, 2019.

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

D. The City and Contractor desire to renew the Agreement for a two-year renewal term that will begin on January 1, 2022 and terminate on December 31, 2023 ("**Renewal Term**") in accordance with the provisions, terms, and conditions of this Second Renewal.

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

Section 2. Definitions.

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

Section 3. Second Renewal of the Agreement.

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

Section 4. Effect.

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

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

CITY OF DES PLAINES

By: _____
City Clerk

By: _____
Michael Bartholomew, City Manager

Date: _____

Date: _____

WITNESS:

CLAUSS BROTHERS, INC.

By: _____

By: _____

Date: _____

Date: _____



CLAUSS BROTHERS, Inc.
Landscape Architects & Contractors

12N330 Switzer Road
Elgin, Illinois 60124
TEL (847) 488-0711
FAX (847) 488-0551

November 8, 2021

*Tina Mullett
Code Enforcement Coordinator
City of Des Plaines
1420 Miner Street, Des Plaines, IL 60016*

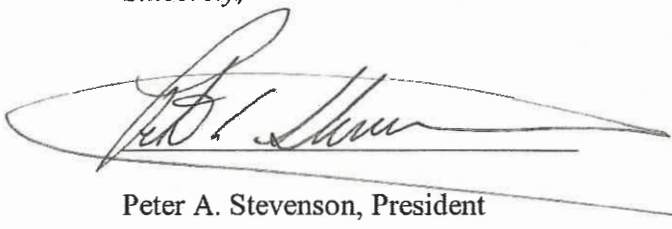
Dear Tina,

We would like to thank you for choosing Clauss Brothers, Inc. as your provider for Landscape Services. We value the City of Des Plaines as a preferred Customer maintaining the same prices from January 1st, 2022 to December 31st, 2023 and assuring that the prices will remain the same for the three years.

Confirming your start date and details about the contract can help make sure everyone is on the same page.

Thank you very much for the opportunity.

Sincerely,



Peter A. Stevenson, President

*C.C. Brian Stern
Ken Sierzega*

**CITY OF DES PLAINES
CONTRACT FOR
PROPERTY MAINTENANCE SERVICES**

Full Name of Bidder CLAUSS BROTHERS, INC. ("Bidder")
Principal Office Address 12N330 SWITZER RD., ELGIN IL 60124
Local Office Address 12N330 SWITZER RD., ELGIN IL 60124
Contact Person BRIAN STERN Telephone Number 847-488-0711

TO: City of Des Plaines ("City")
1420 Miner Street
Des Plaines, Illinois 60016
Attention: Office of the City Clerk

Bidder warrants and represents that Bidder has carefully examined and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 212-118 (Bidders: if none, write "NONE"), which are securely stapled to the end of this Contract.

1. Services Proposal

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to abate nuisances and perform property maintenance services, including grass and weed cutting and solid waste removal, on residential and commercial properties within the City ("Properties"), all as more fully described in the specifications set forth in *Exhibit A* attached to and, by this reference, made a part of, this Contract ("Scope of Work");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Insurance. Procure and furnish all insurance certificates specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes. Note that the City is not subject to state or local sales, use, and excise taxes payment
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional practices, in full compliance with, and as required by or pursuant, to this Contract Bid, and with the greatest

economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

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

C. Responsibility for Damage or Loss. If this Contract Bid is accepted, it is expressly understood and agreed that:

1. Bidder shall immediately notify the City of any damage done to, and any loss or injury suffered by, the City, the Properties or any parts thereof, or any other property or persons as a result of the Services. In no event shall said notice be provided to the City later than when the Bidder submits the date-stamped photographs and invoice for the work performed at the Property.
2. Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall immediately and without charge to the City repair or replace, damage done to, and any loss or injury suffered by, the City, the Properties or any parts thereof, or any other property or persons as a result of the Services.
3. If the Bidder fails to immediately repair or replace, damage done to, and any loss or injury suffered by, the City, the Properties or any parts thereof, or any other property or persons as a result of the Services, the City may elect to immediately repair or replace, damage done to, and any loss or injury suffered by, the City, the Properties or any parts thereof, or any other property

or persons as a result of the Services and bill the Bidder for all costs incurred in doing so.

4. The City is not responsible for any damage to the Bidder's equipment. The Bidder shall not recover from the City the cost for damaged equipment, broken mower blades, punctured tires, or any other damaged equipment, as a result of assignments, regardless of the condition of the property, including creeks, railroad easements, drainage ditches or the poor condition of any Property, whether commercial or residential.

D. Inspection/Testing/Rejection. The City shall have the right to inspect all or any part of the Bidder's performance of the Services and to reject all or any part of the Services that in any way fails to conform strictly to the requirements of this Contract Bid, and the City, without limiting its other rights or remedies, may require correction or replacement of the Services at Bidder's cost, perform or have performed all Services necessary to complete or correct all or any part of the Services that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, cancel all or any part of any order or this Contract Bid, except all or any part of the Services that is nonconforming with the Specifications and make an equitable reduction in the Contract Price, and recover from Bidder any damages suffered by the City.

2. Contract Price Proposal

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

A. Schedule of Prices. For providing, performing, and completing all Services, the prices set forth in the Schedule of Prices attached hereto as *Exhibit C*. The total charges assessed to the City by the Bidder during the Term of this Contract shall be the "Contract Price".

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The City is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Services are included in the Schedule of Prices; and,
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are the City's estimate only, that City reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item completed in full compliance with this Contract Bid, and that all claim

or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and

5. Any Services not specifically listed or referred to in the Schedule of Prices or the Specifications, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.
6. The City shall not pay for travel time to any disposal site, to any property mowed or to any property that has been mowed by the property owner between the time of issuance of the work order to the Bidder and the time of Bidder's arrival at the Property. Only the time spent at the Property is eligible for payment.
7. The Bidder shall not at any time assess a fuel charge.

C. Invoice and Payment. It is expressly understood and agreed that:

1. Invoices must be submitted within five days of the performance of the Services and must include: (i) itemized description of the Services performed by the Bidder; (ii) street address or property description, as provided by the City; (iii) date Services were performed; (iv) measured height of grass/weeds before and after cutting and/or estimate of solid waste removed in cubic yards; and (v) date-stamped photographs of Property, as more fully described in the Scope of Work. Invoices not containing EACH of these required elements will not be accepted and will be returned to the Bidder.

2. Invoices shall be properly numbered, based on the unit price submitted and include the Bidder's name, address and telephone number. Invoices shall be submitted to:

Tina Mullett
City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016
tmullett@desplaines.org

3. Once the City has received (i) an invoice meeting all the criteria set forth in this section 2.C and (ii) date-stamped photographs of description of the Services performed by the Bidder, as more fully described in the Scope of Work, the City shall review the Services performed by the Bidder. If the Services meet the satisfaction of the City, City shall issue final approval of the Services ("Final Approval") and shall promptly notify Bidder of such Final Approval.

4. It is expressly understood and agreed that all payments shall be made by the City no later than 60 calendar days after the issuance of Final Approval by the City.
5. No payment will be issued for the performance of Services by the Bidder that has not received Final Approval from the City.
6. All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract Bid.
7. All payments shall be made by the City in accordance with the Local Government Prompt Payment Act.

3. Term/Termination.

A. Term. If this Contract is accepted, the term of this Contract shall commence on March 6, 2016, and will terminate at 11:59 p.m. on December 31, 2019 ("Term"). After the initial Term, there shall be options for two, two year renewal terms. Both parties must agree in writing on a contract renewal, which must be executed before the expiration of the then current term.

B. Termination. If this Contract is accepted, the City may terminate this Contract for any reason by providing 15-days written notice to Bidder. If the City terminates this Contract pursuant to this Section 3.B, Bidder shall deliver to the City copies of all reports, documents and other work performed by the Bidder under this Contract, and upon receipt thereof, the City shall pay Bidder for all Services actually performed by Bidder prior to termination.

4. Financial Assurance

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

1. Worker's Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$1,000,000 per occurrence.

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

\$3,000,000 Bodily Injury and Property Damage Combined Single Limit.

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

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

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

4. Professional Liability

Limits shall not be less than \$1,000,000 per occurrence, \$3,000,000 aggregate.

B. Indemnification. If this Contract Bid is accepted, it is expressly understood and agreed that:

1. Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend the City, its Council members and elected and appointed officials, and its officers, employees, agents, attorneys, consultants, and representatives against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.
2. The Bidder shall, at its own expense; appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City of Des Plaines its Council members and elected and appointed officials, and its officers, employees, agents, attorneys, consultants, and representatives, in any such action, the Bidder shall, at its own expense, satisfy and discharge the same.
3. This indemnification does not apply to liability caused by the City's own negligence.

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

D. Addendum. After the pre-bid meeting, Staff will prepare a complete list of questions and answers and will re-send the complete list to all bidders.

6. Firm Contract

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

6. Bidder's Representations and Warranties

To induce the City to accept this Contract Bid, Bidder hereby represents and warrants as follows:

A. The Services. The Services shall: (1) be of merchantable quality; (2) be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) strictly conform to the requirements of this Contract Bid, including without limitation the performance standards set forth in Section 1.B of this Contract Bid; (4) be performed in a manner consistent with the degree of care and skill ordinarily exercised by reputable landscapers and refuse haulers currently operating under similar circumstances in the Chicago Metropolitan Region; and (5) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract Bid. The warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the City.

B. Compliance with Laws. The Services, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes or regulations regarding safety or the performance of the Services.

C. Not Barred. Bidder 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; (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 66 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments,

agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Services successfully and promptly and to commence and complete the Services within the Contract Price set forth above.

7. Acknowledgements

In submitting this Contract Bid, Bidder acknowledges and agrees that:

A. Reliance. The City is relying on all warranties, representations, and statements made by Bidder in this Contract.

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

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

D. Remedies. Each of the rights and remedies reserved to the City in this Contract Bid shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract Bid.

E. Time. Time is of the essence for this Contract Bid and, except where stated otherwise, references in this Contract Bid to days shall be construed to refer to calendar days.

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

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

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

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

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

K. Relationship of the Parties. The Bidder shall act as an independent contractor in providing and performing the

Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the City and Bidder; or (2) to create any relationship between the City and any subcontractor of the Bidder.

L. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the City by the Bidder in connection with any or all of the Services to be performed under this Contract ("Documents") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Contract, the Bidder shall cause the Documents to be promptly delivered to the City.

M. Inability to Perform. In the event the Bidder is unable to perform assigned task in time frame prescribed, the City reserves the right to hire another Bidder to complete the task on said property as well as any other future properties. Any charges over and above awarded contract prices will be deducted from the awarded Bidder's next invoice.

N. Nonexclusive Contract. This Contract is a non-exclusive contract with the City. The City reserves the right to use other contractors or its own employees to perform services similar to that being performed under the terms of this contract. Performance of services by others shall be construed as being consistent with the terms of the contract and shall not be cause for the Bidder to cease performance of work as directed.

[SIGNATURE PAGE FOLLOWS]

Dated: FEBRUARY 16, 2018.

Bidder's Status: (✓) DELAWARE Corporation () Partnership () Individual Proprietor
(State) (State)

Bidder's Name: CLAUSS BROTHERS, INC.

Doing Business As (if different): _____

Date Business Founded or Incorporated: 1925

Signature of Bidder or Authorized Agent: 

(Corporate seal)
(If corporation)

Printed Name: PETER A. STEVENSON

Title/Position: PRESIDENT

Bidder's Business Address: 12N330 SWITZER RD.
ELGIN IL 60124

Bidder's Business Telephone: 847-488-0711 facsimile: 847-488-0551

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

NAME	TITLE	ADDRESS
SEE ATTACHED CORPORATION OFFICERS LIST		



CLAUSS BROTHERS, INC.
Landscape Architects & Contractors

12N330 SWITZER ROAD
ELGIN, IL 60124
TEL (847) 488-0711
FAX (847) 488-0551

OFFICERS OF CORPORATION

WALTER H. CLAUSS, CHAIRMAN OF THE BOARD
PETER A. STEVENSON, PRESIDENT
SUSAN M. MILLER, SECRETARY TREASURER
NATALIE A. GONGAWARE, ASSISTANT SECRETARY

DIRECTORS

WALTER H. CLAUSS
PETER A. STEVENSON
SUSAN M. MILLER
NATALIE R. GONGAWARE
BRIAN A. STERN

NAMES & ADDRESSES OF SHAREHOLDERS

•	Walter H. Clauss	10N261 Muirhead Rd. Plato Center, IL 60124	43.76%
•	Gladys M. Stevenson	5N376 Powls Rd. Wayne, IL 60184	35.74%
•	James A. Stevenson	38W054 Creekaide St. Charles, IL 60175	10.5%
•	Peter A. Stevenson	12070 Hanson Rd Algonquin, IL 60123	8.0%
•	Brian K. Clauss	413 Cornell Elgin, IL 60123	2.0%

FEIN# 36-2701288

EXHIBIT A

SCOPE OF WORK FOR CONTRACT FOR PROPERTY MAINTENANCE SERVICES

The City of Des Plaines is seeking bids from qualified landscape contractors/companies to abate nuisances and perform property maintenance services, including grass and weed cutting and solid waste removal, on private residential and commercial properties within the City. The City requires these services on approximately 200 properties a year.

The services will be primarily for cutting tall grass and/or weeds in excess of 6 inches on properties and may also include removal of miscellaneous debris, materials, destroyed or dilapidated structures, fences or other similar materials.

a. Cutting Grass and/or Weeds.

1. The Bidder shall be required to cut designated properties to control tall weeds and grass growth.

Mowing equipment shall be set to cut the grass and weed growth at a height of two inches or less and the equipment shall be adjusted so that the finished top surface will be even.

2. The Bidder shall take a date-stamped digital photograph of each property before cutting with a measuring device visible in the picture, so as to determine that the grass is in fact over six inches before cutting. The Bidder shall take a date-stamped digital photograph of each property after cutting. Each photograph shall have an identifier in the background to differentiate the property from any other. Two photographs before and after, one close up and one from further back, may be necessary to accomplish this requirement. The Bidder shall submit both pictures, together with an invoice, to confirm the work performed. The date-stamped photograph and invoice must be emailed or delivered to the City within five days of the cutting. Each photograph must be titled with the date of the cut and the property description. The photographs shall become the property of the City upon submittal of the photographs to the City electronically or by any other method.

3. The Bidder shall be responsible to clean up the site after each job which shall include catch, raking, and pickup of grass or weeds.

4. The removal and off-site disposal of landscape waste, debris and refuse shall be included in the contract price for mowing unless an extra fee is pre-approved in writing by City staff before the work is performed.

b. Solid Waste Removal.

1. The City may require the Bidder to remove solid waste from a property. Solid waste includes all garbage, refuse, and moderately sized building materials/construction or demolition debris. Bidder shall not be required to collect and dispose of hazardous waste as defined in Section 3.220 of the Illinois Environmental Protection Act (415 ILCS 5/3.220). When Bidder, during the performance of the Services, encounters hazardous waste materials, Bidder shall promptly notify the City of the type and location of hazardous waste encountered.

2. In the event that the Bidder discovers unanticipated solid waste on the property, the Bidder shall notify the City to determine if an extra fee will be paid for its removal.

3. The Bidder shall take a photograph of the solid waste on the property prior to and after removing it. Each photograph shall have an identifier in the background to differentiate the property from any other. Two photographs before and after, one close up and one from further back, may be necessary to accomplish this requirement. The Bidder shall submit all pictures, together with an invoice, to confirm the work performed. The date-stamped photographs and invoice must be emailed or delivered to the City within five days of the cutting. Each photograph must be titled with the date of the cut and the property description. The photographs shall become the property of the City upon submittal of the photographs to the City electronically or by any other method.

4. The solid waste must be removed and be disposed of at an approved landfill.

EXHIBIT B

WORK RULES AND PROCEDURES FOR CONTRACT FOR PROPERTY MAINTENANCE SERVICES

a. Completion of Work Within Five Days.

The successful Bidder may be notified on an as needed basis by the City to perform specific work at particular Properties. The Bidder shall complete the requested services within five days after receiving such authorization. It is the Bidder's responsibility to notify the City of the completion of work.

The Bidder shall notify the City of his/her failure to provide the Services on the Properties by the fourth day after receiving authorization: (i) in the event of inclement weather; or (ii) in the event that the grass and/or weeds were cut and/or solid waste was removed by the owner of the Property or a third party before the Bidder performed any work.

b. Bidder to Seek Clarification of Assignment.

Upon arrival at any assigned Property, if there is any doubt on the Bidder's part what type of Service needs to be performed, the Bidder shall not service said Property and shall instead contact the City within 24 hours for more information and direction.

c. Correction Period.

Any Property which is not mowed and/or cleared of solid waste satisfactorily, as deemed by the City, or does not receive Final Approval, as that term is defined in Section 2.C.3 of the Contract, from the City shall be re-serviced upon the City's request at the Bidder's sole cost and expense within 24 hours or on the next regular business day, whichever comes first.

d. Protection of Public and Private Property

The Bidder shall exercise all necessary caution to protect vehicular and pedestrian traffic and to protect all public and private property from injury or damage caused by the operations of the Bidder. Any practice obviously hazardous in the opinion of the City shall be immediately discontinued by the Bidder upon receipt of either written or oral notice to discontinue such practice.

e. Work Hours.

The Bidder will be allowed to schedule its normal work hours between 7:00 a.m. to 7:00 p.m. Monday through Saturday, and 10:00 a.m. to 6:00 p.m. on Sunday and Holidays.

f. Quality of Grass and/or Weeds Cutting.

All grass and/or weeds cutting shall be done to a commercially reasonable standard that includes but not limited to: mowing grass at a uniform height; edging of lawn around sidewalks, driveways, and other concrete areas; weed trimming; and removal of grass and weeds from cracks in sidewalks and other concrete.

EXHIBIT C

BIDDERS SCHEDULE OF PRICES

Schedule of Prices	Unit Price (\$0.00)
Labor, one man (per hour)	\$ 24.95
10-yard dumpster, with tip fee (per unit)	\$ 340.00
20-yard dumpster, with tip fee (per unit)	\$ 390.00
30-yard dumpster, with tip fee (per unit)	\$ 470.00
3-yard dump truck, with tip fee (per hour)	\$80.00
5-yard dump truck, with tip fee (per hour)	\$100.00
10-yard dump truck, with tip fee (per hour)	\$160.00
Debris disposal (per yard)	\$ 20.00
Grass seed (per 50 lb. bag)	\$75.00
Straw (per bale)	\$ 7.00
Top soil (per yard)	\$ 20.00
Roundup (per application)	\$10.00 PER GAL USED
Skid-steer loader (per hour)	\$85.00
Chain saw (per hour)	\$25.95
20" lawn mower (per hour)	\$27.95
60" lawn mower (per hour)	\$ 34.95
Shrub trimmer (per hour)	\$25.95
Leaf blower (per hour)	\$27.95
Weed whip (per hour)	\$ 28.95
Lawn edger (per hour)	\$25.95

ACCEPTANCE

The Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines ("City") as of March 5th, 2018.

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

CITY OF DES PLAINES

Signature:

M. McMahon

Printed name:

Michael McMahon

Title:

CEO Director



CLAUSS BROTHERS, Inc.
Landscape Architects & Contractors

12N330 Switzer Rd.
Elgin, IL 60124
TEL (847) 488-0711
FAX (847) 488-0551

REFERENCES-MAINTENANCE

CITY OF WHEATON
303 WEST WESLEY STREET BOX 727
WHEATON, IL
Joan M. Schouten
(630)260-2184

CITY OF DES PLAINES
Des Plaines, IL
Butch Ehrke
847-391-6961

VILLAGE OF STREAMWOOD
301 E. IRVING PARK ROAD
STREAMWOOD, IL
Deborah Carrion
(630)736-3834

VILLAGE OF HANOVER PARK
2121 WEST LAKE STREET
HANOVER PARK, IL
Scott Weber
630-372-4440

CHICAGO PARK DISTRICT
Chicago, IL
Karen Szyjka
312-287-3465

VILLAGE OF LISLE
Lisle, IL
Jeremy Lake
630-271-4175

Clauss Brothers, Inc. Maintenance References (cont'd)

FOREST PRESERVE DISTRICT OF COOK COUNTY

**River Forest, IL
John McCabe
708-771-1180**

LOYOLA UNIVERSITY

**Lake Shore Campus
Chicago, IL
Bill Curtin
773-508-8851**

WINDINGS OF FERSON CREEK

**St. Charles, IL
Steve Jones
312-502-6238**

THE WINDINGS VILLAS

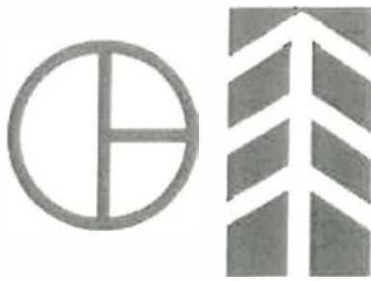
**St. Charles, IL
Jerry Tritz
(630) 587-8763**

BUONA BEEF (Various Locations)

**Berwyn, IL
Joe Buonavolanto
708-749-2333**

RADIO FLYER

**Chicago, IL
CYLA Design Assoc., Inc.
Karen Heller
708-524-1484 ex 228**



CLAUSS BROTHERS, Inc.
Landscape Architects & Contractors

12N330 SWITZER ROAD
 ELGIN, IL 60124
 TEL (847)488-0711
 FAX (847)488-0561

LICENSES/CERTIFICATIONS

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>
State of Illinois	Business	4974-065-4
State of Illinois	Landscape Architect	157.000581
City of Chicago	General Contractor	TGC04393
City of Chicago	Public Way Work	PWW 13483
Illinois Dept of Human Rights	Registration	110853-00
Intl. Society of Arboriculture	Certified Arborist	IL-4264A
State of Illinois	Pesticide- Commercial Appl.	CA3185026
State of Illinois	Pesticide- Commercial Appl.	CA3184994
Illinois Dept of Agriculture	Nursery Dealer Cert.	031-330
Illinois Dept of Trans.	Subcontractor	15229
Cook County Dept of Bldg.	Landscape Contractor	044627
Cook County Dept of Bldg.	General with Trades	044626
Cook County Dept of Bldg.	Excavating	046581
DuPage County Dept of Econ.	General Contractor	2013-CR4641
Village of Oak Park	Contractor	CL003893-12
Village of River Forest	Contractor	2014-0442
Village of Northbrook	Contractor	16-0305



CLAUSS BROTHERS, Inc.
Landscape Architects & Contractors

12N330 Switzer Road
Elgin, IL 60124
847-488-0711
847-488-0551 fax

February 16, 2018

**CITY OF DES PLAINES
1420 MINER STREET
DES PLAINES, IL 60016**

Clauss Brothers, Inc. is fully competent and capable of fulfilling the responsibilities and contract requirements as outlined in the bid specifications for the City of Des Plaines' Property Maintenance Services. Clauss Brothers has the staff, equipment and experience necessary to commence the work and provide the level of quality that is expected.

Clauss Brothers, Inc. is a responsible contractor in good standing with no legal violations, delinquencies or defaults.

Peter A. Stevenson, President

**CITY OF DES PLAINES
AFFIDAVIT OF COMPLIANCE**

Applicant
(Name)

CLAUSS BROTHERS, INC.

(Address)

12N330 SWITZER RD.

ELGIN IL 60124

As a condition of entering into a contract with the City of Des Plaines, and under oath and penalty of perjury and possible termination of contract right and debarment, the

undersigned, **PETER A. STEVENSON**

being

first duly sworn on oath, deposes and states that he or she is

PRESIDENT

(sole owner, partner, joint

venture, President, Secretary, etc.) of CLAUSS BROTHERS, INC.

(Name of Company)

and has the authority to make all certifications required by this affidavit.

Section I

Non Collusion

The undersigned certifies that this bid, that such bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element of this bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

Section II

Bid Rigging and Rotating

The undersigned hereby certifies that it is not barred from bidding or contracting as a result of a conviction for violations of state laws prohibiting bid rigging or bid rotating or any similar offense of any state of the United States.

Section III

Illinois Drug Free Workplace Act

The undersigned further states that CLAUSS BROTHERS, INC.

(Name of Company)

provides a Drug-free workplace pursuant to Illinois Statutes, 30 ILCS 580/1, et seq. and provides compliance with necessary requirements.

Section IV

Tax Payment

The undersigned further states that CLAUSS BROTHERS, INC.

(Name of Company)

is not delinquent in payment of any taxes to the Illinois Department of Revenue, in accordance with Illinois Compiled Statutes, 65 ILCS 5/11-42.1. The undersigned understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

It is expressly understood the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

The undersigned certifies that all the information contained in the Affidavit is true and correct.

Signed

Peter A. Stevenson
(Name) PETER A. STEVENSON

PRESIDENT

(Title)

Subscribed and Sworn to before me this 16 day of FEBRUARY, 2018, AD.

By:

Catherine J. Cress
(Notary Public)

-Seal-

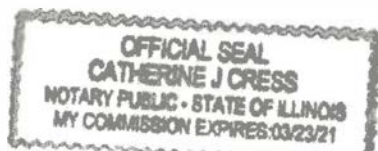


EXHIBIT 2 (2 of 2)



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 10, 2021
To: Michael G Bartholomew, MCP, LEED-AP, City Manager
From: John Carlisle, Community and Economic Development Director *JC*
Subject: Citywide Elevator Inspection Services, Inc. First Renewal

Issue: On average, the City of Des Plaines requires inspection of approximately 500 elevators a year and about 1/4 of those require a re-inspection. There are approximately fifteen plan reviews for new elevators and elevator upgrades done annually.

Analysis: On October 10, 2018, the City received and opened bids from qualified elevator inspection contractors to inspect all conveyances and perform plan reviews. Citywide Elevator Inspection Services, Inc. was the lowest and most responsive bidder. On November 5, 2018, the City of Des Plaines City Council approved a three-year contract with Citywide Elevator Inspection Services, Inc. to perform elevator inspections and elevator plan reviews.

The current contract with Citywide Elevator Inspection Services, Inc. expires on December 31, 2021. Section 3.A provides that the Agreement may be renewed by the parties for a total of two, two-year renewal terms if, prior to termination of the applicable term, the City and the Contractor mutually agree to renew the Agreement at the same unit prices.

Recommendation: I recommend approving Resolution R-194-21, approving the First Renewal of the Agreement by and between Citywide Elevator Inspection Services, Inc. and the City of Des Plaines for elevator inspection and plan review services beginning January 1, 2022 and terminating on December 31, 2023.

Attachments:
Resolution R - 194 - 21

Exhibits:
Exhibit A: First Renewal Agreement
Exhibit B: Extension Letter dated October 18, 2021
Exhibit C: Contract

CITY OF DES PLAINES

RESOLUTION R - 194 - 21

**A RESOLUTION APPROVING THE FIRST RENEWAL OF
A CONTRACT WITH CITYWIDE ELEVATOR
INSPECTION SERVICES INC. FOR ELEVATOR
INSPECTION AND SAFETY DEVICE 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, on November 5, 2018 the City Council adopted Resolution R-193-18, approving a three-year agreement ("**Agreement**") with Citywide Elevator Inspection Services Inc. ("**Contractor**") for inspection and plan review services for all new and existing safety devices and equipment related to passenger and freight elevators, escalators, dumbwaiters and other conveyance devices (collectively, "**Services**"); and

WHEREAS, the Agreement expires on December 31, 2021 ("**Termination Date**"); and

WHEREAS, the Agreement provides that the City and Contractor may mutually agree to renew the Agreement for a total of two, two-year renewal terms; and

WHEREAS, the City and Contractor desire to renew the Agreement for the first two-year renewal term beginning January 1, 2022 and ending December 31, 2023 in the not-to-exceed amount of \$6,000 per year, subject to the appropriation of funds for the Services by the City Council in future fiscal years ("**First Renewal**"); and

WHEREAS, sufficient funds have been appropriated to procure the Services during the 2022 fiscal year; and

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

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

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

SECTION 3: AUTHORIZATION OF FIRST RENEWAL. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final First Renewal only after receipt by the City Clerk of at least two executed copies of the First Renewal from Contractor; provided, however, that if the City Clerk does not receive such executed copies of the First Renewal from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the First Renewal 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

**FIRST RENEWAL OF THE AGREEMENT WITH CITYWIDE ELEVATOR INSPECTION
SERVICES INC.
FOR ELEVATOR INSPECTION SERVICES**

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

Section 1. Recitals.

A. The City and the Contractor entered into that certain "Contract for Elevator Inspection Services" dated November 5, 2018 ("**Agreement**"), pursuant to which Agreement the Contractor agreed to perform certain nuisance abatement services for the City ("**Services**").

B. Section 3 of the Agreement states that that the initial term of the Agreement began January 1, 2019 and ends December 31, 2021.

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

D. The City and Contractor desire to renew the Agreement for a two-year renewal term that will begin on January 1, 2022 and terminate on December 31, 2023 ("**Renewal Term**") in accordance with the provisions, terms, and conditions of this First Renewal.

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

Section 2. Definitions.

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

Section 3. First Renewal of the Agreement.

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

Section 4. Effect.

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

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

CITY OF DES PLAINES

By: _____
City Clerk

By: _____
Michael Bartholomew, City Manager

Date: _____

Date: _____

WITNESS:

CLAUSS BROTHERS, INC.

By: _____

By: _____

Date: _____

Date: _____

CityWide Elevator Inspection Services, Inc.



Elevator Inspection Certification Program Elevator Inspection Co. License No. IL04163

October 18, 2021

Dear Ms. Bednarz,

Per your recent notification regarding our contract with the City of Des Plaines, please see the following:

Citywide Elevator Inspection Services, Inc. would take great pleasure in representing your community for the next two (2) years. We appreciate all the assistance and guidance you have given us over the last 3 years, especially through the "COVID" shut down period of 2020. Your guidance and cooperation during this period made our job much easier. We at this time want to thank all your personnel and your conveyance owners involved in helping complete our inspections in a timely manner during these very trying times.

Again, thank you for offering us the opportunity of servicing your city for the next 2 contractual years.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Kelly". The signature is fluid and cursive, with a large "L" and "K".

Laurence C. Kelly, V.P.

7144 N. Harlem Ave. Suite 303 Chicago, IL 60631 Office- (773) 775-4904 Fax – (773) 775-4279
www.CityWideInspects.com

CITY OF DES PLAINES
SOLICITATION FOR BIDS
FOR PUBLIC AND PRIVATE ELEVATOR INSPECTION SERVICES

City of Des Plaines ("City")
1420 Miner Street
Des Plaines, Illinois 60016

The City will receive sealed proposals for the services generally described as follows: inspection services for public and privately owned and operated elevators in City ("**Services**").

TO BE SUBMITTED TO: City of Des Plaines, 1420 Miner Street, Des Plaines, Illinois 60016
Attention: City Clerk, no later than 2:00 P.M., October 10, 2018

INSTRUCTIONS TO BIDDERS

Pre-Bid Conference

Every prospective bidder is required to attend a Mandatory Pre-Bid Meeting scheduled for 10:00 A.M., Wednesday, September 26, 2018 in Room 101 at Des Plaines City Hall, 1420 Miner Street, Des Plaines to review the Instructions to Bidders and the Specifications for City of Des Plaines Contract for Elevator Inspection Services ("**Specifications**"). Failure to attend this mandatory meeting will disqualify the bidder.

Inspection and Examination

Each bidder shall, before submitting its Bid, carefully examine the Contract Bid form attached to this Solicitation for Bids as well as the attached Specifications. The bidder whose Bid is accepted will be responsible for all errors in its Bid, including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid form or the Specifications.

Preparation of Bids

All Bids for the Services shall be made only on the Contract Bid form attached to this Solicitation for Bids and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract Bid form. All Bids must be dated on Page 5 of the Contract Bid form and must be signed by an authorized official. Bids that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

References

In addition to the Bid submitted on the Contract Bid form attached to this Solicitation for Bids, each bidder must submit to the City, together with its Bid: the names, addresses, and phone numbers of at least three professional references who have obtained services similar to the Services from the bidder.

Clarifications

City reserves the right to make clarifications, corrections, or changes in this Solicitation for Bids at any time prior to the time bids are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this request for bids, contact Alex Franco, Building Official via email at afranco@desplaines.org.

Delivery of Bids

Each Bid, including references, shall be submitted in a sealed envelope plainly marked with the title "City of Des Plaines Solicitation for Bids for Public and Private Elevator Inspection Services" and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Bids may be delivered by mail or in person. Bids received after the time specified above will be returned unopened.

Opening of Bids

Bids will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Bids

No Bid shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Bids

Bids that are not submitted on the Contract Bid form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, the City may demand correction of any deficiency and accept the corrected Bid upon compliance with these Instructions to Bidders.

Acceptance of Bids

Bids submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

The City may accept the Bid that is, in its judgment, the best and most favorable to the interests of the City and to the public; reject the low price Bid; accept any item of any Bid; reject any and all Bids; or waive irregularities and informalities in any Bid submitted or in the request for Bid process. The waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely on, or anticipate, any waivers in submitting their Bids.

On acceptance of the successful Bidder's Contract Bid by the City, the successful Bidder's Contract Bid, together with the City's notification of acceptance, shall become the Contract for the Services.

DATED: September 6, 2018

City of Des Plaines

By: M. McMan

Title: CEB Director

**CITY OF DES PLAINES
CONTRACT FOR
ELEVATOR INSPECTION SERVICES**

Full Name of Bidder Citywide Elevator Inspection Services, Inc. ("Bidder")
Principal Office Address 7144 N. Harlem Ave. Suite 303 Chicago, IL 60631
Local Office Address _____
Contact Person Kathleen Reyes Telephone Number (888) 757-8113

TO: City of Des Plaines ("City")
1420 Miner Street
Des Plaines, Illinois 60016
Attention: Office of the City Clerk

Bidder warrants and represents that Bidder has carefully examined and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. Q&A [Bidders: if none, write "NONE"], which are securely stapled to the end of this Contract.

1. Services Proposal

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to conduct safety inspections of approximately 470 public and private elevators ("Elevators"), all as more fully described in the specifications set forth in *Exhibit A* attached to and, by this reference, made a part of, this Contract ("Specifications");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Insurance. Procure and furnish all insurance certificates specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes. Note that the City is not subject to state or local sales, use, and excise taxes.
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional practices, in full compliance with, and as required by or pursuant, to this Contract Bid, and with the greatest economy, efficiency, and expedition consistent

therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

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

C. Responsibility for Damage or Loss. If this Contract Bid is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to the City repair or replace, damage done to, and any loss or injury suffered by, the City, the Elevators or any parts thereof, or any other property or persons as a result of the Services.

D. Inspection/Testing/Rejection. The City shall have the right to inspect all or any part of the Bidder's performance of the Services and to reject all or any part of the Services that in any way fails to conform strictly to the requirements of this Contract Bid, and the City, without limiting its other rights or remedies, may require correction or replacement of the Services at Bidder's cost, perform or have performed all Services necessary to complete or correct all or any part of the Services that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, cancel all or any part of any order or this Contract Bid, accept all or any part of the Services that is nonconforming with the Specifications and make an equitable reduction in the Contract Price, and recover from Bidder any damages suffered by the City.

2. Contract Price Proposal

If this Contract Bid is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Services and other matters set forth under Section 1 above, including overhead and profit, taxes, contributions, and premiums; and

compensation to all subcontractors and suppliers, the compensation set forth below.

- A. Schedule of Prices. For providing, performing, and completing all Services, the prices set forth in the Schedule of Prices form as Exhibit B:

The total charges assessed to the City by the Bidder during the Term of this Contract shall be the ("Contract Price").

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The City is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Services are included in the Schedule of Prices; and,
4. The approximate quantities set forth in Exhibit A for each Unit Price Item are the City's estimate only, that City reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item completed in full compliance with this Contract Bid, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any Services not specifically listed or referred to in the Schedule of Prices or the Specifications, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made by the City within 60 calendar days after receiving an invoice and inspection report from the Bidder, as more fully described in the Specifications.

All payments may be subject to deduction or set-off by reason of any failure of Bidder to perform under this Contract Bid.

3. Term; Termination.

A. Term. If this Contract is accepted, the term of this Contract shall commence on January 1, 2019 and will terminate

at 11:59 p.m. on December 31, 2021 ("Term"). This Contract shall automatically renew for a maximum of two, two-year renewal terms (each, a "Renewal Term") upon the expiration of the then-current Term or Renewal Term unless the City or the Bidder provides the other party with written notice of nonrenewal at least 90 days before the expiration of the then-current Term or Renewal Term.

B. Termination. If this Contract is accepted, the City may terminate this Contract during any term and for any reason by providing 15-days written notice to Bidder. If the City terminates this Contract pursuant to this Section 3.B, Bidder shall deliver to the City copies of all reports, documents and other work performed by the Bidder under this Contract, and upon receipt thereof, the City shall pay Bidder for all Services actually performed by Bidder prior to termination.

4. Financial Assurance

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

1. Worker's Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$1,000,000 per occurrence.

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

\$3,000,000 Bodily Injury and Property Damage Combined Single Limit.

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

Coverage to include:

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

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

4. Professional Liability

Limits shall not be less than \$1,000,000 per occurrence, \$3,000,000 aggregate.

B. Indemnification. If this Contract Bid is accepted, Bidder proposes and agrees that Bidder 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 Bidder's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

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

D. Addendum. After the pre-bid meeting, Staff will prepare a complete list of questions and answers and will re-send the complete list to all bidders.

5. Firm Contract

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

6. Bidder's Representations and Warranties

To induce the City to accept this Contract Bid, Bidder hereby represents and warrants as follows:

A. The Services. The Services shall: (1) be of merchantable quality; (2) be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) strictly conform to the requirements of this Contract Bid, including without limitation the performance standards set forth in Section 1B of this Contract Bid; (4) be performed in a manner consistent with the degree of care and skill ordinarily exercised by reputable building and elevator inspection companies currently operating under similar circumstances in the Chicago Metropolitan Region; and (5) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract Bid. The warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the City

B. Compliance with Laws. The Services, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; all Elevator Safety and Regulation Acts; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Services.

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

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Services successfully and promptly and to commence and complete the Services within the Contract Price set forth above.

E. Default. If it should appear at any time that the Bidder has failed or refused to prosecute, or has delayed in the prosecution 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 such Event of Default within ten business days after the Bidder's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Bidder. The City may require the Bidder, 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 Bidder and the Services into compliance with this Agreement.

2. Termination of Agreement by City.

The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by City.

The City may withhold from any payment, whether or not previously approved, or may recover from the Bidder, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Bidder or as a result of actions taken by the City in response to any Event of Default by the Bidder.

7. Personnel.

A. Key Project Personnel. The Bidder shall assign personnel who shall be primarily responsible for carrying out the Services on behalf of the Bidder ("Key Project Personnel"). The Key Project Personnel shall not be changed without the City's prior written approval.

B. Availability of Personnel. The Bidder shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel. The Bidder shall 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 Bidder shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination.

C. Approval and Use of Subcontractors. The Bidder shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the City in writing. All subcontractors and subcontracts used by the Bidder shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Bidder 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 shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Bidder. For purposes of this Agreement, the term "Bidder" shall be deemed also to refer to all subcontractors of the Bidder, and every subcontract shall 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 and consistent with commonly accepted professional practices, the Bidder shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Bidder shall have no claim for damages, for compensation in excess of the amount contained in this Agreement.

8. Acknowledgements

In submitting this Contract Bid, Bidder acknowledges and agrees that:

A. Reliance. The City is relying on all warranties, representations, and statements made by Bidder in this Contract.

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

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

D. Remedies. Each of the rights and remedies reserved to the City in this Contract Bid shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract Bid.

E. Time. Time is of the essence for this Contract Bid and, except where stated otherwise, references in this Contract Bid to days shall be construed to refer to calendar days.

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

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

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

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

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

K. Relationship of the Parties. The Bidder shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures

between the City and Bidder; or (2) to create any relationship between the City and any subcontractor of the Bidder.

L. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the City by the Bidder in connection with any or all of the Services to be performed under this Contract ("Documents") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Contract Bid, the Bidder shall cause the Documents to be promptly delivered to the City.

[SIGNATURE PAGE FOLLOWS]

Dated: October 5th, 2018.

Bidder's Status: (X) Illinois Corporation () _____ Partnership () Individual Proprietor
(State) (State)

Bidder's Name: Citywide Elevator Inspection Services, Inc.

Doing Business As (if different):

Signature of Bidder or Authorized Agent:

(Corporate seal)
(if corporation)

Printed Name: Kathleen Reyes

Title/Position: Secretary/Treasurer

Bidder's Business Address: 7144 N. Harlem Ave. Suite 303 Chicago, IL 60631

Bidder's Business Telephone: (888) 757-8113 facsimile: (773) 775-4279

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

NAME	TITLE	ADDRESS
William Oveson	President	7144 N. Harlem Ave. Ste.303 Chicago, IL 60631
Kathleen Reyes	Secretary/Treasurer	Same

EXHIBIT A

SPECIFICATIONS FOR CITY OF DES PLAINES CONTRACT FOR ELEVATOR INSPECTION SERVICES

1. SCOPE OF WORK.

The City of Des Plaines is seeking bids from State of Illinois-licensed and qualified Elevator Inspector (QEI) elevator inspection companies ("*Vendor*") to provide mechanical and electrical inspection as well as plan review of all existing and new safety devices and equipment related to passenger and freight elevators, escalators, dumbwaiters, or any conveyance device that is listed under the authority of the rules, regulations and laws of the State of Illinois ("*Elevators*"), located within the City of Des Plaines. Inspections shall be conducted to assure compliance with the requirements of the State of Illinois Elevator Safety Act (225 ILCS 312/1) ("*Elevator Safety Act*") within the time limitations of the Act and subject to the rules and policies of the State of Illinois State Fire Marshal's Office. The City requires inspections to be made on an annual basis (minimum one per year).

Duties and responsibilities shall include inspections in accordance with the State of Illinois Elevator Safety Act and the City of Des Plaines municipal ordinances relating to the operation of Elevators. Addresses of Elevator locations will be provided by the Community and Economic Development Department (CED) of the City. In addition, the Vendor will conduct plan reviews for new, replacement, renovated, and upgraded Elevators to determine compliance with the State and City Codes. Correction Orders shall be issued to responsible parties citing elevator safety violations and detailing required corrective work. When inspections reveal serious code violations making continued service hazardous, Vendor will declare and post signs placing Elevators out of service. Vendor shall schedule all initial and follow-up inspections with the responsible agent or representative of the building owners or occupants. Vendor will promptly pick up and return plans when notified. Vendor shall provide invoicing as later defined within the body of this document.

Vendor shall arrange, coordinate and schedule inspections with all building owners, owner's representatives and / or responsible agents, companies or service organizations that represent the owners / operators of such devices that require inspection.

Vendor will be and remain well versed in all relevant provisions of State of Illinois Elevator Safety and Regulation Act(s); Illinois Accessibility Code; All building codes adopted by the City code; the City Code as may be amended from time to time; American Society of Mechanical Engineers Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walkways; Safety Standard for Platform Lifts and Stairway Chairlifts; Safety Code for Existing Elevators and Escalators ("*Requirements of Law*").

Vendor will also become and remain well versed in the City's local amendments to the 2015 International Building Code. (link via City website – http://www.sterlingcodifiers.com/codebook/index.php?book_id=561; reference Section 10-1-2 to view City of Des Plaines Amendments to the 2015 IBC.) This shall include accessibility requirements that pertain to Elevators and associated amenities.

2. CITY INFORMATION.

There are approximately four hundred and seventy (470) elevators located within the City of Des Plaines. These elevators range from simple scissor lifts to high rise elevators. There are approximately twenty (30+/-) plan reviews conducted each year. The following is a breakdown of elevators to be inspected:

Traction:	75
Hydraulic:	333
Dumbwaiters:	31 (including other material lifts)
Wheel Chair Lifts:	29
Escalators:	2

3. **CURRENT INSPECTION PRACTICE.**

The City of Des Plaines currently contracts with a third party vendor, to provide inspections on existing Elevators, plan reviews and inspections on new Elevators. Inspection Reports are provided to Community and Economic Development (CED) Department at the conclusion of the inspection service.

4. **ANNUAL INSPECTIONS**

All annual inspections for existing Elevators as of the effective date of this Contract Proposal must be completed within the first six months, between January 1st and June 30th, of each calendar year of the Contract.

5. **WORK RULES AND PROCEDURES.**

a. **Vendor to Provide and Maintain Valid Federal, State and Local Licensure.** The successful Vendor shall maintain all required certificates and or licensures required by any federal, state, and county or municipal authority as mandated by such. All such required documents shall remain current, valid and effective throughout the time period of the awarded contract.

b. **Vendor to Supply Labor and Materials.** Vendor to supply all required supervision, skilled labor, transportation, materials, apparatus and tools necessary to assure accurate and concise inspections and/or plan reviews of all components and devices addressed under the scope of the laws or rules pertaining to the Elevator Safety Act of the State of Illinois and the codes adopted by the municipality. Vendor to provide all necessary and or required safety equipment for all personnel as well as for the protection of personnel and persons that may become involved with the processes or procedures that pertain to the task at hand. The City shall not be responsible for site safety. The Vendor shall solely and exclusively be responsible for the means, methods, technologies required to perform the duties assigned as well as the safe environment in and around the area they are performing said tasks. The Vendor shall not at any time bill the City for reimbursement for fuel costs.

c. **Inspections Scheduling.** All inspections shall be conducted during normal business hours or that which is deemed reasonable and convenient to all parties.

- (1) The CED Department will, on an annual basis, provide Vendor with the most current contact information pertaining to the building or buildings in which the Elevators are located. Vendor shall work with CED to maintain updated contact information for each building containing an Elevator.
- (2) Vendor must pre-arrange access to all pertinent rooms and areas of concern ahead of determined inspection date and time. Neither Vendors nor their associated employees or approved subcontractors may have access to any key boxes as designated for Fire Department use only (i.e. lock boxes that provide access to buildings for emergency response personnel).
- (3) Vendor will provide a copy of inspection reports to building owner / representative at the time of completion of the inspection.

d. **Vendor to Provide for Invoicing.** Vendor will be responsible for the invoicing for all inspection and other services rendered. Upon successful completion of inspection the Vendor shall provide the owner or responsible party a certificate of inspection approval. If the elevator fails inspection or for some reason the inspection could not be conducted, a re-inspection shall be performed. The first re-inspection of any non-compliance is all inclusive in the initial fee charged for the required annual inspection.

e. **Vendor Report to CED.** Vendor shall provide CED a copy of all inspection reports, the inspector's determination (pass, fail, conditions, etc.), and a report summarizing all the actions that took place during each monthly time period. The reports shall include the total number of inspections and re-inspections required at each address for each unit being inspected.

Vendor shall provide a report of invoicing that has been conducted during that time period to CED that details copy of invoice and date of mailing along with each end of month report. Vendor shall issue Certificates for passed elevators. Certificates shall be provided to Vendor by the City of Des Plaines.

f. **Inspection Standards.** Vendors are required to perform Elevator inspections in accordance with the Requirements of Law. The initial inspection and one follow-up inspection shall be included in the initial inspection fee charged.

g. **Equipment Installations / Plan Reviews.** Vendors will be responsible for the review of all pertinent plans and construction documents that relate to renovations or installations of any associated equipment that falls under the scope of the laws or rules pertaining to the Elevator Safety Act of the State of Illinois and the codes adopted by the municipality. All such review commentary and or results shall be conveyed to the CED designee in an expedited, timely yet accurate manner.

EXHIBIT B
SCHEDULE OF PRICES

ELEVATOR INSPECTION SERVICES

	Unit Price for Initial Term (\$0.00)	Unit Price for 1st Renewal (\$0.00)	Unit Price for 2nd Renewal (\$0.00)
Inspections - Annual (Initial and one follow-up inspection)	\$8.00	\$8.00	\$8.00
Re-inspection – Annual; Per inspection price (after initial and follow-up inspection)	\$8.00	\$8.00	\$8.00
Inspections - New Construction, Replacement, Renovated, Upgraded (Initial and one follow-up inspection)	\$8.00	\$8.00	\$8.00
Re-inspection - New Construction and Replacement; Per inspection price (after initial and follow-up inspection)	\$8.00	\$8.00	\$8.00
Plan Reviews - New Construction and/or Replacement (Unit price to include all subsequent reviews of revisions)	No Charge	No Charge	No Charge
Plan Reviews - Renovated and/or Upgraded (Unit price to include all subsequent reviews of revisions)	No Charge	No Charge	No Charge
Consulting, Per Hour	No Charge	No Charge	No Charge
Meeting Attendance/Representation, Per Hour	No Charge	No Charge	No Charge

ACCEPTANCE

The Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines ("City") as of November 6, 2018.

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

CITY OF DES PLAINES

Signature:

M. McMahon

Printed name:

Michael McMahon

Title:

CEO Director



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 23, 2021

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

From: Tom Bueser, Superintendent of General Services *T.B.*

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

Subject: Morbark Chipper Purchase

Issue: The approved 2022 budget includes \$115,000 in funding for a Morbark wood chipper.

Analysis: The Public Works and Engineering Department currently utilizes multiple wood chippers for year-round tree maintenance operations including: clearing tree storm debris, branch pickup, tree pruning, and tree removal. The City's current unit which is being replaced is a 2006 Morbark chipper.

After review of equipment options available and the City's current equipment, the Morbark Eger Beever 2131-SA trailer mounted wood chipper was chosen by crew members and staff to best fit the City's needs. Alexander Equipment is the regional supplier of this unit which is available through Sourcewell (formerly National Joint Powers Alliance), which is a cooperative purchasing entity for government and educational agencies of which the City is a member. Per Sourcewell Contract #031721-MBI this equipment can be purchased from Alexander Equipment in the amount of \$95,961.06.

Recommendation: We recommend the purchase of a Morbark Eger Beever 2131-SA wood chipper through Sourcewell Contract #031721-MBI, from Alexander Equipment, 4728 Yender Avenue, Lisle, IL 60532, in the amount of \$95,961.06. Source of funding will be the Equipment Replacement Fund account (410-00-000-0000.8015).

Attachments:

Attachment 1 - Contract #031721-MBI Proposal
Resolution R-196-21

**MORBARK**

Box 1000, Winn, Michigan, 48896
 Telephone: 989-866-2381
 Fax: 989-866-2280
www.morbark.com



Sold To: City of Des Plaines
1111 Joseph J. Schwab Rd.
Des Plaines, IL 60016

Ship To: Alexander Equipment
4728 Yender Ave
Lisle, IL 60532
(for further delivery to: City of Des Plaines)

Quote No. JD173-R **Quote Date:** 11/16/2021 **Customer P.O.** _____ **Requested:** 9-11 Months ARO

Contact: Jason Ostrowski **Contact #:** 847-812-6728 **Delivery Instructions:**
FOB-Destination

Preparer: Erika Snyder **Terms:** Net 30 Days

SKU# 50120 - 2022 MORBARK EGER BEEVER™ 2131-SA

EQUIPMENT AND OPTIONS

STANDARD UNIT:

- Morbark orange urethane paint system
- Infeed with rigid tray and control handle to actuate feed wheels and dual safety pull cables
- Dual horizontal feed wheels with TorqMax™ top feed wheel compression system, hydraulic lift assist, Variable Force™ constant hydraulic down pressure system with additional manually applied hydraulic down pressure at the valve handle and direct drive bottom feed wheel with box mount coupler
- Reversing automatic feed system
- 37-3/8" diameter x 23-3/4" wide, four (4) dual-edged knife staggered pocket drum with removable knife holders, dual sided chambered air impeller system and controllable air flow vents
- 60-gallon lockable fuel tank with drain plug, sight gauge, shut-off valve and electronic fuel gauge
- 41-gallon lockable hydraulic reservoir with sight gauge, drain plug, hydraulic oil cooler, and clean-out cover
- Live hydraulic system including: ball valve, pump, motor, and valve bank with additional valve section for installation of winch package
- Manual crank swivel discharge with 360° rotation, turnbuckle height adjustment, bottom clean-out door and adjustable flipper
- 6" x 2" tubular steel frame with cross bracing for additional structural rigidity
- 6" x 4" tubular steel telescoping drawbar with (2) 12" extensions, adjustable hitch plate with 2-1/2" pintle ring and 3/8" thick safety chains with clasp hooks
- 12,000# Torsion axle, electric brakes, break-away actuator with 235/75R x 17.5", 16-ply radial tires and hexagon splash guard fenders
- 10,000# tongue jack with stationary foot pad
- Lockable steel combination tool and battery box compartment with 8D, 1400CCA battery
- Registration and operator guide holder
- Complete set of manuals including: Safety and Operator's, Parts Manual with electronic back-up, which also includes a Safety Video and OEM component manuals. Also included is an engine manual if applicable along with start-up paperwork
- Enclosed engine with gauge panel, radiator fines screen and slide rails for belt adjustment
- Trailer wiring package includes: 7-pin flat electrical connector, LED tail lamps, LED side marker lamps, tail lights and license plate holder with light

POWER OPTIONS:

- John Deere 4045HFC06, 173-HP, Tier 4F diesel engine with over center clutch and block heater in lieu of standard

BOLT-ON OPTIONS:

- Hydraulic front stabilizer in lieu of standard 10,000# tongue jack
- Variable speed flow control
- Winch package: Heavy-duty, 5000# pull capacity with rope, 10' chafe guard and interlock device
- Hydraulic swivel discharge chute

Sourcewell #031721-MBI, Member ID#44355

TOTAL CALCULATION

Total from Above Choices =	\$94,611.06
Freight =	\$850.00
Prep =	\$500.00
Extended Price =	\$95,961.06

QUOTE IS VALID FOR 30 DAYS

Effective 5/5/21

CITY OF DES PLAINES

RESOLUTION R - 196 - 21

A RESOLUTION AUTHORIZING THE PURCHASE OF A MORBARK WOOD CHIPPER FROM ALEXANDER EQUIPMENT COMPANY THROUGH SOURCEWELL.

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 has sufficient funds in the Equipment Replacement Fund for use by the Public Works and Engineering Department during the 2022 fiscal year for the purchase of a wood chipper to improve redundancy in operations; and

WHEREAS, after a review of the City's current equipment available, Staff determined that the Morbark Eger Beaver 2131-SA trailer mounted wood chipper ("*Equipment*") satisfies the City's specifications and will best address the City's needs; and

WHEREAS, the City is a member of Sourcewell, formerly National Joint Powers Alliance, ("*Sourcewell*") a public agency that provides cooperative purchasing solutions for government and educational agencies; and

WHEREAS, Sourcewell has identified Alexander Equipment ("*Vendor*") as a qualified bidder and awarded Contract #031721-MBI to the Vendor for the purchase of the Equipment; and

WHEREAS, City staff has determined that Sourcewell's purchasing policies satisfy the City's competitive bidding requirements; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the purchase the Equipment from Vendor in accordance with Sourcewell Contract #031721-MBI in the not-to-exceed amount of \$95,961.06;

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 PURCHASE. The City Council hereby approves the purchase of the Equipment from Vendor in a total not-to-exceed amount of \$95,961.06, in accordance with Sourcewell Contract #031721-MBI.

SECTION 3: AUTHORIZATION OF PURCHASE. The City Manager is hereby authorized and directed to execute such documents approved by the General Counsel and to make

such payments, on behalf of the City, as are necessary to complete the purchase of the Equipment from Vendor in a total not-to-exceed amount of \$95,961.06 in accordance with Sourcewell Contract #031721-MBI.

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 Purchase of a Wood Chipper thru Sourcewell from Alexander Equipment



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 23, 2021

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

From: Timothy Watkins, Assistant Director of Public Works and Engineering TW

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

Subject: Architectural Design Services – Fire Station 61

Issue: The 2022 budget includes funding for the remodeling of Fire Station 61.

Analysis: Fire Station 61 currently houses both the Fire Department's administrative staff and the shift personnel. The layout of the current building is not functional and many of the appurtenances needs replacement. Since Fire administration is relocating to City Hall, this allows us to reconfigure the space and upgrade the facility.

FGM has provided the City with Task Order #9 for architectural design services of Fire Station 61 in the amount of \$53,600 plus \$500 for reimbursable expenses for a total of \$54,100. Construction of this project would not take place until 2022.

Recommendation: We recommend approval of Task Order No. 9 with FGM Architects Inc., 1211 West 22nd Street, Oakbrook, IL in the amount of \$54,100. Source of funding would be the Facilities Replacement Fund.

Attachments:

Resolution R-197-21
Exhibit A – Task Order No. 9

CITY OF DES PLAINES

RESOLUTION R - 197 - 21

**A RESOLUTION APPROVING TASK ORDER NO. 9 WITH
FGM ARCHITECTS, INC. FOR ARCHITECTURAL
DESIGN SERVICES FOR THE REMODELING OF FIRE
STATION 61.**

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 June 17, 2019, the City Council approved Resolution R-116-19, which authorized the City to enter into a master contract ("**Master Contract**") with FGM Architects Inc. ("**Consultant**") to perform certain architectural services for the City as such services are needed over time; and

WHEREAS, the City has appropriated funds in the Facilities Replacement Fund for use by the Department of Public Works and Engineering during the 2021 fiscal year for the architectural design services for the remodeling of Fire Station 61 ("**Services**"); and

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

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

WHEREAS, the City requested a proposal from Consultant to perform the Services; and

WHEREAS, Consultant submitted a proposal for the performance of the Services in the amount of \$53,600 plus \$500 for reimbursable expenses for a total not-to-exceed amount of \$54,100; and

WHEREAS, the City desires to enter into Task Order No. 9 under the Master Contract with Consultant for the performance of Services in the total not-to-exceed amount of \$54,100 ("**Task Order No. 9**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 9 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 TASK ORDER NO. 9. The City Council hereby approves Task Order No. 9 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. 9. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Task Order No. 9.

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 9 with FGM Architects for Design Services for Fire Station 61 Remodel

ATTACHMENT A

TASK ORDER 9

In accordance with Section 1.2 of the Master Contract dated June 19, 2019 between the City of Des Plaines (the “City”) and FGM Architects (the “Consultant”), the Parties agree to the following Task Number 9:

1. Contracted Services:

Interior renovation of fire station 61 locker rooms, per FGM proposal dated October, 07, 2021

2. Project Schedule (attach schedule if appropriate):

The project is anticipated to begin October 28, 2021.

3. Project Completion Date:

All contracted services are anticipated to be completed within 3 months of services commencing.

4. Project Specific Pricing (if applicable):

The total fee is \$53,600 plus \$500 in reimbursable expenses for a total of \$54,100.

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

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

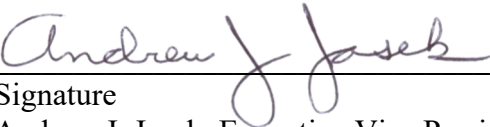
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CITY

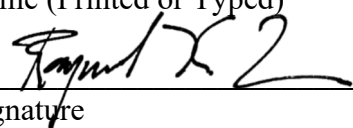
Signature
Director of Public Works
And Engineering

_____, 20____
Date

CONSULTANT



Signature
Andrew J. Jasek, Executive Vice President
Name (Printed or Typed)



Signature
Raymond K. Lee, Vice President
Name (Printed or Typed)

October 7, 2021
Date

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

Signature
City Manager

_____, 20____
Date

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

Signature
City Manager

_____, 20____
Date

FGMARCHITECTS

Proposal for

Architectural Services

for

Implementation of Fire Station 61 Interior Renovations Locker Rooms
Des Plaines, Illinois

Submitted to:

CITY OF DES PLAINES
1420 Miner Street
Des Plaines, Illinois 60016

By:

FGM ARCHITECTS INC.
1211 West 22nd Street, Suite 700
Oak Brook, IL 60523

October 7th, 2021

1.0 SCOPE OF PROJECT

We understand that the City of Des Plaines intends to relocate fire department's administrative offices. When the offices are relocated to the city hall, this provides space for improving locker rooms, living quarters areas, and overall accessibility.

The scope of services to be provided include architect/engineering services for the design and construction of the proposed Fire Department Remodel, include architecture, mechanical, electrical, plumbing, and fire protection. The City will provide, under separate contract, civil engineering and surveying as required, which FGM will coordinate.

- 1.0.1 The City of Des Plaines, hereinafter referred to as the City or the Owner, intends to renovate the existing locker rooms and living quarters of fire station 61.
- 1.0.2 The project is anticipated to begin in October 2021. It is anticipated that construction will begin in the Late Spring of 2022.
- 1.0.3 This project will not be a LEED Certified project.

2.0 SCOPE OF ARCHITECT'S SERVICES – INTERIOR RENOVATION OF FIRE STATION 61 -LOCKER ROOMS

FGM Architects Inc., hereinafter referred to as FGMA or Architect, shall provide the following professional Architectural services for the Project:

2.1 Schematic Design Phase

- 2.1.1 Architectural and Engineering Schematic Design Phase services for the interior renovations including floor plans, reflected ceiling plans and interior design
- 2.1.2 FGMA will develop a Schematic Design cost estimate to be prepared at the end of the phase.

2.2 Design Development Phase

- 2.2.1 Upon approval of the Schematic Design, FGMA shall proceed into the Design Development Phase for the addition. This will include Design Development site design, plans, building interior elevations, details, preliminary engineering designs for mechanical, electrical, plumbing, and fire protection systems, and outline specifications. At the end of this phase, the drawings and other documents will fix and describe the size and character of the scope of work.
- 2.2.2 Building wayfinding signage and graphics are included as part of the design work.
- 2.2.3 FGMA will provide space planning general office furniture locations and coordinate utility requirements, including low voltage cabling and power.
- 2.2.4 Meetings with the City for their review process are included in this phase.
- 2.2.5 FGMA will develop a Design Development cost estimate at the end of the phase.

2.3 Construction Document Phase

- 2.3.1 Upon approval of the Design Development Phase, FGMA shall prepare complete Construction Documents for the Project. The Construction Documents shall consist of complete Contract Drawings, Specifications, and other necessary documents as required to secure a building permit for the Project and proceed with the Bidding and Negotiation Phase for the Project. We have assumed the project will be bid in one phase and not in multiple packages at different times.
- 2.3.2 Contract Documents prepared by FGMA shall include Architectural, Mechanical, Electrical, Plumbing, and Fire Protection design services.
- 2.3.3 Bidding and contract legal requirements will be provided by the City.
- 2.3.4 FGMA will develop a cost estimate at 95% completion of the Construction Documents.
- 2.3.5 FGMA shall assist the Owner in filing the required documents for approval of municipal and state authorities having jurisdiction over the project.

2.4 Bidding and Negotiation Phase- Not included -Hourly as Requested Additional Service

- 2.4.1 FGMA shall assist the Owner in soliciting and reviewing bids from Contractors as required. FGMA will provide bidding documents to a third-party reprographics company to distribute the documents or as directed by the city.
- 2.4.2 Attend Pre-Bid meeting.
- 2.4.3 Respond to questions and provide clarifications to bidders, and issue Addenda as required for issuance to bidders.
- 2.4.4 Attend Bid Opening.
- 2.4.5 Assist City in Bid evaluation. Meet with low bidders as required to review bids as requested.
- 2.4.8 Incorporate all Addenda and adjustments to the contract documents to create an "Issue for Construction" set.

2.5 Contract Administration Services- Not included -Hourly as Requested Additional Service

- 2.5.1 FGMA shall assist with the administration of construction contracts including shop drawing and other submittal review as required (up to 2 reviews of each shop drawing & submittal included), and review of payment applications.
- 2.5.2 Attend an average of one On-Site Owner/Architect/Contractor (OAC) meetings in combination with On-Site Observation visit every other week to monitor Construction Phase activities for general conformance with Construction Documents. FGMA will also prepare and distribute reports of site observations.
- 2.5.3 Participate in pre-construction and pre-installation meetings as required.
- 2.5.4 Provide assistance to the Contractor during initial start-up, testing, adjustment, balancing and commissioning of the building systems.
- 2.5.5 Building mechanical system commissioning as required by building code can be provided as an optional service.
- 2.5.6 Prepare Punch-List and related follow-up of same. We have included two (2) meetings

for preparation of punch-list and two (2) punch-list follow up meetings.

2.6 Project Closeout Phase

- 2.6.1 FGMA shall provide to the Owner a set of record documents including the final set of construction documents and specifications incorporating field sketches and notes issued to the Contractor during the construction phase. FGM will provide electronic copies in pdf format.
- 2.6.3 Provide assistance to the Owner for warranty issues as required.
- 2.6.4 Conduct a post-construction 10 month walk-thru with the Owner and Construction Manager to review building for warranty items.

2.7 Consultants

- 2.7.1 FGMA has included in our fee the services of the following consultants:
 - .1 Structural Engineering
 - .2 MEPFP EngineeringFGMA will provide interior design services in-house.
- 2.7.2 Geotechnical explorations, material testing, environmental engineering, hazardous waste engineering, and traffic engineering services are not included in our proposal.
- 2.7.3 Civil Engineering and Surveying are not included in our proposal.

3.0 ARCHITECT'S COMPENSATION

The City of Des Plaines shall compensate FGM Architects for professional Architectural services rendered in connection with the Project under this Proposal as follows:

- 3.1 For all professional services in connection with the Design Services as described in Section 2.0 above we propose the following Lump Sum Fees for each project:

3.1.1 Interior Renovation of Station 61	\$53,600.00
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- 3.2 In addition to the compensation above, FGMA shall be reimbursed for additional expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same, for the below items. We recommend establishing a Reimbursable Allowance of \$500, which FGMA shall not exceed without prior written approval of the City. Reimbursable Allowance includes costs for items 3.2.1 and 3.2.2 below.

3.2.1 Expense of postage and/or delivery.

3.2.2 Expense of printing

Local travel (travel less than 100 miles), phone, fax, and printing of review documents shall not be charged as a Reimbursable Expense.

- 3.3 For any Additional Services authorized by the City beyond the scope of this Proposal, FGM shall

be compensated on the basis of the hourly rates described in the attached Hourly Rate Schedule for the professional and technical employees engaged on the Project plus Reimbursable Expenses.

- 3.4 The terms of this Proposal are based upon services commencing within 30 days and all services being completed within 4 months thereafter.

4.0 Form of Agreement

Contract Form: The contractual agreement will be in the form of a task order to the Master Contract Between the City of Des Plaines and FGM Architects Inc. dated June 18, 2019.

If you have any questions regarding this proposal, please do not hesitate to contact us. We appreciate the opportunity to be of service to the City of Des Plaines for this project.

Sincerely,

FGM ARCHITECTS INC.



Raymond K. Lee | Principal

Phone: 630.574.8711

RayL@fgmarchitects.com



Andrew J. Jasek | Executive Vice President

Phone: 630.574.8709

AndyJ@fgmarchitects.com

HOURLY RATE SCHEDULE

Effective February 1, 2021*

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

FGM Architects

Principal	\$250.00
Arch IV	\$220.00
Arch III	\$175.00
Arch II	\$145.00
Arch I	\$105.00
Interior Designer IV	\$215.00
Interior Designer III	\$170.00
Interior Designer II	\$145.00
Interior Designer I	\$100.00
Landscape Architect	\$180.00
Project Administrator	\$100.00

*Hourly rates are subject to adjustment on November 1 each year.



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 23, 2021

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

From: Timothy Watkins, Assistant Director of Public Works and Engineering *TW*

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

Subject: Architectural Design Services – City Hall/Police Station Lobby

Issue: The 2022 budget includes funding for the remodeling of the existing Police Station which includes connecting the lobbies of the Police Station to City Hall.

Analysis: The Civic Center Refurbishment project includes connecting the lobby of City Hall to the lobby of the Police Station. Connecting the two buildings will allow for improved customer service by having Police Records and Finance on the first floor and access to both without leaving the building.

FGM has provided the City with Task Order #10 for architectural design services of the Civic Center Lobby in the amount of \$46,345 plus \$500 for reimbursable expenses for a total of \$46,845. Construction of this project would not take place until 2022.

Recommendation: We recommend approval of Task Order No. 10 with FGM Architects Inc., 1211 West 22nd Street, Oakbrook, IL in the amount of \$46,845. Source of funding would be the Facilities Replacement Fund.

Attachments:

Resolution R-198-21
Exhibit A – Task Order No. 10

CITY OF DES PLAINES

RESOLUTION R - 198 - 21

**A RESOLUTION APPROVING TASK ORDER NO. 10 WITH
FGM ARCHITECTS INC. FOR ARCHITECTURAL
DESIGN SERVICES FOR THE REMODELING OF CITY
HALL AND POLICE STATION LOBBIES.**

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 June 17, 2019, the City Council approved Resolution R-116-19, which authorized the City to enter into a master contract ("**Master Contract**") with FGM Architects Inc. ("**Consultant**") to perform certain architectural services for the City as such services are needed over time; and

WHEREAS, the City has appropriated funds in the Facilities Replacement Fund for use by the Department of Public Works and Engineering during the 2021 fiscal year for the architectural design services for the remodeling of the City Hall and Police Department Lobby ("**Services**"); and

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

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

WHEREAS, the City requested a proposal from Consultant to perform the Services; and

WHEREAS, Consultant submitted a proposal for the performance of the Services in the amount of \$46,345 plus \$500 for reimbursable expenses for a total not-to-exceed amount of \$46,845; and

WHEREAS, the City desires to enter into Task Order No. 10 under the Master Contract with Consultant for the performance of Services in the total not-to-exceed amount of \$46,845 ("**Task Order No. 10**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 10 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 TASK ORDER NO. 10. The City Council hereby approves Task Order No. 10 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. 10. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Task Order No. 10.

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 10 with FGM Architects for Design Services for Lobby Remodel

ATTACHMENT A

TASK ORDER 10

In accordance with Section 1.2 of the Master Contract dated June 19, 2019 between the City of Des Plaines (the “City”) and FGM Architects (the “Consultant”), the Parties agree to the following Task Number 10:

1. Contracted Services:

Enclosure of covered walkway between City hall and Police, per FGM proposal dated October, 07, 2021

2. Project Schedule (attach schedule if appropriate):

The project is anticipated to begin October 28, 2021.

3. Project Completion Date:

All contracted services are anticipated to be completed within 3 months of services commencing.

4. Project Specific Pricing (if applicable):

The total fee is \$46,345 plus \$500 in reimbursable expenses for a total of \$46,845.

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

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

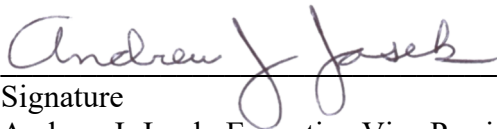
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CITY

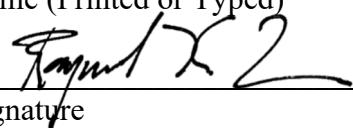
Signature
Director of Public Works
And Engineering

_____, 20____
Date

CONSULTANT



Signature
Andrew J. Jasek, Executive Vice President
Name (Printed or Typed)



Signature
Raymond K. Lee, Vice President
Name (Printed or Typed)

October 7, 2021
Date

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

Signature
City Manager

_____, 20____
Date

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

Signature
City Manager

_____, 20____
Date

FGMA^{ARCHITECTS}

Proposal for

Architectural Services

for

Implementation of City Hall and Police Walkway Enclosure
Des Plaines, Illinois

Submitted to:

CITY OF DES PLAINES
1420 Miner Street
Des Plaines, Illinois 60016

By:

FGM ARCHITECTS INC.
1211 West 22nd Street, Suite 700
Oak Brook, IL 60523

October 7th, 2021

1.0 SCOPE OF PROJECT

We understand that the City of Des Plaines intends to build an addition between the city hall and police station to form a common entry, lobby, and reception area for both buildings. This is envisioned as a one-story enclosure of the existing covered walkway connecting the two buildings. The first floor will also include police department reception, common toilet rooms, report writing rooms and potentially a community development service window.

The scope of services to be provided include architect/engineering services for the design and construction of the proposed Fire Department Remodel, include architecture, structural, landscape, mechanical, electrical, plumbing, fire protection, low voltage infrastructure, security, and audio-visual system designs. The City will provide, under separate contract, civil engineering and surveying as required, which FGM will coordinate.

- 1.0.1 The City of Des Plaines, hereinafter referred to as the City or the Owner, intends to renovate enclose the existing walkway connecting City Hall and the Police Station.
- 1.0.2 The project is anticipated to begin in October 2021. It is anticipated that construction will begin in the Late Spring of 2022.
- 1.0.3 This project will not be a LEED Certified project.

2.0 SCOPE OF ARCHITECT'S SERVICES – ENCLOSURE OF EXISTING COVERED WALKWAY

FGM Architects Inc., hereinafter referred to as FGMA or Architect, shall provide the following professional Architectural services for the Project:

2.1 Schematic Design Phase

- 2.1.1 Architectural and Engineering Schematic Design Phase services for the interior renovations including floor plans, reflected ceiling plans and interior design
- 2.1.2 FGMA will assist the Owner in soliciting geotechnical testing proposals and civil engineering & surveying proposals.
- 2.1.3 FGMA will develop a Schematic Design cost estimate to be prepared at the end of the phase.

2.2 Design Development Phase

- 2.2.1 Upon approval of the Schematic Design, FGMA shall proceed into the Design Development Phase for the addition. This will include Design Development site design, plans, building elevations, details, preliminary engineering designs for mechanical, electrical, plumbing, and fire protection systems, and outline specifications. At the end of this phase, the drawings and other documents will fix and describe the size and character of the scope of work.
- 2.2.2 Design Development work will also include low voltage infrastructure, security, and audio-visual system design.
- 2.2.3 Building wayfinding signage and graphics are included as part of the design work.
- 2.2.4 FGMA will provide space planning general office furniture locations and coordinate

utility requirements, including low voltage cabling and power.

2.2.5 Meetings with the City for their review process are included in this phase.

2.2.7 FGMA will develop a Design Development cost estimate at the end of the phase.

2.3 Construction Document Phase

2.3.1 Upon approval of the Design Development Phase, FGMA shall prepare complete Construction Documents for the Project. The Construction Documents shall consist of complete Contract Drawings, Specifications, and other necessary documents as required to secure a building permit for the Project and proceed with the Bidding and Negotiation Phase for the Project. We have assumed the project will be bid in one phase and not in multiple packages at different times.

2.3.2 Contract Documents prepared by FGMA shall include Architectural, Structural, Landscape, Mechanical, Electrical, Plumbing, and Fire Protection design services.

2.3.3 Bidding and contract legal requirements will be provided by the City.

2.3.4 FGMA will develop a cost estimate at 95% completion of the Construction Documents.

2.3.5 FGMA shall assist the Owner in filing the required documents for approval of municipal and state authorities having jurisdiction over the project.

2.4 Bidding and Negotiation Phase- Not included -Hourly as Requested Additional Service

2.4.1 FGMA shall assist the Owner in soliciting and reviewing bids from Contractors as required. FGMA will provide bidding documents to a third-party reprographics company to distribute the documents or as directed by the city.

2.4.2 Attend Pre-Bid meeting.

2.4.3 Respond to questions and provide clarifications to bidders, and issue Addenda as required for issuance to bidders.

2.4.4 Attend Bid Opening.

2.4.5 Assist City in Bid evaluation. Meet with low bidders as required to review bids as requested.

2.4.8 Incorporate all Addenda and adjustments to the contract documents to create an "Issue for Construction" set.

2.5 Contract Administration Services- Not included -Hourly as Requested Additional Service

2.5.1 FGMA shall assist with the administration of construction contracts including shop drawing and other submittal review as required (up to 2 reviews of each shop drawing & submittal included), and review of payment applications.

2.5.2 Attend an average of one On-Site Owner/Architect/Contractor (OAC) meetings in combination with On-Site Observation visit every other week to monitor Construction Phase activities for general conformance with Construction Documents. FGMA will also prepare and distribute reports of site observations.

2.5.3 Participate in pre-construction and pre-installation meetings as required.

2.5.4 Provide assistance to the Contractor during initial start-up, testing, adjustment,

balancing and commissioning of the building systems.

2.5.5 Building mechanical system commissioning as required by building code can be provided as an optional service.

2.5.6 Prepare Punch-List and related follow-up of same. We have included two (2) meetings for preparation of punch-list and two (2) punch-list follow up meetings.

2.6 Project Closeout Phase

2.6.1 FGMA shall provide to the Owner a set of record documents including the final set of construction documents and specifications incorporating field sketches and notes issued to the Contractor during the construction phase. FGM will provide electronic copies in pdf format.

2.6.3 Provide assistance to the Owner for warranty issues as required.

2.6.4 Conduct a post-construction 10 month walk-thru with the Owner and Construction Manager to review building for warranty items.

2.7 Consultants

2.7.1 FGMA has included in our fee the services of the following consultants:

.1 Structural Engineering

.2 MEPFP Engineering

FGMA will provide interior design services in-house.

2.7.2 Geotechnical explorations, material testing, environmental engineering, hazardous waste engineering, and traffic engineering services are not included in our proposal.

2.7.3 Civil Engineering and Surveying are not included in our proposal.

3.0 ARCHITECT'S COMPENSATION

The City of Des Plaines shall compensate FGM Architects for professional Architectural services rendered in connection with the Project under this Proposal as follows:

3.1 For all professional services in connection with the Design Services as described in Section 2.0 above we propose the following Lump Sum Fees for each project:

3.1.1 Enclosure of existing covered walkway and interior addition	\$46,345.00
---	-------------

3.2 In addition to the compensation above, FGMA shall be reimbursed for additional expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same, for the below items. We recommend establishing a Reimbursable Allowance of \$500, which FGMA shall not exceed without prior written approval of the City. Reimbursable Allowance includes costs for items 3.2.1 and 3.2.2 below.

3.2.1 Expense of postage and/or delivery.

3.2.2 Expense of printing

Local travel (travel less than 100 miles), phone, fax, and printing of review documents shall not be charged as a Reimbursable Expense.

3.3 For any Additional Services authorized by the City beyond the scope of this Proposal, FGM shall be compensated on the basis of the hourly rates described in the attached Hourly Rate Schedule for the professional and technical employees engaged on the Project plus Reimbursable Expenses.

3.4 The terms of this Proposal are based upon services commencing within 30 days and all services being completed within 4 months thereafter.

4.0 Form of Agreement

Contract Form: The contractual agreement will be in the form of a task order to the Master Contract Between the City of Des Plaines and FGM Architects Inc. dated June 18, 2019.

If you have any questions regarding this proposal, please do not hesitate to contact us. We appreciate the opportunity to be of service to the City of Des Plaines for this project.

Sincerely,

FGM ARCHITECTS INC.



Raymond K. Lee | Principal

Phone: 630.574.8711

RayL@fgmarchitects.com



Andrew J. Jasek | Executive Vice President

Phone: 630.574.8709

AndyJ@fgmarchitects.com

HOURLY RATE SCHEDULE

Effective February 1, 2021*

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

FGM Architects

Principal	\$250.00
Arch IV	\$220.00
Arch III	\$175.00
Arch II	\$145.00
Arch I	\$105.00
Interior Designer IV	\$215.00
Interior Designer III	\$170.00
Interior Designer II	\$145.00
Interior Designer I	\$100.00
Landscape Architect	\$180.00
Project Administrator	\$100.00

*Hourly rates are subject to adjustment on November 1 each year.



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

1111 Joseph J. Schwab Road
Des Plaines, IL 60016
P: 847-391-5464
desplaines.org

MEMORANDUM

Date: November 23, 2021

To: Mike Bartholomew, MCP, LEED-AP, City Manager

From: Robert Greenfield, Superintendent of Utility Services *RG*

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

Subject: Manhard Consulting Ltd., Professional Services Master Contract

Issue: The Public Works and Engineering Department requests a new three-year Master Contract with Manhard Consulting, Ltd. for professional engineering services. The current contract has expired.

Analysis: The Master Contract allows the City to enter into professional service Task Order agreements with the consultant to perform a variety of engineering services. The Task Order agreements are presented individually for approval.

Manhard Consulting Ltd. is a regional full service engineering firm specializing in environmental compliance. They have experience assisting municipalities in administering the the National Pollutant Discharge Elimination System (NPDES) rules and working with the IEPA on compliance. Manhard has successfully performed work for the City on previous projects. In addition, they have been consultant to many neighboring communities and is well respected in the region for providing excellent support for engineering services.

Recommendation: We recommend the approval of a new Professional Services Master Contract between the City of Des Plaines and Manhard Consultants Ltd., One Overlook Point, Lincolnshire, IL, 60069.

Attachments:

Resolution R-199-21

Exhibit A – Master Agreement

CITY OF DES PLAINES

RESOLUTION R - 199 - 21

**A RESOLUTION APPROVING A MASTER CONTRACT
WITH MANHARD CONSULTING, LTD. FOR
PROFESSIONAL ENGINEERING SERVICES.**

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

WHEREAS, the City desires to retain an engineering firm to perform certain engineering services and work for the City as such services are needed over time ("*Engineering Services*"); and

WHEREAS, Manhard Consulting, Ltd. ("*Contractor*") has performed Engineering Services for the City in the past to the City's satisfaction; and

WHEREAS, the City desires to enter into a master contract with Contractor to perform the Engineering Services as required by the City ("*Master Contract*") pursuant to task orders that will be issued and approved by the City in accordance with the City's purchasing policies and Master Contract; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Master Contract with Contractor;

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

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

SECTION 2: APPROVAL OF MASTER CONTRACT. The City Council hereby approves the Master Contract in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE MASTER CONTRACT. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Master Contract.

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 Master Contract with Manhard Consulting

Master Contract
Between the City of Des Plaines
And Manhard Consulting, Ltd.
For Professional Engineering Services

Master Contract
Between the City of Des Plaines
And Manhard Consulting, Ltd.
For Professional Architectural/Engineering Services

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Master Contract
Between The City of Des Plaines
And Manhard Consulting, Ltd.
For Professional Architectural/Engineering Services

This contract (the “*Master Contract*”) is dated as of December 6, 2021 (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and Manhard Consulting, Ltd. (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1. THE SERVICES

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$20,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2024 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Consultant. Also, the City may enter into master contracts with other consultants, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its

own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Consultant the amounts set forth in Attachment B attached to and by this reference incorporated into this Master Contract (the "*Pricing Schedule*"). The Parties may agree to different or additional pricing terms in a Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes,

contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order ("*Final Payment*"). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant's sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys' fees, of correcting any of the matters stated in this Section or exercising any one or more of the City's remedies set forth in Section 8.3 of this Master Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the City's determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys' fees (collectively "*Costs*") incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City's request and expense.

ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant’s sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors’ methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant’s experience and qualifications, and those opinions represent the Consultant’s best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City's representative on each Project. In the absence of a written designation, the City's representative will be the City's Director of Public Works and Engineering. The City's representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

ARTICLE 4. TASK CHANGE ORDERS; DELAYS

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a “*Task Change Order*”) provided, however, that any Task Change Order in an amount exceeding \$20,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the

negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

ARTICLE 7. INFORMAL DISPUTE RESOLUTION

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

ARTICLE 8. TERMINATION

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not

entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "*Breach*" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Consultant has completed, and the City has

approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on

any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the City and at the Consultant's sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the City's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "*Data*"), other than the Consultant's confidential information, will be and remain the sole property of the City. The Consultant must promptly deliver all Data to the City at the City's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City's expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:

City of Des Plaines
Public Works and Engineering Department
1420 Miner Street
Des Plaines, Illinois 60016
Attn: Director of Public Works
And Engineering

with a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attn: Peter Friedman, General Counsel

If to the Consultant:

Manhard Consulting, Ltd.
One Overlook Point, Suite 290
Lincolnshire, IL 60069
Attn: Peter Stoehr, P.E.

with a copy to:

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant's obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other

approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no City employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

City of Des Plaines

Manhard Consulting, Ltd.

By: _____

By: _____

Name: Michael G. BartholomewName: Peter Stoeher, P.E.Title: City Manager

Title: _____

APPROVED AS TO FORM ONLY

Des Plaines General Counsel_____
Dated

ATTACHMENT A

TASK ORDER

In accordance with Section 1.2 of the Master Contract dated _____, 20____
between the City of Des Plaines (the “City”) and Manhard Consulting, Ltd. (the “Consultant”),
the Parties agree to the following Task Number ____:

1. Contracted Services:

2. Project Schedule (attach schedule if appropriate):

3. Project Completion Date:

All Contracted Services must be completed on or before: _____, 20____.

4. Project Specific Pricing (if applicable):

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

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

[SIGNATURE PAGE FOLLOWS]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

_____, 20____
Date

Signature

_____, 20____
Date

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

Signature
City Manager

_____, 20____
Date

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

Signature
City Manager

_____, 20____
Date

ATTACHMENT B**PRICING SCHEDULE**

**SCHEDULE OF TIME
AND MATERIAL RATES FOR 2021**
(Note: Rates for services performed after December 31, 2021 are subject to annual adjustment)

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
President	\$225.00
Executive Vice President	\$200.00
Vice President	\$190.00
Operations Manager	\$175.00
Senior Project Manager	\$160.00 - \$215.00
Director/Manager	\$160.00 - \$175.00
Project Manager	\$140.00 - \$155.00
Project Engineer	\$120.00 - \$145.00
Senior Design Technician	\$120.00 - \$145.00
Residential Designer	\$115.00
Staff Engineer	\$98.00 - \$110.00
Design Technician	\$98.00 - \$110.00
Engineering CADD/G.I.S. Technician	\$65.00 - \$115.00
Senior Planner	\$130.00 - \$180.00
Staff Planner	\$85.00 - \$125.00
Landscape Architect	\$115.00 - \$150.00
Senior Construction Manager	\$140.00
Construction Manager/Coordinator	\$110.00 - \$130.00
Survey Manager	\$150.00 - \$175.00
Project Surveyor	\$125.00 - \$160.00
Staff Surveyor	\$105.00 - \$120.00
Survey/Construction Technician	\$95.00
High Definition Scanning Technician	\$110.00
High Definition Scanner	\$80.00
UAV Technician	\$110.00
1-Person Crew	\$135.00
2-Person Crew	\$175.00
Administrative Assistant	\$65.00
Intern	\$55.00
Expert Testimony & Depositions	\$250.00
<u>REIMBURSABLES</u>	
Mileage	\$0.55/mile
Printing – Paper (in-house)	\$0.15/sf
Printing – Vellum (in-house)	\$1.75/sf
Printing – Mylar, Film, (in-house)	\$2.50/sf

ATTACHMENT C

TASK CHANGE ORDER FOR TASK NUMBER ____

In accordance with Section 4.1 of the Master Contract dated _____, 20____ between the City of Des Plaines (the “City”) and Manhard Consulting, Ltd. (the “Consultant”), the Parties agree to the following Task Change Order for Task Number ____:

1. Change in Contracted Services:

2. Change in Project Schedule (attach schedule if appropriate):

3. Change in Project Completion Date:

All Contracted Services must be completed on or before _____, 20____

4. Change in Compensation:

5. Change in Project Specific Pricing (if applicable).

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

[SIGNATURE PAGE FOLLOWS]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

_____, 20____
Date

Signature

_____, 20____
Date

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

Signature
City Manager

_____, 20____
Date

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

Signature
City Manager

_____, 20____
Date



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 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*

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

Subject: Illinois Department of Transportation – Intergovernmental Agreement for Improvements to US Route 14 (Northwest Highway) from West of Nicholas Drive to Western Avenue

Issue: The Illinois Department of Transportation (IDOT) has prepared the attached Intergovernmental Agreement in connection with their proposed improvements to US Route 14 from west of Nicholas Drive to Western Avenue.

Analysis: The general scope of the work consists of resurfacing, drainage improvements, retaining wall construction for the S-Curve Sidepath and other incidental and collateral work necessary to complete the improvements to the approved plans and specifications. The City would be responsible for the estimated \$1,006,250 cost of the retaining wall improvements including associated engineering costs.

The Intergovernmental Agreement is necessary for IDOT to complete the design and bid out the project.

Recommendation: We recommend approval of the Intergovernmental Agreement with the Illinois Department of Transportation for improvements to US Route 14 from west of Nicholas Drive to Western Avenue. Source of funding would be budgeted Capital Projects Funds.

Attachments:
Resolution R-201-21
Exhibit A – Agreement

CITY OF DES PLAINES

RESOLUTION R - 201 - 21

**A RESOLUTION APPROVING AN AGREEMENT WITH
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
FOR IMPROVEMENTS ON US ROUTE 14 FROM
NICHOLAS DRIVE TO WESTERN AVENUE.**

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

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

WHEREAS, the Illinois Department of Transportation ("**IDOT**") plans to make improvements on US Route 14 (Northwest Highway) from west of Nicholas Drive to Western Avenue ("**Project**"); and

WHEREAS, the Project includes resurfacing, drainage improvements, retaining wall construction and any collateral and incidental work necessary to complete the Project in accordance with the approved plans and specifications; and

WHEREAS, the retaining wall will facilitate the City's construction of the shared-use path along US Route 14; and

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

WHEREAS, pursuant to the Agreement, the City will pay IDOT for engineering and construction costs relating to the retaining wall in the estimated amount of \$1,006,250, or so much thereof as may be necessary ("**City Share**"); and

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

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

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

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

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

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

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving IGA with IDOT for Improvements on US Rt 14 from Nicholas Dr to Western Ave

FAU 3512 / US 14
West of Nicholas Drive to Western Avenue
State Section: 2019-109-RS,SW&T
Cook County
Job No.: C-91-242-19
Contract No.: 62H38
Agreement No: JN-122-008

AGREEMENT

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

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and ensure
safety to the motoring public, is desirous of improving FAU 3512 / US14, from west
of Nicholas Drive to Western Avenue, STATE Section 2019-109-RS,SW&T, STATE
Job No.: C-91-242-19, State Contract Number 62H38 as follows:

The scope of work consists of resurfacing, drainage improvements, retaining wall
construction and all other incidental and collateral work necessary to complete the
project as shown on the plans.

WHEREAS, the CITY has requested additional retaining wall be included in the
project to accommodate a future shared use path to be constructed by the CITY; and

WHEREAS, the STATE has agreed to the CITY's request; and

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

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

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering cost subject to partial reimbursement by the CITY as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.
4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.
5. The CITY agrees, that upon award of the contract for this improvement, the CITY will pay to the STATE in a lump sum from any funds allotted to the CITY an amount equal to 80% of its obligation incurred under this AGREEMENT, and will

pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

6. The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient, to cover said final cost.
7. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill Adm. Code 530).
8. The CITY agrees to obtain from the STATE an approved permit for the adjustment of any CITY utility and to abide by all conditions set forth therein.
9. Upon final field inspection of the improvement and so long as US 14 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the, the median, the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter, stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
10. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including the retaining wall, new and existing

sidewalks, shared use paths, parkways, crosswalk and stopline markings, CITY owned utilities including appurtenances thereto, highway lighting including electrical energy, and shall provide routine maintenance of the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition, including cleaning sewer lines, inlets, manholes and catchbasins along with the repair or replacement of frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.

11. The CITY further agrees to continue its existing maintenance responsibilities on all side roads under its jurisdiction including all left and right turn lanes on said CITY owned roadways, up to the through edge of pavement of US 14. Drainage facilities, if any, within the STATE right-of-way shall remain the joint maintenance responsibility of the CITY and STATE, unless there is an agreement specifying different responsibilities.
12. The CITY has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
13. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is 6005849 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

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

Obligations of the STATE and the CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

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

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

CITY OF DES PLAINES

By: _____
(Signature)

Attest:

Clerk

(SEAL)

By: _____
(Print or Type)

Title: _____

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jose Rios, P.E.
Region One Engineer

Date: _____

Job No.: C-91-242-19
Agreement No.: JN-122-008

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAU 3512 / US 14, State Job Number: C-91-242-19, State Section 2019-109-RS,SW&T, Contract Number 62H38, the CITY agrees to that portion of the plans and specifications relative to the CITY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved _____

Title _____

Date _____

Contract 62H38 EXHIBIT A						
ESTIMATE OF COST & PARTICIPATION						
Type of Work	FEDERAL	STATE	CITY OF DES PLAINES	TOTAL		
	COST	%	COST	%	COST	%
All roadway work excluding the following	\$2,260,000	80%	\$565,000	20%		\$2,825,000
P&C Engineering (15%)	\$339,000	80%	\$84,750	20%		\$423,750
OTHER WORK						
Retaining wall for shared use path			\$875,000	100%		\$875,000
P&C Engineering (15%)			\$131,250	100%		\$131,250
TOTAL	\$2,599,000		\$649,750		\$1,006,250	\$4,255,000
NOTE: The City participation shall be predicated upon the percentages shown above for the specified work. The CITY actual cost shall be determined by multiplying the final quantities times contract unit prices, plus 15% for construction engineering unless otherwise noted.						

Exhibit B
FUNDING RESOLUTION

WHEREAS, the CITY OF DES PLAINES (CITY) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of US 14, known as State Section 2019-109-RS,SW&T, Contract Number 62H38; and

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

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of One Million Six Thousand Two Hundred Fifty Dollars (\$1,006,250.00) or so much thereof as may be necessary, from any money now or hereinafter allotted to the CITY to pay its share of the cost of this improvement as provided in the AGREEMENT; and

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

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

STATE OF ILLINOIS)
COUNTY OF COOK)

I, _____, City Clerk in and for the City of Des Plaines hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the City Board at a meeting on _____, 2021 A.D.

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

Clerk

(SEAL)



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: October 19, 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:

Cosecha Wine & Spirits LLC
1670 S River Rd
Class B – Bulk Retail / Alcohol Primary Sales (off-site consumption only)
- New Increase from 14 to 15

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed November 1, 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, November 15, 2021.

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

Andrew Goczkowski
Mayor
Local Liquor Commissioner

Attachments: Ordinance M-28-21
Application Packet

CITY OF DES PLAINES

ORDINANCE M - 28 - 21

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

WHEREAS, Cosecha Wine & Spirits LLC ("***Applicant***") applied to the Department of Community and Economic Development for a Class B liquor license for the premises commonly known as 1670 South River Road, 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 B 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 B 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 B 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 B	44 15	Annual	\$3,630.00	\$1,815.00
	*	*	*		

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

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

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

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Add One Class A Liquor License for Cosecha Wine & Spirits LLCt



LOCAL LIQUOR COMMISSIONER

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

RECEIVED

OCT 13 2021

BUILDING DEPT.

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: COSECHA WINE + SPIRITS LLC
Address: 1670 S RIVER RD. DES PLAINES, IL. Zip: 60018
Mailing Address: SAME Dept: _____
City: _____ St: _____ Zip: _____
Email: natalynieto1995@gmail.com Phone#: (312)483-5436

Day/Hours of Operations: Monday: 9am-10pm Tuesday: 9am-10pm Wednesday: 9am-10pm
Thursday: 9am-10pm Friday: 9am-10pm Saturday: 9am-10pm Sunday: 10am-6pm

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 type="checkbox"/> AB-1 TAVERN & BULK SALES – seats 251 – 500 | <input type="checkbox"/> J SPECIAL 4:00AM – must have class A |
| <input checked="" 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: owner % of Stock: 100
Name: NATALY NIETO
Title: _____ % of Stock: _____
Name: _____

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

ADDITIONAL INFORMATION

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

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

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

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

AFFIDAVIT

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

N.N. 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.

N.N. 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.

N.N. INITIALS

Nataly Nieto
Signature of Owner

Nataly Nieto
Print Name

SUBSCRIBED and SWORN to before me this

31st day of August, 2021.

Tayja Spraggins
NOTARY PUBLIC (STAMP SEAL BELOW)



Form LLC-5.5	Illinois Limited Liability Company Act Articles of Organization	FILE #09614796
Secretary of State Jesse White Department of Business Services Limited Liability Division www.cyberdriveillinois.com	Filing Fee: \$150 Approved By: <u>TLB</u>	FILED DEC 14 2020 Jesse White Secretary of State

1. Limited Liability Company Name: COSECHA WINE & SPIRITS LLC
2. Address of Principal Place of Business where records of the company will be kept:
1670 S. DES PLAINES RIVER RD.
DES PLAINES, IL 60018
3. The Limited Liability Company has one or more members on the filing date.
4. Registered Agent's Name and Registered Office Address:

NATALY NIETO
1670 S. DES PLAINES RIVER RD.
DES PLAINES, IL 60018
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:

NIETO, NATALY
1670 S. DES PLAINES RIVER RD.
DES PLAINES, IL 60018

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: DECEMBER 14, 2020

DAVID RICHARDSON
4258 WEST 63RD STREET
CHICAGO, IL 60629

Attachment



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

PRODUCER	CONTACT NAME: Michela Toledo	
ILLINOIS COMMUNITY INSURANCE AGENCY 5721 W BELMONT AVE CHICAGO IL 60634	PHONE (A/C, No. Ext): 773-466-8300	FAX (A/C, No): 773-466-1308
	E-MAIL ADDRESS: ilcommunityins@gmail.com	
	ADDRESS:	
INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
COSECHA WINE & SPIRITS LLC 1670 S Des Plaines River Rd Des Plaines IL 60018	INSURER A: NATIONWIDE INSURANCE COMPANY	23787
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ACP 3200525449	09/24/2021	09/24/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPROP AGG \$ 2,000,000
	OTHER:						LIQUOR LIABILITY \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A					E.I. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE - EA EMPLOYEE \$
	Business Property						E.I. DISEASE - POLICY LIMIT \$
							\$50,000

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

LIQUOR STORE LOCATION: 1670 S Des Plaines River Rd Des Plaines IL 60018

CERTIFICATE HOLDER	CANCELLATION
City of Des Plaines 1420 Miner Street Des Plaines, IL 60016	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 30 DAYS
	AUTHORIZED REPRESENTATIVE <i>Michela Toledo</i>

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.

This site is not a permanent location and is one you indicated could change. We have pre-printed the correct tax rate for this location on your return. You must contact us if you make sales from a different location.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

COSECHA WINE & SPIRITS LLC

**1670 S DES PLAINES RIVER RD
DES PLAINES IL 60018**

Loc. Code: 018-0015-1-000 - CL

**Des Plaines
Cook County**

**Expiration Date:
11/1/2022**

Certificate of Registration

Sales and use taxes and fees

(4418-7637)

ILLINOIS REVENUE

Director

Issued Date: 11/01/2021

OFFICIAL DOCUMENT



FINANCE DEPARTMENT

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

MEMORANDUM

Date: November 4, 2021

To: Michael G. Bartholomew, City Manager

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

Subject: Termination of City of Des Plaines Tax Increment Financing (TIF) District Number 1

Issue: For the City Council to approve the attached Ordinance terminating the designation of TIF #1 as a redevelopment project area under the Tax Increment Allocation Redevelopment Act.

Analysis: Tax increment finance (TIF) funding is an incentive method used to better the economic condition of a specified area. TIF funding freezes the assessed valuation of a given area for a period of time. The development that subsequently occurs in the area results in an increase in the valuation of the district. The incremental property tax increase is deposited into a segregated fund of the City, which in turn utilizes those funds to provide incentives for the initial and additional development.

On July 16, 1985, pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* ("TIF Act"), the City Council of the City of Des Plaines adopted Ordinance M-23-85, titled "Ordinance Approving a Tax Increment Redevelopment Plan and Redevelopment Project in the City of Des Plaines, Illinois." The Ordinance approved a redevelopment plan and project, designated a redevelopment project area, adopted tax increment financing, and established a special tax allocation fund for the redevelopment project known as "TIF District No. 1" ("TIF District").

The TIF District created in 1985 comprised the downtown core. In 1986, 1987, 1992, 1994 and 1997 the City expanded the district to include a majority of the downtown area. Additionally, pursuant to state statute, the City renewed the duration of the TIF from its original 23 years to 35 years. There have been six development agreements in this TIF since inception, such as The Heritage, River Point, Library Plaza, River Mill, River Plaines (Everleigh), and Metropolitan Square. The City has also conducted public improvement activities including streetscape renovations and streetlight replacement in accordance with the redevelopment plan. The final year of the TIF District was December 31, 2020 with additional property taxes being received in 2021. The City has notified all of the taxing jurisdictions of its intent to close the TIF District effective December 31, 2020, as required by state statutes.

Recommendation: I recommend the City Council approve the Ordinance M-29-21 terminating the designation of TIF #1 as a redevelopment project area under the Tax Increment Allocation Redevelopment Act.

Attachments:
Ordinance M-29-21

CITY OF DES PLAINES

ORDINANCE M - 29 - 21

**AN ORDINANCE TERMINATING THE DESIGNATION OF
TIF NO. 1 AS A REDEVELOPMENT PROJECT AREA
UNDER THE TAX INCREMENT ALLOCATION
REDEVELOPMENT ACT.**

WHEREAS, on July 16, 1985, pursuant to and in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* ("**TIF Act**"), the City Council adopted Ordinance M-23-85, titled "Ordinance Approving a Tax Increment Redevelopment Plan and Redevelopment Project in the City of Des Plaines, Illinois", which approved a redevelopment plan and project, designated a redevelopment project area, adopted tax increment financing, and established a special tax allocation fund for the redevelopment project known as "TIF District No. 1"; and

WHEREAS, TIF District No. 1 was subsequently amended pursuant to the following ordinances: (1) Ordinance M-68-86, adopted December 17, 1986, titled "An Ordinance Approving the Tax Increment Redevelopment Area Plan and Redevelopment Project, as Amended"; (2) Ordinance M-18-87, adopted June 3, 1987, titled "An Ordinance Approving an Amendment to the City of Des Plaines Amended Tax Increment Redevelopment Area and Amended Redevelopment Plan and Project"; (3) Ordinance M-34-92, adopted September 10, 1992, titled "An Ordinance Approving and Adopting the City of Des Plaines, Illinois Second Amended Tax Increment Redevelopment Project Area Redevelopment Plan and Project"; (4) Ordinance M-72-94, adopted November 9, 1994, titled "An Ordinance Approving the Amended Tax Increment Redevelopment Area Plan and Redevelopment Project"; and (5) Ordinance No. M-25-97, adopted April 14, 1997, titled "An Ordinance Approving an Amendment to Ordinance M-23-85, as Amended Tax Increment Redevelopment Plan and Redevelopment Project", which extended the term of TIF No. 1 from 23 years to 35 years (TIF District No. 1, as amended by Ordinance M-68-86, Ordinance M-18-87, Ordinance M-34-92, Ordinance M-72-94, and Ordinance M-25-97, is "**TIF No. 1**"); and

WHEREAS, the redevelopment project area for TIF No. 1 is depicted on **Exhibit A** attached and, by this reference, made a part of this Ordinance; and

WHEREAS, through the use of tax increment financing and other resources, and in accordance with the TIF Act, the TIF No. 1 redevelopment project area was redeveloped in accordance with the goals and objectives of the TIF No. 1 redevelopment plan and redevelopment project; and

WHEREAS, the City has notified all of the affected taxing districts regarding the termination of TIF No. 1 in accordance with the TIF Act; and

WHEREAS, the City Council has determined that it is in the best interests of the City and the public and other local taxing districts to confirm and acknowledge that TIF No. 1 terminated effective December 31, 2020 in accordance with the provisions of the TIF Act due to the expiration of the maximum term allowed under the TIF Act;

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: TERMINATION OF REDEVELOPMENT PROJECT AREA DESIGNATION AND OF TAX INCREMENT ALLOCATION FINANCING. The City Council confirms that the designation of TIF No. 1 as a redevelopment project area under the TIF Act and the adoption of tax increment allocation financing for TIF No. 1 terminated effective December 31, 2020.

SECTION 3: FILING WITH COUNTY CLERK AND COUNTY TREASURER. The City Council authorizes and directs the City Manager and the City Clerk to file certified copies of this Ordinance with the offices of the County Clerk and the County Treasurer and to take any other action necessary to terminate the designation of TIF No. 1 as a redevelopment project area under the TIF Act and the adoption of tax increment allocation financing for TIF No. 1.

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:

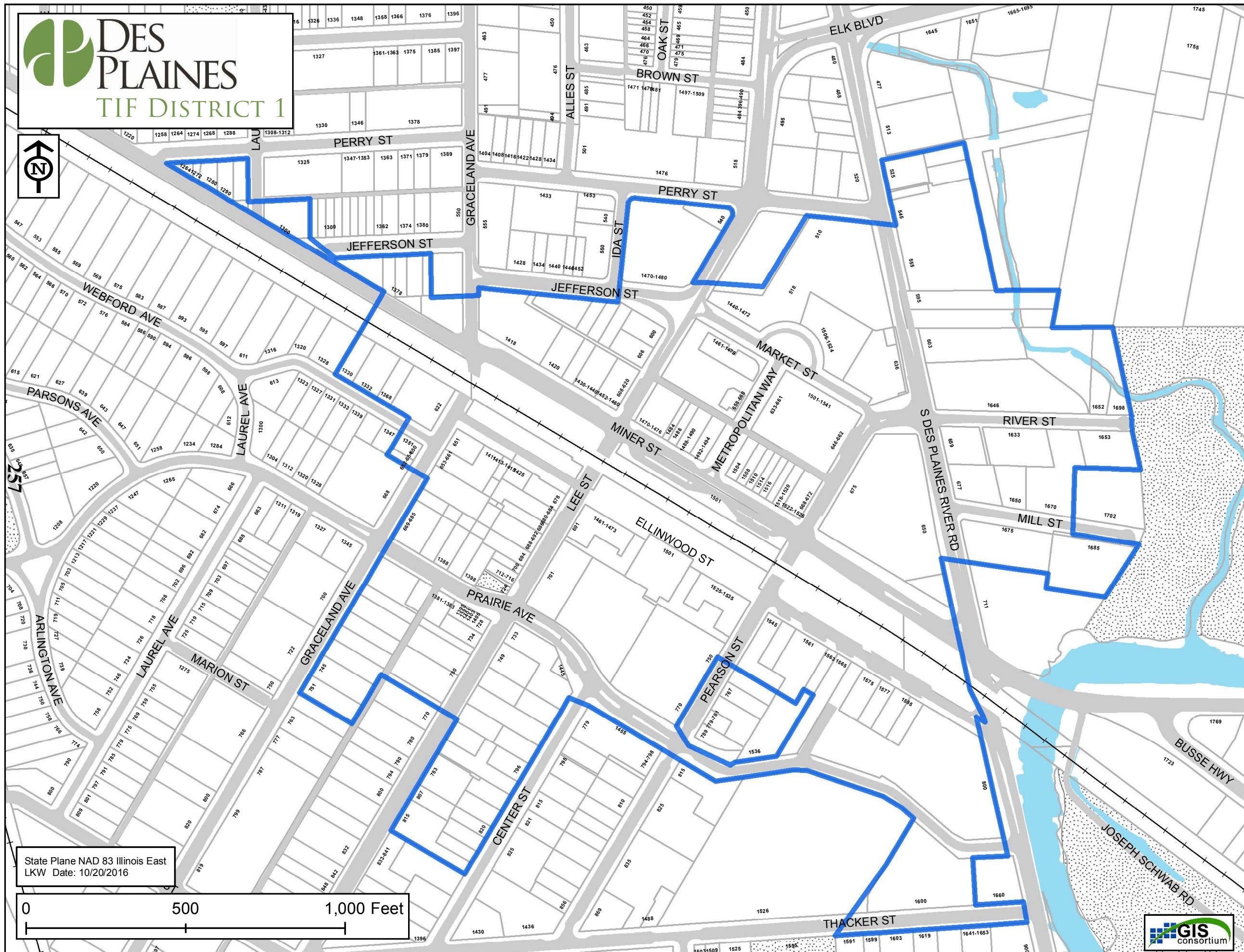
CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Terminating TIF No 4

#32481523_v3

{00122536.2}



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, NOVEMBER 15, 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 7:02 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, November 15, 2021.

ROLL CALL

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

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

PRAYER AND PLEDGE

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

ALDERMEN ANNOUNCEMENTS

Alderman Lysakowski thanked Public Works and Tom Bueser for doing an outstanding job in the First Ward.

Alderman Brookman thanked Assistant Director of Public Works and Engineering Tim Watkins for doing an outstanding job.

Alderman Chester mentioned he received a call from a resident stating there was not a crossing guard at South School.

Alderman Smith reiterated a thank you to the City staff. She also asked if Public Works would consider extending the leaf pickup due to the delay in leaf falling.

MAYORAL ANNOUNCEMENTS

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

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

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

Moved by Brookman, seconded by 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: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Ebrahimi

Motion declared carried.

CONSENT AGENDA

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

Upon voice vote, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Ebrahimi

Motion declared carried.

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

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Ebrahimi

Motion declared carried.

Minutes were approved; Ordinance M-28-21, M-29-21 were approved; Ordinance M-26-21, M-27-21 were adopted; Resolutions R-180-21, R-181-21, R-182-21, R-183-21, R-184-21, R-188-21, R-191-21 were adopted.

AMEND CITY
CODE/ CLASS B LIQ
LIC/ 1670 S RIVER
RD

Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve First Reading of Ordinance M-28-21, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "B" LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

Ordinance
M-28-21

TER DESIG/ TIF NO.
1/ REDEV PROJ
AREA

Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve First Reading of Ordinance M-29-21, AN ORDINANCE TERMINATING THE DESIGNATION OF TIF NO. 1 AS A REDEVELOPMENT PROJECT AREA UNDER THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT. Motion declared carried as approved unanimously under Consent Agenda.

Ordinance
M-29-21

AUTH PROC/ ROCK
SALT/ COMPASS
MINERALS
AMERICA, INC

Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve Resolution R-180-21 A RESOLUTION AUTHORIZING THE PROCUREMENT OF ROCK SALT FROM COMPASS MINERALS AMERICA, INC. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-180-21

APPROVE MSTR
CNTRCT/ PLUMB
SVCS/ JOS
SERVICES, INC

Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve Resolution R-181-21, A RESOLUTION APPROVING A MASTER CONTRACT WITH, JOS SERVICES, INC. FOR PLUMBING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-181-21

**APPROVE MSTR
CNTRCT/ ELEC
SVCS/ SUPER
ELECTRIC
CONSTRUCTION
COMPANY**

Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve Resolution R-182-21 A RESOLUTION APPROVING A MASTER CONTRACT WITH SUPER ELECTRIC CONSTRUCTION COMPANY FOR ELECTRICAL SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-182-21**

**APPROVE AGRMT/
IDOT & CBBEL/
OAKTON ST
SIDEPAATH PROJ**
Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve Resolution R-183-21, A RESOLUTION APPROVING THE EXECUTION OF A LOCAL AGENCY AGREEMENT WITH IDOT AND AN ENGINEERING SERVICES AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. IN CONNECTION WITH THE CONSTRUCTION OF THE OAKTON STREET SIDEPAATH PROJECT. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-183-21**

**APPROVE TASK
ORD NO. 7/ PROF
ENGR SVCS/
CHRISTOPHER B.
BURKE
ENGINEERING,
LTD**
Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve Resolution R-184-21, A RESOLUTION APPROVING TASK ORDER NO. 7 UNDER A MASTER CONTRACT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-184-21**

**SECOND READING/
ORDINANCE
M-26-21**
Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve Ordinance M-26-21, AN ORDINANCE LEVYING TAXES FOR THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2021. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING/
ORDINANCE
M-27-21**
Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve Ordinance M-27-21, AN ORDINANCE AMENDING SECTION 10-8-2 OF THE CITY CODE OF THE CITY OF DES PLAINES REGARDING LOCAL AMENDMENTS TO THE NATIONAL ELECTRICAL CODE. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE AGRMT/
ST SWEEPING
SVCS/ LAKESHORE
RECYCLING
SYSTEMS**
Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve Resolution R-188-21, A RESOLUTION APPROVING AN AGREEMENT WITH LAKESHORE RECYCLING SYSTEMS FOR STREET SWEEPING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-188-21**

**APPROVE
MINUTES**
Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve the Minutes of the City Council meeting of November 1, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
MINUTES**
Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve the Closed Session Minutes of the City Council meeting of November 1, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE ASGMT/
LEASE AGRMT OF
DES PLAINES
THEATRE/ ONESTI
DPT INC**
Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve Resolution R-191-21, RESOLUTION APPROVING THE ASSIGNMENT OF LEASE AGREEMENT WITH ONESTI ENTERTAINMENT CORPORATION FOR THE OPERATION OF THE DES PLAINES THEATRE TO ONESTI DPT INC. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-191-21**

NEW BUSINESS

FINANCE & ADMINISTRATION – Alderman Zadrozny, Chair

**WARRANT
REGISTER**
Resolution
R-186-21

Alderman Zadrozny presented the Warrant Register.

Alderman Smith questioned the Elrod and Friedman billing; she also questioned what the attorney fees were when the City had an in-house attorney.

Moved by Chester, seconded by Oskerka, to Approve the Warrant Register of November 15, 2021 in the Amount of \$3,088,302.07 and approve Resolution R-186-21.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Ebrahimi

Motion declared carried.

COMMUNITY DEVELOPMENT – Alderman Chester, Chair

**CONSIDERATION
OF SUPPORTING
AND CONSENTING
TO THE APPROVAL
OF CLASS 6B
CLASSIFICATION
FOR THE
PROPERTY
LOCATED AT 25
HOWARD AVENUE**
Resolution
R-187-21

Director of Community and Economic Development Carlisle reviewed a memorandum dated November 4, 2021.

Applicant TMI Properties, LLC (TMI) is the contract purchaser of 25 Howard Avenue from seller TMG Real Estate Holdings, LLC. The applicant is requesting a resolution supporting a Cook County Class 6b Property Tax Incentive (6b), which is designed to encourage industrial investment by reducing the assessment level of eligible properties for 12 years, with possible renewal for an additional 12 years if supported by the City and approved by Cook County at that time. This application is based on the eligibility criterion of substantial re-occupancy of “abandoned” property. In general, “abandoned” means unused for at least 24 continuous months; however, the City may find that a “special circumstance” exists whereby abandonment does not require a 24-month period of full inactivity. The applicant seeks a special-circumstance determination because the previous occupant, Montana Metals, has been winding down operations since September 2021, when it auctioned off all assets at the subject property. A notarized vacancy affidavit attests to complete vacancy of the property by November 15, 2021.

The subject property consists of an approximately 97,567-square-foot industrial building on a 3.74- acre site. As the new owner, TMI plans to lease the property to two tenants, both currently in Elk Grove Village: Jack Lewin Associates, Inc. (JLA) and Filtering Services, Inc. (FSI). JLA will use their portion of the property for warehousing and distribution. Their business involves container unloading/freight forwarding, e-commerce fulfillments, retail distribution, warehousing, display-building, and the attendant transportation and logistics operations. FSI is a distributor of commercial and industrial filtration products and services, such as HVAC, compressed air, and oil/gas filtration. They also provide change-out services (i.e. changing filters) for industrial and commercial facilities, contractors, hospitals, and public buildings.

TMI pledges a qualifying-improvement total cost of \$564,908 over the life of the incentive. Pledged improvements include \$144,908 in recent interior office renovation (2020), \$300,000 on façade work (new panels), \$50,000 toward LED warehouse and exterior lighting, \$40,000 on painting, and \$30,000 on dock and exterior doors. The total pledged improvements amount to only \$5.79 per square foot, less than the \$10 required by the City. However, the City Council may grant a waiver, considering the notable investment in the property in 2018 and 2019 – before the life of the proposed incentive – that included a new parking lot and substantial façade work (total of more than \$330,000). Further, the proposed tenants will collectively bring 60 full-time jobs initially to Des Plaines, with an additional 12 pledged over the next five years. Consider that closing of former tenant Montana Metals was a loss of an estimated 57 jobs.

Summary of Tax Scenarios:

1. Estimated annual taxes for 10 years, as is (no improvements, no 6b, vacancy): \$33,247
2. Estimated annual taxes for 10 years with proposed improvements with a 6b: \$224,227
3. Estimated annual taxes for 10 years with proposed improvements without a 6b: \$560,561

The applicant asserts that Scenario No. 3. is not feasible because the sale of and future investments in the property, occupancy by the proposed tenants, and jobs to be created rely on the 6b.

The applicant projects that Scenario No. 2, which reflects 6b approval and all of the pledged property investment, will result in \$2,628,113 in greater property tax revenue over the 12-year life of the incentive compared with Scenario No. 1, which assumes a vacant building and no additional improvements.

Resident Walter Underwood does not believe the property meets the criteria for a Class 6B Tax Incentive.

A representative of the applicant gave his opinion on why he believes the property should qualify for a Class 6B Tax Incentive.

Moved by Brookman, seconded by Chester, to Approve the Resolution R-187-21, A RESOLUTION SUPPORTING AND CONSENTING TO THE APPROVAL OF CLASS 6b CLASSIFICATION FOR THE PROPERTY LOCATED AT 25 HOWARD AVENUE, DES PLAINES, ILLINOIS.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Ebrahimi

Motion declared carried.

CONSIDER
AMENDING THE

Director of Community and Economic Development Carlisle reviewed a memorandum dated November 4, 2021.

**TEXT OF THE
ZONING
ORDINANCE
REGARDING OFF-
STREET PARKING
IN APPROVED
PLANNED UNIT
DEVELOPMENTS,
COLLECTIVE OFF-
STREET PARKING,
AND ELECTRIC
VEHICLE
CHARGING
PARKING SPACES
(CASE #21-038-TA)
Ordinance
Z-55-21**

Collective and Shared Parking

The City Council is to consider Zoning Ordinance amendments related to multiple off-street parking regulations. The following areas of the Ordinance are addressed: (1) Section 12-9-3 to establish distance and context limitations to using a separate, privately owned zoning lot to fulfill a portion of an off-street parking requirement; (2) Sections 12-13-3, 12-9-6, 12-11-5, and 12-11-6 to establish definitions for electric vehicle charging spaces and supply equipment, and to create allowances and limitations on quantity, location, dimensions, design, and signage; and (3) Section 12-3-5 to allow existing PUDs to retrofit parking with accessible or electric vehicle charging without requiring a Major Change process

In general, the City wants to foster the efficient use of land and to give businesses, organizations, and developments flexibility in how they meet their off-street parking requirements. The Zoning Ordinance, which establishes the City's off-street parking rules, currently attempts to make allowances for when a particular property does not have enough on-site parking to accommodate a proposed use. While the most typical and preferred arrangement is for each property to have enough parking on its own site for all uses served, occasionally this is not feasible. Additionally, it is somewhat common that a.) uses within a given area do not operate at the same time and b.) some parking facilities have excess spaces beyond the requirements of the uses served. For these reasons the City tries not to turn away potential users simply because the property they desire to occupy is deficient in on-site parking. Therefore, in Section 12-9-3 the Ordinance provides for how uses can capitalize on shared or off-site parking.

In summary, the recommended amendments do the following:

- Clarify zoning administrator and City Council authority to approve shared or off-site parking, depending on the process;
- Rewords "reduction" in off-street parking requirement instead as a "fulfillment";
- Requires that shared parking agreements be kept current and filed with the Department of Community and Economic Development; and
- Reorganizes and adds to the limitations for when shared, off-site parking on privately-owned zoning lots is possible. These are the proposed new limitations:
 - The off-site parking must be within 1,000 feet of a non-residential use served and 500 feet of a residential use served, excluding single-family attached and detached homes from the allowance. The distance would be measured from zoning lot line to zoning lot line; and
 - Walking between any required off-site space to the use served cannot require at-grade crossing of roadways classified by the Illinois Department of Transportation as arterials, except for arterials in downtown Des Plaines and other select corridors where there are ample signalized intersections and cross-sections of road that are feasible to cross safely.

Electric Vehicle Charging Spaces

As electric vehicles (EV) become more common, the need for charging is increasing. While some EV owners have a charging port at their homes, many do not, or they drive frequently enough or for long enough durations and distances that they must charge away from home. Commercial vehicles such as those used in freight and delivery are also becoming part of the EV market. In fact, Des Plaines already has two charging spaces in a public lot at the northeast corner of Ellinwood and Lee Street, adjacent to the library. Charging spaces that are generally open to the public – whether on public or private property – usually operate on three models: 1.) Users pay to charge, either per unit of energy or based on a subscription; 2.) property owners pay for the vendor for the charging equipment to attract or serve a market of customers or employees who need EV charging; and/or 3.) charging is free or very low-cost because the ports display advertisements.

Attempting to address the reasonably foreseeable circumstances without over-regulating, amendments are proposed that would do the following:

- Establish term definitions in Section 12-13-13 for “Electric Vehicle Charging Space” and “Electric Vehicle Supply Equipment,” with the latter covering charging ports and all necessary structures adjacent to the charging spaces; The definition for “Electric Vehicle Charging Space” allows these spaces to count for up to 5 percent of an off-street parking minimum (e.g. one space within a 20-space requirement; 5 spaces within a 100-space requirement; 10 spaces within a 500-space requirement), with no limitation if the EV spaces are allocated from the supply beyond the requirement;
 - The definition excludes private residential facilities so as not to affect those who, for example, choose to install one EV charging space in their two-car home garage. This is already allowed and is not intended to be changed.
- Address in Section 12-9-6 where and how EV charging spaces may be marked within parking facilities and limit the height of charging ports (maximum 8 feet), area of identification signage (1.5 square feet), and reinforce landscaping requirements;
- Amend Sections 12-11-5 and 12-11-6 to create a limited allowance for electronic message board signs embedded within charging ports, with a maximum area of 6 square feet and copy limited to businesses for which the sign is intended; and
- Carve out a “minor change” circumstance in 12-3-5 for PUDs when repurposing/restriping parking spaces for EV charging or additional mobility impaired accessible parking.
 - The Illinois Accessibility Code changes from time to time, imposing greater requirements
 - Minor changes may be approved administratively, without a public hearing and months-long public process. These amendments are designed to avoid an onerous approval process for property owners/managers who chose to allocate more accessible parking than is required.

On September 14, 2021, the PZB voted 6-0 to recommend approval of the portion of the amendments related to electric vehicle charging. The Board continued the hearing to October 26, 2021, for additional research and revisions related to collective and shared parking. At the continuation of the hearing, the Board voted 5-0 to recommend approval.

Moved by Brookman, seconded by Smith, to Approve the Ordinance Z-55-21 as amended with staff making the appropriate changes that the parking distance be limited to 300 feet and the 300-foot distance from the main entrance of the building in use to the closest lot line of the off-site parking be used, AN ORDINANCE AMENDING THE TEXT OF THE ZONING ORDINANCE OF THE CITY OF DES PLAINES REGARDING OFF-STREET PARKING IN APPROVED PLANNED UNIT DEVELOPMENTS, COLLECTIVE OFF-STREET PARKING, AND ELECTRIC VEHICLE CHARGING PARKING SPACES (CASE #21-038-TA).

Upon voice vote, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Ebrahimi

Motion declared carried.

Alderman Brookman expressed it was her understanding the Ordinance was supposed to be voted on as two separate items, collective/shared parking and electric vehicle charging spaces, since she believes the content is unrelated.

General Counsel Friedman stated per City Code, Ordinances cannot be divided unless otherwise specified.

Moved by Brookman, seconded by Smith, to Reconsider the Ordinance Z-55-21, AN ORDINANCE AMENDING THE TEXT OF THE ZONING ORDINANCE OF THE CITY OF DES PLAINES REGARDING OFF-STREET PARKING IN APPROVED PLANNED UNIT DEVELOPMENTS, COLLECTIVE OFF-STREET PARKING, AND ELECTRIC VEHICLE CHARGING PARKING SPACES (CASE #21-038-TA).

Upon roll call, the vote was:

AYES: 4 - Zadrozny, Brookman, Chester, Smith
 NAYS: 3 - Lysakowski, Moylan, Oskerka
 ABSENT: 1 - Ebrahimi
 Motion declared carried.

Moved by Brookman, seconded by Smith, to Approve the Ordinance Z-55-21 as amended in regards to the collective parking discussion, and to Deny and Table any proposed ordinances related to electric vehicles, AN ORDINANCE AMENDING THE TEXT OF THE ZONING ORDINANCE OF THE CITY OF DES PLAINES REGARDING OFF-STREET PARKING IN APPROVED PLANNED UNIT DEVELOPMENTS, COLLECTIVE OFF-STREET PARKING, AND ELECTRIC VEHICLE CHARGING PARKING SPACES (CASE #21-038-TA).

Upon roll call, the vote was:

AYES: 2 - Brookman, Smith
 NAYS: 5- Lysakowski, Moylan, Oskerka,
 Zadrozny, Chester
 ABSENT: 1 - Ebrahimi
 Motion declared failed.

Moved by Brookman, seconded by Smith, to Defer the Ordinance Z-55-21 to direct staff to make it two separate Ordinances, AN ORDINANCE AMENDING THE TEXT OF THE ZONING ORDINANCE OF THE CITY OF DES PLAINES REGARDING OFF-STREET PARKING IN APPROVED PLANNED UNIT DEVELOPMENTS, COLLECTIVE OFF-STREET PARKING, AND ELECTRIC VEHICLE CHARGING PARKING SPACES (CASE #21-038-TA).

Upon roll call, the vote was:

AYES: 2 - Brookman, Smith
 NAYS: 5- Lysakowski, Moylan, Oskerka,
 Zadrozny, Chester
 ABSENT: 1 - Ebrahimi
 Motion declared failed.

Moved by Moylan, seconded by Lysakowski, to Approve the Ordinance Z-55-21 with the original amendments regarding the off-street collective parking and with the electric vehicle charging information unchanged, AN ORDINANCE AMENDING THE TEXT OF THE ZONING ORDINANCE OF THE CITY OF DES PLAINES REGARDING OFF-STREET PARKING IN APPROVED PLANNED UNIT DEVELOPMENTS, COLLECTIVE OFF-STREET PARKING, AND ELECTRIC VEHICLE CHARGING PARKING SPACES (CASE #21-038-TA).

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,
 Zadrozny, Chester, Smith
 NAYS: 0 - None
 PRESENT 1 - Brookman
 ABSENT: 1 - Ebrahimi
 Motion declared carried.

CONSIDER
GRANTING A

Director of Community and Economic Development Carlisle reviewed a memorandum dated October 28, 2021.

CONDITIONAL USE
PERMIT AND
MAJOR
VARIATIONS FOR
THE OPERATIONS
OF A LIVERY
SERVICE USE AND
MAJOR
VARIATIONS AT
580 S. WOLF RD
Ordinance
Z-56-21

The petitioner is requesting the following items: (i) a Conditional Use as required by Section 12-7- 3(K) of the Zoning Ordinance to allow a livery service in the M-2 zoning district; (ii) Major Variations from Section 12-10-8(A) to provide relief from the interior parking lot landscaping requirements; (iii) a Major Variation from Section 12-10-8(B) to provide relief from the perimeter parking lot landscaping requirements; (iv) a Major Variation from Section 12-10-10 to provide relief from the foundation landscaping requirements; and (v) a Major Variation from Section 12-10-9 to provide relief from the landscape buffer requirements.

The petitioner, Transport Properties, LLC, has requested a Conditional Use for a Livery Service Use and several variations for landscaping and screening at 580 S. Wolf Road. The 8.5-acre subject property is situated in between two separate railroads to its west and south, and is within the M-2 General Manufacturing district, where a Livery Service is a conditional use. The Plat of Survey shows a main building on the northeast side of the lot and multiple other structures throughout the remainder of the site, most notably a concrete production tower ("batch plant"). These are surrounded by paved, semi-paved, and gravel areas. Access to the subject property is available off Wolf Road only. At one time, there was a southern access road utilized off Thacker Street. However, this access point would be closed off and not be utilized for this use.

The petitioner wishes to remove all structures on site with the exception of the existing main building: a one-story warehouse building with the two-story attached office space located on the northeast corner of the site and fill the remainder of the lot with 16 passenger vehicle and 236 bus parking. The petitioner wishes to utilize the existing 24,690-square-foot, one-story warehouse portion of the building for bus maintenance and storage, and use the two-story office portion (6,430-square foot first level and 2,433-square foot second level) of the building for all office activities. The proposal does not include changes to the exterior of the building, as the petitioner is interested in utilizing the existing doors, windows, building materials, and finishes as indicated in the Building Plans. The petitioner's proposal also includes site improvements such as the addition of a new paved and striped parking area, landscaping along the perimeter of the parking lot area, new interior parking lot landscape beds, new turf areas, a 5,000-gallon fuel tank, and proposed screening with an eight-foot-tall fence around the entire site. Staff has added a condition that the dumpster shall be stored inside the building except during trash pickup days.

The proposed floor plan includes a 5,570-square-foot first-floor office area, 2,212-square-foot second floor office area, an 8,407-square-foot service bay area, and a 15,568-square-foot bus equipment and storage area, totaling 27,123 square feet. Note that the floor area calculation excludes bathrooms, mechanical rooms, hallways, stairwells, and storage areas up to ten percent of the entire

The initial tenant for the livery service, First Student, anticipates having approximately 150 school buses parked on the subject property with an additional 10-15 buses typically in service for maintenance or repair. Roughly 20-25 office, dispatch, and maintenance employees will be on the subject property during a.m. and p.m. shifts. For the a.m. shift, maintenance employees arrive starting at 5 a.m., and shift bus drivers will arrive starting at 6:15 a.m. for 6:30 a.m. departures. Bus service during the morning shift will be staggered starting at 6 a.m. and ending around 9:30 a.m. The shift cross-over is between 11 a.m. and noon. For the p.m. shift, bus service shift will be staggered starting at 1 p.m. with buses returning by 5:30 p.m. Afternoon shift workers will leave at 5:30 p.m. A majority of the bus operations will occur during the regular school year from mid-August through early June. However, roughly 20-25 buses will be utilized during the summer months for the summer school season.

The petitioner submitted a traffic study by KLOA, Inc. to assess the anticipated impact of the new livery service on the subject property and surrounding infrastructure. The traffic study concludes that the anticipated traffic volumes of this use would be primarily generated outside

of peak hours of adjacent roadway traffic on Wolf road. There were no concerns that the existing access system is sufficient to handle the proposed livery service. However, it was noted that “additional evaluation” should occur regarding the at-grade railroad crossing on Wolf Road, just south of the entrance to the subject property (in other words, there is some concern about bus queueing and backup around the tracks). It was suggested that bus routing and/or departure time could be adjusted to limit the number of buses utilizing the railroad crossing on Wolf Road—meaning that buses could be routed mostly to the north (left) when leaving the property and would return from the same direction, generally avoiding the tracks. Consider, however, that this would add to traffic that would likely come to the Golf-Wolf intersection approximately a half-mile to the north.

Whether buses are required to come to a complete stop each and every time they cross the tracks is a question the petitioner should be prepared to address. The PZB determined that a routing plan shall be added to the submittal prior to consideration of the City Council to discuss how the routing system works, how it responds to changing conditions, and how it is affected by school bell times.

Regarding sound impacts, consider the proposed user (First Student) will consist of many school vehicles that have an audible backing sound/beep. The petitioner writes that upon returning to the facility each night, vehicles would be backed in, causing the concentration of the sound to occur in mid-to-late afternoons instead of early in the morning. In addition, like all vehicles, there is sound from engine start-up. Transport Properties would discourage First Student from idling, except when required for vehicle maintenance.

The petitioner is also requesting several variations with the conditional use request regarding landscape requirements. The original request included a variation to reduce the required number of off-street parking spaces on the subject property from 31 to sixteen. However, as stated above and noted in the Livery Service definition in Section 12-13-3 of the Zoning Ordinance, the livery service use shall follow the parking regulation for offices to accommodate employee, guest, and livery service related vehicle parking. This allows the proposed bus parking spaces to be factored into the total off-street parking space calculation, negating the need for a variation.

The petitioner has also requested several variations pertaining to landscape requirements. Due to the nature of the use, the requested variations for relief from interior parking lot landscaping requirements—specifically quantity of trees and location of landscape areas— could be warranted based on design, as the request does intend to provide a substantial amount of landscaping throughout the site where there is currently none. Conversely, perimeter parking lot landscaping, landscape buffering, and foundation landscaping are paramount to bringing the existing property closer to conformance with the Zoning Ordinance and are arguably achievable given the layout of the subject property, the existing building, and the property’s close proximity to single-family development on three of its four sides.

The PZB recommended (4-1) that the City Council approve the request with conditions via Ordinance Z-56-21, which approves a conditional use and major variations, subject to the following conditions.

Conditions of Approval:

1. That a public sidewalk is installed across the subject property’s frontage along Wolf Road to the applicable specifications of the Des Plaines Municipal Code and additional governmental agency regulations as necessary.
2. The dumpster shall be stored inside the building except during trash pickup days. If a future trash enclosure is pursued, a building permit with plans for the dumpster enclosure in compliance with Section 12-10-11 of the Zoning Ordinance shall be submitted to staff.

3. The Site Plan shall be revised to contain all required accessible parking spaces with the required striping and dimensions and resubmitted at the time of building permitting.
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. The use shall be monitored regularly for compliance with the Environmental Performance Standards in Chapter 12 of the Zoning Ordinance, particularly regarding sound/noise. Sufficient documentation regarding the proposed fuel tank shall be submitted with the application for a building permit to suffice for a Fire and life safety approval, pursuant to Sections 12-12-3 and 12-12-4.
6. Added by the PZB: The petitioner shall evaluate the travel paths of the school buses to determine if there are any opportunities to reroute them and minimize the number of buses that will travel to/from the south on Wolf Road and cross the railroad tracks.
7. Added by the PZB: The petitioner shall monitor the operations of the facility annually after opening to determine if any adjustments to the routing and times of departure will be necessary.

Representatives from Transport Properties and First Student gave an overview of what they are proposing for the property, operations, and traffic consulting.

A representative from Lafarge Holcim gave an overview of former truck traffic for Meyer Concrete.

The general manager from Lafarge Aggregates spoke regarding the current lease of the property and the possible use of the site if the Ordinance is not approved.

Resident Bruce Ahlman discussed the issues the residents have had with the Meyer property over the years. He mentioned the consent decree they previously obtained, and how it protected the residents. He also discussed the regulations and current requirements by OSHA and EPA for concrete operation and the teardown of a concrete plant. He also asked the City to protect the neighborhoods no matter what business is located on this property.

Resident Marlen Garcia questioned the operations of the bus company on the weekends; she also urged the City to look out for their residents. She mentioned how important the consent decree is for the neighborhoods.

Alderman Brookman stated there is a possibility the consent decree may have been invalidated when the zoning was changed for this property. Alderman Brookman asked Director of Community and Economic Development Carlisle to look into this matter.

Resident Jim Murray laid out how he believes the traffic will be exacerbated by the buses especially at high traffic times and when a train is there, due to the number of buses and the time it takes for the buses to stop at the tracks.

Resident Walter Underwood stated how the dust issue from the property is unbearable. He also mentioned how the train crossing will be a problem, and the traffic will be worse by adding a large number of buses. He asked for a sound barrier to be added to protect the residents. He questioned why the fuel tank for the bus company needs to be against the train tracks which can be dangerous since objects can fall off the train or be dislodged by the train which could hit the fuel tank; the container is also near houses causing a possible hazardous condition. He questioned where all of the employees of the bus company will park.

Resident Artin Kendimian asked if this area is residential or industrial; he then questioned that if it is industrial, why is there a park and a large number of homes in the same area.

Moved by Zadrozny, seconded by Brookman, to Defer the Ordinance Z-56-21 to the next City Council Meeting on December 6, 2021, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT AND MAJOR VARIATIONS FOR THE OPERATIONS OF A LIVERY SERVICE USE AND MAJOR VARIATIONS AT 580 S. WOLF ROAD, DES PLAINES, IL
Upon voice vote, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Ebrahimi

Motion declared carried.

CONSIDER
APPROVING
COMPLIANCE AND
TEMPORARY
ABEYANCE OF
ENFORCEMENT
AGREEMENT
BETWEEN THE
CITY OF DES
PLAINES,
PROMINENCE
HOSPITALITY
GROUP, AND
O'HARE REAL
ESTATE LLC AND
WAIVING A
CONDITION OF
FINANCIAL
INCENTIVE
CLOSING
Resolution
R-189-21

Director of Community and Economic Development Carlisle reviewed a memorandum dated November 8, 2021.

The Holiday Inn Express and Suites hotel is at 3001 Mannheim Road in the Orchards at O'Hare development. The hotel has been operating a commercial parking lot use, as defined in Section 12-13-3 of the Zoning Ordinance, since approximately mid-July 2021, when first documented by City staff. Commercial parking was not one of the approved uses of the planned unit development, the final plat for which was approved by Ordinance Z-18-16 and amended by Ordinance Z-10-19. A commercial parking lot also requires a conditional use in the underlying C-3 district. Therefore, its operation is a zoning violation.

Additionally, for property ownership to begin to receive financial incentives agreed upon in the Redevelopment Agreement with the City, ownership has requested a waiver of a pre-condition in the agreement. Citing the COVID-19 pandemic, ownership asks that the requirement to produce a letter of intent ("LOI") with a restaurant operator for development of the "restaurant parcel" of the Orchards at O'Hare subdivision be waived. This waiver is related only to the financial incentives. The compliance agreement stipulates ownership must continue to market the site for restaurant development.

Recognizing the financial difficulties of the hotel operator, as well as the importance of the overall health of the Orchards at O'Hare development to Des Plaines, the City is proposing a formal agreement to suspend enforcement of the zoning violation for 12 months, through November 15, 2022. This will allow the hotel in the immediate term to continue to operate the commercial parking use, which consists of non-hotel visitors (typically O'Hare Airport travelers) reserving a parking space through third-party apps and websites. The commercial parking is providing an ancillary revenue stream to the hotel, the business for which was significantly impacted by COVID-19. The property lies within the O'Hare Corridor Privilege Area and is subject to a \$1 per car daily parking tax, which has not been remitted to the City for the duration of the non-permitted activity.

Therefore, the compliance agreement stipulates the following requirements for property ownership:

- Pay a \$500 fine to settle the initial violation;
- Pay \$6,100 as an estimated amount of parking tax due to the City since July, then file with the Finance Department to begin remitting the tax for future activity;
- Apply for a Parking Lot Permit from the City as required by Section 7-7-2 of the City's Code of Ordinances and maintain the permit in good standing at all times when conducting the Commercial Parking;
- Confine the commercial parking activity to the hotel parcel and the restaurant parcel in the development;
- Prevent commercial parking from interfering with the parking needs of the hotel or any other development and business activity within the Planned Development Property, avoiding a parking shortage for any existing use within the development;

- Conduct commercial parking only on a hard, all-weather, dustless surface in permanently striped parking spaces, with drive aisle widths and parking space dimensions that comply with Section 12-9-6 of the Zoning Ordinance;
- Maintain all portions of the Orchards at O'Hare development free of nuisances and undue service demand from the City of Des Plaines, including but not limited to property maintenance code enforcement and public safety (Police and Fire);
- Continue to make all commercially reasonable and diligent efforts to identify and pursue an entity to develop and operate a freestanding restaurant on the restaurant parcel, as contemplated in the Redevelopment Agreement for Orchards at O'Hare; and
- By February 15, 2022, apply to the Department of Community and Economic Development to seek an amendment to the planned unit development for Orchards at O'Hare and a conditional use for commercial parking.

Moved by Chester, seconded by Brookman, to Approve the Resolution R-189-21, A RESOLUTION APPROVING COMPLIANCE AND TEMPORARY ABEYANCE OF ENFORCEMENT AGREEMENT BETWEEN THE CITY OF DES PLAINES, PROMINENCE HOSPITALITY GROUP, AND O'HARE REAL ESTATE LLC AND WAIVING A CONDITION OF FINANCIAL INCENTIVE CLOSING.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Ebrahimi

Motion declared carried.

PUBLIC SAFETY – Alderman Oskerka, Chair

CONSIDER A RESOLUTION APPROVING AN INTERGOV AGREEMENT BETWEEN THE VILLAGE OF MOUNT PROSPECT, THE VILLAGE OF ELK GROVE VILLAGE, THE CITY OF DES PLAINES AND THE ELK GROVE RURAL FIRE PROTECTION DISTRICT FOR THE COORDINATION, PLANNING, FUNDING AND PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES TO CERTAIN UNINC AREAS IN COOK COUNTY

City Manager Bartholomew reviewed a memorandum dated November 4, 2021.

The consideration is an intergovernmental agreement among the Village of Mount Prospect, the Village of Elk Grove Village, the City of Des Plaines, and the Elk Grove Rural Fire Protection District for the coordination, planning, funding, and provision of fire protection and emergency medical services to certain unincorporated areas in Cook County.

The Elk Grove Fire Protection District (District) is responsible for providing fire and emergency medical services for unincorporated properties within the Elk Grove Township. The District covers several unincorporated areas between Elk Gove Village, Mount Prospect, and Des Plaines; and has an annual call volume around 902 calls. Of 902 calls, 325 calls are District calls in the unincorporated area and 577 are mutual aid calls in other municipalities.

The District has been operating in a structural deficit for the last several years.

After evaluating several options, the most practical long-term solution was an intergovernmental shared services agreement with the City of Des Plaines, Elk Grove Village, and the Village of Mount Prospect. An Intergovernmental Agreement has been drafted to establish fire and EMS responsibilities of the three municipal fire departments, establish a funding mechanism to fund these services, and outline the eventual wind down of the Elk Grove Rural Fire Protection District.

Staff recommends that the City of Des Plaines enter into an intergovernmental agreement with the above-mentioned agencies for the purposes set forth in the agreement.

Moved by Oskerka, seconded by Chester, to Approve the Resolution R-190-21, A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN

**Resolution
R-190-21**

THE VILLAGE OF MOUNT PROPECT, THE VILLAGE OF ELK GROVE VILLAGE, THE CITY OF DES PLAINES AND THE ELK GROVE RURAL FIRE PROTECTION DISTRICT FOR THE COORDINATION, PLANNING, FUNDING AND PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES TO CERTAIN UNINCORPORATED AREAS IN COOK COUNTY.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Ebrahimi

Motion declared carried.

**CONSIDER AN
ORDINANCE
AMENDING
CHAPTER 6 OF
TITLE 2 OF THE
CITY CODE OF THE
CITY OF DES
PLAINES
CONCERNING THE
BOARD OF FIRE
AND POLICE
COMMISSIONERS
Ordinance
M-14-21**

City Manager Bartholomew reviewed a memorandum dated November 8, 2021.

The City Council is to consider approval of the proposed amendments to Title 2, Chapter 6 of the City Code concerning the Board of Fire and Police Commissioners (BFPC).

This item was presented to the City Council for approval at the October 18, 2021 City Council meeting for discussion and approval. Based on additional information requested by the City Council, this item was deferred to a Committee of the Whole meeting to be held on November 4, 2021. Staff also attended the November 1, 2021 BFPC meeting to discuss the proposed amendments that would be presented to the City Council for approval. Based on those discussions held, and the meeting on the 4th being cancelled, staff presents the amendments to the City Code as outlined below.

Over the past year, Staff has reviewed, evaluated the researched the current responsibilities and powers of the Board of Fire and Police Commissioners (BFPC) set forth in Chapter 6 of Title 2 of the City Code. In reviewing the code and evaluating the best practices set forth by other area municipalities that pertain to responsibilities and powers of a BFPC, staff recommends the changes as presented in the Ordinance.

The City established a BFPC in 1935. The powers and duties of the BFPC are outlined and governed in Chapter 6 of the City Code. Their primary duties and powers, in brief, are to conduct the process establishing a hiring list for City of Des Plaines Probationary Patrol Officers and Probationary Firefighters; extend promotional examinations and establish lists for commissioned ranks in the Fire and Police Department; and to conduct disciplinary hearings if so elected under the Collective Bargaining Agreements.

The City of Des Plaines has home rule authority that allows the City to self-govern provided that the State's General Assembly did not explicitly limit that power or authority in a specific area. The City has the right, under its home rule authority, to govern the rules and regulations of the BFPC (unless explicitly limited by statute).

In reviewing the current Title 2 Chapter 6 of the City Code, staff identified the need to clarify current practice in some sections of the Code as well as add additional language in other sections based on best practices seen in other organizations. The following are the proposed changes:

- Section 2-6-1 A and B define the Board as the Board of Fire and Police Commissioners and clarify the governance structure pursuant to the City Code, the City's home rule authority as well as the State Statues.
- Section 2-6-1 A and B define the Board as the Board of Fire and Police Commissioners and clarify the governance structure pursuant to the City Code, the City's home rule authority as well as the State Statues.

- Section 2-6-3 amends to clarify that the city attorney is the attorney for the BFPC and the City Council may employ the attorney of its own choosing to represent the BFPC in the event of a conflict of interest.
- Section 2-6-4 provides additional language for Officers, Recordkeeping and Secretary duties. The proposed changes allow the City Manager to designate a recording secretary from City Staff. It further clarifies that this role will be responsible for taking all meeting minutes and maintaining BEFC records and documentation. The City Manager intends to designate the Human Resources Director in that role if the amendments are approved. These changes will allow for Staff's strictly controlled access to pertinent employment documentation and the historical files of the Commission.
 - The City currently has a protected structure set-up to properly maintain this confidential information, which is currently housed in Human Resources. All information is behind a closed door, in locked cabinets and is properly maintained by Human Resources Personnel only who are trained to manage sensitive documentation.
 - The City of Des Plaines and the BFPC is under the purview of the Freedom of Information Act (FOIA) and the Personnel Records Review Act, which requires certain documentation to be maintained and provided under strict deadlines. Staff currently does not have regular access to historical files. This is primarily due to the sensitive nature of much of the documentation including, but not limited to, psychological and medical examinations, as well as personal and identifiable information of employees and candidates like home address and social security numbers.
- Section 2-6-5 provides additional and clarification language over rules and meetings. Staff has identified that the City Council has previously not exercised its home rule authority concerning the adoption of rules governing the BFPC, and allowed the BFPC to adopt and amend the Rules and Regulations that govern their body without prior review and consent by Council. The recommended amendments to the Ordinance provide the City Council the ability to approve the BFPC rules. The rules will continue to be prepared by the BFPC for City Council consideration.

Staff recommends the City Council approve Ordinance M-14-21, which amends the City Code concerning the Board of Fire and Police Commissioners.

D. Michael Albrecht, Chairman of the Board of Fire and Police Commissioners, stated that the City should be proud that the Des Plaines Fire and Police Departments are destination departments. He also stated the Board of Fire and Police Commissioners worked together with the City staff to produce the Ordinance, and they are looking forward to continue working together.

Moved by Chester, seconded by Brookman, to Approve the Ordinance M-14-21, AN ORDINANCE AMENDING CHAPTER 6 OF TITLE 2 OF THE CITY CODE OF THE CITY OF DES PLAINES CONCERNING THE BOARD OF FIRE AND POLICE COMMISSIONERS.

Upon voice vote, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Ebrahimi

Motion declared carried.

Advanced to Second Reading by Brookman, seconded by Moylan, to Adopt the Ordinance

M-14-21, AN ORDINANCE AMENDING CHAPTER 6 OF TITLE 2 OF THE CITY CODE OF THE CITY OF DES PLAINES CONCERNING THE BOARD OF FIRE AND POLICE COMMISSIONERS.

Upon roll call, the vote was:

AYES: 7- Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Ebrahimi

Motion declared carried.

ADJOURNMENT

Moved by Brookman, seconded by Smith to adjourn the meeting. The meeting adjourned at 9:43 p.m.

Jessica M. Mastalski – City Clerk

APPROVED BY ME THIS _____

DAY OF _____, 2021

Andrew Goczkowski, MAYOR



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: November 24, 2021
To: Aldermen
Cc: Michael G. Bartholomew, City Manager
From: Andrew Goczkowski, Mayor AG..
Subject: Commission Appointment

Appointment

Expires

Youth Commission

Maria Rosa Cullotta

09/04/2024

Youth Commission Member Request

I have lived in Des Plaines for 21 years. In the last 8 years I have dedicated my time in volunteering at schools, Churches and other events in the neighborhood. I love spending time and helping families and the community. Commitment and motivation is what I can provide. I have had lots of experience in customer service and Administrative Assistant for 20 years. I am very crafty and a great people person. I hope to get accepted into the Youth Commission because it is a great organization that helps shapes the future of youth.

Experience

Volunteer in Des Plaines 2012- Present

City of Des Plaines

- Volunteering at the Info booth for the Taste of Des Plaines (2018 & 2019)

Youth Commission 2017-Present

- Volunteering Events- Rodeo (2017/2018), Fall Fest (2017/2018), National Night Out (2019), Winter Wonderland (2019), Dodgeball event (2020)

Plainfield Elementary 2013-2018

- President of PTSO (2017-2018) Planning events :Fall Fest, Book Fair, MoviNight
Handled Fundraisers Krispy Kreme, Dine and Shares
Researching many places to get donations for raffles for the school.
- Volunteered at events-Fall Fest, Movie night and Karaoke night (2015-2016)
- Field Trips (2013-2017)
- Assisted in Kindergarten -2nd grade Classroom (2013-2015)

St Mary's Religious Education 2013-2015

- Assistant Teacher 4th Grade class planned lessons and projects

Terrace Elementary 2012-2015

- Volunteered in Kindergarten Classrooms (projects etc), Family day, Field Day



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 23, 2021

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

From: John T. Carlisle, AICP, Director of Community & Economic Development *JTC*
Jonathan Stytz, Planner

Subject: Revised Zoning Text Amendments Regarding Collective and Shared Off-Street Parking, Electric Vehicle Charging in Off-Street Parking Areas, and Parking Changes within Existing Planned Unit Developments (PUDs)

Update: At the November 15, 2021, City Council meeting, the Council voted to approve the proposed amendments within Ordinance Z-55-21 *as revised*. If approved, the revised portion would be inserted into the Zoning Ordinance under Section 12-9-3.B to read:

2. **Any required parking spaces in the separate zoning lot are within 300 feet of the use served, measured from the main entrance of the use and the nearest point of the separate zoning lot.**

The 300-foot distance would apply for all uses and the stated distance measurement method reflects the Council's motion.

Issue: Consider Zoning Ordinance amendments related to multiple off-street parking regulations. The following areas of the Ordinance are addressed: (1) Section 12-9-3 to establish distance and context limitations to using a separate, privately owned zoning lot to fulfill a portion of an off-street parking requirement; (2) Sections 12-13-3, 12-9-6, 12-11-5, and 12-11-6 to establish definitions for electric vehicle charging spaces and supply equipment, and to create allowances and limitations on quantity, location, dimensions, design, and signage; and (3) Section 12-3-5 to allow existing PUDs to retrofit parking with accessible or electric vehicle charging without requiring a Major Change process.

PIN: Citywide

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

Case Number: #21-038-TA

Project Summary: The City of Des Plaines is applying for various zoning text amendments to address off-street parking issues that have arisen during 2021.

Collective and Shared Parking

In general, the City wants to foster the efficient use of land and to give businesses, organizations, and developments flexibility in how they meet their off-street parking requirements. The Zoning Ordinance, which establishes the City's off-street parking rules, currently attempts to make allowances for when a particular property does not have enough on-site parking to accommodate a proposed use. While the most typical and preferred arrangement is for each property to have enough parking on its own site for all uses served, occasionally this is not feasible. Additionally, it is somewhat common that a.) uses within a given area do not operate at the same time and b.) some parking facilities have excess spaces beyond the requirements of the uses served. For these reasons the City tries not to turn away potential users simply because the property they desire to occupy is deficient in on-site parking. Therefore, in Section 12-9-3 the Ordinance provides for how uses can capitalize on shared or off-site parking. The existing rules first introduce general circumstances for when one parking facility can serve multiple uses (12-9-3.A) and then introduces 12-9-3.B., C., and D., which establish parameters for required parking spaces on a separate property from the particular use they serve. Sub-section B refers to privately owned parking and properties, sub-section C addresses publicly owned parking (e.g. a City-owned parking lot or garage), and sub-section D refers to instances of vacancy that leads to all or a portion of parking going unused.

Earlier in 2021, a conditional use petitioner sought to utilize allowances of sub-section B. The subject property was deficient per the baseline requirement of Section 12-9-7. Beyond day-to-day activities addressed by Section 12-9-7, the use was expected to have well-attended meetings when demand for parking would far exceed the baseline requirement. The petitioner submitted multiple draft shared parking agreements to demonstrate that parking spaces would be available to them at other properties in the same neighborhood. However, these properties lay on the other side of busy roads and intersections, and the walking path to the entrance of the proposed use would not have been linear or convenient from the majority of the proposed off-site parking. The City Council chose to deny the conditional use and then instructed staff and the Planning & Zoning Board (PZB) to study amendments that would prevent future protracted considerations of generally unworkable shared parking arrangements. The Council's intent is not to eliminate the potential for requirements to be met through off-site or shared parking agreements. However, the Council suggests that a minimum distance, similar to other communities, be established, as well as other common-sense limitations.

As part of research for the draft amendments, staff sought assistance from the Northwest Municipal Conference (NWMC), which distributed survey questions to other communities. Staff summarized the responses for inclusion in this report to support the rationale for the proposed amendments. At the September 14, 2021 public hearing, the PZB asked staff to research additional communities beyond those surveyed, specifically Arlington Heights and Palatine. Staff conducted this research and added these to the table on the following page. The PZB gave feedback, also, that the 300-foot distance initially proposed was too restrictive. In the Board's opinion, the measurement method initially proposed – from the main entrance of the use served to the off-site parking spaces – may be difficult or complicated to review and enforce. Members proposed a simpler lot-line-to-lot-line measurement method, which is used in other contexts in the Zoning Ordinance. In addition, the Board recommended that based on research of additional communities, it would be appropriate to distinguish between types of uses when setting the distance. They continued the hearing to October 26, 2021, when staff returned with additional research and revised amendments. Finally, to understand how the allowance is working in practice in Des Plaines, the Board requested to see an agreement that had been somewhat recently executed. The agreement is Attachment 2.

Table. Research of Shared Parking Allowances in Other Communities' Zoning Ordinances.

MUNICIPALITY	MAXIMUM DISTANCE FOR SHARED PARKING	METHOD FOR MEASURING DISTANCE	OTHER CONSIDERATIONS
Arlington Heights <i>(added for October 26, 2021 consideration)</i>	Not allowed for lower-density residential; 300 feet for “transient hotels”; 500 feet for higher-density residential; 1,000 feet for business and manufacturing	Walking distance between the space on the separate lot and the main entrance of the use served	None.
Palatine <i>(added for October 26, 2021 consideration)</i>	Not allowed for single- and two-family dwellings; 200 feet for multifamily; 800 feet for business, manufacturing in non-residential district	Straight line from nearest point of the parking area to the nearest entrance of the use served	None.
Lincolnwood	300 feet	Walking distance	Must be located on a lot owned or leased by the owner or lessee of the lot for which the parking spaces are required.
Morton Grove	300 feet	Straight line between property boundaries	Can account for 15 to 35 percent of the parking minimum for a use, depending on circumstances.
Mount Prospect	1,000 feet	Straight line between property boundaries	None.
Niles	300 feet	Straight line between property boundaries	Can account for up to 20 percent of the parking minimum for a use, depending on circumstances.
Park Ridge	300 feet	Not specified	The off-site parking spaces must be under the same ownership of the subject property of the use utilizing the off-site parking.

The City Council considered the matter at its November 16, 2021, meeting and decided via motion to revise the amendments back to a 300-foot distance and to change the measurement method: Measure from the main entrance of the use served to the nearest point of the zoning lot for the separate, off-site parking area.

In summary, the revised amendments do the following:

- Clarify zoning administrator and City Council authority to approve shared or off-site parking, depending on the process;
- Reword “reduction” in off-street parking requirement instead as a “fulfillment”;
- Require that shared parking agreements be kept current and filed with the Department of Community and Economic Development; and
- Reorganize and add to the limitations for when shared, off-site parking on privately-owned zoning lots is possible.

Electric Vehicle Charging Spaces

On October 18, 2021, the City Council adopted the Chicago Region’s Climate Action Plan and joined the Metropolitan Mayors Caucus’ Greenest Region Compact. This action signals affirmation for the consideration of policy changes that will lead to greater environmental sustainability. One component is decarbonizing transportation and reducing emissions. The conversion to electric vehicles from traditional engines that require combustible fossil-fuel products is one action being taken around the world.

As electric vehicles (EV) become more common, the need for charging is increasing. While some EV owners have a charging port at their homes, many do not, or they drive frequently enough or for long enough durations and distances that they must charge away from home. Commercial vehicles such as those used in freight and delivery are also becoming part of the EV market. Charging spaces and their attendant equipment are now present throughout the Chicago region in public and private parking lots and garages. In fact, Des Plaines already has two charging spaces in a public lot at the northeast corner of Ellinwood and Lee Street, adjacent to the library. Charging spaces that are generally open to the public – whether on public or private property – usually operate on three models: 1.) Users pay to charge, either per unit of energy or based on a subscription; 2.) property owners pay for the vendor for the charging equipment to attract or serve a market of customers or employees who need EV charging; and/or 3.) charging is free or very low-cost because the ports display advertisements. See Attachment 4 for photos.

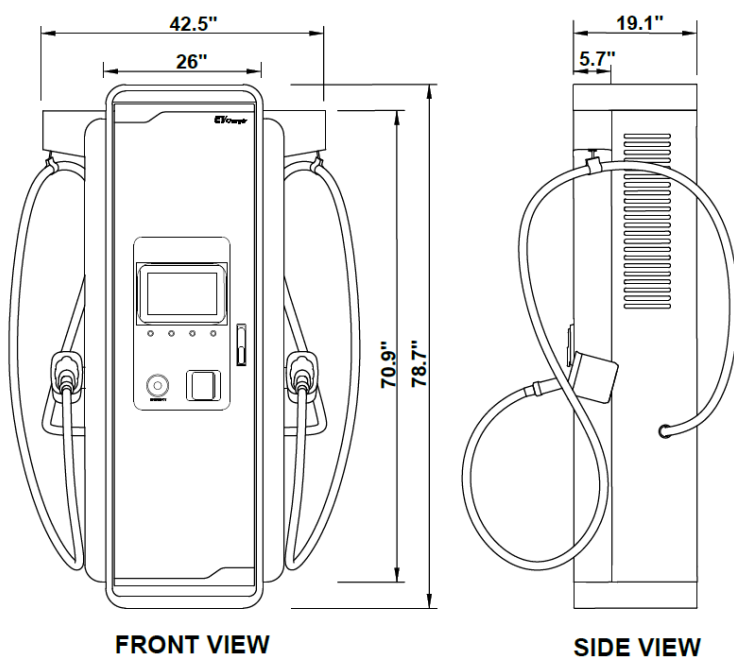
However, earlier this year staff received a building permit application to install four charging spaces and equipment at Metropolitan Square, specifically adjacent to Shop and Save and Fifth Third Bank. Staff has denied this permit for now because the proposed change a.) requires currently open, unreserved parking to be repurposed as parking reserved for charging EVs only and b.) the proposed change would reduce the number of parking spaces in a Planned Unit Development, which per 12-3-5 qualifies as a “Major Change,” necessitating a public hearing, City Council approval, and the formal altering of the Final Plat of PUD.

Staff sought assistance from NWMC, which provided prior survey results for zoning rules in nearby communities. The Village of Schaumburg had the most thorough set of regulations, and their definitions served as the basis for these amendments. Further, The Great Plains Institute, a reputable nonprofit organization working to further renewable energy, published *Summary of Best Practices in Electric Vehicle Ordinances*¹, which provided an array of options. Attempting to address the reasonably foreseeable circumstances without over-regulating, amendments are proposed that would do the following:

¹ BetterEnergy.org (June 2019). Available at: https://www.betterenergy.org/wp-content/uploads/2019/06/GPI_EV_Ordinance_Summary_web.pdf

- Establish term definitions in Section 12-13-13 for “Electric Vehicle Charging Space” and “Electric Vehicle Supply Equipment,” with the latter covering charging ports and all necessary structures adjacent to the charging spaces; The definition for “Electric Vehicle Charging Space” allows these spaces to count for up to 5 percent of an off-street parking minimum (e.g. one space within a 20-space requirement; 5 spaces within a 100-space requirement; 10 spaces within a 500-space requirement), with no limitation if the EV spaces are allocated from the supply beyond the requirement;
 - The definition excludes private residential facilities so as not to affect those who, for example, choose to install one EV charging space in their two-car home garage. This is already allowed and is not intended to be changed.
- Address in Section 12-9-6 where and how EV charging spaces may be marked within parking facilities and limit the height of charging ports (maximum 8 feet), area of identification signage (1.5 square feet), and reinforce landscaping requirements;
- Amend Sections 12-11-5 and 12-11-6 to create a limited allowance for electronic message board signs embedded within charging ports, with a maximum area of 6 square feet and copy limited to businesses for which the sign is intended; and
- Carve out a “minor change” circumstance in 12-3-5 for PUDs when repurposing/restriping parking spaces for EV charging or additional mobility impaired accessible parking.
 - The Illinois Accessibility Code changes from time to time, imposing greater requirements
 - Minor changes may be approved administratively, without a public hearing and months-long public process. These amendments are designed to avoid an onerous approval process for property owners/managers who chose to allocate more accessible parking than is required.

The following images illustrate a permit application received by staff.



Proposed charging ports at Metropolitan Square. Not to scale.



Proposed reserved sign at Metropolitan Square. Not to scale.

Proposed Amended Sections

All proposed amendments related to shared parking are contained in Attachment 1, and all proposed amendments related to electric vehicle charging are contained in Attachment 3. Additions are **bold, double-underline**. Deletions are ~~struck through~~. Amended sections are provided with some surrounding, unamended text for context.

Findings of Fact: Standards for Zoning Text Amendments

The following is a discussion of standards for zoning amendments from Section 12-3-7.E of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided, and the PZB accepted this rationale as its basis for recommendations.

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 Comprehensive Plan calls for improving traffic flow, circulation, and parking (Goal 3.3). The amendments to add parameters for shared parking would improve the existing situation and consider circulation and flow not only for vehicles but also for pedestrians.

The Plan does not mention electric vehicles specifically but does call for a “modern” network, which would include electric vehicle charging infrastructure. In addition, while not in the Comprehensive Plan, the City has adopted the Chicago region’s Climate Action Plan and signed on to the Greenest Region Compact of the Metropolitan Mayors Caucus.

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

The amendments make future parking proposals more compatible with the character and nature of Des Plaines than the current rules provide. The proliferation of electric vehicles is already observable within Des Plaines and the Chicago region, and is expected to grow. The amendments contemplate providing supportive infrastructure for this expansion.

3. Whether the proposed amendment is appropriate considering the adequacy of public facilities and services available;

The amendments related to shared parking consider the classification and design of roadways as to the degree they serve as a barrier between uses and required parking spaces. Related to electric vehicles, the amendments protect against publicly-owned facilities becoming overrun with EV charging by capping their number at five percent of the total number of spaces in the facility.

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

The proposed amendments, if they have any impact, are likely to improve property values by fostering a reasonable way to meet off-street parking requirements, as well as offering additional flexibility among property owners in how to allocate parking.

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

The amendments are based in thoughtful, well-researched considerations of trends in development in other communities and the region overall. The amendments respond to issues encountered by the City.

PZB Recommendation and City Council Action: Under Section 12-3-7 of the Zoning Ordinance, the PZB may recommend that the City Council approve, approve with modifications, or deny the above-mentioned amendments. On September 14, 2021, the PZB voted 6-0 to recommend approval of the portion of the amendments related to electric vehicle charging. The Board continued the hearing to October 26, 2021, for additional research and revisions related to collective and shared parking. At the continuation of the hearing, the Board voted 5-0 to recommend approval.

City Council has final authority on the proposal, which would be enacted through attached Ordinance Z-55-21. The Council may take a motion to approve the ordinance as presented, approve as revised, or to deny.

Attachments:

Attachment 1: Proposed amendments related to shared parking

Attachment 2: An agreement for Boston Fish Market at 1225 Forest to utilize parking at Aldi at 1365 Lee

Attachment 3: Proposed amendments related to electric vehicle charging, parking modifications within PUDs

Attachment 4: Photos of electric vehicle charging spaces

Attachment 5: Excerpt from minutes of the September 14, 2021 PZB meeting

Attachment 6: Excerpt from draft minutes of the October 26, 2021 PZB meeting

Attachment 7: Letter from PZB Chairman Jim Szabo regarding amendment consideration at both meetings

Ordinance Z-55-21

12-9-3: COLLECTIVE PARKING:

- A. Off street parking facilities for separate uses may be provided collectively if the total number of spaces so provided collectively is not less than the sum of the separate requirements for each such use, and provided further, that such collective facilities meet all regulations governing location of accessory parking spaces in relation to the use served.
- B. The zoning administrator for permitted uses or the City Council in all other cases may authorize ~~a~~ up to thirty three percent (33%) reduction of the required off street parking to be fulfilled on a separate, privately owned zoning lot ~~total~~ number of required parking spaces for two or more uses jointly providing off street parking, when all of the following are met:
1. The parking spaces utilized on the separate zoning lot are in excess of the total requirement for all uses that occupy that lot, or the parties have provided to the zoning administrator or City Council sufficient data to indicate there is not a substantial conflict in the hours of operation of all of the uses;
 2. Any required parking spaces in the separate zoning lot are within 300 feet of the use served, measured from the main entrance of the use served to the nearest point of the separate zoning lot;
 3. Pedestrian travel between the separate zoning lot and the use served does not require at-grade crossings of roadways classified by the Illinois Department of Transportation as arterials, except for Lee Street between Brown Street and Thacker Street, Graceland Avenue between Jefferson Street and Thacker Street, Miner Street between Graceland Avenue and River Road, Dempster/Thacker Street between Wolf Road and River Road, Algonquin Road between Wolf Road and River Road, and Oakton Street between Lee Street and River Road; and
 4. A legal agreement approved by the city attorney guarantees that the parking spaces on the separate zoning lot shall be maintained so long as the uses requiring parking are in existence or unless the required parking is provided elsewhere in accordance with this chapter. The written agreement must also be recorded by the property owners with the county recorder's office. The agreement will be kept current and a copy maintained on file with the City's department of community and economic development. The property owners involved in the joint use off street parking facility shall provide, to the zoning administrator:

1. ~~Sufficient data to indicate that there is not a substantial conflict in the principal hours of operation of the uses; and~~
2. ~~A legal agreement approved by the city attorney guaranteeing that the parking spaces shall be maintained so long as the uses requiring parking are in existence or unless the required parking is provided elsewhere in accordance with this chapter. The instrument shall also be recorded by the property owners with the county recorder's office.~~

C. The zoning administrator **for permitted uses or the City Council in all other cases** may **allow**, ~~in his sole discretion, reduce the total number of the required off street parking **requirement** spaces for any use in a non-residential district **to be met via a publicly owned or operated facility**, if the owner or operator of that use enters into an easement, lease, license or other form of legal agreement with the City of Des Moines or any other government entity that owns or operates **the** an off street parking facility. Such parking use agreement, or a summary memorandum thereof, shall be in a form acceptable to the City and be recorded against the property index numbers (PINs) for the parcel on which the off street parking facility is located and the parcel that will receive the right to use the parking spaces. The zoning administrator shall ensure that the off street parking spaces identified in the parking use agreement are open and available during the periods described in the parking use agreement. Such public off street parking facility may be located no more than 1,000 feet of the main entrance of the parcel requesting the right to use the parking spaces. **The parking use agreement shall be kept current and a copy maintained on file with the City's department of community and economic development.**~~

D. In instances when a principal building is not fully occupied and contains parking spaces in excess of minimum number of spaces required by the building's current occupancy, the zoning administrator **for permitted uses or the City Council in all other cases** may ~~in his sole discretion,~~ allow the owner of the parcel to enter into an easement, lease, license or other form of legal agreement with the owners or occupants of nearby parcels seeking to use the parcel's excess parking capacity, so long as the following conditions are met:

1. In no event may any parcel be used as a commercial parking lot open to the general public pursuant to a parking use agreement described in this section unless it has received all necessary approvals required by the Zoning Ordinance.
2. The parking use agreement may not exceed a month to month tenancy or use period to allow for its prompt termination in the event the parcel providing the excess parking increases its occupancy and its corresponding need for off street parking.
3. No more than 33 percent of the total parking spaces on a parcel may be allocated for use by off-site users on a temporary basis.
4. The place of business or operation using the interim parking spaces may be located no more than 1,000 feet from the parcel providing the excess spaces.

5. The parking agreement shall be kept current and a copy maintained on file with the City's department of community and economic development. (Ord. Z-8-98, 9-21-1998; amd. Ord. Z-3-20, 1-6-2020)

###

After Recording Return To:

David T. Arena
DiMonte & Lizak, LLC
216 W. Higgins Road
Park Ridge, Illinois 60068

Prepared By:

David T. Arena
DiMonte & Lizak, LLC
216 W. Higgins Road
Park Ridge, Illinois 60068



Doc#: 1530845049 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/04/2015 02:52 PM Pg: 1 of 6

[Space Above This Line For Recording Data]

LICENSE AGREEMENT

Legal Description:

THAT PART OF THE SOUTH 1/3 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF WISCONSIN CENTRAL RAILROAD AND EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, WITH THE EAST LINE OF LEE STREET (SAID POINT BEING 5.0 FEET EAST OF THE SOUTH WEST CORNER OF SAID QUARTER QUARTER SECTION); THENCE NORTH 03 DEGREES 16 MINUTES 40 SECONDS EAST ALONG SAID EAST LINE OF LEE STREET, 9.015 FEET TO AN INTERSECTION WITH A LINE 9.0 FEET (AS MEASURED AT RIGHT ANGLES) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE DUE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 546.92 FEET TO A POINT OF CURVE; THENCE NORTH EASTERLY ALONG A CURVED LINE, CONVEXED TO THE SOUTH EAST, HAVING A RADIUS OF 24.0 FEET AND BEING TANGENT TO THE LAST DESCRIBED LINE AT THE LAST DESCRIBED POINT, AN ARC DISTANCE OF 26.27 FEET TO A POINT OF REVERSE CURVE; THENCE NORTH EASTERLY, EASTERLY AND SOUTHERLY ALONG A CURVED LINE, CONVEXED TO THE NORTH, HAVING A RADIUS OF 48.0 FEET AND BEING TANGENT TO THE LAST DESCRIBED CURVED LINE AT THE LAST DESCRIBED POINT, AN ARC DISTANCE OF 127.94 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE DUE WEST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 659.43 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, ALSO EXCEPTING THE WEST 5 FEET OF THE SOUTH 1/3 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-20-400-019-0000

Common Address: 1365 Lee Street, Des Plaines, Illinois 60018

LICENSE AGREEMENT

ALDI INC., an Illinois corporation, the principal office of which is located at 1200 North Kirk Road, Batavia, Illinois 60510, Attention: Director of Real Estate ("**Aldi**"), hereby grants to **BOSTON FISH MARKET, INC.**, an Illinois corporation, having an address of 1225 East Forest Avenue, Des Plaines, Illinois 60018 ("**Boston**"), a revocable, non-exclusive license ("**License**") to enter upon land located at 1365 Lee Street, Des Plaines, Illinois 60018 and generally depicted on Exhibit A attached hereto (the "**Property**"), subject to the terms and conditions hereof, for the purpose of Boston's employees and invitees to have the ability to park in the 25 parking spaces located within the Property's parking lot depicted as parking spaces 1 through 25 on Exhibit A (the "**Licensed Parking Area**") (hereafter called the "**Licensed Activity**"). Boston shall have the right to perform the Licensed Activity between the hours of 11am and 10pm, Monday through Saturday.

The License shall commence on October 1, 2015 and expire September 30, 2016 (the "**License Term**"). Aldi may revoke the License prior to the expiration of the License Term (as it may have been previously extended) by providing at least 30 days' advance written notice to Boston at Boston's address set forth above.

Boston is hereby granted 4 successive options (individually, an "**Option**") to extend the License Term for additional periods of 1 year each (each, an "**Option Period**") on the terms and conditions set forth herein. Each Option shall be exercised (if at all) upon written notice delivered to Aldi at the address set forth above by Boston not less than 120 days before the expiration of the License Term (as it may have been previously extended).

Commencing on October 1, 2015, Boston shall pay to Aldi a license fee for the Licensed Parking Area during the License Term (the "**License Fee**") as set forth below:

License Term	Annual License Fee	Monthly License Fee
Year 1	\$6,000.00	\$500.00
Option Periods		
Year 2	\$6,600.00	\$550.00
Year 3	\$7,260.00	\$605.00
Year 4	\$7,986.00	\$665.50
Year 5	\$8,784.60	\$732.05

The License Fee shall be payable in equal monthly installments on the first day of each month. All checks for the License Fee are to be made payable to the order of Aldi at Aldi's address above.

Boston's right to perform the Licensed Activity is limited to Boston's employees and invitees, and Boston's employees and invitees may only park in the Licensed Parking Area for the purpose of attending work and dining at Boston's seafood restaurant. All Licensed Activity shall be conducted in a manner that minimizes any

disruption to the Property and the activities of Aldi and Aldi's customers. Boston employees and invitees shall not leave their vehicles overnight and must not use the Licensed Parking Area for any other reason, including but not limited to advertising said employees' or invitees' cars for sale. If vehicles parked by Boston's employees or invitees remain in the Licensed Parking Area after 11:00 pm any night or following the expiration of the License Term, Aldi may tow all such vehicles at the expense of such vehicle owners.

During the License Term, Boston shall be responsible for removing all trash, rubbish, and debris from the Licensed Parking Area each morning, Monday through Saturday and on Sunday (if Boston is open for business), by 9am.

Boston shall be liable for all damages to the Property, to Aldi and to Aldi's customers resulting from the Licensed Activity. Upon demand, Boston shall reimburse Aldi for the cost of repair of the Property or any other damages incurred resulting from Boston's use of the License. Boston agrees to indemnify and hold Aldi harmless from and against all claims arising from any acts or omissions of Boston and/or Boston employees while on the Property. Boston agrees to maintain insurance coverages in the types and amounts set forth on Exhibit B. Boston shall add Aldi as an additional insured under all such insurance as of October 1, 2015.

This License Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. Boston shall not have the right to assign the License without the prior written consent of Aldi, which shall be granted or withheld in Aldi's sole and absolute discretion.

This License Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same License Agreement. This License Agreement may be executed by facsimile or electronic signature.

[Signature page follows]

IN WITNESS WHEREOF, Aldi and Boston have caused their duly authorized representatives to execute and deliver this License Agreement on the dates indicated below.

ALDI INC.,
an Illinois corporation

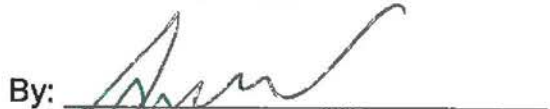


By: Laura Branneman

Its: Vice President

Date: 10.22.15

BOSTON FISH MARKET, INC.,
an Illinois corporation

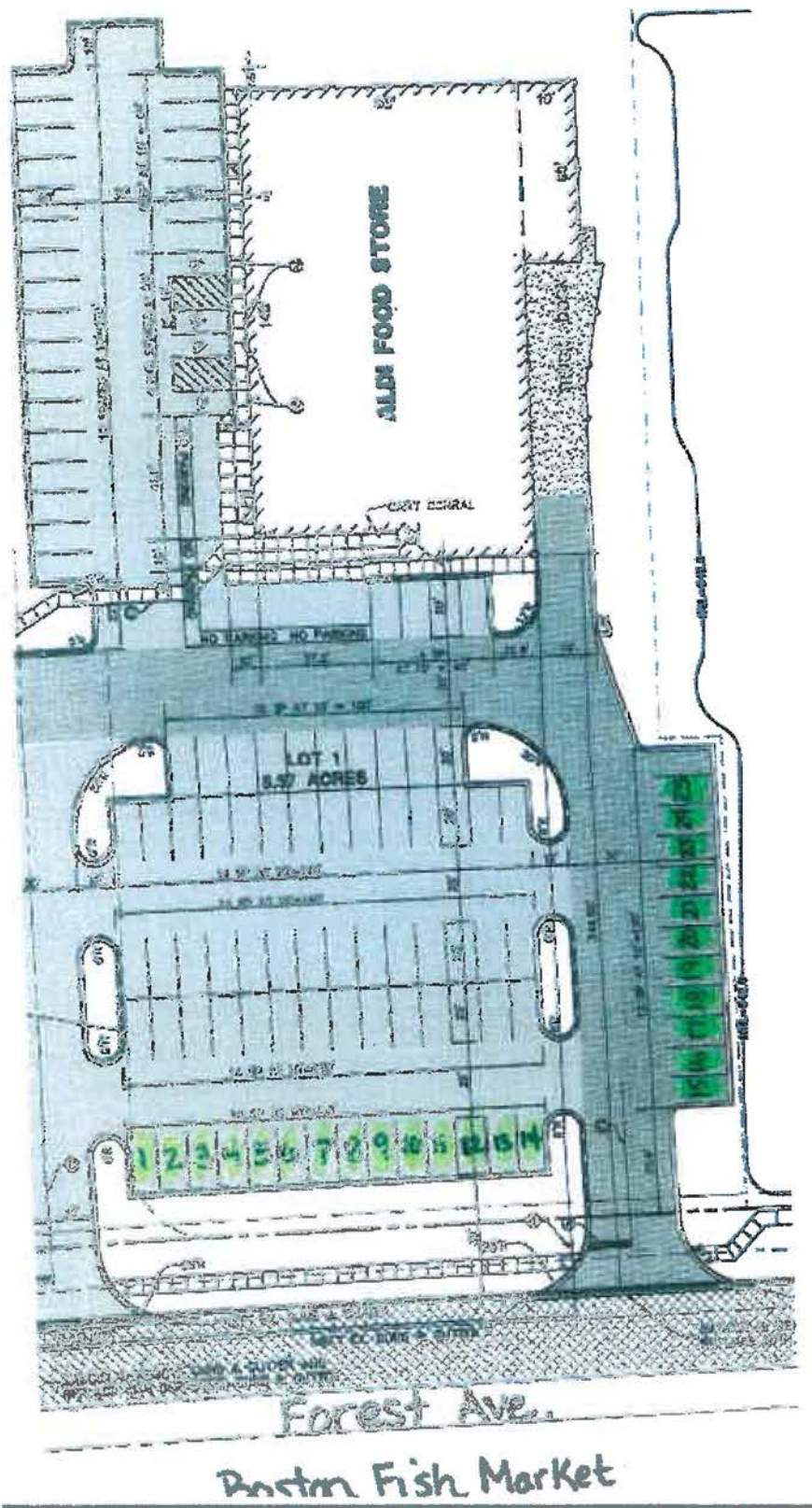


By:

Its: PRESIDENT

Date: 10-20-15

Exhibit A



12-3-5: PLANNED UNIT DEVELOPMENTS:

1. "Major Changes": Changes which alter the concept or intent of the planned unit development such as the following:

- a. Any increase in density.
- b. Any reduction in the dimension or number of off street parking and/or loading spaces, **except when the reduction provides additional mobility impaired accessible parking or electric vehicle charging spaces, and the facility, after the reduction, will fully comply with the parking requirements set forth in Chapter 9: Off Street Parking and Loading Facilities.**
- c. Any change in location and types of nonresidential land uses.
- d. Any reduction of an amount of common open space, landscaping, or buffering.
- e. Any changes in proportion of housing types.
- f. Any changes in road standards.
- g. Any changes in final governing agreements, provisions or covenants.
- h. Any significant change to exterior elevations of buildings which alter rooflines, building materials, approved color schemes, height of buildings, or result in a significant change in architectural style.

Said changes shall require the submission by the applicant of a new application that shall be processed and approved in the same manner as required of an original application.

2. "Minor Changes": Minor changes are modifications that are not defined as major changes and do not alter the concept or intent of a planned unit development. The director of community and economic development may approve minor changes that meet the criteria set forth in this subsection through an administrative adjustment process without the approval of the city council. The director of community and economic development shall report the proposed minor changes to the council in writing through the city manager.

3. Recording Of Changes: All changes to the final plat shall be recorded with the county recorder's office as amendments to the final plat, or reflected in the recording of a new corrected final plat.

H. Schedule: The city council shall consider revocation of the planned unit development if construction falls more than 18 months behind the construction schedule filed with the final plat. The developer shall be notified at least ninety (90) days preceding any revocation proceeding. The city council may, upon request, modify the recorded construction schedule of a planned unit development. (Ord. Z-8-98, 9-21-1998; amd. Ord. Z-7-04, 1-19-2004; Ord. Z-27-05, 11-21-2005; Ord. Z-8-13, 4-1-2013; Ord. Z-11-15, 5-18-2015; Ord. Z-29-15, 10-5-2015; Ord. Z-22-16, 9-6-2016; Ord. Z-29-16, 12-5-2016; Ord. Z-30-16, 12-5-2016; Ord. Z-13-19, 6-3-2019; Ord. Z-15-20, 6-1-2020)

12-9-6: SPECIFICATIONS FOR OFF STREET PARKING AND OUTSIDE STORAGE AREAS:

E. ~~Reserved.~~ Electric vehicle charging spaces: Electric vehicle charging spaces are subject to the same dimension and setback requirements as all other parking spaces; provided, however, that mobility impaired accessible parking shall have priority over electric vehicle charging in proximity and accessible routes to building entrances. A mobility impaired accessible parking space may also serve as an electric vehicle charging space; provided, however, that the minimum number of mobility-impaired parking spaces for the facility must first be met by non-charging spaces.

The following specifications shall apply to electric vehicle charging spaces:

- (1) Electric vehicle charging spaces must be striped with a symbol and lettering to indicate their reservation for charging, and may have a sign not to exceed 1.5 square feet in area designating such reservation mounted to a wall or freestanding post. An electric vehicle charging space that is also a mobility impaired accessible space must fully comply with the specification requirements for accessible spaces.
- (2) Electric vehicle supply equipment may be located adjacent to charging spaces. Charging ports shall not exceed eight (8) feet in height.
- (3) Signage embedded within charging ports is subject to the sign regulations of this title.
- (4) The installation of electric vehicle supply equipment shall not exempt the parking facility from minimum interior and perimeter landscaping requirements of this title.

12-11-5: SIGN STANDARDS BY SIGN TYPE:

G. Electronic Message Boards:

1. Electronic Message Board Requirements And Limitations: Electronic message boards shall be permitted only when incorporated within a new or existing pole sign or monument sign (this shall not include billboards except as permitted in accordance with subsection H of this section), **or when embedded within an electric vehicle charging port.** The overall sign must comply with all existing standards and regulations as set forth in this chapter ~~regarding pole signs and monument signs~~. Electronic message boards incorporated into an approved sign shall be subject to the standards and regulations as set forth in section 12-11-6 of this chapter.

2. Electronic Message Board Standards: Monument or pole signs containing electronic message boards shall be subject to the same standards as set forth in subsections A, "Pole Signs", and B, "Monument Signs", of this section.

3. Permitted Types: Video display signs.

4. Prohibited Types: The following types of electronic message boards shall be prohibited:

- a. Animated sign.
- b. Flashing sign.

5. Permitted Districts: Electronic message boards shall be permitted in the following districts under the following conditions:

- a. C-1 Neighborhood Shopping District as a conditional use only.
- b. C-2 Limited Office Commercial District as a conditional use only.
- c. C-3 General Commercial District as a permitted use.
- d. C-4 Regional Shopping District as a permitted use.
- e. C-5 Central Business District as a conditional use only.
- f. C-6 Casino District as a localized alternative sign regulation plan.
- g. M-1 Limited Manufacturing as a permitted use.
- h. M-2 General Manufacturing as a permitted use.
- i. M-3 Special Manufacturing as a permitted use.
- j. I-1 Institutional as a permitted use.

k. R-1 Residential as a permitted use when on school property, City-owned property, or Park District-owned property, subject to the standards found in subsection 12-11-6B of this chapter.

6. Variations: All electronic message boards shall meet all requirements stated above and where variations are requested, the following standards shall apply:

a. Variations for overall height, setback and size of the monument or pylon pole signs, shall be subject to the same standards set forth in section 12-11-7, "Variations", of this chapter, except that no governmental agency shall be limited to a maximum variation request for electronic message board portions of proposed signs when it is to be used for the conveyance of public information. All signs shall remain subject to all other applicable sign standards and regulations relating to the applicable sign type and district.

7. Qualified EMB Property Exception: In lieu of any electronic message board allowed under the other provisions of this subsection G, one electronic message board shall be allowed as a conditional use pursuant to section 12-3-4, "Conditional Uses", of this title on any qualified EMB property subject to development standards for "electronic message boards for qualified EMB property" as written in subsection 12-11-6B of this chapter:

- a. Occupies a parcel of land of not less than fifteen (15) acres zoned C-2 or C-3 or contiguous parcels of land of not less than fifteen (15) acres zoned C-2 or C-3 with either vehicular cross access easements or shared parking agreements that are recorded with the Cook County Recorder of Deeds;
- b. Is improved with multi-story, multi-tenanted office building(s) that have more than four hundred thousand (400,000) square feet of rentable space;
- c. Has a combined frontage of at least two hundred (200) linear feet on I-90 or I-294.

###

12-11-6: REGULATION BY DISTRICT CLASSIFICATION:

B. Commercial, Manufacturing And Institutional Districts: It shall be unlawful for any person to construct or maintain a sign in any commercial district, manufacturing district, or the I-1 Institutional District, except as follows. A property may incorporate both wall and monument signs or wall and pole signs. The use of monument signs in conjunction with pole signs is prohibited; provided, however, if a property is eligible to contain two pole signs or two monument signs, then the property may construct a combination of a pole sign and a monument sign as long as each sign is at least 200 feet apart.

Monument or pole signs containing electronic message boards shall be subject to the same standards as set forth in this subsection, except that only one electronic message board will be permitted per lot. In the event that a single business exists on multiple lots or in the case of a business park or retail center, only one electronic message board will be permitted overall, **except for electronic message boards embedded within electric vehicle charging ports.**

Sign Type	Number, Area, Height, And Other Limitations ²
Electronic message boards	Electronic message boards shall not exceed 50% of the total sign area. <u>When embedded within an electric vehicle charging port, the maximum area is six (6) square feet.</u>
	<u>Excluding those electronic message boards embedded within electric vehicle charging ports,</u> Only 1 electronic message board will be permitted per lot. In

	the event that a single business exists on multiple lots or in the case of a business park or retail center, only 1 electronic message board will be permitted overall.
	Location: The animated face of an electronic message board sign shall be a minimum of 250' away from a residence in the R-1, R-2, and R-3 Residential Districts and shall be arranged to prevent direct glare onto any adjacent properties. 1. Institutional District is exempt from this standard. 2. LED illumination of the numerical pricing component of gasoline station signs are exempt from this location standard.
	Video display signs are permitted.
	The changeable copy shall be specific to the business in which the sign was intended.
	No sounds will be permitted.
	Automatic dimming: Electronic message board signs shall be equipped with light sensing devices or a scheduled dimming timer which automatically dims the intensity of the light emitted by the sign during ambient low light and nighttime (dusk to dawn) conditions. The signs shall not exceed 500 nits of intensity as measured at the sign surface during nighttime and low light conditions and 5,000 nits during daytime hours.

Notes:

2. On parcels less than 5 acres, the total square footage area of all signs shall not exceed 600 square feet.

(Ord. Z-24-05, 8-29-2005; amd. Ord. Z-11-07, 3-19-2007; Ord. Z-23-07, 9-17-2007; Ord. Z-10-11, 5-2-2011; Ord. Z-27-11, 9-19-2011; Ord. Z-17-14, 8-4-2014; Ord. Z-32-14, 12-15-2014; Ord. Z-14-15, 7-6-2015; Ord. Z-9-16, 6-6-2016; Ord. Z-29-16, 12-5-2016; Ord. Z-21-17, 9-18-2017; Ord. Z-17-19, 7-1-2019; Z-4-20, 1-21-2020 ; Ord Z-16-20, 8-3-2020)

12-13-3: DEFINITION OF TERMS:

For the purposes of this title, the following terms shall have the following meanings:

ELECTRIC VEHICLE CHARGING SPACE: A marked parking space in a public or private off-street parking facility that provides for the charging of electric vehicles. Electric vehicle charging spaces may fulfill up to five percent of an off-street parking requirement and may be adjacent to electric vehicle supply equipment. "Electric Vehicle Charging Space" does not include off-street parking directly adjacent to private residential driveways or in private residential garages, where charging technology may also be installed.

ELECTRIC VEHICLE SUPPLY EQUIPMENT: The conductors and charging port connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of delivering electrical energy to a vehicle parked in an electric vehicle charging space.



Existing charging spaces near Des Plaines library



Charging port near library



Charging spaces at the Park Ridge Whole Foods

September 14, 2021
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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*****

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 17

3. Address: Citywide Text Amendment

Case Number: 21-038-TA
Public Hearing

The City of Des Plaines is filing a request for consideration of the following text amendments to the Des Plaines Zoning Ordinance, as amended: (i) add limitations to the eligibility for collective parking under Section 12-9-3; (ii) establish definitions and regulations for electric vehicle charging in parking areas; and (iii) any other amendments as may be necessary.

PIN: Citywide
Petitioner: City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016
Owner: City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

The City is the applicant for this case; Economic Development Manager Carlisle will present this case. For ease of presentation, the text amendment will be broken up into two smaller presentations, one addressing the collection parking agreements and the second related to electric vehicle charging in parking areas.

Collective/Shared Parking Agreements

Mr. Carlisle presented an overview of the rationale to update the collective/shared parking agreement, including looking at a maximum distance limitation, considerations of barriers such as busy roads may impact parking agreement, or proposing amendments to prevent unworkable or unrealistic shared parking agreements.

Mr. Carlisle presented research from neighboring communities; of the communities that responded to the survey the majority sets a 300 feet maximum distance, Mount Prospect differs in that the maximum distance is 1,000 feet.

Mr. Carlisle also provided an overview of draft amendment language which aims to clarify zoning administrator and City Council authority to approve shared or off-site parking, rewords “reduction” to “be fulfilled” and reorganized and limits when possible, off-site parking on privately-owned zoning lots if possible.

Member Catalano asked for clarification about the 300 foot requirement; in the sense that the closest space/furthest space meets the requirement. Mr. Carlisle stated that the requirement is all-inclusive meaning that all spaces must be within the 300 feet.

Mr. Carlisle further stated that in some cases, an applicant might only be deficient by two parking spaces and enter into collective parking agreement, for those two spaces and additional overflow parking. Based on these amendments, the two spaces must be within the 300 feet, while the overflow parking may be beyond that.

Member Catalano stated that the 300-foot requirement is very restrictive, Chairman Szabo agreed.

September 14, 2021
Page 18

Member Catalano further stated that the first space should be within the 300-foot requirement, but the subsequent spaces can exceed that requirement.

Member Saletnik stated based on the restrictive nature of 300 feet, the City is not interested in collective parking arrangements. Member Saletnik stated that the use of the property should also be analyzed regarding parking requirements.

Member Saletnik further stated that he agrees with the safe passage verbiage but finds the 300-foot limitation very restrictive.

Mr. Carlisle stated that the 300-foot number was based on responses from local municipalities; he did not want to choose an arbitrary number. Mr. Carlisle also reminded the Board that there is still a possibility for variation based on practical hardships.

Member Saletnik stated that often while people are looking at property acquisition, they will review the code prior to purchases. This amendment maybe seen as too restrictive and the property may go elsewhere.

Member Fowler asked why the Mount Prospect requirement is vastly different at 1,000 feet. Mr. Carlisle does not know the exact reason but can hypothesize that it may be due to the fact that they are further out from Chicagoland where the setbacks are further and in general there is more space.

Member Saletnik would like additional information and detail from other local municipalities, such as Arlington Heights and Palatine.

Member Catalano also stated that he would prefer straight line to properties to make the requirement less restrictive, Member Saletnik agreed. Member Saletnik further stated the goal of the collective parking agreement is to have that use in your community.

Member Veremis inquired about the distance between the Des Plaines Theatre and municipal parking garage. Mr. Carlisle stated that he believed the distance would be between 200-300 feet from the theater to the top of the parking deck. Member Veremis stated that patrons of the theater are expected to cross at the light at the crosswalk.

Member Catalano also brought up the question of vertical distance, for example the stairs up to the top floor of the parking deck.

Mr. Carlisle went over what is perceived as general walking distances; in general an able bodied person is can walk a quarter mile, approximately 1,300 feet, which is reasonable; 500 feet would equate to approximately 1/10th of a mile. The draft amendments are written in a way to mirror the bulk of respondents from neighboring communities.

Member Fowler asked about making recommendations; Mr. Carlisle stated that the Board is able to make recommendations or ask for additional information.

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Member Saletnik reiterated the language regarding safe passage versus a set number of feet.

Chairman Szabo asked Staff to touch on other circumstances; Mr. Carlisle stated that is a synopsis of other code information.

Member Saletnik recommended that Staff look into the active collective parking agreements to see what the current language. Mr. Carlisle stated that the data collection/research regarding the documents may not be possible. Member Saletnik still would like staff to complete the due diligence on the current agreements.

Member Veremis inquired about the previous case on Broadway, which brought the parking agreement discussion to light. Mr. Carlisle provided an overview of their parking arrangement. Member Saletnik chimed in regarding that case, residents were concerned that people would be parking on their residential streets, since parking was inconvenient.

Member Saletnik reiterated that additional information is provided compared to other communities. Member Catalano provided some information based on Arlington Heights' code, the distances vary based on type of use.

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

Electric Vehicles

Mr. Carlisle stated that the goals of electric vehicle charging in parking areas, is to support and prepare for the further proliferation of electric vehicles, emulate best regulatory practices as the appropriate level, clarify how open, unreserved parking spaces and electric vehicles spaces work to fulfill a parking requirement.

Mr. Carlisle stressed that this amendment is not intended to affect private home users.

The goals of the proposed amendment will:

- Establish term definitions for "Electric Vehicle Charging Space" and "Electric Vehicle Supply Equipment," with the latter covering charging ports
- Allow EV charging spaces to count for up to 5 percent of an off-street parking minimum. For government- and institutionally owned parking, a maximum of 5 percent of the total number of spaces in the facility can be allocated for EV charging
- Set up where and how charging spaces may be marked, limit the height of charging ports (8 feet), area of identification signage (1.5 square feet), and reinforce landscaping requirements
- Limited allowance for electronic signs embedded within charging port: 6 square feet max & copy limited to businesses for which the sign is intended
- Carve out a "minor change" circumstance for PUDs when retrofitting parking with EV charging or additional mobility impaired accessible spaces

The City has received an application for an electric vehicle charging ports, which has prompted the amendments to the ordinance.

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Member Fowler inquired about the future of possible ADA accessible electric vehicle charging spaces, Mr. Carlisle stated that it can be a possibility in the future.

Member Veremis inquired about how long an electric vehicle takes to charge. Mr. Carlisle stated that charging ports are available in low, medium, high and can take 30 minutes to 2 hours to charge. Most newer models have shorter charging times.

Member Veremis asked how many residents have electric vehicles in Des Plaines; Mr. Carlisle does not have that information but it may be accessible through Secretary of State data.

There was some discussion about ticketing individuals that park in EV parking spaces; Mr. Carlisle responded the City does not do parking enforcement on private property, private security may ticket the individual if needed.

Member Veremis asked about ticketing those without a placard who park in ADA spaces, Mr. Carlisle stated the City would ticket in those instances because it is a State law.

Mr. Carlisle also reviewed the portion of the amendment regarding location of electric vehicle parking, as well as the precedence the ADA parking has in any given parking lot, EV can be as close as to a building entrance as wanted.

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

The staff report has been entered below.

Issue: Consider Zoning Ordinance amendments related to multiple off-street parking regulations. The following areas of the Ordinance are addressed: (1) Section 12-9-3 to establish distance and context limitations to using a separate, privately owned zoning lot to fulfill a portion of an off-street parking requirement; (2) Sections 12-13-3, 12-9-5, 12-9-6, 12-11-5, and 12-11-6 to establish definitions for electric vehicle charging spaces and supply equipment, and to create allowances and limitations on quantity, location, dimensions, design, and signage; and (3) Section 12-3-5 to allow existing PUDs to retrofit parking with accessible or electric vehicle charging without requiring a “Major Change” procedure (i.e. a public hearing and City Council approval).

PIN: Citywide
Petitioner: City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016
Case Number: #21-038-TA

Project Summary: The City of Des Plaines is applying for various zoning text amendments to address off-street parking issues that have arisen during 2021.

Collective and Shared Parking

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In general the City wants to foster the efficient use of land and to give businesses, organizations, and developments some flexibility in how they meet their off-street parking requirements. The Zoning Ordinance, which establishes the City's off-street parking rules, currently attempts to make allowances for when a particular property does not have enough on-site parking to accommodate a proposed use. While the most typical arrangement is for each property to have enough parking on its own site for all uses and units served (i.e. residential, commercial, institutional), occasionally this is not feasible. Related, it is somewhat common that a.) uses within a given area do not operate at the same time and b.) some parking facilities have excess spaces beyond the requirements of the uses they serve, and most often the spaces go unused. For these reasons the City tries not to turn away potential users simply because the property they desire to use is deficient in on-site parking. A reasonable option for nearby shared parking, on a different property or properties, may exist.

Therefore, in Section 12-9-3, the Ordinance provides for how uses can capitalize on shared or off-site parking. The existing rules first introduce general circumstances for when one parking facility can serve multiple uses (12-9-3.A) and then introduces 12-9-3.B., C., and D., which establish parameters for required parking spaces on a separate property from the particular use they serve. Sub-section B refers to privately owned parking and properties, sub-section C addresses publicly owned parking (e.g. a City-owned parking lot or garage), and sub-section D refers to instances of vacancy when parking is temporarily or for the foreseeable future going unused.

Earlier in 2021, a conditional use petitioner sought to utilize allowances of sub-section B. The subject property was deficient per the baseline requirement of Section 12-9-7. Beyond day-to-day activities addressed by Section 12-9-7, the use was expected to have well-attended meetings when demand for parking would far exceed the baseline requirement. The petitioner submitted multiple draft shared parking agreements to demonstrate that parking spaces would be available to them at other properties in the same neighborhood. However, these properties lay on the other side of busy roads and intersections, and the walking path to the entrance of the proposed use would not have been linear or convenient from the majority of the proposed off-site parking. The City Council chose to deny the conditional use and then instructed staff and the PZB to take up amendments that would prevent future protracted considerations of generally unworkable shared parking arrangements. The Council's intent is not to eliminate fully the potential for requirements to be met through off-site or shared parking agreements. However, the Council suggests that a minimum distance, as exists in some other communities, be put into place, as well as any other common-sense limitations. Staff has prepared proposed amendments beginning on Page 4 of this report.

As part of research for the draft amendments, staff sought assistance from the Northwest Municipal Conference (NWMC), which distributed survey questions to other communities. The following table is a sample of results.

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MUNICIPALITY	MAXIMUM DISTANCE FOR SHARED PARKING	METHOD FOR MEASURING DISTANCE	OTHER CONSIDERATIONS
Lincolnwood	300 feet	Walking distance	Must be located on a lot owned or leased by the owner or lessee of the lot for which the parking spaces are required.
Morton Grove	300 feet	Straight line between property boundaries	Can account for 15 to 35 percent of the parking minimum for a use, depending on circumstances.
Mount Prospect	1,000 feet	Straight line between property boundaries	None.
Niles	300 feet	Straight line between property boundaries	Can account for up to 20 percent of the parking minimum for a use, depending on circumstances.
Park Ridge	300 feet	Not specified	The off-site parking spaces must be under the same ownership of the subject property of the use utilizing the off-site parking.

In summary, the proposed amendments related to shared parking accomplish the following:

- Clarifies zoning administrator and City Council authority to approve shared or off-site parking;
- Rewords “reduction” in off-street parking requirement instead as a “fulfillment;” and
- Reorganizes and adds to the limitations for when shared, off-site parking on privately-owned zoning lots is possible. These are the added limitations:
 - Required spaces must be within 300 feet of the main entrance of the use served; and
 - Walking between any required off-site space cannot require at-grade crossing of roadways classified by the Illinois Department of Transportation as arterials, except for arterials in downtown Des Plaines and other select corridors where there are ample signalized intersections and cross-sections of road that are feasible to cross safely.

Electric Vehicle Charging Spaces

As electric vehicles (EV) become more common, the need for charging is increasing. While some EV owners have a charging port at their homes, many do not, or they drive frequently enough or for long enough durations and distances that they must charge away from home. Commercial vehicles such as those used in freight and delivery are also becoming part of the EV market. Charging spaces and their attendant equipment are now present throughout the Chicago region in public and private parking lots and garages. In fact, Des Plaines already has two charging spaces in a public lot at the northeast corner of Ellinwood and Lee Street, adjacent to the library. Charging spaces that are generally open to the public – whether on public or private property – usually operate on three models: 1.) Users pay to charge, either per unit of energy or based on a subscription; 2.) property owners pay for the vendor for the charging equipment to attract or serve a market of customers or employees who need EV charging; and/or 3.) charging is free or very low-cost because the ports display advertisements. See Attachment 3 for photos.

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However, earlier this year staff received a building permit application to install four charging spaces and equipment at Metropolitan Square, specifically adjacent to Shop and Save and Fifth Third Bank. Staff has denied this permit for now because the proposed change a.) requires currently open, unreserved parking to be repurposed as parking reserved for charging EVs only and b.) the proposed change would reduce the number of parking spaces in a Planned Unit Development, which per 12-3-5 qualifies as a “Major Change,” necessitating a public hearing, City Council approval, and the formal altering of the Final Plat of PUD.

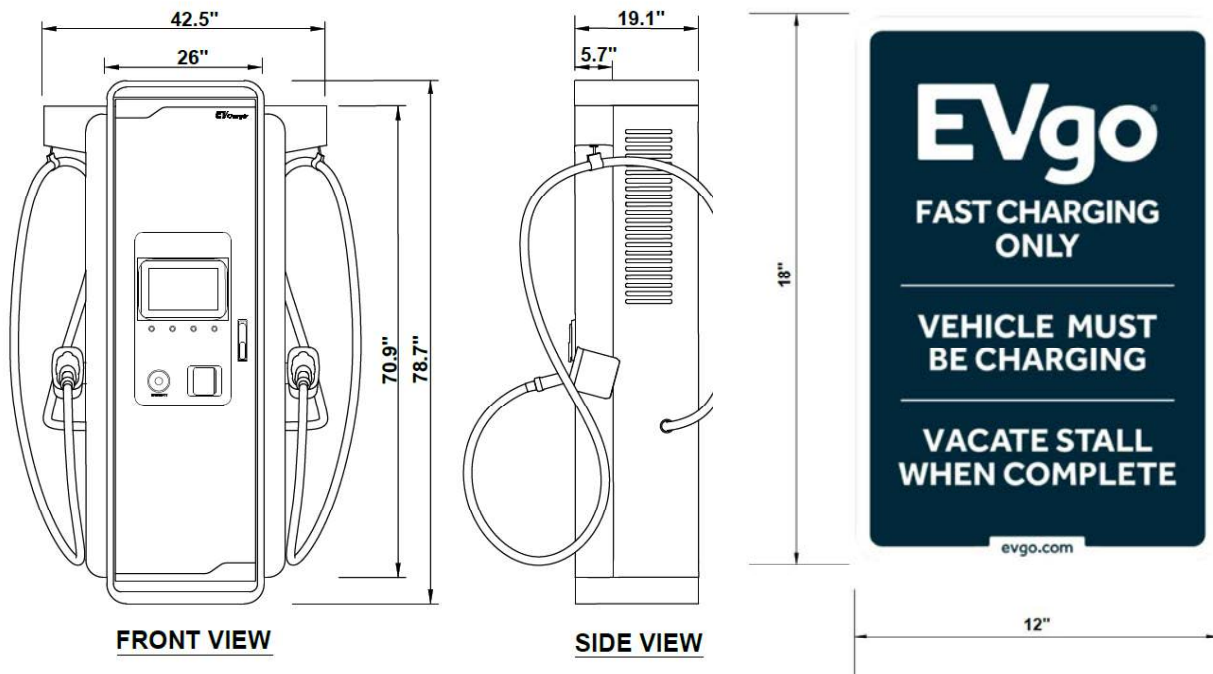
Staff sought assistance from NWMC, which provided prior survey results for zoning rules in nearby communities. The Village of Schaumburg had the most thorough set of regulations, and their definitions served as the basis for these amendments. Further, The Great Plains Institute, a reputable nonprofit organization working to further renewable energy, published *Summary of Best Practices in Electric Vehicle Ordinances*¹, which provided an array of options. Attempting to address the reasonably foreseeable circumstances without over-regulating, staff proposes amendments that would do the following:

- Establish term definitions in Section 12-13-13 for “Electric Vehicle Charging Space” and “Electric Vehicle Supply Equipment,” with the latter covering charging ports;
- Add to Section 12-9-5 to allow EV charging spaces to count for up to 5 percent of an off-street parking minimum (i.e. one space within a 20-space requirement; 5 spaces within a 100-space requirement; 10 spaces within a 500-space requirement), with no limitation if the EV spaces are allocated from the supply beyond the requirement—except for government- and institutionally owned parking, where a maximum of 5 percent of the total number of spaces in the facility can be allocated for EV charging;
- Address in Section 12-9-6 where and how EV charging spaces may be marked within parking facilities and limit the height of charging ports (maximum 8 feet), area of identification signage (1.5 square feet), and reinforce landscaping requirements;
- Amend Sections 12-11-5 and 12-11-6 to create a limited allowance for electronic message board signs embedded within charging ports, with a maximum area of 6 square feet and copy limited to businesses for which the sign is intended; and
- Carve out a “minor change” circumstance in 12-3-5 for PUDs when repurposing/restriping parking spaces for EV charging or additional mobility impaired accessible parking.
 - The Illinois Accessibility Code changes from time to time, imposing greater requirements that may be triggered by a restriping project. Further, these amendments are designed to avoid an unduly onerous approval process for property owners/managers who chose to allocate more accessible parking than is required.
 - Minor changes may be approved administratively, without a public hearing and months-long public process.

The following images illustrate a permit application received by staff.

¹ BetterEnergy.org (June 2019). Available at: https://www.betterenergy.org/wp-content/uploads/2019/06/GPI_EV_Ordinance_Summary_web.pdf

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Proposed charging ports at Metropolitan Square. Not to scale.

Proposed reserved sign at Metropolitan Square. Not to scale.

Proposed Amended Sections

All proposed amendments related to shared parking are contained in Attachment 1, and all proposed amendments related to electric vehicle charging are contained in Attachment 2. Additions are **bold, double-underline**. Deletions are struck through. Amended sections are provided with some surrounding, unamended text for context.

Standards for Zoning Ordinance Text Amendment:

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

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

The Comprehensive Plan calls for improving traffic flow, circulation, and parking (Goal 3.3). The amendments to add parameters for shared parking would improve the existing situation and consider circulation and flow not only for vehicles but also for pedestrians.

The Plan does not mention electric vehicles specifically but does call for a “modern” network, which would include electric vehicle charging infrastructure.

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

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The amendments make future parking proposals more compatible with the character and nature of Des Plaines than the current rules provide. The proliferation of electric vehicles is already observable withing Des Plaines and the Chicago region, and is expected to grow. The amendments contemplate providing supportive infrastructure for this expansion.

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

The amendments related to shared parking consider the classification and design of roadways as to the degree they serve as a barrier between uses and required parking spaces. Related to electric vehicles, the amendments protect against publicly-owned facilities becoming overrun with EV charging by capping their number at five percent of the total number of spaces in the facility.

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

The proposed amendments, if they have any impact, are likely to improve property values by fostering a reasonable way to meet off-street parking requirements, as well as offering additional flexibility among property owners in how to allocate parking.

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

The amendments are based in thoughtful, well-researched considerations of trends in development in other communities and the region overall. The amendments also respond to issues encountered by the City Council and City staff.

PZB Procedure and Recommended Conditions: Under Section 12-3-7 of the Zoning Ordinance, the PZB has the authority to recommend that the City Council approve, approve with modifications, or deny the above-mentioned amendments. City Council has final authority on the proposal.

If the PZB wishes, it may consider two motions to separate the issues addressed by these amendments, with the first motion covering shared parking rules and the second for EV charging rules and process.

Recommendation: Staff recommends that the PZB recommend approval of all the parking- and process-related amendments in this report.

The Planning & Zoning Board chose to break this text amendment into two motions.

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

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A motion was made by Board Member Saletnik, seconded by Board Member Catalano, to continue the discussion Collective Parking Agreements, Case Number 21-038-TA, consideration of the following text amendments to the Des Plaines Zoning Ordinance, as amended: (i) add limitations to the eligibility for collective parking under Section 12-9-3 until October 26, 2021.

AYES: Saletnik, Catalano, Fowler, Hofherr, Veremis, Szabo

NAYES: None

ABSTAIN: None

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

A motion was made by Board Member Saletnik, seconded by Board Member Fowler, to approve to establish definitions and regulations for electric vehicle charging in parking areas; and any other amendments as may be necessary

AYES: Saletnik, Catalano, Fowler, Hofherr, Veremis, Szabo

NAYES: None

ABSTAIN: None

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

Case 21-043-V
Case 21-044-CU-V
Case 21-038-TA

543 S. Fifth Avenue
580 S. Wolf Road
Citywide

Variation
Variation
Text Amendment

October 26, 2021
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Chairman Szabo called for a 5-minute recess at 9:25 p.m. The Board reconvened at 9:31 p.m.

3. Address: Citywide Text Amendment

Case Number: 21-038-TX

Public Hearing (Continued from September 14, 2021)

The City of Des Plaines requests consideration of text amendments to the Des Plaines Zoning Ordinance to add limitations to the eligibility for collective parking under Section 12-9-3 and any other amendments as may be necessary.

PIN: Citywide
Petitioner: City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016
Owner: City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

Director Carlisle summarized the Board's feedback on the initial proposal, provided and presented additional research. Revised amendments were presented.

Acting Chairman Saletnik asked if the Board had any questions.

The Board discussed briefly and agreed with the feedback.

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 text amendments to the Des Plaines Zoning Ordinance to add limitations to the eligibility for collective parking under Section 12-9-3 and any other amendments as may be necessary.

AYES: Saletnik, Catalano, Szabo, Veremis, Saletnik

NAYES: None

ABSTAIN: None

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

October 27, 2021

Mayor Goczkowski and Des Plaines City Council, CITY OF DES PLAINES

Subject: Planning and Zoning Board, 21-038-TA, Citywide

RE: Consideration of Zoning Text Amendments Regarding Various Parking Provisions Related to Collective Parking AND Electric Vehicle Charging in Parking Areas

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on September 14 and October 26, 2021, to consider an application of the City of Des Plaines to amend the following Sections of the Zoning Ordinance related to collective/shared parking and electric vehicle charging spaces: (1) Section 12-9-3 to establish distance and context limitations to using a separate, privately owned zoning lot to fulfill a portion of an off-street parking requirement; (2) Sections 12-13-3, 12-9-6, 12-11-5, and 12-11-6 to establish definitions for electric vehicle charging spaces and supply equipment, and to create allowances and limitations on quantity, location, dimensions, design, and signage; and (3) Section 12-3-5 to allow existing, approved planned unit developments (PUDs) to retrofit parking with accessible or electric vehicle charging without requiring a Major Change process.

1. At the September 14 meeting, Director of Community and Economic Development (CED) John Carlisle presented on behalf of the City. He provided background for why each theme of the amendments was being pursued, noting both the City Council's instruction to study the shared parking rules and the building permit received regarding electric vehicle charging in a parking area in a planned unit development. He summarized research on various communities on both issues and detailed the proposed amendments.
2. PZB members discussed the proposed electric vehicle charging rules. They noted it was important to make these changes to address fast-moving trends in transportation. They voted unanimously (6-0) to *recommend* to the City Council approval of that portion of the amendments.
3. However, the PZB had several questions and concerns about the collective parking amendments as initially presented. Although the Board reviewed the research of other communities' rules, they suggested adding Arlington Heights and Palatine to the research table, as these are two municipalities also along the Union Pacific Northwest Metra line. Further, they believed the initial distance limitation by staff – a maximum 300 feet between a required parking space and the main entrance of a use served – was too restrictive and would be difficult to enforce. They also noted the requirement should be different based on the type of use, specifically whether it was a business or residential. Finally, they requested background on existing shared parking agreements in Des Plaines. The PZB voted unanimously (6-0) to continue the public hearing to October 26, 2021, to review revised amendments and additional research.
4. CED staff returned on October 26 with revised amendments and further research, specifically the allowances in the zoning ordinances of Arlington Heights and Palatine. The proposed amendments were revised to increase the maximum distances for potential shared parking: 1,000 feet, measured from zoning lot line to zoning lot line, between a required parking space and a *non*-residential use served, and 500 feet for residential uses, excluding single-family homes and townhomes. Some prior language from the initial version of the amendments was retained, namely the general limitation that a required parking space could not be on the other side of a busy arterial road that lacked sufficient pedestrian crossing infrastructure.

5. The PZB voted (5-0) to *recommend* that the City Council *approve* the request as revised. The revised request will be forwarded to the Council in the approving ordinance.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "James Szabo".

James Szabo
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

CITY OF DES PLAINES

ORDINANCE Z - 55 - 21

**AN ORDINANCE AMENDING THE TEXT OF THE ZONING
ORDINANCE OF THE CITY OF DES PLAINES
REGARDING OFF-STREET PARKING IN APPROVED
PLANNED UNIT DEVELOPMENTS, COLLECTIVE OFF-
STREET PARKING, AND ELECTRIC VEHICLE
CHARGING PARKING SPACES (CASE# 21-038-TA).**

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

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

WHEREAS, Section 12-3-5.G.1 of the Zoning Ordinance establishes that any reduction in the number of off-street parking spaces in an approved planned unit development ("*PUD*") constitutes a Major Change; and

WHEREAS, Section 12-9-3 of the Zoning Ordinance establishes how uses may utilize collective parking to address minimum off-street parking requirements; and

WHEREAS, Section 12-9-6 of the Zoning Ordinance establishes the specifications for off-street parking areas; and

WHEREAS, Section 12-11-5.G. of the Zoning Ordinance establishes standards for electronic message board signs; and

WHEREAS, Section 12-11-6.B. of the Zoning Ordinance establishes limitations for signs in commercial, manufacturing, and institutional districts; and

WHEREAS, after a review of the Zoning Ordinance, City staff proposes to update and clarify the following sections of the Zoning Ordinance regarding electric vehicle charging spaces: (i) Section 12-3-5 to allow the retrofitting of approved PUDs with accessible or electric vehicle charging as a Minor Change; (ii) Section 12-9-6 to establish design specifications for electric vehicle charging spaces; (iii) Section 12-11-5 to create an allowance for electronic message board signs to be embedded within electric vehicle charging ports; (iv) Section 12-11-6 to except electronic message boards embedded within electric vehicle charging ports from the general limitation of one electronic message board per lot and to limit the area of these signs to six square feet in area; (v) Section 12-13-3 to establish definitions for "electric vehicle charging space" and "electric vehicle supply equipment;" (collectively, "*Electric Vehicle Charging Amendments*"); and

WHEREAS, City staff also proposes to update and clarify Section 12-9-3 of the Zoning Ordinance to clarify approval and recording processes for agreements that allow a separate, off-site zoning lot to fulfill an off-street parking requirement, as well as to establish additional distance

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and context limitations (“*Collective Parking Amendment*”)(collectively, the Electrical Vehicle Charging Amendments and the Collective Parking Amendment are the “*Proposed Text Amendments*”); and

WHEREAS, a public hearing by the Planning and Zoning Board (“*PZB*”) to consider the Proposed Text Amendments was duly advertised in the *Des Plaines Journal* on August 25, 2021, and held on September 14, 2021 and continued to October 26, 2021; and

WHEREAS, on September 14, 2021, the PZB voted 6-0 to recommend approval of the Electric Vehicle Charging Amendments; and

WHEREAS, on October 26, 2021, the PZB voted 5-0 to recommend approval of the Collective Parking Amendment; and

WHEREAS, the PZB forwarded its recommendations in writing to the City Council on October 27, 2021;

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

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

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

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

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

SECTION 3. CHANGES IN THE PLANNED UNIT DEVELOPMENT AFTER APPROVAL. Subsection 12-3-5.G.1, titled “Major Changes,” of Sub-Section G., titled “Changes in the Planned Unit Development After Approval,” of Section 5 titled “Planned Unit Developments,” of Chapter 3, titled "Development Review Procedures," of the Zoning Ordinance is hereby amended to read as follows:

“1. "Major Changes": Changes which alter the concept or intent of the planned unit development such as the following:

- a. Any increase in density.
- b. Any reduction in the dimension or number of off street parking and/or loading spaces, except when the reduction provides additional mobility impaired accessible parking or electric vehicle charging spaces, and the facility, after the reduction, will fully comply with the parking requirements set forth in Chapter 9: Off Street Parking and Loading Facilities.

* * *

SECTION 4. COLLECTIVE PARKING. Section 12-9-3, titled “Collective Parking,” of Chapter 9, titled “Off Street Parking and Loading Facilities,” of the Zoning Ordinance is hereby amended to read as follows:

“12-9-3: COLLECTIVE PARKING:

- A. Off street parking facilities for separate uses may be provided collectively if the total number of spaces so provided collectively is not less than the sum of the separate requirements for each such use, and provided further, that such collective facilities meet all regulations governing location of accessory parking spaces in relation to the use served.
- B. The zoning administrator for permitted uses or the City Council in all other cases may authorize ~~a~~ up to thirty three percent (33%) ~~reduction of the required off street parking to be fulfilled on a separate, privately owned zoning lot~~ total number of required parking spaces for two or more uses ~~jointly providing off street parking~~ when all of the following conditions are met:
 - 1. The parking spaces utilized on the separate zoning lot are in excess of the total requirement for all uses that occupy that lot, or the parties have provided to the zoning administrator or City Council sufficient data to indicate there is not a substantial conflict in the hours of operation of all of the uses on the lot;
 - 2. Any required parking spaces located on the separate zoning lot are within 300 feet of the use served, measured from the main entrance of the use to the nearest point of the separate zoning lot;

3. Pedestrian travel between the separate zoning lot and the use served does not require at-grade crossings of roadways classified by the Illinois Department of Transportation as arterials, except for Lee Street between Brown Street and Thacker Street, Graceland Avenue between Jefferson Street and Thacker Street, Miner Street between Graceland Avenue and River Road, Dempster/Thacker Street between Wolf Road and River Road, Algonquin Road between Wolf Road and River Road, and Oakton Street between Lee Street and River Road; and

4. A written agreement, in a form approved by the city attorney, guarantees that the parking spaces on the separate zoning lot will be maintained so long as the uses requiring parking are in existence or unless the required parking is provided elsewhere in accordance with this chapter. The written agreement must be recorded by the property owners with the county recorder's office. The agreement will be kept current and a copy maintained on file with the City's department of community and economic development. The property owners involved in the joint use off street parking facility shall provide, to the zoning administrator:

1. ~~Sufficient data to indicate that there is not a substantial conflict in the principal hours of operation of the uses; and~~

2. ~~A legal agreement approved by the city attorney guaranteeing that the parking spaces shall be maintained so long as the uses requiring parking are in existence or unless the required parking is provided elsewhere in accordance with this chapter. The instrument shall also be recorded by the property owners with the county recorder's office.~~

C. The zoning administrator for permitted uses or the City Council in all other cases may allow, in his sole discretion, reduce the total number of the ~~required~~ off street parking ~~requirement~~ spaces for any use in a non-residential district to be met via a publicly owned or operated facility, if the owner or operator of that use enters into an easement, lease, license or other form of legal agreement with the City of Des Plaines or any other government entity that owns or operates the ~~an~~ off street parking facility. Such parking use agreement, or a summary memorandum thereof, shall be in a form acceptable to the City and be recorded against the property index numbers (PINs) for the parcel on which the off street parking facility is located and the parcel that will receive the right to use the parking spaces. The zoning administrator shall ensure that the off street parking spaces identified in the parking use agreement are open and available during the periods described in the parking use agreement. Such public off street parking facility may be located no more than 1,000 feet of the main entrance

of the parcel requesting the right to use the parking spaces. **The parking use agreement shall be kept current and a copy maintained on file with the City's department of community and economic development.**

D. In instances when a principal building is not fully occupied and contains parking spaces in excess of minimum number of spaces required by the building's current occupancy, the zoning administrator **for permitted uses or the City Council in all other cases** may ~~in his sole discretion~~, allow the owner of the parcel to enter into an easement, lease, license or other form of legal agreement with the owners or occupants of nearby parcels seeking to use the parcel's excess parking capacity, so long as the following conditions are met:

1. In no event may any parcel be used as a commercial parking lot open to the general public pursuant to a parking use agreement described in this section unless it has received all necessary approvals required by the Zoning Ordinance.
2. The parking use agreement may not exceed a month to month tenancy or use period to allow for its prompt termination in the event the parcel providing the excess parking increases its occupancy and its corresponding need for off street parking.
3. No more than 33 percent of the total parking spaces on a parcel may be allocated for use by off-site users on a temporary basis.
4. The place of business or operation using the interim parking spaces may be located no more than 1,000 feet from the parcel providing the excess spaces.
5. The parking agreement shall be kept current and a copy maintained on file with the City's department of community and economic development.

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SECTION 5. SPECIFICATIONS FOR OFF STREET PARKING AND OUTSIDE

STORAGE AREAS. Section 12-9-6.E, titled, "Reserved," of Section 12-9-6, titled "Specifications for Off Street Parking and Outside Storage Areas," of Chapter 9, titled "Off Street Parking and Loading Facilities," of the Zoning Ordinance is hereby amended as follows:

- "E. ~~Reserved.~~ **Electric vehicle charging spaces: Electric vehicle charging spaces are subject to the same dimension and setback requirements as all other parking spaces; provided, however, that mobility impaired**

{00123217.2}

accessible parking spaces have priority over electric vehicle charging spaces in proximity and accessible routes to building entrances. A mobility impaired accessible parking space may also serve as an electric vehicle charging space; provided, however, that the minimum number of mobility-impaired parking spaces for the facility must first be met by non-charging spaces.

The following specifications shall apply to electric vehicle charging spaces:

1. Electric vehicle charging spaces must be striped with a symbol and lettering to indicate their reservation for charging, and may have a sign not to exceed 1.5 square feet in area designating such reservation mounted to a wall or freestanding post. An electric vehicle charging space that is also a mobility impaired accessible space must fully comply with the specification requirements for accessible spaces.
2. Electric vehicle supply equipment may be located adjacent to the electric vehicle charging spaces. Charging ports shall not exceed eight feet in height.
3. Signage embedded within charging ports is subject to the sign regulations of this title.
4. The installation of electric vehicle supply equipment shall not exempt the parking facility from minimum interior and perimeter landscaping requirements of this title.

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SECTION 6. SIGN STANDARDS BY SIGN TYPE. Subsection 12-11-5.G, titled “Electronic Message Boards,” of Section 12-11-5, titled “Sign Standards by Sign Type,” of Chapter 11, titled “Signs,” of the Zoning Ordinance is hereby amended to read as follows:

“G. Electronic Message Boards:

1. Electronic Message Board Requirements And Limitations: Electronic message boards shall be permitted only when incorporated within a new or existing pole sign or monument sign (this shall not include billboards except as permitted in accordance with subsection H of this section) or when embedded within an electric vehicle charging port. The overall sign must comply with all existing standards and regulations as set forth in this chapter ~~regarding pole signs and monument signs~~. Electronic message boards

incorporated into an approved sign shall be subject to the standards and regulations as set forth in section 12-11-6 of this chapter.

* * *

SECTION 7. SIGN REGULATION BY DISTRICT CLASSIFICATION. Section 12-

11-6, titled “Regulation by District Classification,” of Chapter 11, titled “Signs,” of the Zoning Ordinance is hereby amended to read as follows:

* * *

“B. Commercial, Manufacturing And Institutional Districts: It shall be unlawful for any person to construct or maintain a sign in any commercial district, manufacturing district, or the I-1 Institutional District, except as follows. A property may incorporate both wall and monument signs or wall and pole signs. The use of monument signs in conjunction with pole signs is prohibited; provided, however, if a property is eligible to contain two pole signs or two monument signs, then the property may construct a combination of a pole sign and a monument sign as long as each sign is at least 200 feet apart.

Monument or pole signs containing electronic message boards shall be subject to the same standards as set forth in this subsection, except that only one electronic message board will be permitted per lot. In the event that a single business exists on multiple lots or in the case of a business park or retail center, only one electronic message board will be permitted overall, **except for electronic message boards embedded within electric vehicle charging ports.**

Sign Type	Number, Height, And Other Limitations ²
	* * *
Electronic message boards	Electronic message boards shall not exceed 50% of the total sign area. <u>When embedded within an electric vehicle charging port, an electronic message board may not exceed six square feet.</u>

	<p><u>Excluding those electronic message boards embedded within electric vehicle charging ports.</u> Only 1 electronic message board will be permitted per lot. In the event that a single business exists on multiple lots or in the case of a business park or retail center, only 1 electronic message board will be permitted overall.</p>
	<p>Location: The animated face of an electronic message board sign shall be a minimum of 250' away from a residence in the R-1, R-2, and R-3 Residential Districts and shall be arranged to prevent direct glare onto any adjacent properties.</p>
	<p>1. Institutional District is exempt from this standard. 2. LED illumination of the numerical pricing component of gasoline station signs are exempt from this location standard.</p>
	<p>Video display signs are permitted.</p>
	<p>The changeable copy shall be specific to the business in which the sign was intended.</p>
	<p>No sounds will be permitted.</p>
	<p>Automatic dimming: Electronic message board signs shall be equipped with light sensing devices or a scheduled dimming timer which automatically dims the intensity of the light emitted by the sign during ambient low light and nighttime (dusk to dawn) conditions. The signs shall not exceed 500 nits of intensity as measured at the sign surface during nighttime and low light conditions and 5,000 nits during daytime hours.</p>
	<p style="text-align: center;">* * *</p>

SECTION 8. DEFINITION OF TERMS. Section 12-13-3, titled “Definition of Terms,” of Chapter 11, titled “Definitions,” of the Zoning Ordinance is hereby amended to add the following entries in alphabetical order:

“For the purposes of this title, the following terms shall have the following meanings:

* * *

ELECTRIC VEHICLE CHARGING SPACE: A marked parking space in a public or private off-street parking facility that provides for the charging of electric vehicles. Electric vehicle charging spaces may fulfill up to five percent of an off-street parking requirement and may be adjacent to electric vehicle supply equipment. “Electric Vehicle Charging Space” does not include off-street parking directly adjacent to private residential driveways or in private residential garages, where charging technology may also be installed.

ELECTRIC VEHICLE SUPPLY EQUIPMENT: The conductors and charging port connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of delivering electrical energy to a vehicle parked in an electric vehicle charging space.

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*”

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.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2021.

APPROVED this _____ day of _____, 2021.

VOTE: Ayes _____ Nays _____ Absent _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
_____ day of _____, 2021

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Amending Zoning Code Text Amendments Regarding Off-Street Parking in Approved Planned Unit Developments, Collective Off-Street Parking, and Electric Vehicle Charging Parking Spaces



FINANCE DEPARTMENT

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

MEMORANDUM

Date: November 24, 2021
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-200-21, December 6, 2021 Warrant Register

A handwritten signature in blue ink, appearing to be 'D.W.', is located to the right of the 'To:' line.

Recommendation: I recommend that the City Council approve the December 6, 2021 Warrant Register Resolution R-200-21.

Warrant Register.....\$6,178,130.41

Estimated General Fund Balance

Balance as of 09/30/2021: \$29,342,519

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

CITY OF DES PLAINES

RESOLUTION

R-200-21

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.

December 6, 2021

City of Des Plaines

Warrant Register 12/06/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund						
1	1705	Prepaid Expenses	1252 NIPSTA	33537172	Company Fire Officer Winter 2022 Session - Paramedic	1,200.00
2	1705	Prepaid Expenses	1252 NIPSTA	33543755	Confined Space Technician 2022 Spring Session - Paramedic	1,100.00
3	1705	Prepaid Expenses	1252 NIPSTA	33568329	Fire Company Officer 2022 Winter Session - Paramedic	1,200.00
4	1705	Prepaid Expenses	1252 NIPSTA	33571933	Fire Company Officer 2022 Winter Session - Lieutenant	1,200.00
Elected Office						
Division: 110 - Legislative						
5	6000	Professional Services	8452 Anderson Legislative Consulting LTD	11-2021	Lobbyist Services - November 2021 R-130-21	5,420.00
6	6000	Professional Services	8453 Raucci & Sullivan Strategies LLC	3467	Lobbyist Services - October 2021 R-131-21	5,000.00
7	7550	Miscellaneous Expenses	8522 Onesti DPT	1011	Theatre Grand Opening - 22 Kevin Costner Tickets 10/31/2021	3,041.50
Total 110 - Legislative						13,461.50
Division: 120 - City Clerk						
8	5320	Conferences	8523 Mastalski, Jessica	Reimb 9/23-9/25	City Clerk IML Conference Chicago 09/23-09/25/2021	126.41
9	6000	Professional Services	8197 American Legal Publishing Corporation	11273	Codify Ordinances Per Agreement; Supplement S-5 09/30/2021	1,490.00
10	6100	Publication of Notices	1050 Journal & Topics Newspapers	186480	Legal Notice - Street Sweeping Service 2022-2024 10/06/2021	86.55
11	6100	Publication of Notices	1050 Journal & Topics Newspapers	186570	Legal Notice - Proposed Property Tax Levy 10/20/2021	320.00
12	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8000296518	Shredding Services 08/20-10/29/2021	142.69
13	7000	Office Supplies	1644 Warehouse Direct Inc	5086015-0	1 Ct Copy Paper, 6 Rolls Address Labels	145.87
14	7000	Office Supplies	1644 Warehouse Direct Inc	5086015-2	3 Steno Books	5.25
15	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111021	Water Delivered 10/14/2021	8.00
16	7200	Other Supplies	1644 Warehouse Direct Inc	5086015-1	3 Boxes of Utensils - Spoons, Knives, Forks	12.23
Total 120 - City Clerk						2,337.00
Total 10 - Elected Office						15,798.50
City Administration						
Division: 210 - City Manager						
17	6110	Printing Services	1233 Press Tech Inc	48664	1 Box of Business Cards 11/12/2021	20.00
18	6110	Printing Services	1233 Press Tech Inc	48712	1 Box of Business Cards 11/12/2021	20.00
19	7000	Office Supplies	1644 Warehouse Direct Inc	5098485-0	Copy Paper, Binder Clips, Copy Holder	181.29
20	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111021	Water Delivered 10/14/2021	68.40
Total 210 - City Manager						289.69
Division: 220 - Legal						
21	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	21-21	Legal Fees for Traffic Court & Admin Hearings Oct/Nov 2021	1,005.00

City of Des Plaines

Warrant Register 12/06/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
22	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	14615	Legal Fees - October 2021	9,585.00
Total 220 - Legal						10,590.00

Division: 230 - Information Technology						
23	6300	R&M Software	5068 IT Savvy LLC	01302559	VMWare Renewal 10/20/2021-10/19/2022	4,663.56
24	6305	R&M Equipment	4715 SHI International Corporation	B14307155	Palo Alto Maintenance 11/21/21-11/21/22	14,545.46
25	6305	R&M Equipment	8399 Park Place Technologies LLC	PUSA10090037620	Server Maintenance Contract 12/01-12/31/2021	117.00
26	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111021	Water Delivered 10/14/2021	61.91
27	7320	Equipment < \$5,000	1026 CDW LLC	M985832	Ubiquiti UNIFI	1,479.90
Total 230 - Information Technology						20,867.83

Division: 240 - Media Services						
28	6110	Printing Services	1106 Chromatech Printing Inc	9089/26106	Fall 2021 Newsletter Printing 11/09/2021	5,085.00
Total 240 - Media Services						5,085.00

Division: 250 - Human Resources						
29	5345	Post-Employment Testing	7857 Language Testing International Inc	L48462-IN	3 Language Tests: 1 Polish, 1 Romanian, 1 Spanish 08/12-08/16/2021	308.00
30	5345	Post-Employment Testing	7133 Mid-West Truckers Association Inc	P746693	Onsite Random Testing 10/20/2021	75.00
31	5345	Post-Employment Testing	7133 Mid-West Truckers Association Inc	P747717	CDL Query Checks 10/1/21-10/12/21	45.00
32	6000	Professional Services	8521 Telephone Doctor, Inc	180874	eLearning Soft Skills Training Subscription 11/15/21- 1/14/23	3,490.00
33	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	3149	Job Posting-Exec. Asst. Community & Economic Dev-10/21-11/16/21	50.00
34	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	3166	Job Posting-Senior Clerk Finance-11/01-11-19-2021	50.00
35	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	3168	Job Posting-Junior Accounting Specialist/Finance-11/02-11/19/21	50.00
36	6110	Printing Services	1233 Press Tech Inc	48585	2 Boxes #10 Envelopes 10/28/2021	170.00
37	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8000296518	Shredding Services 08/20-10/29/2021	142.69
38	7000	Office Supplies	1644 Warehouse Direct Inc	5097205-0	HR Office Supplies - Calendar, Manila File Folders, Pads-Paper	25.54
39	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111021	Water Delivered 10/14/2021	8.00
40	7550	Miscellaneous Expenses	1228 Pesche's Inc	122680	Flowers for Deceased Fire Fighter's Wake 10/26/2021	108.99
Total 250 - Human Resources						4,523.22

Total 20 - City Administration						41,355.74
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Department: 30 - Finance						
41	6000	Professional Services	1101 Capital Gains Inc	2623	Investment Management Services 4th Quarter 2021	2,016.00

City of Des Plaines

Warrant Register 12/06/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
42	6000	Professional Services	2071 Lauterbach & Amen, LLP	59572	Tax Levy - Firefighters' Pension for Fiscal Year 12/31/2020	2,650.00
43	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8000296518	Shredding Services 08/20-10/29/2021	142.45
44	6110	Printing Services	6485 Tyler Business Forms	64989	500 W2 Envelopes for Tax Year 2021	191.40
45	7000	Office Supplies	1644 Warehouse Direct Inc	5095393-0	4 Ctns of Copy Paper & 2 Doz Pens	197.97
46	7000	Office Supplies	1644 Warehouse Direct Inc	5095393-1	1 Dozen Pens	6.65
47	7000	Office Supplies	1644 Warehouse Direct Inc	5098163-0	Pens, Tape, Batteries, Etc.	144.41
48	7000	Office Supplies	6485 Tyler Business Forms	Invoice-63954	W9 and W2 Forms for Tax Year 2021	644.81
49	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111021	Water Delivered 10/14/2021	73.40
Total 30 - Finance						6,067.09

Community Development						
Division: 410 - Building & Code Enforcement						
50	6000	Professional Services	3337 HR Green Inc	147355	Task Order #1: Bldg Inspections & Plan Review Services Sept 2021	3,972.25
51	6000	Professional Services	6315 B&F Construction Code Services Inc	57192	Plan Review 09/02/2021 Project #1124064	869.37
52	6000	Professional Services	6315 B&F Construction Code Services Inc	57295	Plan Review 09/16/2021 Project #1124180	1,643.11
53	6000	Professional Services	6315 B&F Construction Code Services Inc	57439	Plan Review 09/30/2021 Project #1123758	250.00
54	6000	Professional Services	6315 B&F Construction Code Services Inc	57558	Plan Review 10/15/2021 Project #1124375	1,572.37
55	6000	Professional Services	6315 B&F Construction Code Services Inc	57572	Plan Review 10/18/2021 Project #1124427	869.37
56	6000	Professional Services	6315 B&F Construction Code Services Inc	57640	Plan Review 10/27/2021 Project #1123917	1,284.00
57	6000	Professional Services	6315 B&F Construction Code Services Inc	57671	Plan Review 11/02/2021 Project #1124491	869.37
58	6000	Professional Services	6315 B&F Construction Code Services Inc	57723	Plan Review 11/08/2021 Project #1124451	2,523.36
59	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	DP71457	79 Elevator Inspections 09/21-10/22/2021	560.00
60	6110	Printing Services	1106 Chromatech Printing Inc	9084/26131	Printing - CED Resale Inspection 2-Part Form 10/22/2021	141.00
61	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	27247R	Nuisance Abatement 34 Properties - Oct 2021	5,820.01
62	7000	Office Supplies	1644 Warehouse Direct Inc	5097950-0	4 Packs of Paper	66.92
63	7000	Office Supplies	1644 Warehouse Direct Inc	5098719-0	Notebook, Paper, Folder, Marker, Pens	436.94
64	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111021	Water Delivered 10/14/2021	84.89
Total 410 - Building & Code Enforcement						20,962.96

Division: 420 - Planning & Zoning						
65	6100	Publication of Notices	1050 Journal & Topics Newspapers	186565	Public Notice for PZB Meeting 11/09/21- Published 10/20/2021	77.90

City of Des Plaines

Warrant Register 12/06/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
66	7000	Office Supplies	1644 Warehouse Direct Inc	5084190-0	Labels, Folders, Pens	185.16
67	7000	Office Supplies	1644 Warehouse Direct Inc	5091144-0	1 Box of File Jackets	41.22
68	7000	Office Supplies	1644 Warehouse Direct Inc	C5084190-0	Credit for Wrong Size File Jackets Received	(28.29)
Total 420 - Planning & Zoning						275.99

Division: 430 - Economic Development						
69	6000	Professional Services	5215 CoStar Realty Information Inc	114863698-1	Nov 2021 Available Properties Database	398.79
Total 430 - Economic Development						398.79

Total 40 - Community Development						21,637.74
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Public Works & Engineering						
Division: 100 - Administration						
70	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000041335	Kronos User Fees - October 2021	181.50
71	6300	R&M Software	6646 Tracker Software Corporation	303-013	PubWorks Fleet Mod Purch/Data Conversion/Training 9/10-10/23/21	16,000.00
Total 100 - Administration						16,181.50

Division: 510 - Engineering						
72	5310	Membership Dues	5172 Association of State Floodplain Managers - ASFPM, The	Renewal 2022-24	Two Year Renewal for 1 Engineer 02/01/22-01/31/2024	50.00
Total 510 - Engineering						50.00

Division: 520 - Geographic Information Systems						
73	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	5547	Geographic Information System Support 10/01-10/31/2021	17,376.17
74	6195	Miscellaneous Contractual Services	1385 GIS Consortium	652	Fee to Support Shared Assets of GIS Property 01/01-12/31/2021	6,344.00
Total 520 - Geographic Information Systems						23,720.17

Division: 530 - Street Maintenance						
75	6175	Tree Plantings	1153 West Central Municipal Conference	0007172-IN	Fall Tree Planting Oct 2021, R-6-21	38,273.00
76	6175	Tree Plantings	1347 Lurvey Landscape Supply	T1-10417213	Crab Tree - Tree Planting Request 10/18/2021	309.75
77	6175	Tree Plantings	1347 Lurvey Landscape Supply	T1-10417333	2 Maple Trees - Parkway Tree Planting - 10/18/2021	670.00
78	6195	Miscellaneous Contractual Services	7409 Aquamist Plumbing & Lawn Sprinkling Co Inc	108382	Sprinkler Winterization - Northwest Hwy - 11/01/2021	600.00
79	6195	Miscellaneous Contractual Services	3361 G&L Contractors Inc	19-001897	Dumpster Enclosure Concrete Work - Metro Sq Alley - 11/04/202	4,200.00
80	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	207329	Turf Repairs - Cumberland Train Station - 10/15/2021, R-27-21	2,400.00
81	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	207332	Gateway Sign Landscape Design - 10/21/2021, R-27-21	845.00
82	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	207333	Landscape Design - Police Station - 10/21/2021, R-3-21	650.00
83	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	207345	Landscaping Design - Police Station - 10/06/2021	7,636.00

City of Des Plaines

Warrant Register 12/06/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
84	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	207346	Tree Rings Install/Mulch - Cumberland Circle - 10/22/2021, R-27-21	1,225.00
85	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	207347	Brick Paving - Lee St - 10/19/2021, R-27-21	1,575.00
86	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	207811	Supplemental Watering - Downtown - Oct 2021, R-3-21	1,100.00
87	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	207825	Watering Hours - October 2021 R-27-21	1,000.00
88	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	207826	Green Space Mowing - October 2021 - R-27-21	15,880.00
89	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	207828	TIF 1 Landscape Maintenance - October 2021 - R-3-21	2,356.00
90	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	207829	Fall Turf/Weed Control Applications - 10/31/2021, R-14-20	2,988.00
91	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	208741	Additional Greenspace Mowing - October 2021, R-27-21	1,180.00
92	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	208746	Irrigation Winterization - 11/08/2021 - R-3-21	1,867.00
93	6195	Miscellaneous Contractual Services	8417 Chicagoland Paving Contractors Inc	215701-F	Asphalt Milling/Resurfacing Repairs - PW - 11/11/2021, R-100-21	132,949.65
94	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS414885	Street Sweeping - Downtown - 10/28/2021, R-5-21	530.44
95	6325	R&M Street Lights	1044 H&H Electric Co	37749	Streetlight Repair - CIP Project - 09/14/2021, R-78-19	1,996.59
96	6325	R&M Street Lights	1044 H&H Electric Co	37750	Streetlight Repairs - 09/14/2021, R-78-19	840.90
97	6325	R&M Street Lights	1044 H&H Electric Co	37751	Streetlight Repairs - 09/22/2021, R-78-19	419.74
98	6325	R&M Street Lights	1044 H&H Electric Co	37752	Streetlight Repairs - 09/23/2021, R-78-19	1,605.83
99	6325	R&M Street Lights	1044 H&H Electric Co	37753	Repair/Relocate Handhole - Lee St - 09/24/2021, R-78-19	1,195.86
100	6325	R&M Street Lights	1044 H&H Electric Co	37754	Streetlight Cable Repair - Northeast Pl - 10/01/2021, R-78-19	194.04
101	6325	R&M Street Lights	1044 H&H Electric Co	37755	Streetlight Repairs - State & Stratford - 09/14/2021, R-78-19	506.71
102	6325	R&M Street Lights	1044 H&H Electric Co	37756	Streetlight & Pedestrian Crossing Repairs - 09/30/2021, R-78-19	1,047.68
103	7020	Supplies - Safety	1085 Alexander Equipment Company Inc	183135	Chainsaw Chaps & Saw Lanyard - PW	142.94
104	7020	Supplies - Safety	1085 Alexander Equipment Company Inc	183138	Safety Hook w/Latch - PW	22.08
105	7020	Supplies - Safety	1043 WW Grainger Inc	9098673354	Anti-Slip Tape - Message Board Steps	14.07
106	7050	Supplies - Streetscape	1732 Traffic Control & Protection Inc	110146	Reflectors, Bases w/Pins, & Anchor Bolts - Police Parking Lot	1,519.20
107	7050	Supplies - Streetscape	1057 Menard Incorporated	88653	4 Tubes Construction Adhesive	31.36
108	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10418754	3.0 Cu Yds Top Soil - Parkway Restorations - 10/27/2021	88.95
109	7055	Supplies - Street R&M	1732 Traffic Control & Protection Inc	107695	U Channel Sign Post	1,837.50
110	7055	Supplies - Street R&M	1732 Traffic Control & Protection Inc	110160	Turned Eye Bolt, Corner Bolt, & Foil Tape - Traffic Signs	857.15

City of Des Plaines

Warrant Register 12/06/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
111	7055	Supplies - Street R&M	8244 Des Plaines Ace Hardware	1414 2 Cans Spray Paint	10.06
112	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	85157 10.25 Tons Asphalt - Main Break Repairs - 09/03/2021	430.50
113	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	85437 2.14 Tons Asphalt-Potholes & 2 Loads of Broken Asphalt Disposal 09/03/2021	89.88
114	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	86299 38.32 Tons Asphalt & 3.0 Loads Disposal - 08/21/2021, R-38-21	1,609.44
115	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	87026 25.24 Tons Asphalt - Spot Patching - 09/27/2021	1,060.08
116	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	89780 1.06 Tons Asphalt - Potholes - 10/29/2021	44.52
117	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	90207 3.08 Tons Asphalt - Potholes - 11/03/2021, R-38-21	129.36
118	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	90335 1.57 Tons Asphalt - Potholes - 11/04/2021, R-38-21	65.94
119	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	90875 2.53 Tons Asphalt - Sewer & Potholes - 11/10/2021, R-38-21	106.26
120	7160	Ice Control	5364 Conserv FS Inc	65127837 100 Bags Sidewalk Salt - City Owned Buildings	1,184.00
121	7320	Equipment < \$5,000	1088 Atlas Bobcat LLC	QA5600 84" Snow Blade	3,056.00
Total 530 - Street Maintenance					238,341.48

Division: 535 - Facilities & Grounds Maintenance					
122	6000	Professional Services	7619 Henneman Engineering Inc	77979 HVAC Upgrades - City Hall - 10/01-10/31/2021	2,177.32
123	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	11-0981 Exterior Pest Control - City Hall & Police Station - 11/01/2021	80.00
124	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	11-0982 Interior Pest Control - City Hall & Police Station - 11/01/2021	193.00
125	6195	Miscellaneous Contractual Services	1666 Des Plaines Glass Company	12117 Exterior Reglaze - Train Station - 10/25/2021	810.00
126	6195	Miscellaneous Contractual Services	7350 JIJ Contracting Inc	142500 Masonry/Concrete Infill in Civic Deck Alley 03/26/2021	1,450.00
127	6195	Miscellaneous Contractual Services	7350 JIJ Contracting Inc	142712 Form Removal - Metro Sq Parking Garage - 03/30/2021	1,450.00
128	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4100030649 Mat Service - Metra Train Station - 10/27/2021	35.00
129	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4100706506 Mat Service - Metra Train Station - 10/03/2021	35.00
130	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4100706558 Mat Service - Police Station - 11/03/2021	122.24
131	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4101372617 Mat Service - Metra Train Station - 11/10/2021	35.00
132	6195	Miscellaneous Contractual Services	7146 JOS Services Inc	5051 Plumbing Repairs Fire Station 62 8/18/21	1,000.00
133	6195	Miscellaneous Contractual Services	7146 JOS Services Inc	5052 8/19/21 Plumbing Repairs Fire Station 62	1,000.00
134	6195	Miscellaneous Contractual Services	7146 JOS Services Inc	5053 8/20/21 Plumbing Repairs Fire Station 62	1,000.00
135	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	80554 Inspection & Rat Control - 1856 Illinois - 08/03/2021	65.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
136	6195	Miscellaneous Contractual Services	5214 State Industrial Products	902212552 Drain Maintenance Program 11/08/2021 - City Hall	109.27
137	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9503 Meter Pedestal Install/Cabling - Miner Water Tower - 11/09/2021	3,578.00
138	6315	R&M Buildings & Structures	1025 Bedco Inc	097423 HVAC Preventative Maintenance - Central - 10/20/2021, R-167-19	68.45
139	6315	R&M Buildings & Structures	1025 Bedco Inc	097424 Boiler Repairs - History Center - 10/22/2021, R-167-19	493.45
140	6315	R&M Buildings & Structures	1025 Bedco Inc	097453 HVAC Maintenance - PW Gun Range - 11/04/2021, R-167-19	390.95
141	6315	R&M Buildings & Structures	1025 Bedco Inc	097456 Boiler Repair - Maple PS - 10/26/2021, R-167-19	1,016.15
142	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	27697 HVAC Preventative Maint - 1486 Miner - 11/01/2021-01/31/2022	400.00
143	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	27698 HVAC Preventative Maint - Theater - 11/01/2021-01/31/2022	1,570.00
144	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	91505 Garage Door Repair - PW - 10/29/2021	296.00
145	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-49107-Y9Y0 Elevator Inspections - November 2021	700.00
146	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-49107-Y9Y0 Elevator Inspections - November 2021	700.00
147	6315	R&M Buildings & Structures	5635 Weber Group Management Inc	WG21-372 PW Building Asbestos Abatement 11/12- 11/14/21	19,500.00
148	7000	Office Supplies	1644 Warehouse Direct Inc	5094235-0 Labels, Calendars, Pads, Folders, Batteries, Clipboard - PW	144.00
149	7025	Supplies - Custodial	1029 Cintas Corporation	4100030693 Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	143.87
150	7025	Supplies - Custodial	1029 Cintas Corporation	4100706548 Scrapers, Cleaners, Paper Towels, Air Freshener, Soap, Etc. - PW	165.05
151	7025	Supplies - Custodial	1029 Cintas Corporation	4101372606 Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	143.87
152	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	2452049 Tools, Cordless Drill Batteries, Hex Key Set	170.07
153	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	7452086 Saw Blade	26.89
154	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	8452169 Tools Wire Strippers	26.97
155	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	89143A Drill Bit Set	32.98
156	7045	Supplies - Building R&M	7807 L&W Supply Corporation	1000832154-001 10 Cases Ceiling Tiles - City Hall 5th Floor	1,080.00
157	7045	Supplies - Building R&M	7807 L&W Supply Corporation	1000930778-001 7 Cartons Ceiling Tiles - City Hall Fifth Floor	756.00
158	7045	Supplies - Building R&M	7807 L&W Supply Corporation	1000954758-001 5 Cartons Ceiling Tiles - City Hall Fifth Floor	642.00
159	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1077621 Ball Bearing Hinge & Key Cut - PW	28.14
160	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1077638 12 Hinge Screws - Food Pantry	3.00
161	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1077782 3 Hinges - City Hall Fifth Floor	96.63
162	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1078131 Special Key Cut - Metra Train Station	6.45
163	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1078871 Lock Set - PW Street Garage	161.54

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164	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1078897	Cylinder Change for Lock at PW	74.64
165	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1079012	Lock Set - PW Garage	111.00
166	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1364	Roof Sealant - City Hall	23.38
167	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1411	Spray Paint - PW	4.49
168	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2626012	Apparatus Light Bulbs - Fire Station #61	311.68
169	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3452144	Light Bulbs, Electric Supplies - Fire Station #63	123.43
170	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4452136	Wall Plates, GFCI Outlets, Light Bulbs, Etc. - Fire Station #61	73.48
171	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5071583	U-Shaped Light Bulb - City Hall Fifth Floor	65.82
172	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6452100	Fluorescent Light Bulbs - Fire Station #61	20.84
173	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6521831	Cove Base Wall Adhesive - City Hall Fifth Floor	59.76
174	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	7432-3	25 Gals Paint - City Hall	193.86
175	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7452085	Plumbing Supplies - Fire Station #61	51.84
176	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8452166	12 Fluorescent Bulbs - City Hall	118.48
177	7045	Supplies - Building R&M	1057 Menard Incorporated	88313	Drill Bits & Door Sweep - Food Pantry	16.17
178	7045	Supplies - Building R&M	1057 Menard Incorporated	88773	Drywall, Paint, Screws, & Sandpaper - Fire Station #61	50.21
179	7045	Supplies - Building R&M	1057 Menard Incorporated	88856	LED Bulbs - Fire Station #62	44.97
180	7045	Supplies - Building R&M	1057 Menard Incorporated	89136	Utility Blades & Utility Knife - City Hall Fifth Floor	23.97
181	7045	Supplies - Building R&M	1057 Menard Incorporated	89142	Screws, Loctite, Spreader, Bolts, Paint, & Brush - IT	142.85
182	7045	Supplies - Building R&M	5214 State Industrial Products	902220385	12 Fragrance Packs - City Hall	108.16
183	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/053714	(4) 6V Batteries - PW	62.12
184	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/053715	4 Batteries - Fire Panel Transmitter	70.76
185	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/053762	5 Backlit Panels - City Hall Fifth Floor	324.95
186	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	N86971	Door Cable System - PW	975.91
187	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	P00032	Door Access Hardware - City Hall	1,800.00
188	7200	Other Supplies	1057 Menard Incorporated	89105	7 Cases Bottled Water - City Hall	20.44
Total 535 - Facilities & Grounds Maintenance						46,775.50

Division: 540 - Vehicle Maintenance						
189	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2160014	50 Tires Recycled - 11/06/2021	171.11
190	6135	Rentals	1029 Cintas Corporation	4100028313	Mechanic's Uniform Rental - 10/27/2021	183.59

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191	6135	Rentals	1029 Cintas Corporation	4100683620	Mechanic's Uniform Rental - 11/03/2021	183.59
192	6135	Rentals	1029 Cintas Corporation	4101361402	Mechanic's Uniform Rental - 11/10/2021	183.59
193	6195	Miscellaneous Contractual Services	8504 Verizon Connect Fleet USA LLC	380000021014	Vehicle Diagnostic System October 2021	617.60
194	6195	Miscellaneous Contractual Services	8481 Linde Gas & Equipment Inc	66732552	Cylinder Rental - 09/20-10/20/2021	687.61
195	6305	R&M Equipment	1085 Alexander Equipment Company Inc	183024	Oil Change & Service, R&R, & 6 Way Plug - PW 5041 - 10/29/2021	492.30
196	6305	R&M Equipment	2168 Petroleum Technologies Equipment, Inc	29912	OSFM Inspection/Triennial Testing - PW 5PW3 - 11/08/2021	1,695.00
197	6305	R&M Equipment	2168 Petroleum Technologies Equipment, Inc	29944	UST Triennial Testing & Overspill Test - PW 5PW3 - 11/12/2021	880.00
198	6305	R&M Equipment	6598 Cummins Inc	F2-6028	Generator Service & Load Bank Test - Police 6101 - 10/27/2021,	747.56
199	6305	R&M Equipment	6598 Cummins Inc	F2-6253	Generator Service - PW 9110 - 10/27/2021	516.33
200	6310	R&M Vehicles	2164 JB Metal Works Inc	19717	Tank Storage Cabinet - Fire 7522 - 11/02/2021	2,400.00
201	6310	R&M Vehicles	2164 JB Metal Works Inc	19721	Steel Fabrication 11/12/2021 - PW 5079	590.00
202	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	21737	Front End Alignment - PW 5089 - 11/03/2021	100.00
203	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_218669	Air Dryer, Brake Valves, & Brass Fittings - Fire 7801	583.13
204	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_220443	Pressure Protection Valve - Fire 7801	58.82
205	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0235770	36 Oil Filters - Police Stock	187.92
206	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0235802	Brake Pads - Police Stock	57.91
207	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0236825	Brake Pads - Police Stock	115.82
208	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0238192	Brake Pads, Rotors, & Air Filters - Police Stock	585.02
209	7040	Supplies - Vehicle R&M	1045 Havey Communications	11253	2 Park Modules - Police Stock & PD 6081	118.00
210	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133345356	Washer Solvent & Engine Oil	754.85
211	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133350140	Bulk Oil & Hydraulic Oil	1,150.50
212	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133350141	Penetrating Oil - Police Stock	99.36
213	7040	Supplies - Vehicle R&M	1080 Air One Equipment Inc	174081	3 Task Force Tip Spray Kits - Fire 7609	133.95
214	7040	Supplies - Vehicle R&M	3315 Regional Truck Equipment	228516	4 Eye Bolts - PW Stock	49.85
215	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-497366	Axel Seal - Police 6040	13.36
216	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-497702	Wheel Seal - Police 6040	8.43
217	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280127040	4 Tires - PW 5043	664.04

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218	7040	Supplies - Vehicle R&M	2168 Petroleum Technologies Equipment, Inc	29913 OSFM Inspection - City Hall - 11/08/2021	595.00
219	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	514571P Fuel Fill Pipe - Police 6091	193.34
220	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	514648P 2 Sensors & 2 Gaskets - Police 6073	181.40
221	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	514741P Fuel Fill Pipe - Fire 6519	193.34
222	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	515142P Tie Rod Tube & End - PW 5069	522.19
223	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	515180P Transmission Fluid - Police Stock	369.60
224	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	515786P Shift Cable - Police 6042	42.80
225	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	516071P Fuel Cap - PW 5101	20.00
226	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	802551 Core Deposit Return & Parts Return - PW	(82.61)
227	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	802553 Core Deposit Return - PW 5051	(133.34)
228	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	808960 2 Air Filters - PW Stock	88.88
229	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	811376 Returned A/C Tape - Fire 7801	(16.23)
230	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	811624 Returned Wheel Seals & Grommets - PW 5069	(104.12)
231	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	811694 Core Deposit Returns - PW 5069	(86.42)
232	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	811771 Core Deposit Return - PW	(82.50)
233	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	812665 Cabin Filter, 6 Air Filters, & Diesel Exhaust Fuel - PW Stock	313.25
234	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	812916 Brake Shoes, Pads, & Rotors - Police 6040	349.78
235	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	9317541 Brass Fittings, Drill Bits, Stainless Hardware, Etc. - Fire Stock	441.98
236	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	9361090 Wiring, Threadlocker, Sealant, Paint Sticks - PW Stock	432.24
237	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	9362029 Nylon Clamps, Cable Ties, Hose Clamps, Washers, Etc. - PW Stock	396.38
238	7040	Supplies - Vehicle R&M	1575 Pirtek O'Hare	OH-T00014492 JIC Elbow - PW 5120	6.40
239	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P12427 Stay Put Knob - Fire 7608	38.93
240	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P12764 Rocker Switches & Seat Belts - Fire 7608	267.54
241	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P12765 Brake Valve - Fire 7801	253.06
242	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101047048:01 Stabilizer Links, Nuts, Washers & Bushings - Fire 7706	227.02
243	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101047120:02 Belt Tensioner - Fire 7703	177.21
244	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101047120:03 Stabilizer Link & 2 Bushings - Fire 7703	102.54
245	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101049428:01 Control Arms, Plugs, & Seals - PW 5091	97.76

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246	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101049428:02	2 Control Arms & 4 Vent Plugs - PW Stock	60.84
247	7120	Gasoline	7349 Wex Inc	75515930	Fuel Purchases - PW, Fire, Police - Oct 2021	728.95
248	7130	Diesel	7349 Wex Inc	75515930	Fuel Purchases - PW, Fire, Police - Oct 2021	905.49
249	7320	Equipment < \$5,000	1450 Terrace Supply Co	70514624	Plasma Cutter, Filter Assembly, & Filter - Shop Equipment	530.12
Total 540 - Vehicle Maintenance						21,060.06

Total 50 - Public Works & Engineering	346,128.71
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Police Department						
Division: 610 - Uniformed Patrol						
250	5325	Training	1129 DuPage, College of	13376	Police Academy Training for 3 Recruits 9/13-12/17/2021	11,206.80
251	7300	Uniforms	1489 JG Uniforms Inc	25338	Uniforms for New Officer	706.10
252	7300	Uniforms	1489 JG Uniforms Inc	90542	Uniforms for New Officer	1,357.95
253	7300	Uniforms	1489 JG Uniforms Inc	90571	Uniforms for New Officer	1,357.95
254	7300	Uniforms	1489 JG Uniforms Inc	90740	Uniforms for New Officer	502.85
Total 610 - Uniformed Patrol						15,131.65

Division: 620 - Criminal Investigation						
255	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	10150188	Investigations Database 09/26-10/25/2021	100.00
256	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20211031	Investigations Database 10/1-10/31/2021	378.75
257	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	845287987	Investigations Database 10/1-10/31/2021	333.87
Total 620 - Criminal Investigation						812.62

Division: 630 - Support Services						
258	5325	Training	1265 NIPAS Northern Illinois Police Alarm Sys	14013	Annual NIPAS Training Meeting 11/10/2021 (7 Attendees)	203.00
259	6000	Professional Services	5975 Aero Removals Trisons Inc	21730A	Removal and Transport of 2 Deceased October 2021	700.00
260	6015	Communication Services	1139 Cook County of Illinois	10/07/2021	Wan & CABS Maintenance For 1/1-12/31/2020	2,501.40
261	6110	Printing Services	7941 Covius Document Services LLC	DK114187	250 Electronic Certified Mail Forms 10/21/2021	238.28
262	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8000296518	Shredding Services 08/20-10/29/2021	713.50
263	6300	R&M Software	8154 DACRA Tech LLC	DT 2021-10-50	DACRA Tech Software Support Fee 10/25/2021-10/24/2022	10,500.00
264	6305	R&M Equipment	1729 Triton Electronics Inc	7565	Calibrate, Re-Certify Radar/ Lidar Units 10/27/2021	1,640.50
265	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-21011-10	Oct 2021 Service Agreement for Range Cleaning and Maintenance	612.05
266	7000	Office Supplies	1644 Warehouse Direct Inc	5092979-0	Wall Calendars, Desk Calendars, Envelopes, Plastic Knives	234.11
267	7000	Office Supplies	1644 Warehouse Direct Inc	5096388-0	4 Boxes of Envelopes and 4 Packs of Napkins	70.76
268	7015	Supplies - Police Range	6851 Axon Enterprise Inc	INUS027738	3 TPPM Pinky Extender Batteries	213.18
269	7200	Other Supplies	1644 Warehouse Direct Inc	5086240-1	1 Carton of Paper Cups	89.68

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270	7200	Other Supplies	1644 Warehouse Direct Inc	5092979-0	Wall Calendars, Desk Calendars, Envelopes, Plastic Knives	37.77
271	7200	Other Supplies	1644 Warehouse Direct Inc	5096388-0	4 Boxes of Envelopes and 4 Packs of Napkins	27.80
272	7200	Other Supplies	1644 Warehouse Direct Inc	5098774-0	1 Carton of Plastic Forks and 1 Carton of Plastic Knives	37.77
273	7200	Other Supplies	1644 Warehouse Direct Inc	5098774-1	1 Carton of Plastic Forks	39.60
274	7200	Other Supplies	8243 Mallory Safety & Supply LLC	5212372	10 Packs of Prisoner Blankets	1,268.74
275	7300	Uniforms	5705 Artistic Engraving	17689	Life Saving Medals (23), Award Ribbons (28)	2,301.22
Total 630 - Support Services						21,429.36

Total 60 - Police Department	37,373.63
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Fire Department						
Division: 100 - Administration						
276	7000	Office Supplies	1644 Warehouse Direct Inc	5091159-0	2 Boxes Hanging Folders Yellow/Green	50.83
Total 100 - Administration						50.83

Division: 710 - Emergency Services						
277	5325	Training	1252 NIPSTA	25381010	Advanced Tech FF - Paramedic 11/29-12/03/2021	800.00
278	5325	Training	1252 NIPSTA	33393742	Misc Trainings Session-5 Paramedics, 2 Engrs 11/15/21-02/25/22	5,900.00
279	5325	Training	3792 Illinois, University of	UFIW2294	Advanced Tech FF /NFPA FF II Session-09/27/21 - Paramedic	970.00
280	6000	Professional Services	8192 Rebound	2025	Consulting-Orthopedic Patient Navigator Contract-November 2021	823.39
281	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8000191610	On Site Shredding Station 61 - 09/24/21	84.63
282	6300	R&M Software	8226 Target Solutions Learning, LLC	INV32377	96 Online Training Course Memberships-09/30/21-09/29/22	9,204.92
283	6305	R&M Equipment	1080 Air One Equipment Inc	174017	Nozzle Repair 10/21/21 - Station 61	148.25
284	6305	R&M Equipment	1947 Fire Service Inc	37021	Pump Test 11/03/21 - Engine 63	300.00
285	6305	R&M Equipment	1947 Fire Service Inc	37022	Pump Test 11/03/21 - Engine 61	300.00
286	6305	R&M Equipment	1947 Fire Service Inc	37023	Pump Test 11/03/21 - Engine 65	300.00
287	6305	R&M Equipment	1947 Fire Service Inc	37024	Pump Test 11/03/21 - Tower 61	300.00
288	6305	R&M Equipment	1947 Fire Service Inc	37025	Pump Test 11/03/21 - Engine 62	300.00
289	6305	R&M Equipment	1660 Safety-Kleen Systems Inc	87415875	Parts Washer Solvent - Station 61 - Service 11/01/21	159.00
290	7035	Supplies - Equipment R&M	2054 Breathing Air Systems	INV-OH2172	Repair Kit - Station 61 Air Compressor	58.64
291	7200	Other Supplies	1571 Welding Industrial Supply	2783105	5 Therapy Oxygen Cylinders	126.02
292	7200	Other Supplies	3297 Bound Tree Medical LLC	84276792	Trauma Bag Case, 6 Curaplex Laryngoscope Handles	665.53
293	7300	Uniforms	3212 On Time Embroidery Inc	88844	Job Shirt - Paramedic	76.00
294	7300	Uniforms	3212 On Time Embroidery Inc	88847	S/S Polo - Paramedic	46.00
295	7300	Uniforms	3212 On Time Embroidery Inc	88969	Job Shirt, 2 S/S Polos - Chief	149.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
296	7300	Uniforms	3212 On Time Embroidery Inc	89259 2 S/S Polos - Battalion Chief	84.00
297	7300	Uniforms	3212 On Time Embroidery Inc	89472 Alterations - Lieutenant	17.00
298	7300	Uniforms	3212 On Time Embroidery Inc	89473 4 S/S Polos, Top Cap - Division Chief	280.00
299	7300	Uniforms	3212 On Time Embroidery Inc	89494 2 S/S Polos - Engineer	94.00
300	7300	Uniforms	3212 On Time Embroidery Inc	89495 2 BDU Shorts - Paramedic	58.00
301	7300	Uniforms	3212 On Time Embroidery Inc	89823 3 S/S Polo - Engineer	141.00
302	7300	Uniforms	3212 On Time Embroidery Inc	90157 Quarter Zip Job Shirt - Deputy Chief	65.00
303	7300	Uniforms	3212 On Time Embroidery Inc	90491 Division Chief Shirt Badge - Division Chief	90.00
304	7300	Uniforms	3212 On Time Embroidery Inc	90494 Quarter Zip Job Shirt - Paramedic	71.00
305	7300	Uniforms	3212 On Time Embroidery Inc	90500 S/S Polo - Engineer	44.00
306	7300	Uniforms	3212 On Time Embroidery Inc	90501 Quarter Zip Job Shirt, 4 S/S Polos - Lieutenant	258.00
307	7300	Uniforms	3212 On Time Embroidery Inc	90603 8 Deputy Chief Staff Pins - Deputy Chief	176.00
308	7300	Uniforms	3212 On Time Embroidery Inc	91349 3 S/S Polos - Lieutenant	141.00
309	7300	Uniforms	3212 On Time Embroidery Inc	92001 Alterations - Division Chief	9.00
310	7300	Uniforms	3212 On Time Embroidery Inc	92002 Alterations - Battalion Chief	58.00
311	7300	Uniforms	3212 On Time Embroidery Inc	92024 2 S/S Polo, Job Shirt - Engineer	149.00
312	7300	Uniforms	3212 On Time Embroidery Inc	92028 2 Trousers - Paramedic	144.00
313	7300	Uniforms	3212 On Time Embroidery Inc	92030 3 S/S Polos, 2 L/S Polos - Paramedic	224.00
314	7300	Uniforms	3212 On Time Embroidery Inc	92031 2 S/S Polos, L/S Polo - Engineer	133.00
315	7300	Uniforms	3212 On Time Embroidery Inc	92263 6 T-Shirts - Paramedic	72.00
316	7300	Uniforms	3212 On Time Embroidery Inc	92746 Alterations - Lieutenant	19.00
317	7300	Uniforms	3212 On Time Embroidery Inc	92877 Knit Cap, 4 T-Shirts - Engineer	51.00
318	7300	Uniforms	3212 On Time Embroidery Inc	92878 Knit Cap, Twill Cap - Engineer	34.00
319	7300	Uniforms	3212 On Time Embroidery Inc	92879 6 T-Shirts, Knit Cap - Paramedic	92.00
320	7300	Uniforms	3212 On Time Embroidery Inc	92880 Jogger Oxford - Paramedic	89.00
321	7300	Uniforms	3212 On Time Embroidery Inc	92881 Cotton Shirt, Knit Cap, New Dimension Shirt - Battalion Chief	104.00
322	7300	Uniforms	3212 On Time Embroidery Inc	92882 3 T-Shirts, Knit Cap - Paramedic	42.00
323	7300	Uniforms	3212 On Time Embroidery Inc	92883 Jogger Oxford, Leather Belt - Lieutenant	115.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
324	7300	Uniforms	3212 On Time Embroidery Inc	92884	3 T-Shirts - Paramedic	27.00
325	7300	Uniforms	3212 On Time Embroidery Inc	92885	Knit Cap - Paramedic	20.00
326	7300	Uniforms	3212 On Time Embroidery Inc	92886	Quarter Zip Job Shirt, S/S Polo, 2 Station Pants - Lieutenant	229.00
327	7300	Uniforms	3212 On Time Embroidery Inc	92887	Quarter Zip Job Shirt - Battalion Chief	65.00
328	7300	Uniforms	3212 On Time Embroidery Inc	92931	Alterations - Paramedic	10.00
329	7300	Uniforms	3212 On Time Embroidery Inc	92932	Alterations - Lieutenant	28.00
330	7300	Uniforms	3212 On Time Embroidery Inc	92979	Academy Oxford - Lieutenant	62.00
331	7300	Uniforms	3212 On Time Embroidery Inc	93463	Trousers - Lieutenant	72.00
332	7300	Uniforms	3212 On Time Embroidery Inc	93466	Job Shirt - Paramedic	65.00
333	7300	Uniforms	3212 On Time Embroidery Inc	93467	2 Station Pants - Battalion Chief	112.00
334	7300	Uniforms	3212 On Time Embroidery Inc	93468	2 S/S Polos, 2 Station Pants - Paramedic	196.00
335	7300	Uniforms	3212 On Time Embroidery Inc	93469	3 Trousers, Pocketed Shorts - Lieutenant	235.00
336	7320	Equipment < \$5,000	1080 Air One Equipment Inc	174162	2 Task Force Tips - Squad 63	3,328.00
337	7320	Equipment < \$5,000	8470 H6 Tactical Inc	SI-107998A	43 Radio Straps, Holsters, Sway Straps, Embroidery-Station Wide	372.69
Total 710 - Emergency Services						28,387.07

Division: 720 - Fire Prevention						
338	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111021	Water Delivered 10/14/2021	30.93
339	7300	Uniforms	3212 On Time Embroidery Inc	90272	3 S/S Polos - Inspector	132.00
340	7300	Uniforms	3212 On Time Embroidery Inc	93464	Job Shirt, 2 Station Pants, 2 L/S Polos - Division Chief	287.00
Total 720 - Fire Prevention						449.93

Total 70 - Fire Department					28,887.83
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Department: 90 - Overhead						
341	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	253190	Collections for Services Oct 2021 - Ambulance Fees	10,484.62
Total 90 - Overhead						10,484.62

Total 100 - General Fund					512,433.86
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Fund: 201 - TIF #1 Downtown Fund						
342	8100	Improvements	8070 Walsh Construction Company II LLC	CivicDeck-P21R	Civic Deck Application #21 - 10/01-10/31/2021 - R-204-19	493,146.00
Total 201 - TIF #1 Downtown Fund						493,146.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 206 - TIF #6 Mannheim/Higgins Fund					
Program: 09A0 - 2009A Refunding 2003C/2004B					
343	8375	Bank/Trust/Agency Fees	1718 Amalgamated Bank of Chicago	1853486004-2021 Bank/Agency Fees Bond Series 2009A for 11/01/2021-10/31/2022	350.00
Total 09A0 - 2009A Refunding 2003C/2004B					350.00

Total 206 - TIF #6 Mannheim/Higgins Fund	350.00
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Fund: 230 - Motor Fuel Tax Fund						
344	6160	Street Crack Filling	6753 Denler Inc	20213730	Asphalt/Concrete Crack Sealing - 08/03-10/18/2021,R-79-21 Pymt 1	71,470.16
345	6165	Street Pavement Markings	8462 Marking Specialists Corporation	28454-1019	Pavement Marks/Reflector Repairs-PW - 09/22-09/30/2021, R-123-21	84,835.95
346	6330	R&M Traffic Signals	1139 Cook County of Illinois	2021-3	Traffic Signal Maint.-Dempster & Potter 07/01-09/30/2021	1,253.25
347	8100	Improvements	3099 Schroeder Asphalt Services Inc	2021-CIP-MFT-P4	R-88-21 2021 CIP Street & Utility Improvements 10/13-11/11/2021	733,714.65
348	8100	Improvements	1402 DiNatale Construction Inc	2021-Concrete-P7	R-82-21 2021 CIP Concrete Improvements 10/14-10/22/2021	6,119.23
Total 230 - Motor Fuel Tax Fund						897,393.24

Fund: 240 - CDBG Fund						
349	6604	CDBG Care Act Program	1169 Center of Concern	1111DPSB4	Small Business Assistance 09/26-11/11/2021 CDBG-B-20-MW-17-0009	18,417.50
350	6604	CDBG Care Act Program	1169 Center of Concern	1111ENTCV#3F	Public Service Fin Assistance 11/1-11/11/21 CDBG-B-20-MW-17-0009	1,111.59
Total 240 - CDBG Fund						19,529.09

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
351	6000	Professional Services	4001 Rick Hiton & Associates	10210008	Hazard Mitigation Program - 1 Home Appraisal 11/01/2021	350.00
352	6000	Professional Services	1123 Christopher B Burke Engineering LTD	170279	R-157-21 Engr Services for Area #4 Flood Imp 09/26-10/30/2021	7,336.50
353	6000	Professional Services	1126 Civiltech Engineering Inc	3556-07	R-26-21 Engr Svcs - Rand Rd Sidepath 09/25-10/29/2021	67,185.66
354	6000	Professional Services	8519 Wolin Law Group LLC	662-OLN0016	Legal Fees-Lee & Forest TL 1286 Lee St 09/29/2021	87.50
355	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	186316-OL60001	Legal Fees-Ballard Rd Sidepath 2250 Ballard Rd 08/05-08/30/2021	5,560.00
356	8100	Improvements	1206 Illinois, State of	124246	R-67-19 Construction-Lee-Forest Signalization 08/02-09/30/2021	57,717.41
357	8100	Improvements	1086 Arrow Road Construction Company	2020-A-P12	R-125-20 & R-168-21 Contractor 2020 CIP 09/24-11/05/2021	736,418.55
358	8100	Improvements	5423 KLF Enterprises	2021-Bend-P2	FEMA Pre-Disaster Mitigation Program Demolition 09/21-10/29/21 - R-33-21	51,483.15
Total 2520 - Capital Grants						926,138.77

Total 250 - Grant Projects Fund	926,138.77
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Fund: 260 - Asset Seizure Fund						
Program: 2620 - DEA						
359	7300	Uniforms	1164 Uniform Den East Inc	75682	(3) Helix Brand Level II Ballistic Vests - (3) New Officers	1,510.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
360	7300	Uniforms	1164 Uniform Den East Inc	77081	(19) Helix Brand Level II Ballistic Vests	8,668.15
361	7300	Uniforms	1164 Uniform Den East Inc	77081	(19) Helix Brand Level II Ballistic Vests	140.00
362	7550	Miscellaneous Expenses	1164 Uniform Den East Inc	77081	(19) Helix Brand Level II Ballistic Vests	142.30
363	8010	Furniture & Fixtures	6072 Direct Fitness Solutions LLC	0245827-IN	1,450 Sq Ft. of Rubber Floor Tiles	6,233.94
364	8015	Equipment	1047 Home Depot Credit Svcs	9974426	Conduit, Cord Cover, Clamps for Smart Board	63.23
Total 2620 - DEA						16,757.62

Program: 2640 - Forfeit						
365	6305	R&M Equipment	6917 Elastec Inc	0038001-IN	Replacement Push Plate, Stir Rod, Spark Screen for Incinerator 10/27/2021	233.13
Total 2640 - Forfeit						233.13

Total 260 - Asset Seizure Fund						16,990.75
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Fund: 400 - Capital Projects Fund						
366	6000	Professional Services	7623 UrbanHydro Engineering Inc	168	2021 FEMA BRIC Grant Sup-Appl-New Fire Sta 10/01-10/31/2021	3,300.00
367	6000	Professional Services	1079 AECOM Technical Services Inc	2000558570	R-126-21 Professional Engr Svcs-Task Order #4 10/09-11/05/2021	27,989.50
368	6000	Professional Services	1199 Spaceco Inc	87091	R-104-21 Engr Svcs - Task Order 1 09/26-10/30/2021	22,815.00
369	6000	Professional Services	2436 Haeger Engineering LLC	88054	2022 Topographic Survey and Drafting 09/23-10/22/2021	5,000.00
370	6000	Professional Services	2436 Haeger Engineering LLC	88166	2022 Topographic Survey and Drafting 10/24-11/15/2021	2,460.75
371	8100	Improvements	1086 Arrow Road Construction Company	2020-A-P12	R-125-20 & R-168-21 Contractor 2020 CIP 09/24-11/05/2021	9,445.41
372	8100	Improvements	1328 John Neri Construction Company Inc	2021-A-P6	R-81-21 2021 CIP Street & Utility Improvements 10/08-11/05/2021	367,403.05
Total 400 - Capital Projects Fund						438,413.71

Fund: 410 - Equipment Replacement Fund						
Department: 00 - Non Departmental						
373	8020	Vehicles	5733 Roesch Ford	DP15188	Vehicle Purchase - PW 5064 - 10/26/2021	45,259.00
Total 00 - Non Departmental						45,259.00

Department: 60 - Police Department						
374	8020	Vehicles	1146 Currie Motors Frankfort Inc	E8976	(1) 2021 Ford Interceptor AWD Vehicle	33,574.00
Total 60 - Police Department						33,574.00

Total 410 - Equipment Replacement Fund						78,833.00
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Fund: 420 - IT Replacement Fund						
375	8005	Computer Hardware	1035 Dell Marketing LP	10532796751	3 Dell OptiPlex 5090	2,180.43
Total 420 - IT Replacement Fund						2,180.43

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 430 - Facilities Replacement Fund					
376	6000	Professional Services	2436 Haeger Engineering LLC	88087 Utility As Built Drawings Civic Deck 9/29/21-10/27/21	1,660.00
377	6315	R&M Buildings & Structures	7350 JLI Contracting Inc	142559 Glass Block Install - Theater Bathroom - 06/11/2021	9,280.00
378	6315	R&M Buildings & Structures	1338 L Marshall Incorporated	23673 Gutter Cover Fabrication/Install for Theatre 10/26/2021	990.00
379	6315	R&M Buildings & Structures	7146 JOS Services Inc	3675 1/11/21 Plumbing Repairs Theatre	1,000.00
380	6315	R&M Buildings & Structures	7146 JOS Services Inc	3676 1/12/21 Plumbing Repairs Theatre	1,000.00
381	6315	R&M Buildings & Structures	7146 JOS Services Inc	3677 1/13/21 Plumbing Repairs Theatre	1,000.00
382	6315	R&M Buildings & Structures	7146 JOS Services Inc	3678 1/14/21 Plumbing Repairs Theatre	1,000.00
383	6315	R&M Buildings & Structures	7146 JOS Services Inc	3679 1/15/21 Plumbing Repairs Theatre	1,000.00
384	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9502 Timer Install for Theatre Marquee 11/09/2021	1,988.00
385	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	992812 Gas Pipe Extension - Theatre - 10/28/2021	2,754.00
386	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	992830 FINAL Storefront HVAC Pay App #7- Theater - 11/01/2021, R-52-20	37,241.40
387	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1078075 Keys for Theatre	38.70
388	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1078606 Keys for 1486 Miner	6.45
389	7045	Supplies - Building R&M	1941 Global Equipment Company	118366924 Mesh Panel and Hardware for Civic Deck	385.80
390	7045	Supplies - Building R&M	1941 Global Equipment Company	118370736 Top Cap Mounting Rail for Civic Deck	318.29
391	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2452050 Signs for the Bathrooms at the Theater	49.25
392	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3452041 Ticket Booth at the Theater - Floor Supplies	67.35
393	7045	Supplies - Building R&M	1057 Menard Incorporated	88425 Restroom Signs for Theatre	15.96
394	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/053533 Electric Supplies for Disconnect on Stage at the Theater	118.02
395	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/053535 Electric Supplies for Disconnect on Stage at the Theater	517.57
396	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/053541 Electric Supplies for the Theater	32.14
397	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/053549 Knockout Plugs for the Theater Electric Boxes	9.33
398	7045	Supplies - Building R&M	1208 Steiner Electric Company	S007014556.001 Electric Supplies for Theater	1,738.66
399	7045	Supplies - Building R&M	1208 Steiner Electric Company	S007014556.002 Floor Box Cover for Theatre	12.02
400	7045	Supplies - Building R&M	1208 Steiner Electric Company	S007017320.001 Conduit for Civic Deck	1,773.40
401	8100	Improvements	8070 Walsh Construction Company II LLC	CivicDeck-P21R Civic Deck Application #21 - 10/01-10/31/2021 - R-204-19	310,836.00
Total 430 - Facilities Replacement Fund					374,832.34

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 500 - Water/Sewer Fund					
Non Departmental					
Division: 000 - Non Divisional					
402	4601	New Construction - Sale of Water	1805 Pine Park Homeowner's Assn	Refund 11/02/21 Hydrant Meter Usage Refund 11/02/2021	(528.61)
403	4601	New Construction - Sale of Water	6471 Winters Landscape - Christen	Refund 11/04/21 Hydrant Meter Usage Refund 11/03/2021	(44.07)
Total 000 - Non Divisional					(572.68)

Division: 550 - Water Systems						
404	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	85437	2.14 Tons Asphalt-Potholes & 2 Loads of Broken Asphalt Disposal 09/03/2021	100.00
405	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	86299	38.32 Tons Asphalt & 3.0 Loads Disposal - 08/21/2021, R-38-21	150.00
406	6115	Licensing/Titles	4319 Strzelecki, David M	Reimb 09/01/2021	CDL License - Water Operator - 09/01/2021 - Exp 02/06/2026	35.00
407	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	189416	IEPA Testing - 05/04-05/25/2021	780.00
408	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	196020	IEPA Testing - 10/05-10/26/2021	2,076.00
409	6195	Miscellaneous Contractual Services	6738 Maul Paving Inc	2021-1665	Crack Sealing - Central Pump Station - 10/21/2021	1,410.00
410	6195	Miscellaneous Contractual Services	6738 Maul Paving Inc	2021-1705	Additional Seal Coating - Central Pump Station - 11/01/2021	1,000.00
411	6195	Miscellaneous Contractual Services	5400 Dahme Mechanical Industries Inc	20210293	Expansion Joint Replacement - Central Rd - 09/03-09/09/2021	1,888.75
412	6195	Miscellaneous Contractual Services	5400 Dahme Mechanical Industries Inc	20210302	Pipe Insulation Repairs - 10/07/2021	1,001.50
413	6195	Miscellaneous Contractual Services	5400 Dahme Mechanical Industries Inc	20210318	9 Backflow Inspections - 10/22/2021	1,890.00
414	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	210517	32 Meter Bench Tests - 09/28/2021	816.00
415	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	210519	Meter Bench Test - 10/01/2021	25.50
416	6195	Miscellaneous Contractual Services	4031 Giant Maintenance & Restoration Inc	4464	250 Hydrants Painted - 10/12-10/29/2021	19,212.50
417	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9495	Air Fiber Dish Install - Central Pump Station - 09/11-09/29/2021	14,905.00
418	6195	Miscellaneous Contractual Services	6992 Core & Main LP	P852992	Water Meter Purchases/Installs - 10/04-10/17/2021, R-9-21	9,859.00
419	6195	Miscellaneous Contractual Services	6992 Core & Main LP	P861675	Water Meter Purchases/Installs - 10/18-10/24/2021, R-9-21	2,783.00
420	6305	R&M Equipment	6598 Cummins Inc	F2-6028	Generator Service & Load Bank Test - Police 6101 - 10/27/2021,	868.17
421	6305	R&M Equipment	6598 Cummins Inc	F2-6253	Generator Service - PW 9110 - 10/27/2021	599.64
422	6305	R&M Equipment	1154 West Side Tractor Sales	L87711	Hydraulic Leak Repair - PW 9014 - 11/01/2021	1,289.59
423	6305	R&M Equipment	1154 West Side Tractor Sales	L87884	Hydraulic Leak Repair - PW 9014 - 11/11/2021	2,424.07
424	6310	R&M Vehicles	4280 Rush Truck Centers of Illinois Inc	3025508972	Engine Repair - PW 9031 - 11/05/2021	3,544.15
425	6315	R&M Buildings & Structures	3326 A-1 Roofing Co	33342	Roof Leak Repair - Maple PS - 10/22/2021	665.00
426	7020	Supplies - Safety	1043 WW Grainger Inc	9096969572	Flammable Cabinet	673.26
427	7020	Supplies - Safety	1043 WW Grainger Inc	9097762034	Horizontal Cylinder Storage	530.95

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428	7020	Supplies - Safety	1192 Sherwin Industries Inc	SS091394	6 Sidewalk Closed Signs	310.40
429	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	1410	4 Key Holders & 5 Key Bands - Water	20.16
430	7035	Supplies - Equipment R&M	6244 Valvoline LLC	133350140	Bulk Oil & Hydraulic Oil	805.35
431	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	1391	Batteries	26.08
432	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	813127	6 Hose Fittings & Hose - PW 9037	635.36
433	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	N14604	Cap Screw & Nuts - PW 9014	64.41
434	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133345356	Washer Solvent & Engine Oil	40.00
435	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1421	Batteries for Door Opener - Water Dept	16.19
436	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1428	Water Nozzle & Hose - Water	19.78
437	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4452128	Replacement Battery - Central PS	22.47
438	7045	Supplies - Building R&M	1043 WW Grainger Inc	9096330254	15 Light Bulbs - Maple Pump Station	59.55
439	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/053466	Emergency Light Battery - Central Pump Station	112.29
440	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10412997	700 Rolls Sod & 25 Lbs Grass Seed - 09/23/2021	82.50
441	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10418192	1.0 Cu Yds Top Soil - Parkway Restoration - 10/22/2021	17.05
442	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10419243	0.5 Cu Yd Top Soil - Restorations - 11/01/2021	17.05
443	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	1282	Fasteners	22.15
444	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	1288	Fasteners	1.79
445	7070	Supplies - Water System Maintenance	1702 Diamond Paint & Home Center LLC	220000008045	Bollard Paint - Oakton & Central	49.64
446	7070	Supplies - Water System Maintenance	1702 Diamond Paint & Home Center LLC	220000008428	Hydrant Paint & Brush	139.26
447	7070	Supplies - Water System Maintenance	3781 Smith Ecological Systems Company	23589	Chlorine System Injector	604.94
448	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	255871-000	2 Valve Box Risers & Water Cover	142.00
449	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P905455	Repair Clamps & Fittings	2,432.00
450	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P936427	Valve Box Riser	22.50
451	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	11012021	Wholesale Water Purchase - October 2021 - 11/01/2021, R-183-14	339,658.20
452	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	46913	9 Chlorine Cylinders	1,679.00
453	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	46914	5 Chlorine Cylinders	1,062.50
454	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	46983	Credit for Returned Cylinders	(400.00)
455	7320	Equipment < \$5,000	2513 Lee Jensen Sales Co	0013227-00	6 Blue Gator Mats - Excavators	980.00

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456	8015	Equipment	1322 Insight Public Sector	1100881726	28 Panasonic Cameras	17,200.68
Total 550 - Water Systems						434,370.38

Division: 560 - Sewer Systems						
457	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	194012	Weather Forecasting - November 2021	150.00
458	6195	Miscellaneous Contractual Services	6738 Maul Paving Inc	2021-1706	Crack Sealing - Levee 50 Driveway - 11/01/2021	1,410.00
459	6195	Miscellaneous Contractual Services	5737 Jamerson & Bauwens Electrical Contractors Inc	85438	Pump #2 Inspection - Levee 50 - 09/30/2021	1,223.00
460	6305	R&M Equipment	8348 Infosense Inc	3243	SL-RAT Repairs - 11/02/2021	14,269.90
461	6305	R&M Equipment	6598 Cummins Inc	F2-6028	Generator Service & Load Bank Test - Police 6101 - 10/27/2021,	534.28
462	6305	R&M Equipment	6598 Cummins Inc	F2-6253	Generator Service - PW 9110 - 10/27/2021	369.02
463	6505	Subsidy - Sewer Lateral Program	8508 Dietze, Diana L	SLP21-015	Sewer Rebate 11/1/21	4,000.00
464	6505	Subsidy - Sewer Lateral Program	8507 Camacho, Cody	SLP21-016	Sewer Rebate 11/1/21	2,205.00
465	6505	Subsidy - Sewer Lateral Program	8506 Proutsos, Harry	SLP21-017	Sewer Rebate 11/1/21	2,490.00
466	6505	Subsidy - Sewer Lateral Program	8509 Franiuk, John S	SLP21-018	Sewer Rebate 11/1/21	100.00
467	6510	Subsidy - Flood Assistance	8511 Patel, Ashok	FRP21-027	Flood Rebate 11/1/21	2,000.00
468	6510	Subsidy - Flood Assistance	8514 Periaswamy, Daniel H	FRP21-028	Flood Rebate 11/1/21	1,170.00
469	6510	Subsidy - Flood Assistance	8515 Smith, Diane C	FRP21-029	Flood Rebate 11/1/21	2,000.00
470	6510	Subsidy - Flood Assistance	8516 Swiatek, Margaret	FRP21-030	Flood Rebate 11/1/21	2,000.00
471	6510	Subsidy - Flood Assistance	8517 Pelinski, James J	FRP21-031	Flood Rebate 11/1/21	2,000.00
472	6510	Subsidy - Flood Assistance	8512 Courtney, Ryan	FRP21-032	Flood Rebate 11/1/21	2,000.00
473	6510	Subsidy - Flood Assistance	8510 Mlynarska, Magdalena W	FRP21-033	Flood Rebate 11/1/21	1,350.00
474	6510	Subsidy - Flood Assistance	8513 Baldwin, Lynette M	FRP21-034	Flood Rebate 11/1/21	1,859.91
475	7020	Supplies - Safety	1192 Sherwin Industries Inc	SS091394	6 Sidewalk Closed Signs	310.41
476	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	1422	Saw Blade	17.99
477	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	7033204	Parts & Supplies - Sewer Department	289.72
478	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133345356	Washer Solvent & Engine Oil	28.32
479	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133350140	Bulk Oil & Hydraulic Oil	345.15
480	7050	Supplies - Streetscape	1437 Des Plaines Material & Supply LLC	454246	2.0 Cu Yds Top Soil - Sewer Repair Restorations 10/13/2021	68.64
481	7050	Supplies - Streetscape	1437 Des Plaines Material & Supply LLC	454305	3.0 Cu Yds Top Soil - Sewer Restorations - 10/13/2021	102.96
482	7050	Supplies - Streetscape	1437 Des Plaines Material & Supply LLC	458314	2.0 Cu Yds Top Soil - 1011 Wicke - 11/05/2021	68.64

City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
483	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	1420	Coupling & Pipe	19.41
484	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	459356	Replacement Sump Pump for Columbia Lift Station	265.22
485	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890287566	1.25 Cu Yds Asphalt - 2086 Craig/665 Van Buren - 11/09/2021	172.69
486	7200	Other Supplies	8244 Des Plaines Ace Hardware	1373	8-Pack of D Batteries	14.39
487	7320	Equipment < \$5,000	2513 Lee Jensen Sales Co	0013227-00	6 Blue Gator Mats - Excavators	980.00
488	7320	Equipment < \$5,000	1202 Standard Equipment Co	P32136	New Controller for Vactor	1,104.93
Total 560 - Sewer Systems						44,919.58

Division: 580 - CIP - Water/Sewer						
489	6000	Professional Services	5995 Wunderlich-Malec Services Inc	18731	Propagation Study TO #4 - 09/22-10/15/2021, R-146-21	46,632.00
490	6000	Professional Services	1606 Dixon Engineering Inc	21-8444	Design Install & Inspect - Miner Tank - 09/03/2021, R-41-20	1,750.00
491	6000	Professional Services	1606 Dixon Engineering Inc	21-8764	Eng-Sprint Antenna Pre-Decommission Mtg - 11/03/2021, R-41-20	1,000.00
492	6000	Professional Services	1647 RJN Group Inc	35460604	TO#6 Stormwater Plan Phase 1 - 10/4-10/29/2021, R-18-20	4,840.00
493	8100	Improvements	1328 John Neri Construction Company Inc	2021-A-P6	R-81-21 2021 CIP Street & Utility Improvements 10/08-11/05/2021	203,036.10
494	8100	Improvements	3099 Schroeder Asphalt Services Inc	2021-CIP-MFT-P4	R-88-21 2021 CIP Street & Utility Improvements 10/13-11/11/2021	36,241.46
Total 580 - CIP - Water/Sewer						293,499.56

Total 00 - Non Departmental						772,216.84
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Department: 30 - Finance						
495	6025	Administrative Services	7615 Sebis Direct Inc	35829	Utility Bill Rendering Services - Drop Dates 10/18 & 10/22/2021	1,013.57
496	6025	Administrative Services	7961 BridgePay Network Solutions LLC	8821	Utility Web & Business License Transaction Fee for Oct 2021	234.50
Total 30 - Finance						1,248.07

Total 500 - Water/Sewer Fund						773,464.91
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Fund: 510 - City Owned Parking Fund						
497	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	310091321002	Construction & Insp-Metro/Library - 10/01-10/28/2021, R-15-21	2,900.00
498	6315	R&M Buildings & Structures	4923 J Gill & Company	2357	Maintenance Repairs - Civic Deck 10/1-10/21/2021, R-99-21 Pmt 2	45,989.50
499	7060	Supplies - Parking Lots	2313 City Electric Supply Company (CES)	DEP/053435	Battery for Metro Deck Emergency Lights	148.50
Total 510 - City Owned Parking Fund						49,038.00

Fund: 610 - Health Benefits Fund						
500	6195	Miscellaneous Contractual Services	8374 Wex Health Incorporated	0001425698-IN	Commuter & FSA Monthly Fees October 2021	572.75
Total 610 - Health Benefits Fund						572.75

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 700 - Escrow Fund					
501	2464	Hydrant Deposits	1805 Pine Park Homeowner's Assn	Refund 11/02/21 Hydrant Meter Usage Refund 11/02/2021	1,100.00
502	2464	Hydrant Deposits	6471 Winters Landscape - Christen	Refund 11/04/21 Hydrant Meter Usage Refund 11/03/2021	1,100.00
503	2464	Hydrant Deposits	1086 Arrow Road Construction Company	Refund 11/19/21 Hydrant Meter Usage Refund 11/19/2021	1,100.00
504	2486	Additional Contracts - Engineering	3099 Schroeder Asphalt Services Inc	2021-CIP-MFT-P4 R-88-21 2021 CIP Street & Utility Improvements 10/13-11/11/2021	5,471.07
505	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	186565 Public Notice for PZB Meeting11/09/21- Published 10/20/2021	77.90
506	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	186565 Public Notice for PZB Meeting11/09/21- Published 10/20/2021	77.89
Total 700 - Escrow Fund					8,926.86
Grand Total					4,592,243.81

City of Des Plaines

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Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
City Administration					
Division: 230 - Information Technology					
507	6015	Communication Services	1010 AT&T Mobility	28702533395911 21	Communications Services 10/04-11/03/2021
Total 230 - Information Technology					135.92
Total 20 - City Administration					135.92
Public Works & Engineering					
Division: 540 - Vehicle Maintenance					
508	6195	Miscellaneous Contractual Services	7631 T-Mobile USA Inc	965199112-Oct21	Vehicle Positioning System 09/21-10/20/2021 FINAL BILL
Total 540 - Vehicle Maintenance					252.00
Total 50 - Public Works & Engineering					252.00
Police Department					
Division: 630 - Support Services					
509	6015	Communication Services	1009 AT&T	847R18054610-21	Communications Services 10/28-11/27/2021
510	6015	Communication Services	1032 Comcast	11/10/21 x7069	Internet/Cable Service for 11/10-12/09/2021
Total 630 - Support Services					272.08
Total 60 - Police Department					272.08
Total 100 - General Fund					660.00
Grand Total					660.00

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JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Elected Office					
Division: 110 - Legislative					
511	7310	Publications	1050 Journal & Topics Newspapers	PC - 32166	October 2021 Online Newspaper Subscription - Mayor's Office5.99
512	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 32167	Strategic Planning Session Lunch 10/02/2021299.15
Total 110 - Legislative					305.14

Division: 120 - City Clerk						
513	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 32203	Hotel for City Clerk - Municipal Clerks Conf 10/10-10/15/21	672.00
Total 120 - City Clerk						672.00

Total 10 - Elected Office					977.14
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City Administration						
Division: 210 - City Manager						
514	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 32215	Zoom Subscription 10/26/21-11/25/21 - City Manager	14.99
Total 210 - City Manager						14.99

Division: 230 - Information Technology						
515	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 32259	DPCitynet.com Domain Renewal 10/6/21 - 10/5/22	85.96
516	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 32262	Monthly Secure Express Renewal 10/18/21 - 11/16/21	7.99
517	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 32272	Tasteofdesplaines.net Domain Renewal 10/23/21 - 10/22/22	85.96
518	6300	R&M Software	5898 CrushFTP LLC	PC - 32269	Crush FTM Maintenance Support 9/9/21 - 9/9/22	250.00
519	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32257	Amazon Basics Laptop Bags for City Use	157.00
520	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32258	APC Network Management Card for City Use	164.84
521	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32260	Western Digital 500GB Drives for City Use	564.10
522	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32261	Hoop and Loop Fastening Tape for City Use	61.40
523	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32264	Quad Lock Desk Mount for City use	49.95
524	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32265	Quad Lock iPhone Case for City Use	34.90
525	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32266	Quad Lock iPhone Case for City Use	34.90

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
526	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32267	USB 3.0 Multi-Card Reader for Police Department	89.04
527	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32268	Quad Lock Wireless Charging Head, Case and Stand for City Use	94.85
528	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32271	Quad Lock iPhone Case for City Use	119.80
529	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32273	Logitech Wireless Keyboard / Mouse Combo for City Use	160.54
Total 230 - Information Technology						1,961.23

Division: 240 - Media Services						
530	6108	Public Relations & Communications	4348 Amazon.Com	PC - 32169	Theater Reception Candle Holders	60.74
531	6108	Public Relations & Communications	7759 Vistaprint Netherlands BV	PC - 32170	Theater Reception Giveaway Labels	167.59
532	6108	Public Relations & Communications	4444 Misc Vendor for Procurement Card	PC - 32171	Theater Reception Cake Final Payment 10/28/2021	250.00
533	6108	Public Relations & Communications	4444 Misc Vendor for Procurement Card	PC - 32176	Theater Reception Giveaways	268.92
534	6108	Public Relations & Communications	1076 Sam's Club Direct	PC - 32177	Theater Reception Supplies	68.51
535	6108	Public Relations & Communications	4444 Misc Vendor for Procurement Card	PC - 32179	Theater Reception Cake Deposit 10/28/2021	245.00
536	6108	Public Relations & Communications	1076 Sam's Club Direct	PC - 32180	Additional Theater Reception Sheet Cake	18.98
537	6108	Public Relations & Communications	8486 National Engravers Inc	PC - 32211	Theater Plaque Deposit 10/05/2021	550.00
538	6108	Public Relations & Communications	8486 National Engravers Inc	PC - 32213	Theater Plaque Final Payment 10/27/2021	543.98
539	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 32172	Youth Commission Trunk or Treat Supplies 10/31/2021	28.98
540	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 32174	Youth Commission Tree Lighting Supplies 12/03/2021	24.98
541	6535	Subsidy - Youth Commission	6928 Fun Express LLC	PC - 32175	Youth Commission Tree Lighting Supplies 12/03/2021	77.21
542	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 32178	Holiday Hoopla Supplies 12/03/2021	38.97
543	7310	Publications	1456 Chicago Tribune	PC - 32209	Online Subscription Media Services 10/01-10/28/2021	7.96

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
544	7310	Publications	1456 Chicago Tribune	PC - 32210 Online Subscription City Manager 09/30-10/27/2021	15.96
545	7310	Publications	1456 Chicago Tribune	PC - 32212 Online Subscription Elected Office 09/29-10/26/2021	15.96
546	7310	Publications	1456 Chicago Tribune	PC - 32214 Online Subscription Media Services 09/03-09/30/2021	7.96
Total 240 - Media Services					2,391.70

Division: 250 - Human Resources					
547	5325	Training	4444 Misc Vendor for Procurement Card	PC - 32193 My AudioEducator-Prepare for I-9 Audits Webinar 10/06/2021	249.00
548	5325	Training	4444 Misc Vendor for Procurement Card	PC - 32196 Credit 10/6/21 My AudioEducator- Prepare for I-9 Audits Webinar	(249.00)
549	5335	Travel Expenses	5410 Eagle Ridge Resort	PC - 32201 Hotel 10/23-10/27/21 IPELRA Annual Conference-Dir of HR	366.78
550	6100	Publication of Notices	7034 American Planning Association - Illinois Chapter	PC - 32194 ILAPA Job Posting-Asst Dir CED 10/13-11/03/2021	100.00
551	6100	Publication of Notices	4395 IllinoisDiversity.com	PC - 32195 DiversityJobs Job Posting 10/20/21 Comm and Econ Dev-Exec Asst	295.00
552	6100	Publication of Notices	1440 IGFOA IL Government Finance Officers Assoc	PC - 32202 Junior Financial Analyst Job Posting 08/27-09/22/2021	250.00
553	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 32197 Zoom Subscription 10/22/21- 10/21/22 for HR	149.90
Total 250 - Human Resources					1,161.68

Division: 260 - Health & Human Services					
554	6110	Printing Services	5500 4imprint Inc	PC - 32168 Giveaways for Health and Human Services 09/17/2021	451.61
Total 260 - Health & Human Services					451.61

Total 20 - City Administration					5,981.21
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Department: 30 - Finance					
555	6000	Professional Services	1737 GFOA Government Finance Officers Assoc	PC - 32276 Application Fee for 2020 PAFR Award	250.00
556	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 32274 1 Uniform Shirt for Finance Employee	28.16
557	7500	Postage & Parcel	1700 United States Postal Service	PC - 32277 18 Certified Mail Notice to Taxing Dists-Termination TIF 1	74.98
Total 30 - Finance					353.14

Community Development					
Division: 420 - Planning & Zoning					
558	5335	Travel Expenses	4429 Amtrak	PC - 32219 Train Ticket Joliet IL to Bloomington IL 10/05/2021- Planner 1	16.00

City of Des Plaines

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JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
559	5335	Travel Expenses	4429 Amtrak	PC - 32220	Train Ticket Bloomingdale IL to Joliet IL 10/05/2021-Planner 1	17.00
560	7000	Office Supplies	1066 Office Depot	PC - 32275	2 Packs of Tab Dividers for CED	77.94
561	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 32236	Office Chair Mat for CED	72.95
Total 420 - Planning & Zoning						183.89

Total 40 - Community Development	183.89
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Public Works & Engineering						
Division: 535 - Facilities & Grounds Maintenance						
562	5325	Training	4444 Misc Vendor for Procurement Card	PC - 32239	Electrical Training Class - 2 Maintenance Operators-10/12/2021	1,190.00
563	6195	Miscellaneous Contractual Services	4444 Misc Vendor for Procurement Card	PC - 32241	Building Downspout Repair - 10/13/2021	250.00
564	6315	R&M Buildings & Structures	7689 Ambius	PC - 32173	Plant Maintenance October 2021	361.94
565	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 32240	Spare Bulbs for Theatre Mezzanine	123.03
Total 535 - Facilities & Grounds Maintenance						1,924.97

Division: 540 - Vehicle Maintenance						
566	5325	Training	4348 Amazon.Com	PC - 32181	Test Manuals	139.98
567	6195	Miscellaneous Contractual Services	1741 Praxair Distribution Inc	PC - 32192	Cylinder Rental - 8/23/2021	709.64
568	7040	Supplies - Vehicle R&M	4444 Misc Vendor for Procurement Card	PC - 32182	Lock for Facilities Van - PW 5130	229.60
569	7040	Supplies - Vehicle R&M	4444 Misc Vendor for Procurement Card	PC - 32183	Shroud - Fire 7522	38.93
570	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32165	Computer Station for Mechanics	411.36
Total 540 - Vehicle Maintenance						1,529.51

Total 50 - Public Works & Engineering	3,454.48
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Police Department						
Division: 620 - Criminal Investigation						
571	5335	Travel Expenses	4444 Misc Vendor for Procurement Card	PC - 32225	Gasoline for Surveillance, Squad#23 RD 21-27882 10/18/2021	50.00
572	6015	Communication Services	8347 Browning Trail Cameras	PC - 32226	Cellular Connection-Trail Camera-Surveillance 10/20-11/20/21	29.99
573	7000	Office Supplies	4348 Amazon.Com	PC - 32250	4 Packs of DVD-R	123.72
574	7200	Other Supplies	8244 Des Plaines Ace Hardware	PC - 32224	Shims for Trail Camera Mounting	2.69

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
575	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32248	Portable DVD Burner	169.99
Total 620 - Criminal Investigation						376.39

Division: 630 - Support Services						
576	5325	Training	4444 Misc Vendor for Procurement Card	PC - 32184	Gasoline for Travel to Police Staff and Command 10/19/2021	59.14
577	5325	Training	4747 Safe Kids Worldwide	PC - 32190	Training Child Safety Seat Certification 6/14-6/17/2022 (1CSO)	95.00
578	7000	Office Supplies	6795 Rimage Corporation	PC - 32255	10 Everest Encore Ribbons, 20 Retransfer Ribbons-Body Cam Sys	790.90
579	7010	Supplies - Community Relations	1076 Sam's Club Direct	PC - 32191	Candy for Halloween 2021	111.84
580	7015	Supplies - Police Range	6851 Axon Enterprise Inc	PC - 32249	3 Packs of Taser DPMs	152.04
581	7550	Miscellaneous Expenses	6867 Marianos	PC - 32189	Pie for Retirement Function 10/8/2021	14.77
582	7550	Miscellaneous Expenses	2318 Jewel Food Stores	PC - 32251	Cake for Retirement Function 10/4/2021	29.99
Total 630 - Support Services						1,253.68

Total 60 - Police Department						1,630.07
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Fire Department						
Division: 100 - Administration						
583	5320	Conferences	1482 Metropolitan Fire Chiefs Association of Illinois	PC - 32208	Metro Fire Chiefs Assoc Meeting-Chief-2 Deputy Chiefs-12/02/21	105.00
584	5320	Conferences	1482 Metropolitan Fire Chiefs Association of Illinois	PC - 32231	Metro Fire Chiefs Assoc Meeting-Chief, 2 Deputy Chiefs-11/04/21	60.00
Total 100 - Administration						165.00

Division: 710 - Emergency Services						
585	5325	Training	2419 FireCompanies.com	PC - 32228	Quarterly Website Training-11/01/21-01/31/22 -To be Credited	89.97
586	7000	Office Supplies	4348 Amazon.Com	PC - 32207	Zippered File Organizer	10.79
587	7200	Other Supplies	2318 Jewel Food Stores	PC - 32216	9 Cases Bottled Water - Station Wide	27.00
588	7200	Other Supplies	8292 Safco Dental Supply LLC	PC - 32230	4 Cases N95 Respirators - PO # 2021-457	2,851.00
589	7200	Other Supplies	8244 Des Plaines Ace Hardware	PC - 32244	Field Marking Paint, Closed Reel Long Tape, Refuse Can	75.55

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
590	7200	Other Supplies	4348 Amazon.Com	PC - 32246	Easel Stand, Heavy Duty Magnets	33.57
591	7200	Other Supplies	4348 Amazon.Com	PC - 32247	Magnetic Push Pins for Whiteboards	7.99
592	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 32206	2 Pieces of FinnForm for Squad - Station 63	275.96
593	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 32227	Five #2 and Green Lumber, Four #2 and Doug. Fir Lumber, Etc.	479.60
594	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32237	Screws, Work Gloves, Dent and Steel Puller, Framing Nailer Etc.	1,001.60
595	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32238	Impact Driver Bits	9.99
596	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32243	Phone Holder, Socket Arm, Ball Base, Charger-Div. Chief Vehicle	62.46
597	7320	Equipment < \$5,000	1047 Home Depot Credit Svcs	PC - 32245	21 Pieces of Plywood, Ext Screws, Drill/Driver Kit, Drill, Etc.	740.80
598	7550	Miscellaneous Expenses	5080 Potbelly Sandwich Works, LLC	PC - 32217	Lunch for Departments Covering for Funeral Services-10/29/21	172.40
599	7550	Miscellaneous Expenses	1479 CLIA Laboratory Program	PC - 32229	CLIA Lab/Cert Fee - FD To Conduct COVID Testing-10/4/21-10/3/23	180.00
Total 710 - Emergency Services						6,018.68

Division: 720 - Fire Prevention						
600	5325	Training	1935 IL Fire Safety Alliance	PC - 32218	FP Training Lunch-Chief, Dep Chief, Div Chief, Insp-10/7/21	160.00
601	7200	Other Supplies	1076 Sam's Club Direct	PC - 32204	Candy for Trunk or Treat Events 10/16-10/30/21	723.35
602	7200	Other Supplies	1076 Sam's Club Direct	PC - 32205	Credit For Tax Charged - Trunk or Treat Events Candy	(48.87)
Total 720 - Fire Prevention						834.48

Total 70 - Fire Department						7,018.16
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Department: 75 - Fire & Police Commission						
603	5325	Training	1573 IL Fire & Police Commissioners Association	PC - 32198	Extra Charge in Error-IFPCA Will Credit on the Nov 2021 Bill	400.00
604	5325	Training	1573 IL Fire & Police Commissioners Association	PC - 32199	IFPCA Fall Seminar Fee 11/5-11/7/21 PD and Fire Commissioner	400.00
605	5325	Training	1573 IL Fire & Police Commissioners Association	PC - 32200	IFPCA Fall Seminar Fee 11/5-11/7/21 PD and Fire Commissioner	400.00
Total 75 - Fire & Police Commission						1,200.00

Total 100 - General Fund						20,798.09
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JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 260 - Asset Seizure Fund						
Program: 2620 - DEA						
606	5325	Training	4444 Misc Vendor for Procurement Card	PC - 32185	Lodging for IL Crisis Negotiator Training Conf. 9/28-10/1/2021	372.90
607	5325	Training	4444 Misc Vendor for Procurement Card	PC - 32186	Lodging for IL Crisis Negotiator Training Conf. 9/28-10/1/2021	372.90
608	5325	Training	4444 Misc Vendor for Procurement Card	PC - 32187	Lodging for IL Crisis Negotiator Training Conf. 9/28-10/1/2021	372.90
609	5325	Training	4444 Misc Vendor for Procurement Card	PC - 32188	Lodging for IL Crisis Negotiator Training Conf. 9/28-10/1/2021	372.90
610	7200	Other Supplies	1047 Home Depot Credit Svcs	PC - 32252	Supplies for Building Hides for TRT	470.11
611	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32253	2 Duffle Bags for TRT	109.98
612	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32254	Spotter Scope, Binoculars, 2 Tripods, Etc. for TRT	1,215.38
Total 2620 - DEA						3,287.07
Total 260 - Asset Seizure Fund						3,287.07
Fund: 420 - IT Replacement Fund						
613	8005	Computer Hardware	8415 Ubiquiti Inc	PC - 32256	Ubiquiti Wireless Access Points for City Use	1,975.00
614	8005	Computer Hardware	4348 Amazon.Com	PC - 32263	APC 1500VA Smart UPS for Water Plant	1,380.19
615	8005	Computer Hardware	8415 Ubiquiti Inc	PC - 32270	Ubiquiti Wireless Access Points for City Use	358.00
Total 420 - IT Replacement Fund						3,713.19
Fund: 500 - Water/Sewer Fund						
Division: 550 - Water Systems						
616	7020	Supplies - Safety	4348 Amazon.Com	PC - 32222	Winter Gloves	30.87
617	7020	Supplies - Safety	4348 Amazon.Com	PC - 32223	Uniform Overalls for Maintenance Operator	99.99
618	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 32221	Screen Protector, Charging Station and Phone Case	57.45
Total 550 - Water Systems						188.31
Division: 560 - Sewer Systems						
619	7500	Postage & Parcel	1566 UPS Store The	PC - 32242	Shipping for SL-RAT Repairs - 10/19/2021	451.00
Total 560 - Sewer Systems						451.00
Total 500 - Water/Sewer Fund						639.31
Grand Total						28,437.66

City of Des Plaines

Warrant Register 12/06/2021

Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 4,592,243.81	**	12/6/2021
Manual Checks	\$ 660.00	**	11/19/2021
Payroll	\$ 1,312,841.73		11/19/2021
RHS Payout	\$ -		
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ 28,437.66	**	11/23/2021
Chicago Water Bill ACH	\$ 91,815.78		11/30/2021
Postage Meter Direct Debits	\$ 17,341.96	*	11/12/2021
Utility Billing Refunds	\$ 35.35		11/3/2021
Debt Interest Payment	\$ -		
FEMA Buyout	\$ -		
Property Purchase	\$ -		
IMRF Payments	\$ 134,754.12		11/8/2021
Employee Medical Trust			
Total Cash Disbursements:	\$ 6,178,130.41		

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Sixth Day of December 2021

Ayes _____ Nays _____ Absent _____

Jessica M. Mastalski, City Clerk

Andrew Goczowski, Mayor



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: October 28, 2021

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

From: Jonathan Stytz, Planner JS

Cc: John T. Carlisle, AICP, Director of Community & Economic Development JC

Subject: Consideration of Conditional Use and Variations for a Livery Service Use at 580 S. Wolf Road, Case 21-044-CU-V (4th Ward)

Issue: The petitioner is requesting the following items: (i) a Conditional Use as required by Section 12-7-3(K) of the Zoning Ordinance to allow a livery service in the M-2 zoning district; (ii) Major Variations from Section 12-10-8(A) to provide relief from the interior parking lot landscaping requirements; (iii) a Major Variation from Section 12-10-8(B) to provide relief from the perimeter parking lot landscaping requirements; (iv) a Major Variation from Section 12-10-10 to provide relief from the foundation landscaping requirements; and (v) a Major Variation from Section 12-10-9 to provide relief from the landscape buffer requirements

Address: 580 S. Wolf Road

Petitioner: Transport Properties, LLC, 980 N. Michigan Avenue, Suite 1280, Chicago, IL 60611

Owner: Chicago Title Land Trust Company, as Trustee of the Chicago Land Trust Company Trust #53278

Case Number: 21-044-CU-V

Real Estate Index #: 09-18-400-006-0000

Ward: #4, Alderman Artur Zadrozny

Existing Zoning: M-2, General Manufacturing District

Existing Land Use: Vacant; was last Meyer Material former concrete batch plant

Surrounding Zoning: North: M-2, General Manufacturing District
South: R-1, Single Family Residential District

East: R-1, Single Family Residential District / M-2, General Manufacturing
West: R-1, Single Family Residential District

Surrounding Land Use: North: ComEd (Utilities) / Industrial Building
South: Single Family Residences (Residential)
East: Industrial Building / Single Family Residences (Residential)
West: Railroad; Single Family Residences (Residential)

Street Classification: Wolf Road is classified as a minor arterial.

Comprehensive Plan: The Comprehensive Plan illustrates this site as industrial.

Conditional Use

Project Description: The petitioner, Transport Properties, LLC, has requested a Conditional Use for a Livery Service Use and several variations for landscaping and screening at 580 S. Wolf Road. The 8.5-acre subject property is situated in between two separate railroads to its west and south, and is within the M-2 General Manufacturing district, where a Livery Service is a conditional use. The Plat of Survey (Attachment 3) shows a main building on the northeast side of the lot and multiple other structures throughout the remainder of the site, most notably a concrete production tower (“batch plant”). These are surrounded by paved, semi-paved, and gravel areas. Access to the subject property is available off Wolf Road only. At one time, there was a southern access road utilized off Thacker Street. However, this access point would be closed off and not be utilized for this use.

The petitioner wishes to remove all structures on site with the exception of the existing main building: a one-story warehouse building with the two-story attached office space located on the northeast corner of the site and fill the remainder of the lot with 16 passenger vehicle and 236 bus parking spaces as noted in the Site Plan Exhibit (Exhibit B). The petitioner wishes to utilize the existing 24,690-square-foot, one-story warehouse portion of the building for bus maintenance and storage, and use the two-story office portion (6,430-square foot first level and 2,433-square foot second level) of the building for all office activities. The proposal does not include changes to the exterior of the building, as the petitioner is interested in utilizing the existing doors, windows, building materials, and finishes as indicated in the Building Plans (Exhibit C). The petitioner’s proposal also includes site improvements such as the addition of a new paved and striped parking area, landscaping along the perimeter of the parking lot area, new interior parking lot landscape beds, new turf areas, a 5,000-gallon fuel tank, and proposed screening with an eight-foot-tall fence around the entire site as shown on the Site Plan Exhibit (Exhibit B). Staff has added a condition that the dumpster shall be stored inside the building except during trash pickup days.

The proposed floor plan includes a 5,570-square-foot first-floor office area, 2,212-square-foot second floor office area, an 8,407-square-foot service bay area, and a 15,568-square-foot bus equipment and storage area, totaling 27,123 square feet. Note that the floor area calculation excludes bathrooms, mechanical rooms, hallways, stairwells, and storage areas up to ten percent of the entire

combined floor area. The Livery Service use follows the off-street parking regulations for offices to accommodate employee, guest, and livery service related vehicle parking. Pursuant to Section 12-9-7 of the Zoning Ordinance, one parking space is required for every 250 square feet of gross floor area. A total of 109 off-street parking spaces are required, including five handicap accessible parking spaces. The Site Plan Exhibit (Attachment 5) provides 16 personal vehicle spaces, including one handicap parking space, and 236 bus parking spaces totaling 252 total spaces. However, the site plan does not designate all five required accessible parking spaces. Staff has added a condition that the petitioner's site plan submitted at the time of building permitting contains all required accessible parking with the required striping and dimensions.

The initial tenant for the livery service, First Student, anticipates having approximately 150 school buses parked on the subject property with an additional 10-15 buses typically in service for maintenance or repair. Roughly 20-25 office, dispatch, and maintenance employees will be on the subject property during a.m. and p.m. shifts. For the a.m. shift, maintenance employees arrive starting at 5 a.m., and shift bus drivers will arrive starting at 6:15 a.m. for 6:30 a.m. departures. Bus service during the morning shift will be staggered starting at 6 a.m. and ending around 9:30 a.m. The shift cross-over is between 11 a.m. and noon. For the p.m. shift, bus service shift will be staggered starting at 1 p.m. with buses returning by 5:30 p.m. Afternoon shift workers will leave at 5:30 p.m. A majority of the bus operations will occur during the regular school year from mid-August through early June. However, roughly 20-25 buses will be utilized during the summer months for the summer school season. See the Project Narrative (Exhibit A) for more details.

The petitioner submitted a traffic study by KLOA, Inc. to assess the anticipated impact of the new livery service on the subject property and surrounding infrastructure. The traffic study concludes that the anticipated traffic volumes of this use would be primarily generated outside of peak hours of adjacent roadway traffic on Wolf road and would generate less overall traffic than the previous concrete batch plant did. There were no concerns that the existing access system is sufficient to handle the proposed livery service. However, it was noted that "additional evaluation" should occur regarding the at-grade railroad crossing on Wolf Road, just south of the entrance to the subject property (in other words, there is some concern about bus queueing and backup around the tracks). It was suggested that bus routing and/or departure time could be adjusted to limit the number of buses utilizing the railroad crossing on Wolf Road—meaning that buses could be routed mostly to the north (left) when leaving the property and would return from the same direction, generally avoiding the tracks. Consider, however, that this would add to traffic that would likely come to the Golf-Wolf intersection approximately a half-mile to the north.

Whether buses are required to come to a complete stop each and every time they cross the tracks is a question the petitioner should be prepared to address. The PZB determined that a routing plan shall be added to the submittal prior to consideration of the City Council to discuss how the routing system works, how it responds to changing conditions, and how it is affected by school bell times.

Regarding sound impacts, consider the proposed user (First Student) will consist of many school vehicles that have an audible backing sound/beep. The petitioner writes in the Project Narrative that upon returning to the facility each night, vehicles would be backed in, causing the concentration of the sound to occur in mid-to-late afternoons instead of early in the morning. In addition, like all vehicles, there is sound from engine start-up. Transport Properties would discourage First Student from idling, except when required for vehicle maintenance. See Exhibit A for more details.

Major Variations

Project Description:

The petitioner is also requesting several variations with the conditional use request regarding landscape requirements. The original request included a variation to reduce the required number of off-street parking spaces on the subject property from 31 to sixteen. However, as stated above and noted in the Livery Service definition in Section 12-13-3 of the Zoning Ordinance, the livery service use shall follow the parking regulation for offices to accommodate employee, guest, *and livery service related* vehicle parking. This allows the proposed bus parking spaces to be factored into the total off-street parking space calculation, negating the need for a variation. However, it is important to note that the Site Plan Exhibit (Exhibit B) will still need to be revised to provide the five required mobility impaired parking spaces pursuant to Section 12-9-8(A) of the Zoning Ordinance.

The petitioner has also requested several variations pertaining to landscape requirements as summarized in the table below. Due to the nature of the use, the requested variations for relief from interior parking lot landscaping requirements—specifically quantity of trees and location of landscape areas—could be warranted based on design, as the request does intend to provide a substantial amount of landscaping throughout the site where there is currently none. Conversely, perimeter parking lot landscaping, landscape buffering, and foundation landscaping are paramount to bringing the existing property closer to conformance with the Zoning Ordinance and are arguably achievable given the layout of the subject property, the existing building, and the property’s close proximity to single-family development on three of its four sides. Discussion of the variation standards are addressed by the petitioner in the Responses to Standards (Attachment 1).

Request	Requirement	Proposal
Interior Parking Lot Landscaping – # of Trees	161	125
Interior Parking Lot Landscaping – Location of Landscaped Areas	Located every 30 parking spaces and at the end of all parking rows.	Landscape area after 34 spaces and no areas at the end of two parking rows.
Perimeter Parking Lot Landscaping – # of Trees	7	4
Foundation Landscaping	Min. 3’ wide landscape bed covering 25% of building’s foundation	Existing Foundation Landscaping Without Additions

Landscape Buffers (i.e., screening)	8' Solid wood, vinyl, or masonry fence along 100% of yard length	6' solid wood fence along Wolf Road and 6' chain link for rest of site.
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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 October 26, 2021. An excerpt from the draft minutes is attached.

Planning and Zoning Board Review: The Planning and Zoning Board (PZB) met on October 26, 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 Livery Service Use at 580 S. Wolf Road in the M-2, General Manufacturing district, and several variations concerning landscaping requirements. The PZB meeting discussion is summarized below and the full memo is provided as Attachment 7.

The petitioner and his team provided a detailed description of the requests and their components for the request to locate a livery service use on the subject property in place of the old concrete batch plant that is currently located on site. First Student is a bus service provider that is looking to relocate their business to the 8.5-acre site to serve as its main hub for operations given the subject property's central location to the areas they currently service. The petitioner's attorney explained that the redevelopment of this site for the proposed livery service would improve the site and scale back intensity of the use in comparison with the previous concrete batch plant. He mentioned that the proposal includes an interior remodel of the existing north building with minor non-structural exterior improvements and the demolition of all other buildings on site.

First Student will operate 150 buses out of the 236 buses parked on site during the school year and up to 25 buses would be utilized in the summer months for summer school transportation. First Student utilizes routing software that determines the best route and departure time to ensure bus routes are completed in a timely manner. The buses have GPS and the adaptive software monitors each bus route service on a daily basis to determine if any adjustments need to be made to the route, departure time, etc. It was discussed that the bus departure times will be staggered mornings and afternoons based on individual bus routes with roughly ten to twelve buses departing every 15 to 20 minutes. The representative from First Student noted that roughly 60% of the departing buses will travel south on Wolf Road and the remainder will travel north.

Concerning noise, he explained that bus drivers arrive on site around 6:30 am and perform a three to five minute inspection of the bus—with the bus running for a portion of the inspection—before departing at the assigned time for their route. Buses are backed into parking spaces in the afternoon/evening so they will not need to back out of a parking space in the mornings, thus reducing noise. The petitioner's attorney noted that city code exempts all vehicles and equipment operated by the city, any other unit of government, and any utility, or any of their contractors or subcontractors, in the course of performing services or work, including, without limitation, public safety and emergency response services, for the general welfare of the public from the noise regulations. He added that even if the proposed livery service was not exempt from the noise regulations, the parking spaces are setback a minimum of 200 feet from residences and the anticipated noise levels of this use would meet the noise standards within City code.

The traffic study prepared by KOLA, which was conducted during the school year, found that most bus movements occur during off-peak traffic hours in both the morning and afternoon and that traffic generated from the proposed use is distributed over several hours. A landscape architect provided information regarding the proposed landscaping site-wide mentioning that the proposed plantings are significant in size, fast growing, and will be ideal to provide adequate screening of the site from surrounding properties.

The PZB Members asked if the bus routing system take into account the train schedule for the tracks in the region; if the petitioner considered using the long driveway from the south boundary of the property to Thacker Street; if diesel buses would be run often during cold weather conditions; if buses are plugged in when not in use; how the KOLA representative determined that the traffic levels will not be majorly impacted with the proposed livery service; how the daily trip number for the concrete batch plant was obtained; how the bus routes coincide with the bell times for the locations that First Student is servicing; and how the Level of Service (LOS) projections for 2028 in the traffic study are determined.

Community and Economic Development staff summarized the staff report and recommended five 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 the required 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 requires the installation of a public sidewalk across the subject property's frontage along Wolf Road.

Multiple members of the public spoke on this petition expressing concerns with safety, noise, aesthetics, decline in property values, parking, and traffic anticipated with the proposed livery service use. Many members of the public felt that the site and the abutting railroad tracks presented many safety issues for children and were worried that the proposed development may create unsafe conditions for children. It was mentioned that the existing concrete block wall along the west property line is incomplete and is unsightly and required many individuals to ask what would be done with the wall moving forward. Many members of the public had concerns with the overall aesthetics of the site even after its redevelopment for the livery service use given the nature of the request and the number of landscape variations requested. Members of the public asked if there would be other vehicles besides buses on site and if buses will sit idle all summer or if they are moved during the summer months. A decline in property values was identified as a perceived result of the proposed livery service use even with the proposed site improvements.

There were also many concerns with noise of the proposed use given that residents in the surrounding area are already subjected to regular noise pollution from trains, planes, and from previous uses of the subject property. Idling buses and back-up sirens are referenced as major concerns for surrounding residents given the morning shift for the livery service, which starts at 6:30 am. Fumes from the fuel tanks and bus exhaust were also concerns expressed by members of the public who felt that a use solely focused around the operation of larger vehicles would produce unsightly pollution and health risks. Members of the public inquired about available employee parking for this use, as they were worried that employees would be parking on their neighborhood streets during the day while at work. The last major concern from the public was traffic and the frequency of buses departing and arriving on site and its impact on the surrounding area. The members of the public felt that the number of buses entering and exiting the site was substantial and posed several traffic congestion concerns, even with the proposed staggered bus route schedule and findings from the traffic study.

The PZB *recommended* (4-1) that the City Council *approve* the request with the five conditions in the staff report and ***two additional conditions*** derived from the traffic study findings: (i) evaluate the travel paths of the school buses to determine if there are any opportunities to reroute them and minimize the number of buses that will travel to/from the south on Wolf Road and cross the railroad tracks; and (ii) monitor the operations of the facility annually after opening to determine if any adjustments to the routing and times of departure will be necessary.

Additional Information for City Council: A supplement provided by the applicant utilizing material provided by KLOA and First Student details the process and factors involved in generating the bus routes for the school districts they service. The software considers local road characteristics to predict traffic conditions throughout the day. Nearly all buses run a junior high route and an elementary school route before returning to the facility. See the full details in Bus Route Planning & Adjustments Memo (Attachment 6).

PZB Recommendations: The PZB recommended (4-1) that the City Council approve the request with conditions via Ordinance Z-56-21, which approves a conditional use and major variations, subject to the following conditions.

Conditions of Approval:

1. That a public sidewalk is installed across the subject property's frontage along Wolf Road to the applicable specifications of the Des Plaines Municipal Code and additional governmental agency regulations as necessary.
2. The dumpster shall be stored inside the building except during trash pickup days. If a future trash enclosure is pursued, a building permit with plans for the dumpster enclosure in compliance with Section 12-10-11 of the Zoning Ordinance shall be submitted to staff.
3. The Site Plan shall be revised to contain all required accessible parking spaces with the required striping and dimensions and resubmitted at the time of building permitting.
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. The use shall be monitored regularly for compliance with the Environmental Performance Standards in Chapter 12 of the Zoning Ordinance, particularly regarding sound/noise. Sufficient documentation regarding the proposed fuel tank shall be submitted with the application for a building permit to suffice for a Fire and life safety approval, pursuant to Sections 12-12-3 and 12-12-4.
6. *Added by the PZB:* The petitioner shall evaluate the travel paths of the school buses to determine if there are any opportunities to reroute them and minimize the number of buses that will travel to/from the south on Wolf Road and cross the railroad tracks.
7. *Added by the PZB:* The petitioner shall monitor the operations of the facility annually after opening to determine if any adjustments to the routing and times of departure will be necessary.

Attachments:

- Attachment 1: Petitioner's Responses to Standards
- Attachment 2: Location Map
- Attachment 3: Plat of Survey
- Attachment 4: Traffic Study without Appendices
- Attachment 5: Photos of Existing Conditions & Fuel Tank Example
- Attachment 6: Bus Route Planning & Adjustments Memo
- Attachment 7: Site and Context Photos
- Attachment 8: Chairman Szabo Letter from Planning & Zoning Board to the Mayor and City Council
- Attachment 9: Draft Excerpt Minutes from the October 26, 2021 Planning and Zoning Board Meeting

Ordinance Z-56-21

- Exhibit A: Project Narrative
- Exhibit B: Site Plan Exhibit
- Exhibit C: Building Plans
- Exhibit D: Landscape Plan
- Exhibit E: Unconditional Agreement and Consent

580 S. Wolf Road - Conditional Use Statements

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

Response: “Livery Service” is a Conditional Use in the M-2 General Manufacturing District.

2. *The proposed conditional use is in accordance with the objectives of the City’s comprehensive plan and the Zoning Code, Title 12 of the City Code of Des Plaines.*

Response: The proposed school bus facility will further certain objectives of the Des Plaines Comprehensive Plan (February 2019) set forth in Chapter 3, Economic Development pertaining to industrial land uses; Chapter 5, Transportation; and Chapter 7: Stormwater Management.

The proposed use is consistent with the City’s industrial use objective for the property, as the site is indicated as “Industrial” on the Future Land Uses map. The project presents an opportunity to improve the overall appearance and character of this industrial area, a key objective of the Comprehensive Plan. Large structures and heavy equipment operations will be eliminated. The elimination of heavy trucks from area roadways will lessen wear on the public roads. The site will be beautified and screened with perimeter and parking area landscaping and fencing. The 8.4 acre site, which has been unpaved gravel during its many decades operated as a concrete plant, will be fully improved with pavement and will provide stormwater controls meeting MWRD requirements for capture and discharge. The stormwater drainage facility incorporates an underground storage vault which will aid in controlling flow into the regional drainage system. This site design provides an opportunity to provide runoff control, volume control, and onsite storage in accordance with current regulations, alleviating the current condition of discharge.

The proposed school bus facility furthers objectives of the Zoning Code by limiting the intensity of use from heavy industrial use of a concrete plant, or any other heavy manufacturing use which could be operated at this large site (or any multiple heavy manufacturing uses which could be operated from the site if the 8.4 acres were further subdivided into multiple properties.) The proposed school bus use is more compatible with the surrounding areas than heavy manufacturing uses.

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 proposed school bus facility is designed to fit within the existing and intended character of the general vicinity, which includes a mix of existing

manufacturing/warehouse uses and (on the opposite far side of rail road right of way) residential neighborhoods. The site will be screened by fencing and significant quantities of trees and shrubs, even along the western perimeter which is already separated visually from the residential neighborhood by a high masonry wall.

The proposed school bus facility operations will be conducted during morning and daytime hours. Occasionally, First Student will operate a few chartered buses in the evenings during the week. No overnight activities will occur on the site.

The proposed school bus facility is a less intensive land use than either the existing land use (concrete plant) or other land uses permitted in the M-2 General Manufacturing District -- such as businesses classifiable as "manufacturing-heavy", "manufacturing-light", and "distribution facilities" -- whose daily operations could have significant external effects on surrounding properties, in terms of hours of operation, on-site outdoor activities, vehicle traffic, noise, odor, and light, all of which could be significantly more intensive in terms of duration and degree than the operation of a school bus facility.

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

Response: A school bus facility and the operation of school buses on public roads is not a hazardous use. Drivers are licensed operators who must operate the vehicles in accordance with state-mandated driving rules, including railroad crossing regulations.

In terms of impacts on the existing roadways and traffic on area streets, the school bus facility will generate fewer daily heavy vehicle trips than the existing concrete plant and, as such, will have a lower impact on area roadways and adjacent intersections. The Wolf Road right of way and the site entry are sufficiently sized to accommodate bus movements into and out of the site.

In terms of noise impacts, as compared to the concrete plant (or other heavy manufacturing use that could be operated on this site as a permitted use not subject to conditional use approval) which operate throughout the day and which involve continual heavy truck movements on-site and off-site, the school buses operate only during two periods for the morning and afternoon shifts. Bus warning signals are emitted only during backing movements, which occur only when the bus is backed into a parking stall at the end of each shift. The intermittent beeping sounds required by school buses during twice-daily parking movement are buffered by trees, fences and walls surrounding the site, and are attenuated by the distance from residential neighbors across railroad track right of way. The shortest distance between a parked bus and a residential home is more than 150 feet. Additionally, it should be noted that

the City Code Section 6-2-7.B.1.c and B.1.d exempt certain types vehicular activities from having to comply with sound and noise regulations. Among the exempt activities are “sound or noise emitted or caused by ... all vehicles and equipment operated by the city, any other unit of government, and any utility, or any of their contractors or subcontractors, in the course of performing services or work, including, without limitation, public safety and emergency response services, for the general welfare of the public.” (Emphasis added.) First Student’s activities are exempt from the City’s noise regulations because it is a contractor of local school districts and would be performing services for the general welfare of the public.

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 site is an existing improved site with access to Wolf Road. The Applicant may have to obtain IDOT permits in connection with its planned improvements. The site is served by public water and sewer. Planned drainage facilities will require appropriate MWRD permits which will be pursued by Applicant’s consulting engineers, SpaceCo, Inc.

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 school bus facility will not create excessive additional requirements or burdens at public expense for public facilities and services. First Student will have a positive economic impact on the Des Plaines community, providing employment opportunities and property taxes for the community.

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

Response: The dispatch and maintenance of school buses from the site will not produce an excessive amount of traffic, noise, smoke, fumes, glare or odors. As evidenced by KLOA, Inc.’s Summary Traffic Evaluation, the proposed facility will have a lower impact on area roadways and adjacent intersections than the existing concrete plant. Moreover, the facility’s peak periods of traffic generation will not conflict with

existing area traffic. With respect to noise generation, as noted in Applicant's response to Statement 4, above, the sound levels emanating from the site as compared to the concrete plants (and many other heavy manufacturing permitted uses) are anticipated to be lower, of less duration, and intermittent. Moreover, the landscaping, fence and walls will provide a sound buffer from the homes, all of which are more than 150 feet at their nearest point from the nearest bus parking stall. In terms of fumes or odors, First Student operates a school bus fleet that must meet or exceed State of Illinois emissions standards. All maintenance and repair activities will occur within the maintenance area portion of the building located at the north end of the property.

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 access drive is wide enough to provide one inbound lane and two outbound lanes. According to KLOA's Summary Traffic Evaluation, the access drive will be adequate to accommodate the projected inbound and outbound movements.

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

Response: There are no natural, scenic or historic features of importance on or adjacent to the property.

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

Response: The livery service use for a school bus maintenance, dispatch and parking facility is not subject to any additional regulations specific to a livery service use.

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.*

Responses:

- a. Off Street Parking Spaces: The Applicant seeks a variation for 16 on-site parking spaces where 31 are required for a 7,555 square foot existing office building. The off street parking spaces meet Standard 1 because Applicant has limited areas in which to provide employee parking adjacent to the building, due to the location and orientation of the existing building on the lot, and due to the location of service bay doors on the south and west elevations.
- b. Parking Lot Landscaping – Quantity of Trees: The Applicant seeks a variation from Section 12-10-8.A.2 to allow 85 interior shade trees, where 161 are required. The applicant has proposed a total of 125 trees, providing a combination of 85 shade, 24 ornamental and 16 evergreen. A combination of tree types provides greater visual interest year round. A substantial portion of the site is under ComEd high tension wires. ComEd regulations restrict the height and type of trees that can be planted underneath their structures and within their easement area. The proposed interior parking lot trees meet Standard 1 because of the ComEd constraint.
- c. Parking Lot Landscaping – Location of Landscaped Areas: The Applicant requests a variation from the provisions of Section 12-10-8.A.2 which requires that landscape areas shall be located at the end of every parking row and after every 30 spaces within a row. The lack of trees at the endcaps of two bus parking rows nearest the building and the spacing of landscape islands in between a row of 34 spaces to the south and 27 spaces to the north meets Standard 1 because of the ComEd constraint.
- d. Perimeter Parking Lot Landscaping: The Applicant requests a variation from the provisions of Section 12-10-8.B.3 to 4 perimeter shade trees, where 7 are required, and to allow the size and dimension of the perimeter parking lot landscape area adjacent to Wolf Road, as indicated on Applicant's landscape plan. The proposed perimeter parking lot landscaping meets Standard 1 because the majority of the area in which parking lot landscaping could be located is within the restricted ComEd area, thereby limiting the area available for perimeter parking lot landscaping in the yard adjacent to the public street.
- e. Foundation Landscaping: The proposed foundation landscaping meets Standard 1 because there are limited areas in which to provide foundation landscaping, due to the existing building size and location on the property in relation to the entry drive, and the proposed parking areas. No foundation landscaping can be planted on the north side of the building because the building has no north setback from the property line.
 - i. Additionally, the Applicant argues that a variation from Section 12-10-10 is not required because section 12-10-10.A "Applicability" states that foundation landscaping is only applicable to "new construction" and the Applicant's proposal is not new construction, it is a reuse of an existing building.

- f. Fence Screening: The use of chain link fence along the west and southeast perimeters meets Standard 1 because those perimeters do not abut residential districts or uses, and because the west side is already screened by a masonry wall that exceeds 8' in eight, and the southeast perimeter is heavily screened by existing foliage on the property and within the railroad right of way.
- i. Additionally, the Applicant argues that a variation from Sec. 12-7-4.E.d is not required because no portion of the subject property "abuts" a residential district or use. The property is bounded on all sides either by rail road right of way (west and south/southeast), public road right of way (Wolf Road), and property zoned M-2 manufacturing district. To "abut" is to be physically contiguous. If two properties are separated by right of way, they do not "abut" one another. The City zoning map establishes that streets and railroad right of way are not classified in any zoning district; consequently, the railroad right of way separates the subject property in the M-2 district from the R-1 residential neighborhoods to the west and southeast.
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.*

Responses:

- a. Off Street Parking Spaces: The off street parking spaces meet Standard 2 because the Applicant is repurposing an existing office and maintenance building. The existing building has several service bays on the south and west elevations which limit the areas adjacent to the building in which to locate employee parking. Parking areas can only be located on the east side of the building. Parking areas should be adjacent to the building and separated from bus maintenance areas and associated drive aisles, whenever possible.
- b. Parking Lot Landscaping – Quantity of Trees: The quantity of trees meets Standard 2 because of the unique condition of ComEd's restrictions on the height of trees and structures under its high tension wires.
- c. Parking Lot Landscaping – Location of Landscaped Areas: The parking lot landscaping meets Standard 2 because of the unique condition of the ComEd restrictions.
- d. Perimeter Parking Lot Landscaping: The proposed perimeter parking lot landscaping meets Standard 2 because the majority of the area in which parking lot landscaping could be located is within the restricted ComEd area, thereby limiting the area available for perimeter parking lot landscaping in the yard adjacent to the public street.
- e. Foundation Landscaping: The proposed foundation landscaping meets Standard 2 because there are limited areas in which to provide foundation landscaping, due to the

existing building size and location on the property in relation to the entry drive, and the proposed parking areas.

- f. Fence Screening: The use of chain link fence meets Standard 2 because the west and southeast sides are already effectively screened by a masonry wall and vegetation and the proposed fence is intended to secure the entire perimeter.
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.*

Responses:

- a. Off Street Parking Spaces: The off street parking spaces meet Standard 3 because the building is an existing condition.
 - b. Parking Lot Landscaping – Quantity of Trees: The quantity of trees meets Standard 3 because the ComEd high tension wires are an existing condition.
 - c. Parking Lot Landscaping – Location of Landscaped Areas: The parking lot landscaping meets Standard 3 because the existing ComEd limitations prevent the planting of trees within the endcap islands located nearest to the building.
 - d. Perimeter Parking Lot Landscaping: The proposed perimeter parking lot landscaping meets Standard 3 because the majority of the area in which parking lot landscaping could be located is within the restricted ComEd area, thereby limiting the area available for perimeter parking lot landscaping in the yard adjacent to the public street.
 - e. Foundation Landscaping: The proposed foundation landscaping meets Standard 3 because there are limited areas in which to provide foundation landscaping, due to the existing building size and location on the property in relation to the entry drive, and the proposed parking areas.
 - f. Fence Screening: The use of chain link fence meets Standard 3 because the masonry wall on the west side and vegetation on the southeast side are existing conditions.
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.*

Responses:

- a. Off Street Parking Spaces: The off street parking spaces meet Standard 4 because the Applicant and tenant can provide enough parking on site for the actual number of office and maintenance staff (20-25), through the use of 16 off street parking spaces and up to 4 “flex spaces”. The Applicant proposes 16 dedicated parking spaces for personal vehicles, where 31 are required by code based on the size of area devoted to office use. The actual number of employees on site at any one time (not including bus drivers) will be 20 to 25, including office workers and maintenance workers. On any given day, some, but not all, of the 8 bus parking stalls located at the northwest corner of the site

nearest to the building would ordinarily be used for staging of buses that are in queue for maintenance. Although this area will be striped for 8 bus stalls, First Student, the tenant, has designated that area for “flex” parking such that maintenance employees who work the same shift will stack their vehicles in the same bus parking stall. In this manner, all First Student employees will have parking spaces available each day.

- b. Parking Lot Landscaping – Quantity of Trees: The quantity of trees meets Standard 4 because the Applicant is providing landscape area in excess of the minimum requirement, yet the number of trees which can be located within the landscape area is limited by the requirements of spacing trees so that they do not overcrowd as they mature. The Applicant is providing substantial quantities of trees throughout the site, including along the rear west property line that is adjacent to rail road right of way in an area that is screened by a tall masonry wall.
 - c. Parking Lot Landscaping – Location of Landscaped Areas: The parking lot landscaping meets Standard 4 because the variations sought are minor departures from the strict requirements regarding island spacing and location.
 - d. Perimeter Parking Lot Landscaping: The proposed perimeter parking lot landscaping meets Standard 4 because the majority of the area in which parking lot landscaping could be located is within the restricted ComEd area, thereby limiting the area available for perimeter parking lot landscaping in the yard adjacent to the public street. To require additional trees within the perimeter parking lot landscape area would necessitate removal of employee parking spaces.
 - e. Foundation Landscaping: The proposed foundation landscaping meets Standard 4 because increasing the foundation landscape areas would reduce the number of parking spaces adjacent to the site.
 - f. Fence Screening: The use of chain link fence meets Standard 4 because the use of solid material would only be applicable if the property were abutting a residential zoning district or use.
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.*

Responses:

- a. Off Street Parking Spaces: The off street parking spaces meet Standard 5 because neither the Applicant nor its tenant are seeking to enjoy a special privilege or right. Rather, the Applicant is seeking to repurpose an existing building and enable an efficient utilization of the building and site for the intended use of school bus dispatch and maintenance facility.
- b. Parking Lot Landscaping – Quantity of Trees: The quantity of trees meets Standard 5 because neither the Applicant nor its tenant are seeking to enjoy a special privilege or right. Rather, the Applicant is seeking to provide trees in a quantity that meets the spirit and intent of the tree requirements within constraints that are imposed by the ComEd utility lines and existing conditions.

- c. Parking Lot Landscaping – Location of Landscaped Areas: The parking lot landscaping meets Standard 5 because neither the Applicant nor its tenant are seeking to enjoy a special privilege or right. Rather, the Applicant is balancing the practical needs of providing a cohesive interior parking lot layout that will facilitate the safe and efficient movement of vehicles throughout the site with the letter of the landscape code.
 - d. Perimeter Parking Lot Landscaping: The proposed perimeter parking lot landscaping meets Standard 5 because neither the Applicant nor its tenant are seeking to enjoy a special privilege or right. The Applicant has proposed perimeter parking lot landscaping to the extent available under the existing site constraints, as noted in response to Standard 1.
 - e. Foundation Landscaping: The foundation landscaping meets Standard 5 because the Applicant is seeking to repurpose an existing building and enable an efficient utilization of the building and site for the intended use of school bus dispatch and maintenance facility.
 - f. Fence Screening: The use of chain link fence meets Standard 5 because the Applicant is asking to be held to the same standard as other property owners whose properties do not abut residentially zoned districts or residential uses.
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.*

Responses:

- a. Off Street Parking Spaces: The off street parking spaces meet Standard 6 because the reduction in parking spaces would not have any adverse effect on the use or development of the property. The Applicant and tenant can provide parking on site for all office and maintenance employees, through the use of the 16 designated parking spaces and several “flex space” parking areas, as detailed in the response to Standard 4, above.
- b. Parking Lot Landscaping – Quantity of Trees: The quantity of trees meets Standard 6 because the total number of trees would meet the quantity of trees required, if the area of the site that falls within the ComEd easement is deducted from the calculation. The ComEd area is approx. 79,925 sf equating to 3,996 sf of green space and 40 trees. If the ComEd area were excluded, only 121 trees would be required, where Applicant is proposing 125 trees.
- c. Parking Lot Landscaping – Location of Landscaped Areas: The parking lot landscaping variances meet Standard 6 because the overall location of landscape areas meets the code requirements and the variances do not materially affect the overall appearance or quantity of parking lot landscaping.
- d. Perimeter Parking Lot Landscaping: The proposed perimeter parking lot landscaping meets Standard 6 because the amount of landscaping meets the intent and spirit of the landscaping code requirements.

- e. Foundation Landscaping: The foundation landscaping meets Standard 6 because the Applicant is providing as much foundation landscaping as feasible given the existing building and site constraints and the need to provide off street parking spaces. Applicant reiterates its objection previously stated in response to Standard 1, that Section 12-10-10 is not applicable to Applicant's proposed use and redevelopment of the subject property.
- f. Fence Screening: The use of chain link fence meets Standard 6 because the fence material on the west and southeast sides is consistent with the intent and purposes of the City's fence regulations.

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.*

Responses:

- a. Off Street Parking Spaces: The parking spaces meet Standard 7 because the physical attributes of the existing building size and location in relation to property lines and access drive have limited the areas in which parking spaces may be located.
- b. Parking Lot Landscaping – Quantity of Trees: The quantity of trees meets Standard 7 because the Applicant has provided a significant number of trees throughout the parking lot, and the proposed quantity of trees meets the required number of trees under a "net" area calculation that deducts the ComEd area, as explained in the response to Standard 6, above.
- c. Parking Lot Landscaping – Location of Landscaped Areas: The parking lot landscaping variance for the one landscape island and two endcaps meets Standard 8 because these are minor variations within the context of an 8 acre site that is principally used as a parking lot. The one landscape island variance allows for uniform design in the row. The endcap planting variances are necessary to allow for drive aisle clearance in the vicinity of the building.
- d. Perimeter Parking Lot Landscaping: The proposed perimeter parking lot landscaping meets Standard 7 because there is limited space in which to provide additional landscaping.
- e. Foundation Landscaping: The foundation landscaping meets Standard 7 because the Applicant cannot relocate the building or provide parking in an alternate location. The location and size of foundation landscaping is limited to the areas proposed by Applicant.
- f. Fence Screening: The use of chain link fence meets Standard 7 because a solid fence is not required due to the property not abutting residential uses, as explained in the response to Standard 1.

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.*

Responses:

- a. Off Street Parking Spaces: The parking spaces meet Standard 8 because all employees will have parking available on site, either in the 16 designated spaces or in

nearby “flex spaces”. The Applicant proposes 16 dedicated parking spaces for personal vehicles, where 31 are required by code based on the size of area devoted to office use. The actual number of employees on site at any one time (not including bus drivers) will be 20 to 25, including office workers and maintenance workers. On any given day, some, but not all, of the 8 bus parking stalls located at the northwest corner of the site nearest to the building would ordinarily be used for staging of buses that are in queue for maintenance. Although this area will be striped for 8 bus stalls, First Student, the tenant, has designated that area for “flex” parking such that maintenance employees who work the same shift will stack their vehicles in the same bus parking stall. In this manner, all First Student employees will have parking spaces available each day.

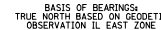
- g. Parking Lot Landscaping – Quantity of Trees: The quantity of trees meets Standard 8 because the Applicant has proposed a significant number of trees throughout the parking lot, and the proposed quantity of trees meets the required number of trees under a “net” area calculation that deducts the ComEd area.
- b. Parking Lot Landscaping – Location of Landscaped Areas: The parking lot landscaping variance for the one landscape island and two endcaps meets Standard 8 because these are minor variations within the context of an 8 acre site that is principally used as a parking lot.
- c. Perimeter Parking Lot Landscaping: The proposed perimeter landscaping meets Standard 8 because it requests the minimum relief needed and provides the maximum amount of landscaping that can be planted in the available area.
- d. Foundation Landscaping: The foundation landscaping meets Standard 8 because the Applicant is providing as much foundation landscaping as is feasible, given the existing constraints.
- h. Fence Screening: The use of chain link fence meets Standard 8 because Applicant is utilizing an acceptable fence material to provide perimeter security. Moreover, a solid fence is not required due to the property not abutting residential uses, as explained in the response to Standard 1.

580 S. Wolf Road - Variations Requested

1. Off-Street Parking Spaces. The Applicant requests a variation from the provisions of Section 12-9-7 to permit 16 on site off-street automobile parking spaces, where 31 are required for a 7,555 gross square foot existing office building.
2. Parking Lot Landscaping – Quantity of Trees. The Applicant requests a variation from the provisions of Section 12-10-8.A.2 to allow 125 interior trees, where 161 are required, of which 85 are shade trees.
3. Parking Lot Landscaping – Location of Landscaped Areas. The Applicant requests a variation from the provisions of Section 12-10-8.A.2 which requires that landscape areas shall be located at the end of every parking row and after every 30 spaces within a row. The Applicant requests relief to allow for the landscape area to bisect the westernmost row of bus parking stalls such that 34 parking spaces are located to the south and 27 to the north of the landscape island. The Applicant also requests relief to eliminate landscape areas at the north ends of the two sets of bus parking rows nearest the south end of the existing office building.
4. Perimeter Parking Lot Landscaping. The Applicant requests a variation from the provisions of Section 12-10-8.B.3 to 4 perimeter shade trees, where 7 are required, and to allow the size and dimension of the perimeter parking lot landscape area adjacent to Wolf Road, as indicated on Applicant's landscape plan.
5. Foundation Landscaping. The Applicant requests a variation from the provisions of Section 12-10-10 to provide the foundation landscaping around the existing building, as indicated on Applicant's landscape plan, to legalize the non-conformity of the existing building foundation landscaping.
6. Fence Screening. The Applicant requests a variation from the provisions of Article 12, Section 10 to allow for the installation of security fencing around the parking area, consisting of a 6' solid wood fence along the Wolf Road frontage and a 6' chain link fence along the south, west and north perimeter property lines.
7. Other. The Applicant requests approval of such other variations as may be necessary to accomplish the redevelopment and use of 580 S. Wolf Road in accordance with the Applicant's plans as a livery service facility for school bus dispatch office and maintenance within an existing building, and school bus parking and storage.

Aerial Location Map with Zoning: 580 S Wolf





PROPERTY DESCRIPTION:
SEE SHEET 1 OF 2 FOR NOTES AND LEGEND.

SPACECO UAV
AERIAL IMAGE
DATE OF FLIGHT 5/13/2021



REVISIONS:
08/14/2018
09/11/2018
06/17/2019 UPDATE
05/06/2021 UPDATE



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

2 OF 2

580 S. Wolf Road
Des Plaines, Illinois



Kenig, Lindgren, O'Hara, Aboona, Inc.

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1. Introduction

This report summarizes the methodologies, results, and findings of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a proposed bus storage facility to be located at 580 S. Wolf Road in Des Plaines, Illinois. The site, which was previously occupied by a concrete plant, is located on the west side of Wolf Road at Wieboldt Drive. As proposed, First Student Bus Company will occupy the site and will operate a bus storage and maintenance facility. Access to the facility will continue to be provided via an existing access drive off Wolf Road.

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

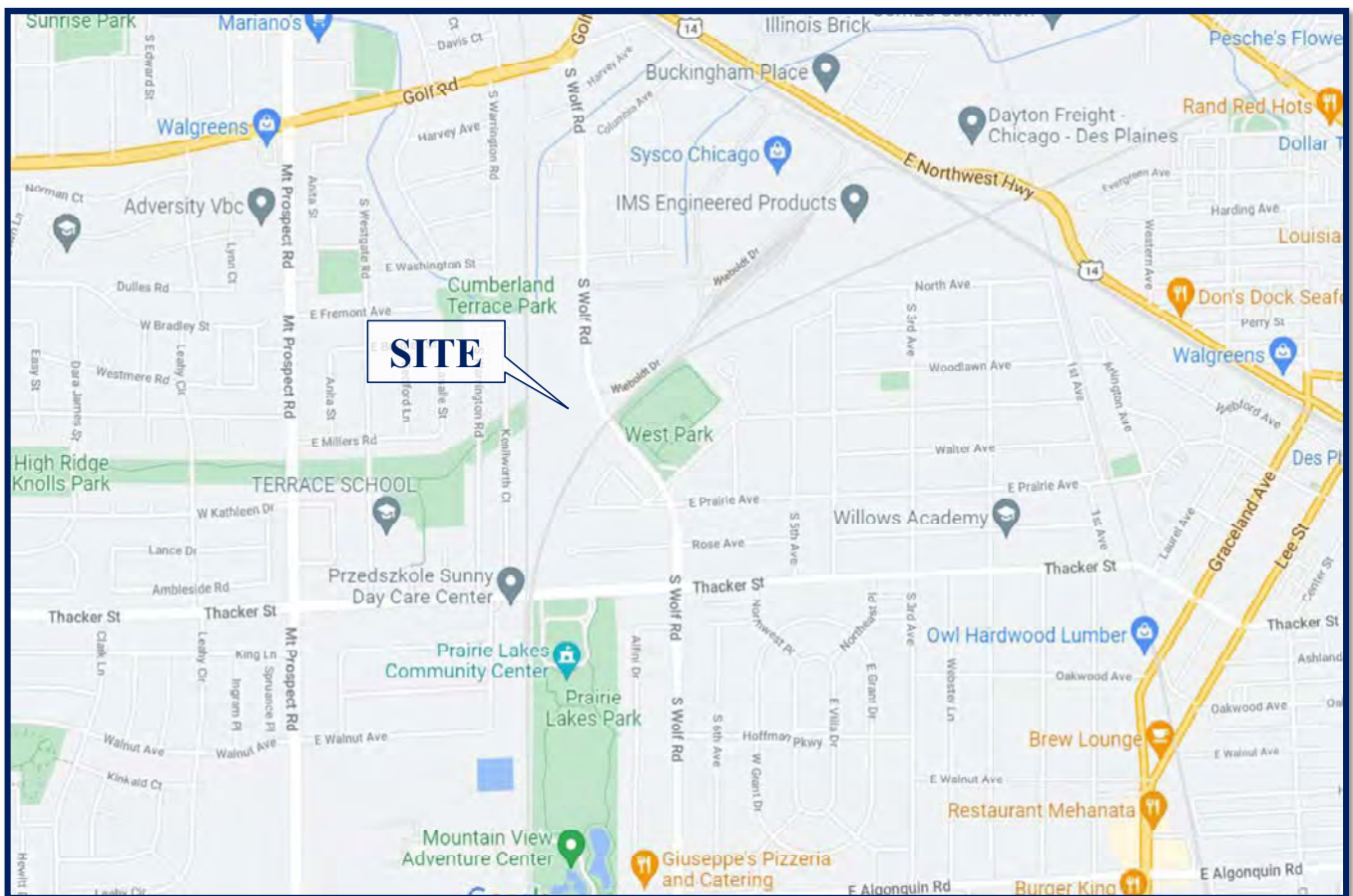
Figure 1 shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site.

The sections of this report present the following:

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

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

1. Existing Conditions – Analyze the capacity of the existing roadway system using existing peak hour traffic volumes in the surrounding area.
2. Projected Conditions – Analyze the capacity of the future roadway system using the projected traffic volumes that include the existing traffic volumes, ambient traffic growth, and the traffic estimated to be generated by the buildout of the proposed facility.



Site Location

Figure 1

*Proposed Bus Storage Facility
Des Plaines, Illinois*





Figure 2

*Proposed Bus Storage Facility
Des Plaines, Illinois*



2. Existing Conditions

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

Site Location

The site, which was formerly occupied by a concrete plant, is located on the west side of Wolf Road at Wieboldt Drive approximately one half mile south of Golf Road. Land uses in the vicinity of the site are general office to the north, industrial/warehouse to the east and single-family residential to the west and south.

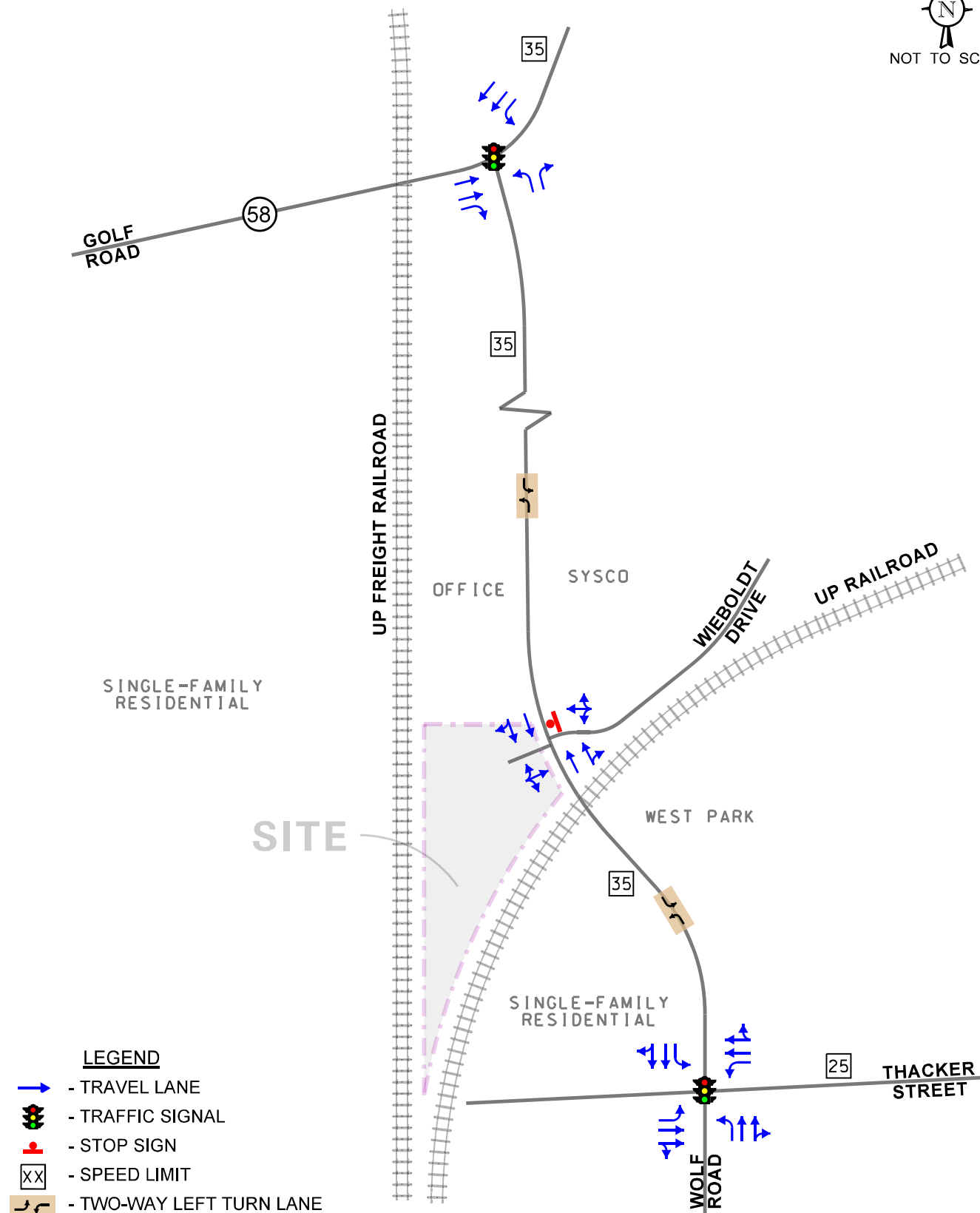
Railroad Crossing

The Union Pacific at-grade crossing with Wolf Road is located approximately 235 feet south of the site's access drive. Based on information found in the Illinois Commerce Commission (ICC) website, the tracks carry an average of six daily freight trains. No passenger trains utilize these tracks. It is important to note that unlike passenger railroad tracks, there is no scheduled crossing times for these freight trains and they could cross Wolf Road at any time. Lastly, based on ICC data, only one accident has been reported in the last five years at the at-grade crossing.

Existing Roadway System Characteristics

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

Golf Road (Illinois Route 58) is generally an east-west, other principal arterial roadway that provides two lanes in each direction generally divided by a raised median. At its signalized intersection with S. Wolf Road, Golf Road provides two through lanes and an exclusive right-turn lane on the eastbound approach and an exclusive left-turn lane and two through lanes on the westbound approach. Golf Road is under the jurisdiction of the Illinois Department of Transportation (IDOT), carries an annual average daily traffic (AADT) volume of 28,100 vehicles (IDOT 2019), and has a posted speed limit of 35 miles per hour.



First Student
School Bus Storage
Des Plaines, Illinois

Existing Roadway Characteristics

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

Wieboldt Drive is an east-west two-lane private drive that provides access to two Sysco warehouses and IMS Engineered Products. At its unsignalized intersection with Wolf Road, Wieboldt Drive is wide enough to provide one inbound lane and two outbound lanes. Outbound movements are under stop sign control.

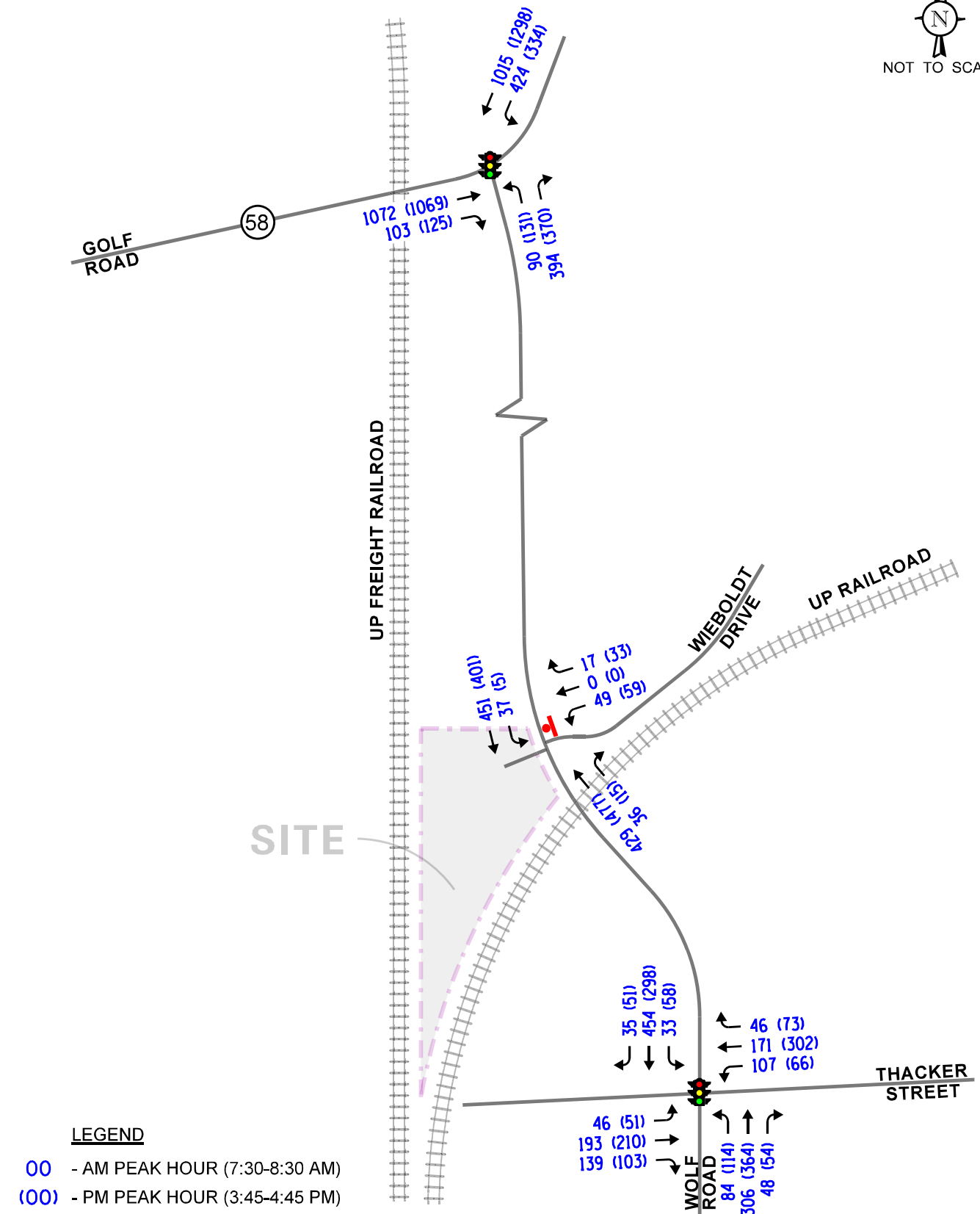
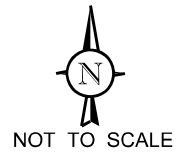
Thacker Street is an east-west minor arterial/major collector that provides two lanes in each direction. At its signalized intersection with Wolf Road, Thacker Street provides an exclusive left-turn lane, a through lane, and a shared through/right-turn lane on both approaches. Thacker Street, east of Wolf Road, is under the jurisdiction of the City of Des Plaines. West of Wolf Road, Thacker Street is under the jurisdiction of the Cook County Department of Transportation (CCDOT). Thacker Street carries an AADT volume of 7,800 vehicles (IDOT 2018) and has a posted speed limit of 25 miles per hour.

Existing Traffic Volumes

In order to determine current traffic conditions in the vicinity of the site, KLOA, Inc. conducted peak period traffic counts using Miovision Scout Video Collection Units on Thursday, September 16, 2021 during the weekday morning (7:00 A.M. to 9:00 A.M.) and weekday afternoon (2:00 P.M. to 6:00 P.M.) peak periods at the intersections of Wolf Road with Wieboldt Road and Thacker Street. Previous traffic counts conducted at the intersection of Golf Road with Wolf Road were also utilized.

As the facility operates on a schedule based on the start and end times of area schools, the proposed facility, as described on page 10, will experience its peak traffic operations outside of the peak hours of the adjacent roadway system. As such, the peak hour volumes utilized in the study were based on the operations of the facility and not the adjacent roadway system. The weekday morning peak hour of facility traffic utilized occurs from 7:30 A.M. to 8:30 A.M. and the weekday evening peak hour of facility traffic utilized occurs from 3:45 P.M. to 4:45 P.M.

Figure 4 illustrates the existing traffic volumes at the studied intersections during the peak hours of facility traffic. Copies of the traffic count summary sheets are included in the Appendix.



First Student
School Bus Storage
Des Plaines, Illinois

Existing Traffic Volumes

3. Traffic Characteristics of the Proposed Facility

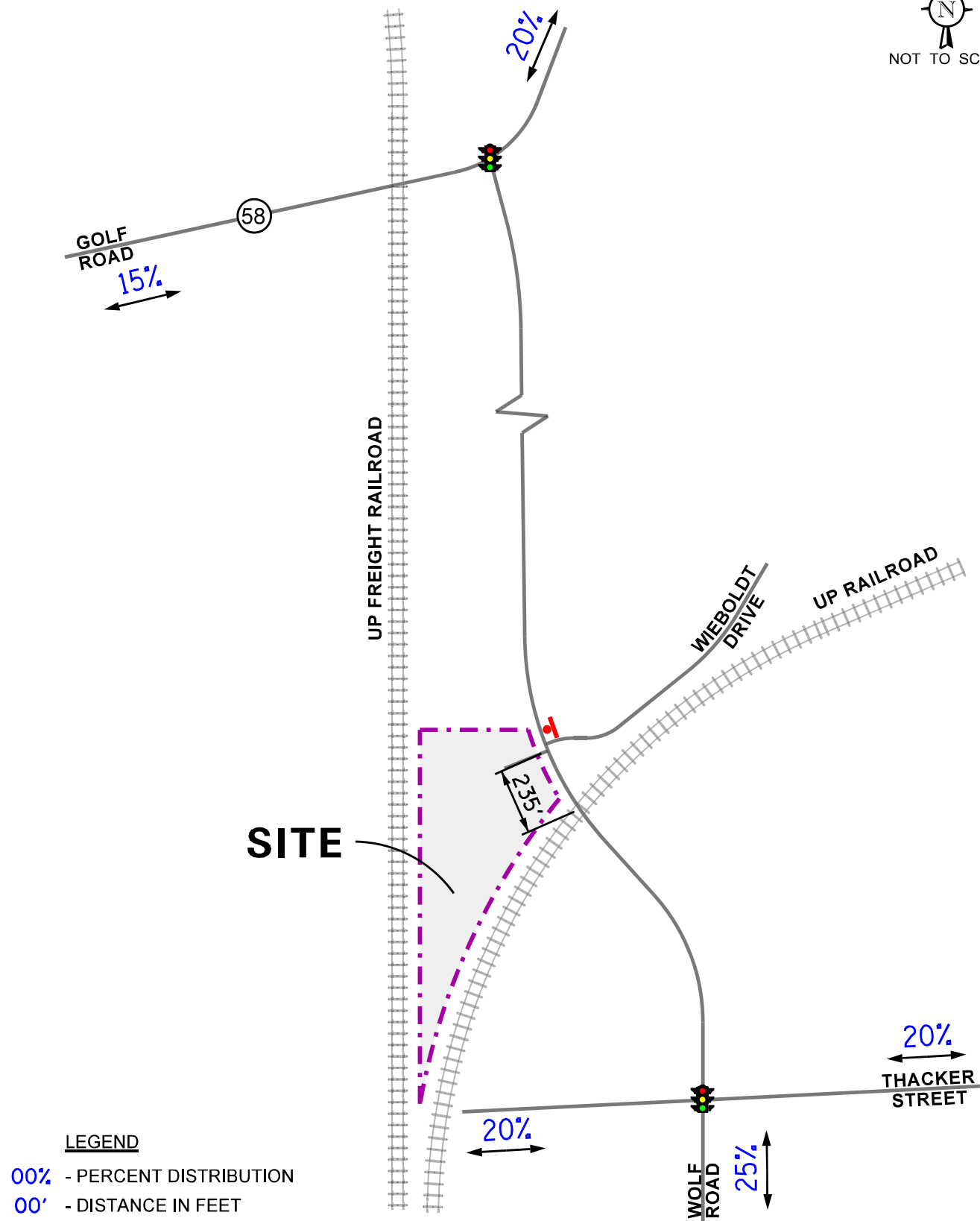
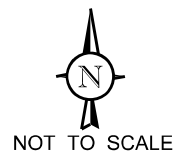
In order to properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed facility, including the directional distribution and volumes of traffic that it will generate.

Proposed Site and Facility Plan

As proposed, the existing facility will be occupied by First Students Bus Company which will operate a bus storage and maintenance facility. The plans call for redeveloping the site to contain a school bus storage facility for 236 buses. The existing 32,800 square-foot building will remain and serve as a dispatch office and maintenance facility. The facility will be staffed by approximately 20 to 25 full time employees, which will be in the office and/or maintenance facility. The facility will typically be open from Monday through Friday (August through June) from 5:30 A.M. to 9:30 A.M. and from 1:00 P.M. to 5:30 P.M. with additional hours for special events. Parking for approximately 16 passenger vehicles will be provided on-site. Access to the facility will be provided via the existing full access drive off Wolf Road.

Directional Distribution

The directions from which employees and buses will approach and depart the site were estimated based on information provided by First Student. **Figure 5** illustrates the directional distribution of the employee and bus traffic.



First Student
School Bus Storage
Des Plaines, Illinois

Estimated Directional Distribution

Facility Estimated Trip Generation

The number of peak hour trips estimated to be generated by the proposed facility was based on information provided by the operator. Per the provided information, approximately 78 drivers will arrive at the site during the weekday morning between 5:45 A.M. and 7:45 A.M. and then depart in their buses 15 to 20 minutes after arriving. After the drivers perform their morning route, they will return to the site between 8:15 A.M. and 10:00 A.M. and leave in their personal vehicles 10 to 15 minutes later. This process repeats again in the afternoon with approximately 90 drivers arriving at the site between 12:30 P.M. and 3:00 P.M. and returning in their buses between 3:15 P.M. and 5:45 P.M. Furthermore, the facility is anticipated to generate approximately 650 daily trips (buses/personal vehicles).

A majority of the facility-generated traffic will arrive and depart the site during these five periods. Drivers will enter and exit the site throughout the entire period and, as such, will not all access the site during the same peak hour. The following five peak hours represent the highest volume of traffic the facility will generate during a one-hour period as based on the information provided:

- 5:45 A.M. to 6:45 A.M. (74 inbound, 63 outbound)
- 6:00 A.M. to 7:00 A.M. (70 inbound, 74 outbound)
- 7:30 A.M. to 8:30 A.M. (22 inbound, 29 outbound)
- 1:15 P.M. to 2:15 P.M. (75 inbound, 67 outbound)
- 3:45 P.M. to 4:45 P.M. (66 inbound, 69 outbound)

As the first, second and fourth peaks fall outside the typical peak periods of adjacent traffic, they were not included in the study. It is important to note that while the facility generates more traffic during the 6:00 to 7:00 A.M. hour, a review of IDOT 24-hour traffic counts indicate that the traffic volumes along Wolf Road during the 7:30 to 8:30 peak hour are almost double of those during the 6:00 to 7:00 A.M. period. Therefore, the traffic to be generated by the facility during the adjacent roadway peak hour (7:30 to 8:30 A.M.) was utilized. The fifth peak overlaps with the peak hour of the adjacent street (4:30 to 5:30 P.M.) and as such, the 3:45 to 4:45 P.M. peak hour was analyzed. **Table 1** summarizes the trips projected to be generated by the proposed facility during these peak hours.

It is important to note that typically 15 percent of the fleet is parked on site for either maintenance or as spare buses. As such, even though the site has a parking capacity for 236 buses, at maximum deployment, only 200 buses may be in service on the area roads. Furthermore, not all of the buses will enter or exit the facility during the peak hours. Lastly, based on information provided to KLOA, Inc., the non-driver full time staff begin arriving by 5:00 A.M. and leave as the final buses clear routes for the day. As such and given that they arrive before and depart after the peak hours of adjacent roadway, no trip generation was estimated for these employees.

Table 1
PROJECTED SITE-GENERATED TRAFFIC VOLUMES

	Weekday Morning Peak Hour			Weekday Evening Peak Hour				Two-Way Daily Trips		
	In	Out	Total	In	Out	Total		In	Out	Total
Bus Drivers (Personal Vehicles)	6	16	22	8	60	68		163	163	326
Bus Drivers (Buses)	16	13	29	58	9	67		163	163	326
Total Trips	22	29	51	66	69	135		326	326	652

Traffic Generation Comparison

The site, as previously indicated, was formerly occupied by a concrete plant. Based on information provided by the previous operator, below is a summary of the operational characteristics at full capacity:

- Hours of operation: Monday through Friday 6:30 A.M. to 5:00 P.M.
- Occasional Saturday operation from 7:00 A.M. to 2:00 P.M.
- Occasional weeknight jobs/pours shipping material until 7:00 P.M. or later
- 600 daily concrete mixer trucks (300 in and 300 out)
- 36 daily cement trucks
- 250 daily aggregate trucks

Table 2 shows a comparison of the daily trips between the two land uses

Table 2
TRIP GENERATION COMPARISON

Land Use	Daily Trips
Bus Storage Facility	650
Concrete Plant	<u>890</u>
Difference	-240

Based on the above, the amount of daily traffic previously generated by the concrete plant was approximately 890 daily trucks. When this daily traffic volume is compared to the anticipated daily traffic volume of the proposed school bus storage facility, it can be seen that the proposed facility will generate approximately 30 percent (240) less daily traffic than the previous land use.

4. Projected Traffic Conditions

The total projected traffic volumes include the existing traffic volumes, increase in background traffic due to growth, and the traffic estimated to be generated by the proposed subject facility.

Site Traffic Assignment

The estimated weekday morning and evening peak hour traffic volumes that will be generated by the proposed facility were assigned to the roadway system in accordance with the previously described directional distribution (Figure 5). **Figure 6** illustrates the traffic assignment of the total new trips.

Background Traffic Conditions

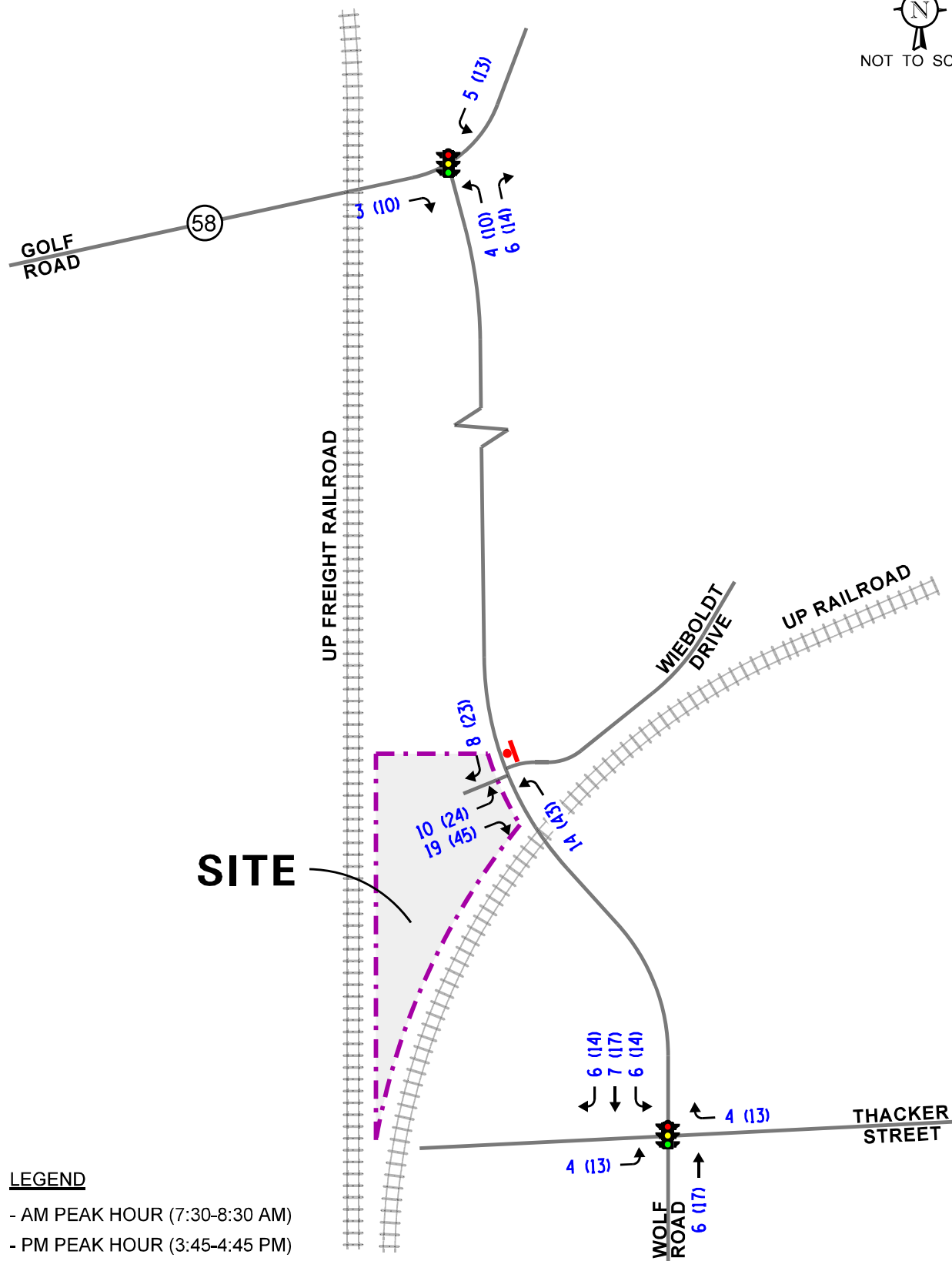
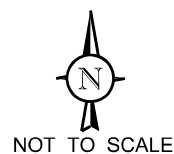
The following additional traffic growth was also included in the projected traffic volumes:

- The traffic projected to be generated by a proposed five-story apartment building with approximately 348 units and an internal parking garage and a 2,000 square-foot fast casual restaurant with a drive-through lane. Access to the development will be provided via a proposed full movement access drive that will form the fourth (north) leg of the signalized intersection of Golf Road with S. Wolf Road and via a right-out only access drive that will replace the existing full-movement access road serving the Metra UPNW Cumberland station.
- The existing traffic volumes (Figure 4) were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any particular planned development). Based on ADT projections provided by the Chicago Metropolitan Agency for Planning (CMAP), the existing traffic volumes were increased by an annually compounded growth rate of 0.9 percent per year for seven years (buildout year plus five years) for a total of 6.5 percent to project Year 2028 background conditions. A copy of the CMAP 2050 projections letter is included in the Appendix.

The Year 2028 no-build traffic volumes, which include the existing traffic volumes increased by the regional growth factor and the traffic to be generated the approved five-story apartment building and the fast casual restaurant, are illustrated in **Figure 7**.

Total Projected Traffic Volumes

The facility-generated traffic (Figure 6) was added to the Year 2028 No-Build traffic volumes to determine the Year 2028 total projected traffic volumes, shown in **Figure 8**.



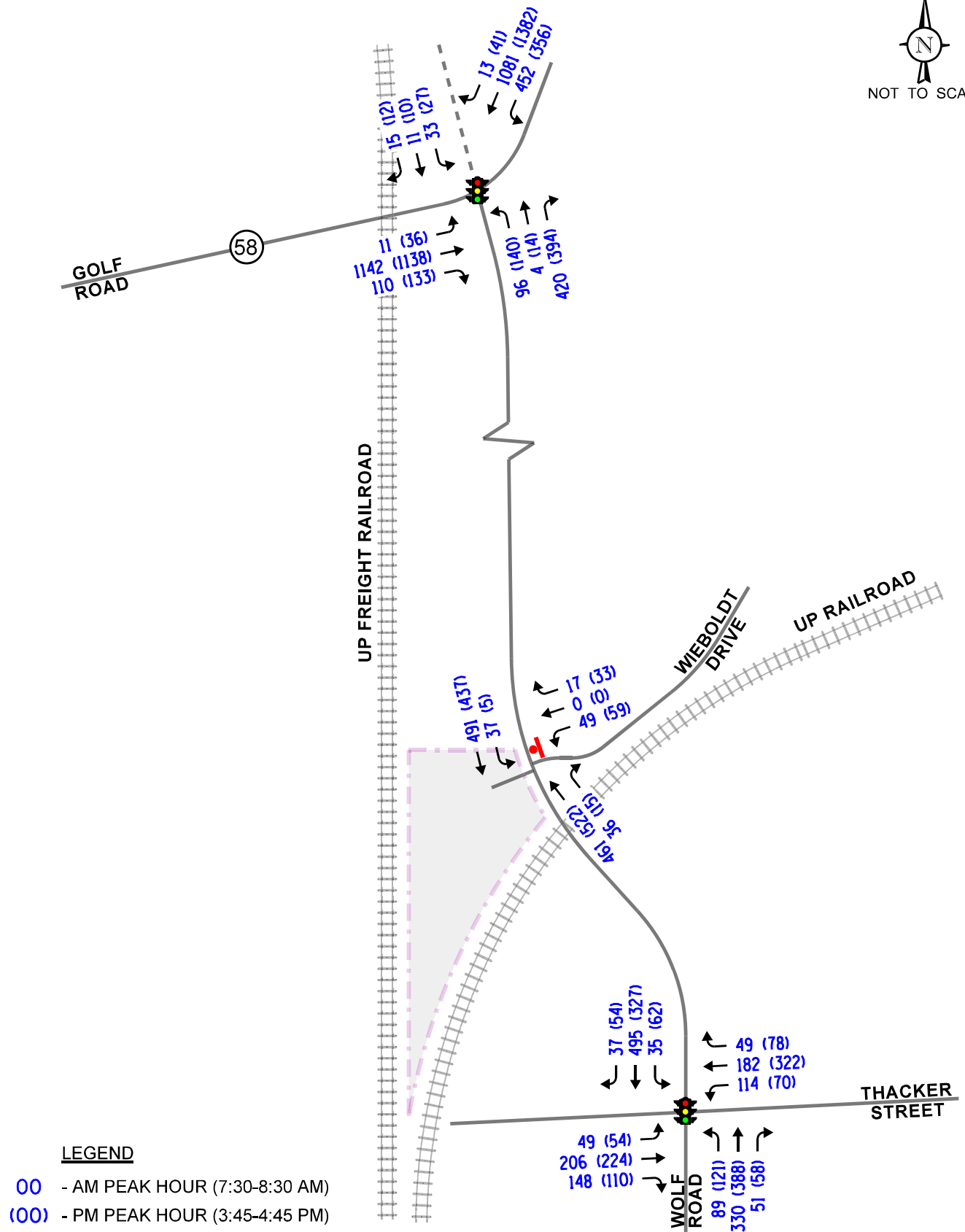
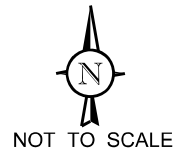
First Student
School Bus Storage
Des Plaines, Illinois

Estimated Site Traffic Assignment



Job No: 21-256

Figure: 6



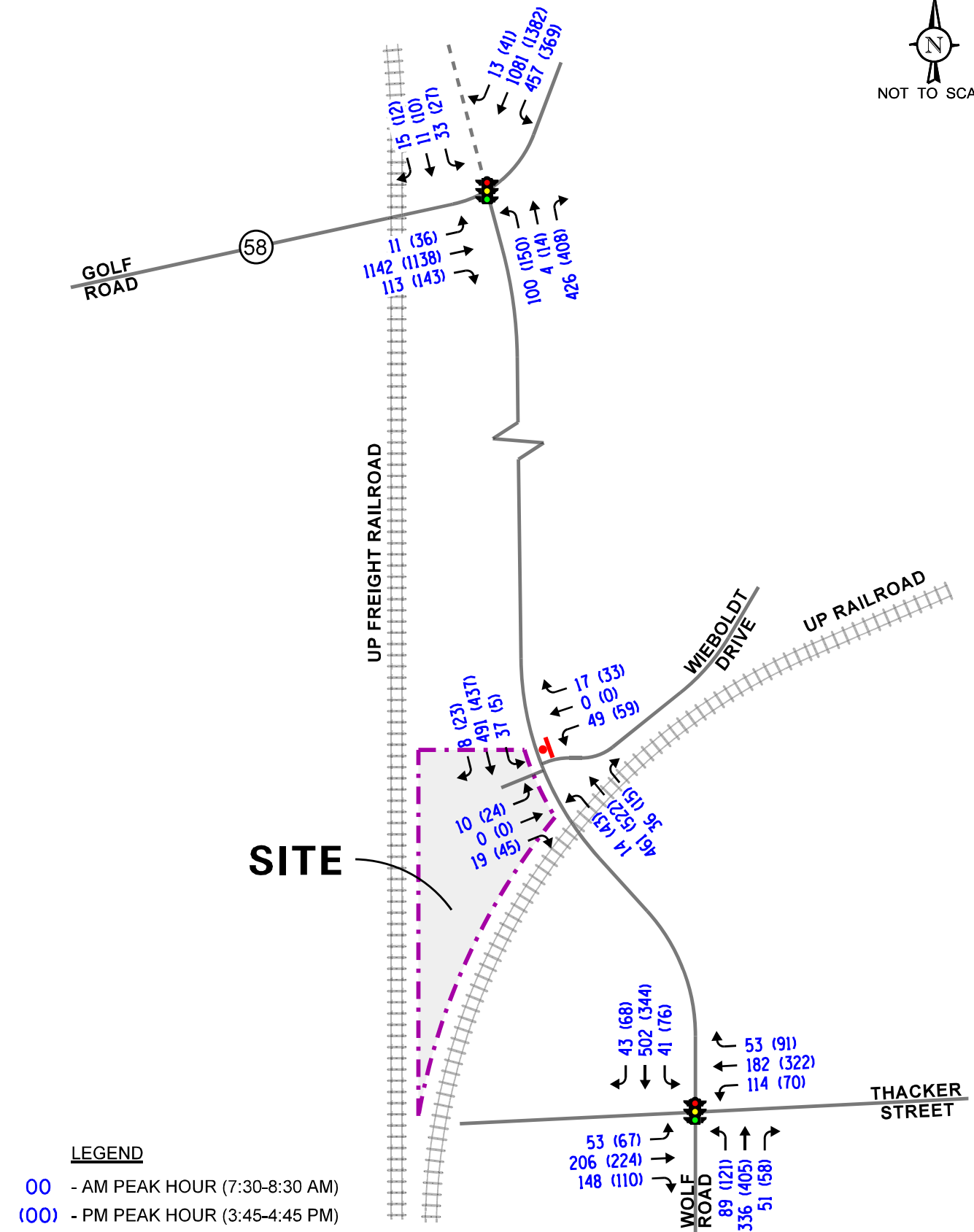
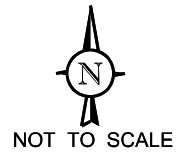
First Student
School Bus Storage
Des Plaines, Illinois

Year 2028 No-Build Traffic Volumes



Job No: 21-256

Figure: 7



First Student
School Bus Storage
Des Plaines, Illinois

Total Projected Traffic Volumes



Job No: 21-256

Figure: 8

5. Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday morning and weekday evening peak hours. The analysis includes conducting capacity analyses to determine how well the roadway system and access drives are projected to operate and whether any roadway improvements or modifications are required.

Traffic Analyses

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning and weekday evening peak hours for the existing (Year 2021) and Year 2028 total projected traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 6th Edition and analyzed using the Synchro/SimTraffic 11 software. The analysis for the traffic-signal controlled intersections were accomplished using actual cycle lengths and phasings to determine the average overall vehicle delay and levels of service.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

Summaries of the traffic analysis results showing the level of service and overall intersection delay (measured in seconds) for the existing and total projected conditions are presented in **Tables 3** through 7. A discussion of each intersection follows. Summary sheets for the capacity analyses are included in the Appendix.

Table 3
CAPACITY ANALYSIS RESULTS – GOLF ROAD WITH WOLF ROAD – SIGNALIZED

CAPACITY ANALYSIS RESULTS – GOLD ROAD WITH WOOL ROAD – SIGNALIZED															
Year 2021 Existing Conditions	Peak Hour	Eastbound			Westbound			Northbound			Southbound			Overall	
		L	T	R	L	T	R	L	T	R	L	T	R		
	Weekday Morning Peak Hour	--	B 15.4	A 4.3	D 35.0	A 3.9	--	E 71.7	--	E 66.8	--			C 22.1	
		B – 14.5			B – 13.0			E – 67.7							
Year 2028 No-Build Conditions	Weekday Evening Peak Hour	--	B 16.4	A 4.1	C 22.8	A 5.6	--	E 77.1	--	E 59.4	--			B 19.5	
		B – 15.1			A – 9.1			E – 64.1							
	Weekday Morning Peak Hour	A 8.8	C 31.5	B 15.2	D 46.0	A 8.5	A 7.1	E 68.4	--	C 32.4	E 68.3	E 57.1	C 27.2		
		C – 29.9			B – 19.5			D – 39.3			E – 65.5				
Year 2028 Total Projected Traffic Volumes	Weekday Evening Peak Hour	B 11.4	C 34.0	B 16.1	D 45.7	B 16.3	B 10.5	E 59.2	--	C 26.2	D 52.6	D 47.2	C 27.8		
		C – 31.5			C – 22.1			D – 35.5			D – 51.2				
	Weekday Morning Peak Hour	A 8.9	C 31.9	B 15.4	D 47.3	A 8.6	A 7.2	E 69.0		C 32.4	E 67.8	E 56.9	C 27.6		
		C – 30.3			C – 20.0			D – 39.6			E – 65.0				
	Weekday Evening Peak Hour	B 11.6	D 35.4	B 16.7	E 48.3	B 16.5	B 10.6	E 61.0		C 26.1	D 51.1	D 46.1	C 28.7		
		C – 32.7			C – 22.9			D – 36.1			D – 49.9				
Letter denotes Level of Service Delay is measured in seconds.															
L – Left Turns R – Right Turns T – Through															

Proposed Bus Storage Facility
Des Plaines, Illinois



Table 4

CAPACITY ANALYSIS RESULTS – WOLF ROAD WITH THACKER STREET – SIGNALIZED

	Peak Hour	Eastbound		Westbound		Northbound		Southbound		Overall
		L	T/R	L	T/R	L	T/R	L	T/R	
Year 2021 Existing Conditions	Weekday Morning Peak Hour	C 23.7	D 42.7	C 27.4	D 35.4	A 9.3	B 14.5	A 8.8	B 17.3	C 24.4
		D – 40.4		C – 32.8		B – 13.5		B – 16.8		
	Weekday Evening Peak Hour	C 26.3	D 43.3	C 27.0	D 44.4	A 9.1	B 14.7	A 8.9	B 16.0	C 27.1
		D – 41.0		D – 41.8		B – 13.4		B – 15.0		
Year 2028 No-Build Conditions	Weekday Morning Peak Hour	C 23.6	D 42.7	C 28.0	D 35.3	A 9.8	B 15.1	A 9.1	B 18.2	C 24.8
		D – 40.4		C – 32.9		B – 14.1		B – 17.6		
	Weekday Evening Peak Hour	C 26.2	D 43.2	C 27.0	D 44.4	A 9.7	B 15.7	A 9.5	B 16.8	C 27.1
		D – 40.8		D – 41.8		B – 14.4		B – 15.7		
Year 2028 Total Projected Traffic Volumes	Weekday Morning Peak Hour	C 23.7	D 42.7	C 28.0	D 35.5	A 9.8	B 15.2	A 9.2	B 18.3	C 24.8
		D – 40.2		C – 33.1		B – 14.2		B – 17.6		
	Weekday Evening Peak Hour	C 27.0	D 42.4	C 26.7	D 44.7	B 10.0	B 16.3	A 9.9	B 17.3	C 27.1
		D – 39.8		D – 42.1		B – 15.0		B – 16.2		
Letter denotes Level of Service Delay is measured in seconds.										
L – Left Turns R – Right Turns T – Through										

Proposed Bus Storage Facility
Des Plaines, Illinois



Table 5

CAPACITY ANALYSIS RESULTS – EXISTING CONDITIONS – UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Wolf Road with Wieboldt Drive				
• Westbound Approach	C	18.3	B	13.1
• Southbound Left Turn	A	9.4	A	9.5
LOS = Level of Service Delay is measured in seconds.				

Table 6

CAPACITY ANALYSIS RESULTS – NO-BUILD CONDITIONS – UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Wolf Road with Wieboldt Drive				
• Westbound Approach	E	37.6	C	18.8
• Southbound Left Turn	A	9.5	A	9.8
LOS = Level of Service Delay is measured in seconds.				

Table 7

CAPACITY ANALYSIS RESULTS – FUTURE CONDITIONS – UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Wolf Road with Wieboldt Drive				
• Westbound Approach	E	43.2	C	24.7
• Southbound Left Turn	A	9.5	A	9.8
• Eastbound Approach	C	15.3	C	17.3
• Northbound Left Turn	B	10.7	B	11.1
LOS = Level of Service Delay is measured in seconds.				

Discussion and Recommendations

The following summarizes how the intersections are projected to operate and identifies any roadway and traffic control improvements necessary to accommodate the facility-generated traffic.

Golf Road with Wolf Road

The results of the capacity analysis indicate that overall the intersection of Golf Road with Wolf Road currently operates at a Level of Service (LOS) C during the weekday morning peak hour and LOS B during the weekday evening peak hour. As can be seen, all movements at the intersection currently operate at LOS E or better during both peak hours. Further, through movements on Golf Road operate at LOS B or better during the peak hours.

Under Year 2028 no-build conditions, and as part of the proposed residential development on the north side of Golf Road, a full movement access drive serving the development will be provided in alignment with Wolf Road forming the fourth (north) leg of this intersection. This access drive will provide one inbound lane and two outbound lanes striped to provide a shared through/left-turn lane and an exclusive right-turn lane. Further, an eastbound left-turn lane and a westbound right-turn lane will be provided on Golf Road serving this access drive and Wolf Road will be restriped to provide a shared through/left-turn lane and an exclusive right-turn lane. Assuming these improvements, this intersection is projected to operate at a LOS C during both peak hours with increases in delay of less than eight seconds.

Under Year 2028 projected conditions, and given the above assumptions, this intersection is projected to continue to operate at LOS C during the weekday morning and weekday evening peak hours with increase in delay of less than one second. In addition, the northbound through/left-turn movement is projected to operate at LOS E or better during the peak hours with 95th percentile queues of less 230 feet, which can be accommodated within the existing turn lane. As such, Golf Road and Wolf Road will be able to continue to operate efficiently even with the addition of the proposed fourth leg and the site generated traffic.

Wolf Road with Thacker Street

The results of the capacity analysis indicate that overall this intersection currently operates at a LOS C during the weekday morning and evening peak hours. Further, all movements operate at LOS D or better during both peak hours. Under Year 2028 no-build conditions, the intersection will continue to operate at the same LOS with increases in delay of less than one second.

Under Year 2028 projected conditions, this intersection is projected to continue to operate at the same overall LOS as under Year 2028 no-build conditions during the weekday morning and evening peak hours with no overall increase in delay. In addition, all movements are projected to continue to operate at LOS D or better during the weekday morning and evening peak hours. As such, this intersection has sufficient reserve capacity to accommodate the traffic estimated to be generated by the proposed facility and no roadway or traffic control improvements will be required.

Wolf Road with Wieboldt Drive/Site Access Drive

Under existing conditions, all of the turning movements at this intersection are operating at LOS C or better during the weekday morning and evening peak hours. Under Year 2028 no-build conditions, westbound approach will operate at a LOS E during the weekday morning peak hour and at a LOS C during the weekday evening peak hour. The LOS E is the result of the anticipated growth in the area and the number of trucks that exit the Sysco facility. However, it is important to note that based on field observations, there are numerous gaps in the through traffic stream that are created by the traffic signals on Wolf Road to the north and south of this access drive. These gaps allow traffic to exit Wieboldt Drive more efficiently than what the results of the capacity analysis indicate.

Under Year 2028 projected conditions, all of the turning movements will operate at a LOS D or better with the exception of Wieboldt Drive which will continue operating at a LOS E. This is not uncommon and as discussed previously, the numerous gaps available in the through traffic stream will allow traffic to exit Wieboldt Drive more efficiently than what the results of the capacity analysis indicate. Further inspection of the capacity analyses indicate that the northbound left-turn lane queue will be less than 50 feet and as such will not spill into the through lanes or extend to the railroad tracks. It is recommended that the exiting striped median south of the access drive be restriped as an exclusive northbound to westbound left-turn lane. No additional geometric or traffic control improvements are necessary in conjunction with the proposed development.

Railroad Crossing/Wolf Road Evaluation

As previously indicated, the access drive to the proposed facility will be located approximately 235 feet north of the at-grade crossing on Wolf Road. Per State law, any school bus (with or without children) approaching a railroad track should display the hazard warning lights, stop within 15 to 50 feet from the tracks, open the driver window and service door, look and listen for an approaching train and then proceed across the tracks.

Based on the data provided by First Student the maximum number of buses expected to exit the facility in one 15-minute period during the 7:30 to 8:30 A.M. and the 3:45 to 4:45 P.M. peak hours will be seven and four, respectively. This low frequency of exiting buses will have a limited impact on the southbound movement of traffic on Wolf Road at its intersection with the railroad crossing especially with the freight trains averaging six crossings per day.

In order to minimize the impact on the Wolf Road/railroad track intersection and whenever possible, buses returning to the site from the south should be directed to instead use Golf Road and approach the facility from the north. With the implementation of this recommendation and coupled with the low utilization of the railroad track, the proposed facility will have a limited impact on the operation of the Wolf Road/railroad track intersection.

6. Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made:

- The volume of traffic to be generated by the proposed facility will primarily occur outside of the peak hours of adjacent roadway traffic.
- The traffic that will be generated by the proposed facility, including buses, will be distributed over several hours during the morning and afternoon peak periods.
- The concrete plant that previously occupied the site generated more daily traffic and more heavy trucks than what the proposed facility will generate thus having a bigger impact on area roadways than the proposed facility.
- The signalized intersections of Wolf Road with Golf Road and Thacker Street have sufficient reserve capacity to accommodate the traffic estimated to be generated by the proposed facility.
- The proposed access system will be adequate in accommodating the traffic projected to be generated by the facility with limited impact on the external roadway system.
- In order to reduce the impact on the Wolf Road at-grade crossing the following should be considered:
 - Evaluate the travel paths of the school buses to determine if there are any opportunities to reroute them and minimize the number buses that will travel to/from the south on Wolf Road and cross the railroad tracks.
 - Monitor the operations of the facility annually after opening. This would include keeping track of bus departure times and routes of travel throughout the morning period. This should be utilized to determine if any adjustments to the routing and times of departure will be necessary.



Fuel Tank Protective Bollards (typ.)



Existing ADA Ramp



November 3, 2021

John Carlisle
Director of Community Development
Community and Economic Development Department
City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016

**Re: 580 Wolf Road – Case 21-044-CU-V
Supplemental Information Regarding School Bus Route Planning and Adjustments**

Dear Mr. Carlisle,

On behalf of our client the applicant Transport Properties, LLC, and its tenant, First Student, Inc., I write to provide the City with additional information and recommendations regarding First Student's development of school bus routes and its methods for monitoring and adjusting routes in response to traffic conditions. In brief, First Student employs state of the art software coupled with GPS real-time data from each bus to develop, analyze, and monitor school bus routes. Bus dispatchers and drivers are in constant communication during the day, able to make prudent adjustments to the timing of departures and the routing of buses in order to provide safe, efficient and on-time services.

Our traffic consultant, KLOA, prepared a Traffic Impact Study for the proposed school bus facility at 580 S. Wolf Road. The Traffic Impact Study included two suggestions for steps which might be undertaken by the City in the future to evaluate and monitor the impact from the buses on Wolf Road at the at-grade railroad crossing. These two suggestions were adopted by the Planning & Zoning Board as recommended conditions for approval of the requested Conditional Use for a Livery Service Use.

Specifically, the two suggested considerations (adopted by the PZB as recommended conditions of approval) are:

1. "Evaluate the travel paths of the school buses to determine if there are any opportunities to reroute them and minimize the number of buses that will travel to/from the south on Wolf Road and cross the railroad tracks."
2. "Monitor the operations of the facility annually after opening. This would include keeping track of bus departure times and routes of travel throughout the morning period. This should be utilized to determine if any adjustments to the routing and times of departure will be necessary."

First Student is happy to share information with the City if and when requested by the City. However, First Student would not recommend that the City Council adopt these suggestions as

conditions of approval. If adopted as conditions as written, the statements would impose certain annual (or more frequent) obligations on City staff time. First Student is committed to developing – and will create - a thoughtful routing plan for each of the more than 150 buses serving its school district clients that takes into consideration the impacts on the local roads and the communities in proximity to the school bus facility. First Student does this with every facility that it operates. First Student knows how to plan its routes and to control the dispatch of buses, taking into account the characteristics and conditions of the local area road network. Nearby train crossings are a top-of-mind consideration at nearly every First Student facility in metropolitan areas because bus facilities are typically located in industrially-zoned areas that are traversed by freight and/or commuter rail lines. First Student's existing facility at 2100 Busse Road in Elk Grove Village is adjacent to a rail line. The Elk Grove Village facility operates efficiently, even though Busse Road is a divided road which requires that all buses depart southbound, whereas at Wolf Road buses can depart northbound or southbound to more efficiently disperse onto the Wolf Road and the area road network, and buses can be diverted as necessary due to temporary train crossings at Wolf Road.

We hope that this memo demonstrates that First Student uses an intelligent set of tools to analyze route scenarios as it develops, implements and refines its daily school bus deployment with the goal of providing safe and efficient bus services.

First Student Serves the Needs of 4 School Districts in the Des Plaines Area.

First Student is North America's largest bus service company, with a fleet of 44,000 buses and 5 million journeys daily. It has been operating the buses for four elementary and junior high school districts serving Des Plaines and the surrounding communities. From the proposed 580 S. Wolf Road facility, First Student will continue to serve all of the busing needs of four elementary and junior high school districts:

- Des Plaines Community Consolidated School District 62
- Community Consolidated School District 59
- Mount Prospect School District 57
- East Maine School District 63

See Exhibit A for a map indicating the location of the many school buildings served by First Student. 580 S. Wolf Road is indicated by the black pin. This location is centrally located in relation to each of the district facilities and student populations.

Currently, each of the 4 school districts is served by the First Student facility at 2100 Busse Road in Elk Grove Village. That location will be closed at the end of the 2021-2022 school year and 580 S. Wolf will be used for the buses serving those same 4 school districts for the 2022-2023 school year. Specific routes have not yet been developed for the 580 S. Wolf Road facility. See below for an explanation of how bus routes are determined each year.

Here is a breakdown of the number of routes from the Elk Grove Village facility:

- To serve the 12 schools of Des Plaines CCSD 62, First Student runs 57 bus routes.
- To serve the 13 schools of CCSD 59, First Student runs 43 bus routes.
- To serve the 4 schools of Mount Prospect SD 57, First Student runs 9 bus routes.
- To serve the 6 schools of East Main SD 63, First Student runs 43 routes.

See [Exhibits B through E](#) for examples of individual bus routes from each school district, taken from GPS data on October 12, 2021.

Creation of Bus Routes

For its 4 school district clients First Student creates over 150 bus routes prior to the start of every school year. Each school district provides First Student with student addresses or with designated specific pickup and drop off locations. Annual route planning begins in the summer when the schools begin to release enrollment data. Typically, routes are finalized within days of the start of school because school district enrollment continues through early August. Using these inputs and school bell times, along with other factors, First Student develops routes utilizing first-in-class route planning software from VersaTrans in conjunction with FOCUS, a proprietary software created by First Student. The software takes into account several variables, including data on local area road characteristics and conditions, to predict traffic conditions throughout the morning and afternoon periods. From this, the software suggests route options which are further analyzed by First Student's operations team.

For the 2021-2022 school year, morning and afternoon bell times are as follows:

	Jr. High	Elementary
Mount Prospect SD 57	7:45 AM and 2:45 PM	8:50 AM and 3:20 PM
CCSD 59	7:45 AM and 2:50 PM	8:45 AM and 3:35 PM
CCSD 62	8:00 AM and 3:00 PM	9:00 AM and 3:30 PM
East Maine SD 63	8:25 AM and 3:25 PM	7:55 AM and 2:25 PM

As a general rule of thumb, no child should be on a bus for more than one hour. Most routes are intended to be 40-50 minutes in maximum length for any student. Accordingly, as a general matter, buses leave the parking lot no more than an hour prior to the school bell time. Of course, the actual planned departure for any particular bus is also dependent on the time necessary to reach the first bus stop. Nearly all buses run a route that has both junior high and elementary school routes, so a single bus will first complete its junior high route and then perform its elementary school route, before returning to the First Student parking facility. The afternoon routes are conducted in a similar manner.

Bus Dispatch Operations

Each bus has a specified departure time at the beginning of its morning and its afternoon routes. An individual bus driver's departure is coordinated with the dispatch office. Care is taken to spread out the exiting of buses onto the area roads at a reasonable rate.

City staff has been provided detailed data from a date in February 2019 (pre-pandemic) which indicates the actual departure and arrival time for each bus from the facility at 2100 Busse Road in Elk Grove Village. From this data, our traffic consultant KLOA aggregated the raw data into 15-minute increments. See attached [Exhibit F](#) for the actual bus vehicle movements to and from the dispatch facility, aggregated in 15 minute and hourly increments. Analyzing this data and applying it with other factors and assumptions for the 580 S. Wolf Road facility, KLOA concluded that, during peak bus departure and arrival times, the bus traffic generated by the facility will primarily occur outside of the peak hours of adjacent roadway traffic. The actual data from the Elk Grove Village facility demonstrates

that the peak period during which buses exit the facility will not coincide with the peak period of vehicle traffic on Wolf Road. During the bus departure peak hour, it is anticipated that buses will depart at a reasonable rate averaging one bus every 32 seconds during the peak 15 minute interval of that hour, or one bus every 50 seconds during the entire peak hour (28 buses departing between the peak 15 minute period of 6:30 AM to 6:45 AM; 72 buses departing during the peak one hour period from 6:00 AM to 7:00 AM).

Dynamic Dispatch and Route Adjustments

It is of paramount importance to First Student that it safely transport each student to school on time every day and return each student to his or her bus stop on time every day. Careful route planning is an important part of achieving on-time service, and so is the ability to make dynamic adjustments on a daily and momentary basis. Each bus is tracked in real time with onboard GPS so that route performance can be evaluated regularly. If experience indicates that the route as initially planned typically takes longer (or shorter) than scheduled, adjustments can be made if recurrent issues arise. If, for example, at the beginning of a school year a particular bus is consistently late to a bell, appropriate adjustments can be made such as establishing an earlier time for departure from the dispatch facility. First Student is in regular communication with local municipal police and emergency services in order to be able to make adjustments to departure times to account for emergency or special event road closures, for example. Bus drivers are trained to call the dispatch office when they experience a delay, such as a prolonged freight train crossing, so that dispatch can alert other drivers who might be able to adjust their route to avoid the crossing closure.

With respect to the railroad crossing at Wolf Road, KLOA concluded that at peak times during the morning and afternoon departures, the number of buses expected to leave the facility southbound across the train tracks would be 7 buses during the morning 15 minute peak and 4 buses during the afternoon 15 minute peak. Given that buses are dispatched at a controlled rate from the facility, KLOA's projection indicates that buses could exit southbound at a rate of less than one bus per minute. If a train crossing occurs during bus departure, First Student's dispatch office will be able to coordinate with drivers to minimize the impact to students. This may include the diversion of a few buses a few minutes ahead of schedule to take a northbound exit. The KLOA report supports the conclusion that this occasional diversion, similar to other in-the-moment adjustments, will not have any appreciable impact on the normal, acceptable level of service on area roadways and intersections.

Conclusion

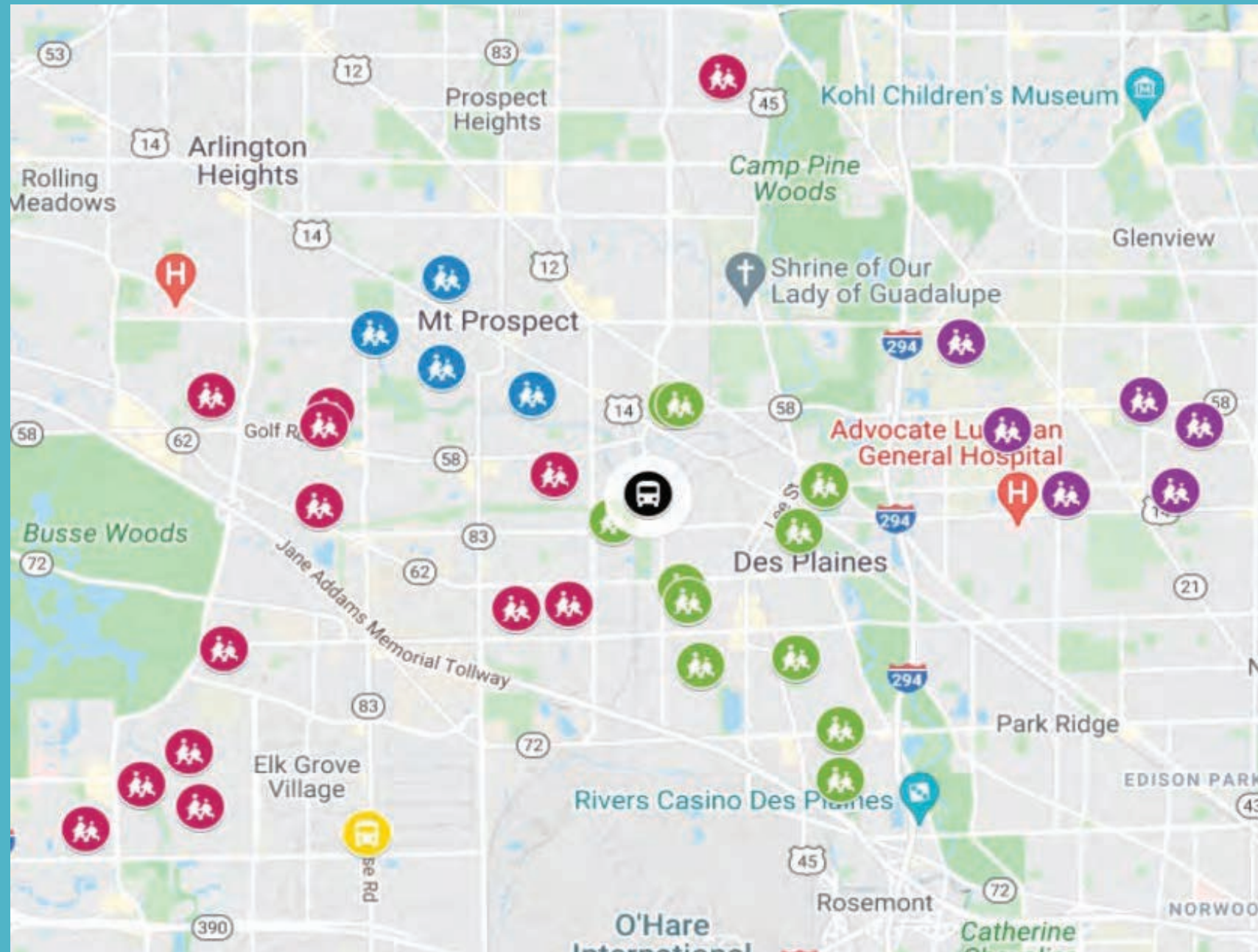
We hope that this memo provides the City Council and community with assurance that First Student's bus routing is done very intentionally and with the interests of the community at heart. We look forward to discussing this matter with the City Council at its November 15th meeting.

Sincerely,



David Meek

Attorney for Applicant



Proposed 580 S. Wolf (Black); Existing 2100 Busse Rd. Elk Grove Village (Yellow)

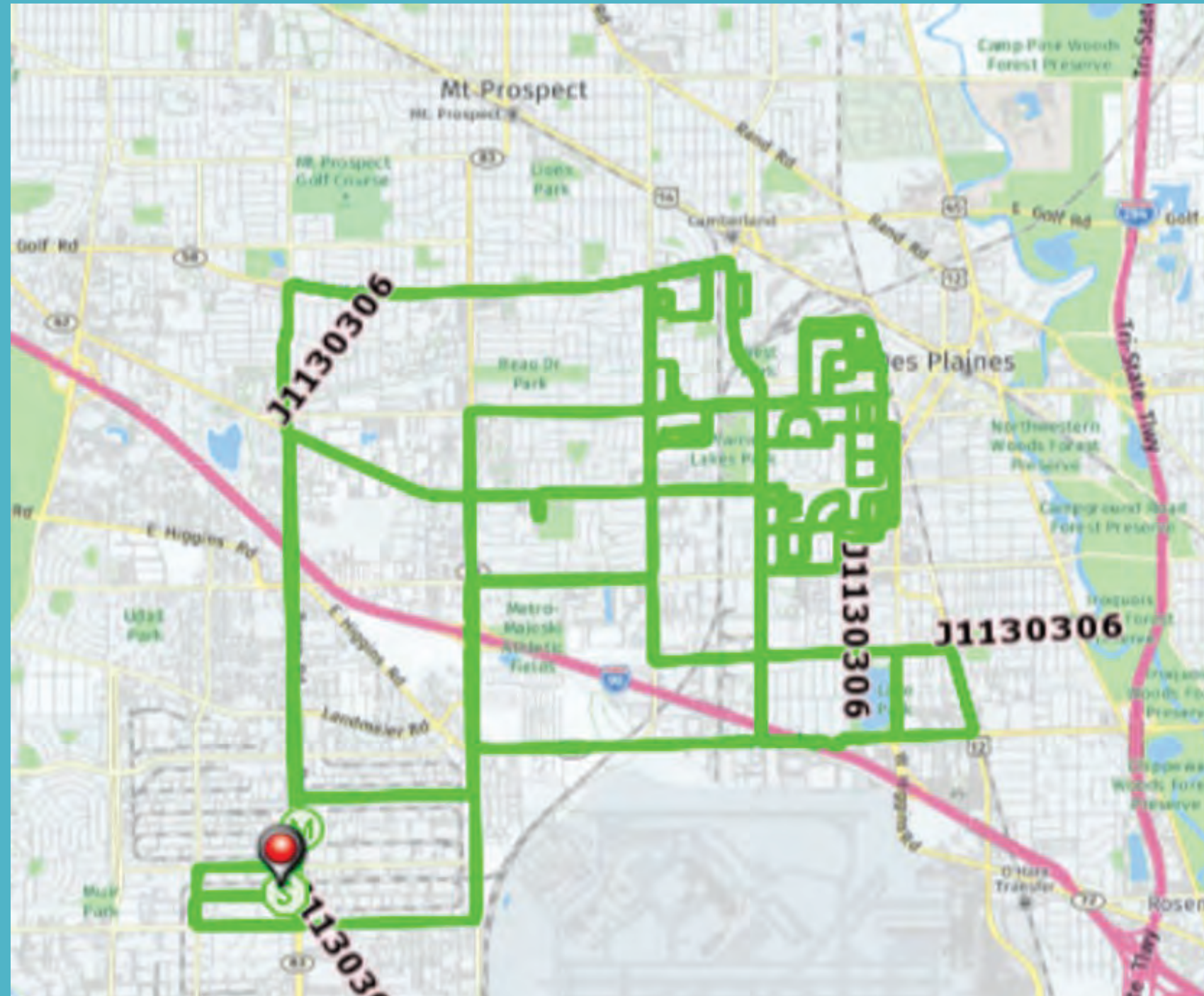
Red: CCSD 59 schools

Blue: Mount Prospect SD 57 schools

Green: Des Plaines CCSD 62 schools

Purple: East Maine SD 63 Schools

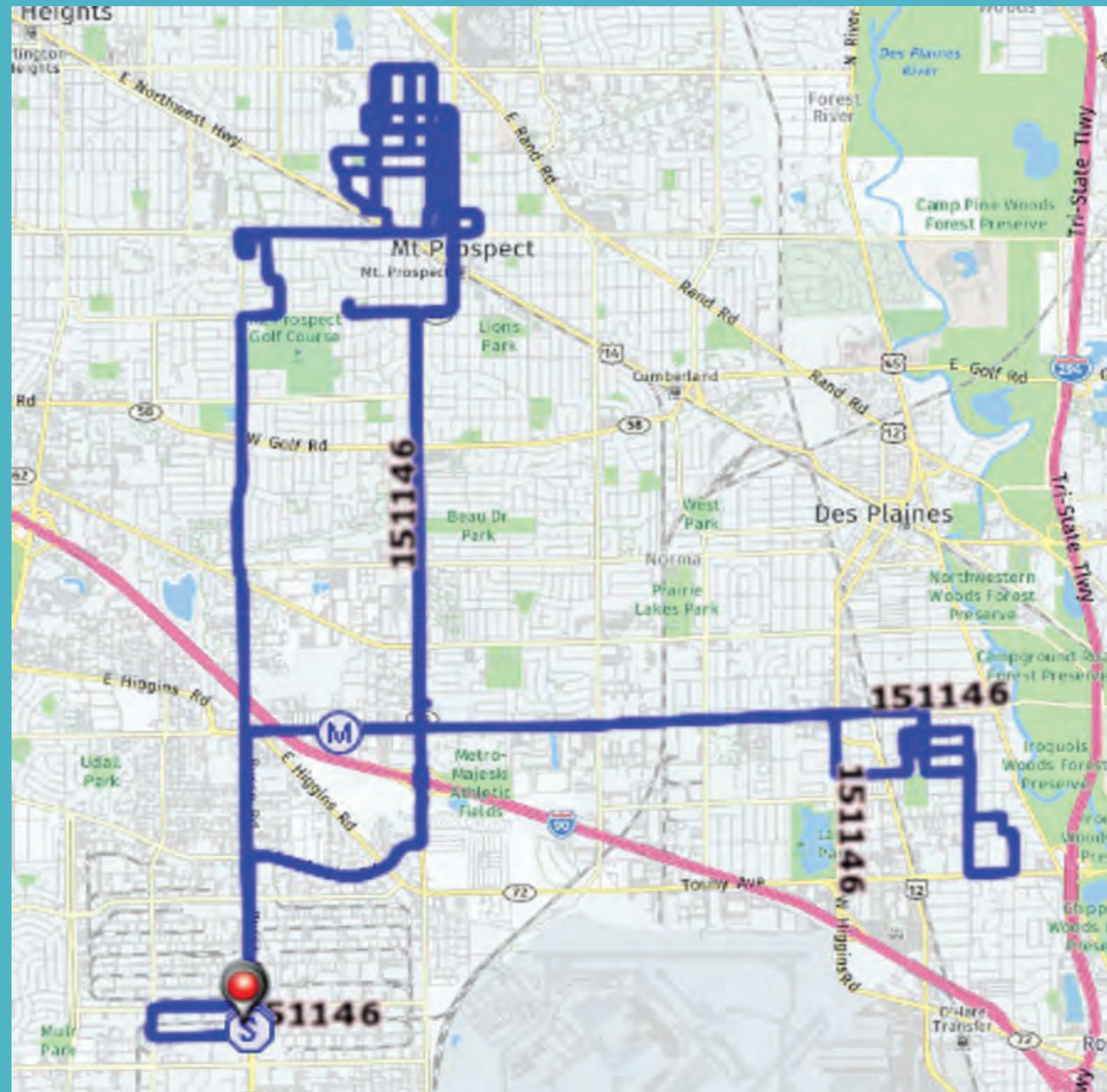
Exhibit A



Example of one Des Plaines CCSD 62 bus route on October 12, 2021

To and from 2100 Busse Road, Elk Grove Village

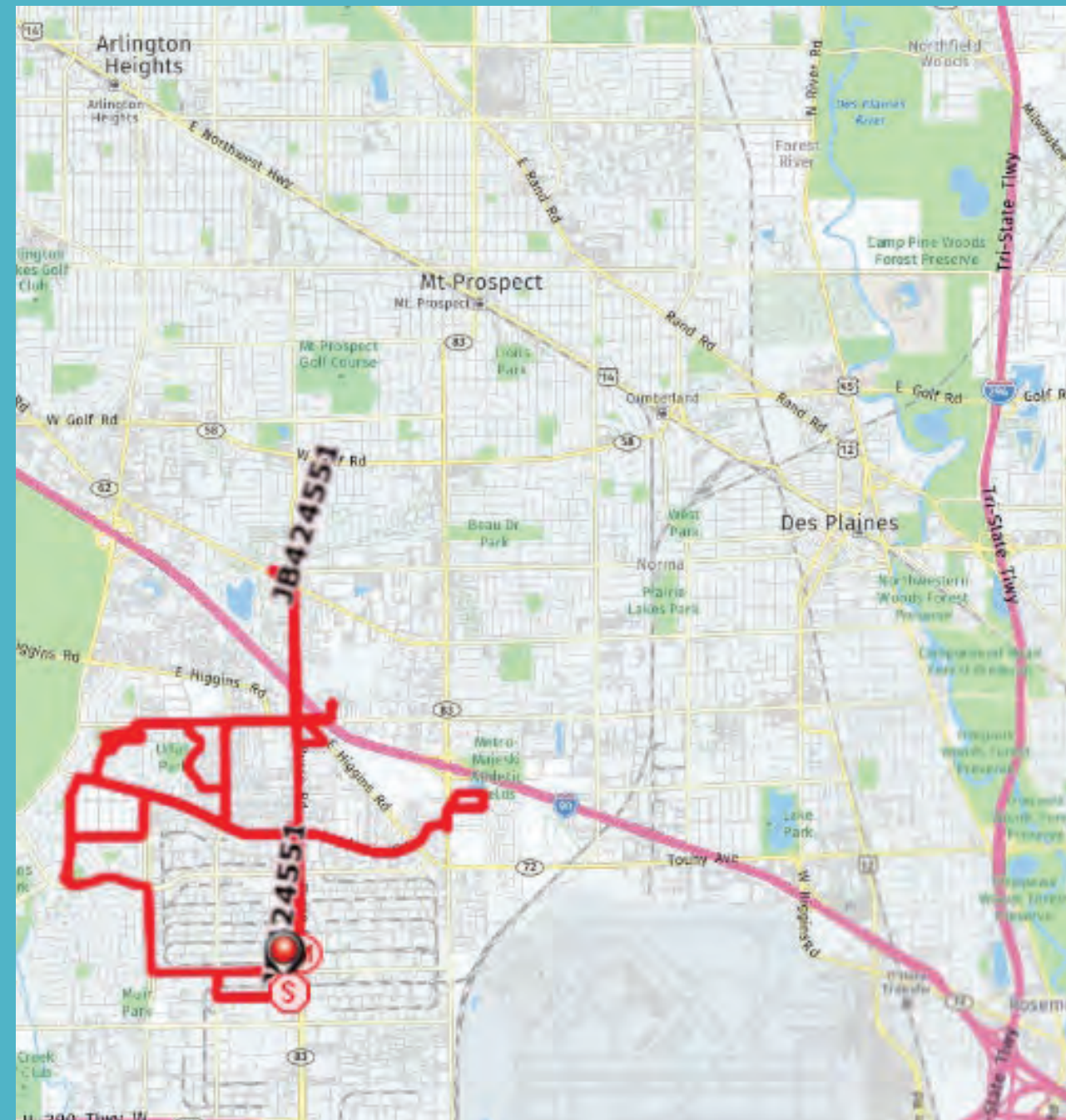
Exhibit B



Example of one Mount Prospect SD 57 bus route on October 12, 2021

To and from 2100 Busse Road, Elk Grove Village

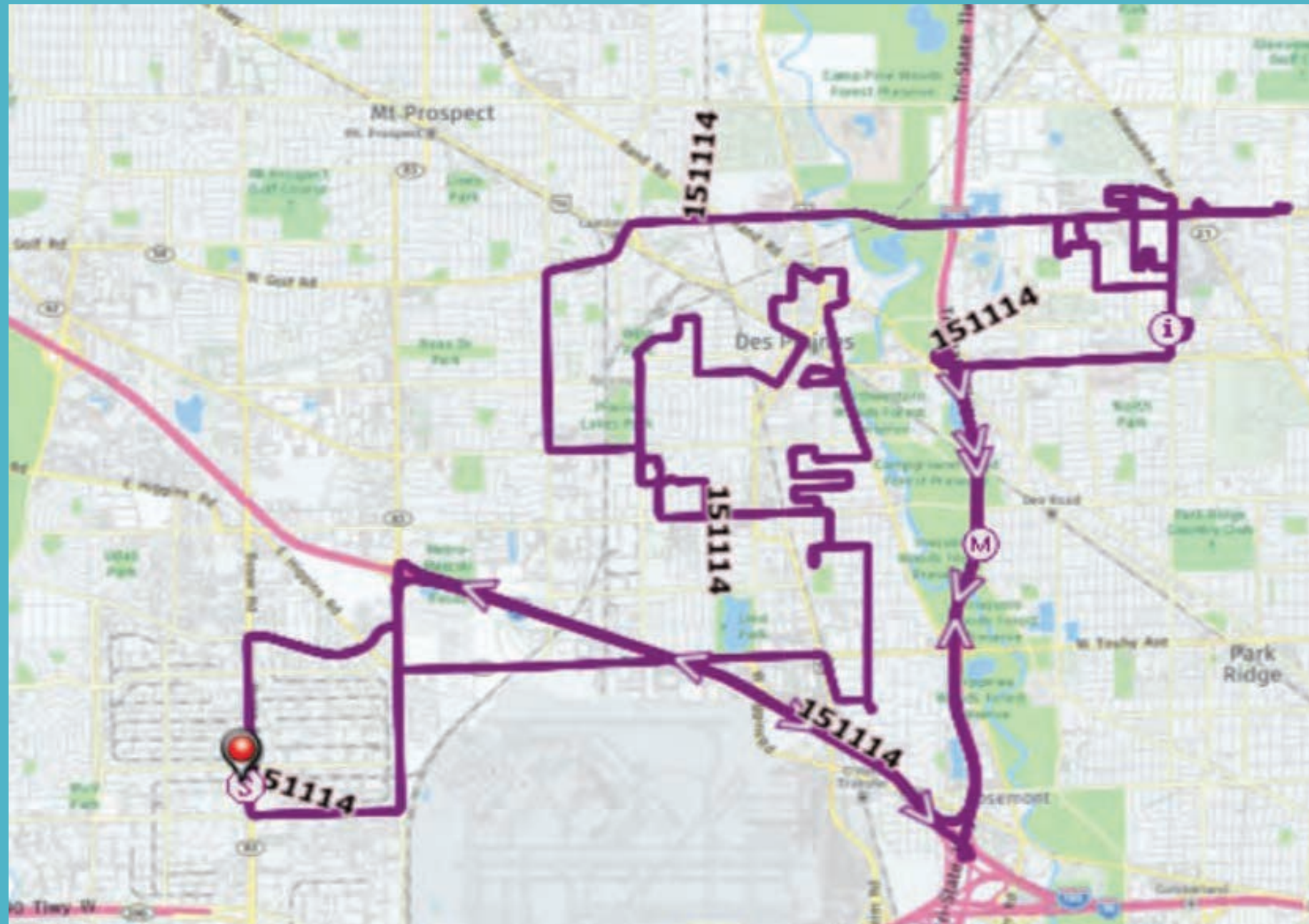
Exhibit C



Example of one CCSD 59 bus route on October 12, 2021

To and from 2100 Busse Road, Elk Grove Village

Exhibit D



Example of one East Maine SD 63 bus route on October 12, 2021

To and from 2100 Busse Road, Elk Grove Village

Exhibit E

Lowest

Highest

15 Mins	4:45	5:00	5:15	5:30	5:45	6:00	6:15	6:30	6:45	7:00	7:15	7:30	7:45	8:00	8:15	8:30	8:45	9:00	9:15
Driver In	2	0	0	1	6	27	28	11	2	3	7	4	2	0	0	4	0	2	2
Bus Out	0	2	0	0	1	6	27	28	11	3	2	7	4	2	0	0	4	0	2
Bus In	0	0	0	0	0	1	0	1	0	1	1	7	3	5	1	22	23	14	3
Driver Out	0	0	0	0	0	0	1	0	1	0	1	1	7	3	5	1	22	23	14
Total	2	2	0	1	7	34	56	40	14	7	11	19	16	10	6	27	49	39	21

Hourly	4:45	5:00	5:15	5:30	5:45	6:00	6:15	6:30	6:45	7:00	7:15	7:30	7:45	8:00	8:15	8:30	8:45	9:00	9:15
Driver In	2	7	34	62	72	68	44	23	16	16	13	6	6	4	6	8	5	11	9
Bus Out	0	3	7	34	62	72	69	44	23	16	15	13	6	6	4	6	8	5	11
Bus In	0	0	1	1	2	2	2	3	9	12	16	16	31	51	60	62	49	26	12
Driver Out	0	0	0	1	1	2	2	2	3	9	12	16	16	31	51	60	62	49	26
Total	2	10	42	98	137	144	117	72	51	53	56	51	59	92	121	136	124	91	58

By The Hour	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00
Driver In	2	7	68	16	4	11	24	6	2	41	37	10	8	1	0
Bus Out	0	3	72	16	6	5	22	14	0	18	59	12	9	1	0
Bus In	0	0	2	12	51	26	0	5	14	26	4	21	58	7	10
Driver Out	0	0	2	9	31	49	0	4	5	35	3	17	60	9	12
Total	2	10	144	53	92	91	46	29	21	120	103	60	135	18	22

Exhibit F

9:30	9:45	10:00	10:15	10:30	10:45	11:00	11:15	11:30	11:45	12:00	12:15	12:30	12:45	13:00	13:15	13:30	13:45	14:00	14:15	14:30
1	6	0	2	14	8	6	0	0	0	0	0	0	2	1	12	3	25	21	9	4
2	1	6	0	2	14	8	6	0	0	0	0	0	0	2	1	12	3	25	21	9
9	0	0	0	0	0	0	3	1	1	0	2	2	10	13	7	5	1	1	0	1
3	9	0	0	0	0	0	0	3	1	1	0	2	2	10	13	7	5	1	1	0
15	16	6	2	16	22	14	9	4	2	1	2	4	14	26	33	27	34	48	31	14

9:30	9:45	10:00	10:15	10:30	10:45	11:00	11:15	11:30	11:45	12:00	12:15	12:30	12:45	13:00	13:15	13:30	13:45	14:00	14:15	14:30
9	22	24	30	28	14	6	0	0	0	2	3	15	18	41	61	58	59	37	23	15
9	9	22	24	30	28	14	6	0	0	0	2	3	15	18	41	61	58	59	37	23
9	0	0	0	3	4	5	5	4	5	14	27	32	35	26	14	7	3	4	5	11
12	9	0	0	0	3	4	5	5	4	5	14	27	32	35	26	14	7	3	4	5
39	40	46	54	61	49	29	16	9	9	21	46	77	100	120	142	140	127	103	69	54

14:45	15:00	15:15	15:30	15:45	16:00	16:15	16:30	16:45	17:00	17:15	17:30	17:45	18:00	18:15	18:30	18:45
3	7	1	1	1	4	4	0	0	1	0	0	0	0	0	0	0
4	3	7	1	1	1	4	4	0	0	1	0	0	0	0	0	0
2	2	6	7	6	17	26	11	4	4	0	1	2	5	4	1	0
1	2	2	6	7	6	17	26	11	4	4	0	1	2	5	4	1
10	14	16	15	15	28	51	41	15	9	5	1	3	7	9	5	1

14:45	15:00	15:15	15:30	15:45	16:00	16:15	16:30	16:45	17:00	17:15	17:30	17:45	18:00	18:15	18:30	18:45
12	10	7	10	9	8	5	1	1	1	0	0	0	0	0	0	0
15	12	10	7	10	9	8	5	1	1	1	0	0	0	0	0	0
17	21	36	56	60	58	45	19	9	7	8	12	12	10	5	1	0
11	17	21	36	56	60	58	45	19	9	7	8	12	12	10	5	1
55	60	74	109	135	135	116	70	30	18	16	20	24	22	15	6	1

Site Photos by Staff



Looking south down Wolf Road at entrance



Front (east) facade of existing building



Existing building with overhead power lines



Existing fence at Wolf frontage/entrance with batch plant in background



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

October 27, 2021

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 580 S. Wolf Road, Case #21-044-CU-V, 4th Ward
RE: Consideration of Conditional Use for a Livery Service

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on October 26, 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 Livery Service Use at 580 S. Wolf Road in the M-2, General Manufacturing district, and several variations concerning landscaping requirements.

1. The petitioner and his team provided a detailed description of the requests and their components for the request to locate a livery service use on the subject property in place of the old concrete batch plant that is currently located on site. The petitioner's attorney explained that the company, First Student, is a bus service provider that is looking to relocate their business to the 8.5-acre site to serve as its main hub for operations given the subject property's central location to the areas they currently service. He provided an overview of the industrial development in the surrounding region noting that the proposed livery service is in line with existing industrial uses in this area. He also mentioned that the redevelopment of this site for the proposed livery service would improve the site and scale back intensity of the use in comparison with the previous concrete batch plant. The petitioner's attorney mentioned that the proposal includes an interior remodel of the existing north building with minor non-structural exterior improvements and the demolition of all other buildings on site. He also noted the proposed fuel tanks and their location at the northeast portion of the subject property, which are required to be positioned there. He added that the garbage dumpster will be stored inside the back of the north building, except on trash collection days.

The petitioner's attorney described that First Student will operate 150 buses out of the 236 buses parked on site during the school year, as the remainder of the buses will be undergoing maintenance, inspections, and/or repairs. He added that up to 25 buses would be utilized in the summer months for summer school transportation. The petitioner's attorney discussed shifts and routing plans for the proposed livery service noting that First Student utilizes routing software that determines the best route and departure time to ensure bus routes are completed in a timely manner. The buses have GPS and the adaptive software monitors each bus route service on a daily basis to determine if any adjustments need to be made to the route, departure time, etc. It was discussed that the bus departure times will be staggered mornings and afternoons based on individual bus routes with roughly ten to twelve buses departing every 15 to 20 minutes. The representative from First Student noted that roughly 60% of the departing buses will travel south on Wolf Road and the remainder will travel north.

Concerning noise, he explained that bus drivers arrive on site around 6:30 am and perform a three to five minute inspection of the bus—with the bus running for a portion of the inspection—before departing at the assigned time for their route. Buses are backed into parking spaces in the afternoon/evening so they will not need to back out of a parking space in the mornings, thus reducing noise. The petitioner's attorney noted that city code exempts all vehicles and equipment operated by the city, any other unit of government,

and any utility, or any of their contractors or subcontractors, in the course of performing services or work, including, without limitation, public safety and emergency response services, for the general welfare of the public from the noise regulations. He added that even if the proposed livery service was not exempt from the noise regulations, the parking spaces are setback a minimum of 200 feet from residences and the anticipated noise levels of this use would meet the noise standards within City code.

The petitioner's attorney concluded with an overview of the traffic study prepared by KOLA, which was conducted during the school year. It was noted that study found that most bus movements occur during off-peak traffic hours in both the morning and afternoon and that traffic generated from the proposed use is distributed over several hours. A landscape architect provided information regarding the proposed landscaping site-wide mentioning that the proposed plantings are significant in size, fast growing, and will be ideal to provide adequate screening of the site from surrounding properties.

2. The PZB Members asked if the bus routing system take into account the train schedule for the tracks in the region; if the petitioner considered using the long driveway from the south boundary of the property to Thacker Street; if diesel buses would be run often during cold weather conditions; if buses are plugged in when not in use; how the KOLA representative determined that the traffic levels will not be majorly impacted with the proposed livery service; how the daily trip number for the concrete batch plant was obtained; how the bus routes coincide with the bell times for the locations that First Student is servicing; and how the Level of Service (LOS) projections for 2028 in the traffic study are determined.

The petitioner and his team responded that the bus routing system does not take into account train schedules but the traffic study mentions that there are six trains that run during the day and that there are not many during the major bus routing times; that they looked into this but it was not a viable option for First Student and the City given the inadequate room for bus turning and movements; that they will start and run buses throughout the nights in extreme weather conditions as needed; that they do on existing sites but may not have this ability for this site; that the daily trip numbers for the concrete batch plant were provided to them from existing ownership of the property; and that the bus routing schedule is based of typical bell times for the locations they service which are around 7:30 am for junior highs and 8:20 am to 9 am for elementary schools. The representative from KOLA answered the questions regarding the traffic study explaining that the staggered departure times, lack of overlap between the bus routing schedule and peak travel times, adequate capacity at both signalized intersections on Wolf Road at Thacker Street and Golf Road with the four lane road, and five year growth projections indicate that the proposed livery service will not have a significant impact on traffic levels in the area. He added the proposed changes and movements at the intersection of Wolf Road and the entrance of the subject property lead to the projected LOS changes in 2028 as noted in the traffic study.

3. Community and Economic Development staff summarized the staff report and recommended five 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 the required 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 requires the installation of a public sidewalk across the subject property's frontage along Wolf Road.
4. Multiple members of the public spoke on this petition expressing concerns with safety, noise, aesthetics, decline in property values, parking, and traffic anticipated with the proposed livery service use. Many members of the public felt that the site and the abutting railroad tracks presented many safety issues for children and were worried that the proposed development may create unsafe conditions for children. It was mentioned that the existing concrete block wall along the west property line is incomplete and is unsightly and required many individuals to ask what would be done with the wall moving forward. Many members of the public had concerns with the overall aesthetics of the site even after its redevelopment for

the livery service use given the nature of the request and the number of landscape variations requested. Members of the public asked if there would be other vehicles besides buses on site and if buses will sit idle all summer or if they are moved during the summer months. A decline in property values was identified as a perceived result of the proposed livery service use even with the proposed site improvements.

There were also many concerns with noise of the proposed use given that residents in the surrounding area are already subjected to regular noise pollution from trains, planes, and from previous uses of the subject property. Idling buses and back-up sirens are referenced as major concerns for surrounding residents given the morning shift for the livery service, which starts at 6:30 am. Fumes from the fuel tanks and bus exhaust were also concerns expressed by members of the public who felt that a use solely focused around the operation of larger vehicles would produce unsightly pollution and health risks. Members of the public inquired about available employee parking for this use, as they were worried that employees would be parking on their neighborhood streets during the day while at work. The last major concern from the public was traffic and the frequency of buses departing and arriving on site and its impact on the surrounding area. The members of the public felt that the number of buses entering and exiting the site was substantial and posed several traffic congestion concerns, even with the proposed staggered bus route schedule and findings from the traffic study.

The petitioner's attorney responded that the proposed landscaping is substantial and will provide adequate screening to reduce the unsightliness of the site. He also mentioned that the other site improvements, such as the demolition of the accessory buildings and the repaving of the lot, will also assist in cleaning up the site and reducing negative impact on surrounding properties. He stressed that they cannot do anything with the existing concrete block wall because it is on the railroad property and the railroad has not allowed them to lease that property and/or make improvements. It was added that the livery service will only operate buses so no other vehicles, besides employee personal vehicles, will be located on site. A representative from the current property ownership mentioned that there were was a large number of vehicles entering and exiting the site with the previous use in larger volumes than what is anticipated with the proposed livery service use.

5. The PZB *recommended* (4-1) that the City Council *approve* the request with the five conditions in the staff report and two additional conditions derived from the traffic study findings: (i) evaluate the travel paths of the school buses to determine if there are any opportunities to reroute them and minimize the number of buses that will travel to/from the south on Wolf road and cross the railroad tracks; and (ii) monitor the operations of the facility annually after opening to determine if any adjustments to the routing and times of departure will be necessary.

Respectfully submitted,



James Szabo,
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

Case 21-043-V
Case 21-044-CU-V
Case 21-038-TA

543 S. Fifth Avenue
580 S. Wolf Road
Citywide

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2. Address: 580 S. Wolf Road

Case Number: 21-0444-CU-V
Public Hearing

The petitioner is requesting the following items: (i) a Conditional Use from Section 12-7-3(K) of the Des Plaines Zoning Ordinance, as amended, to allow a livery service in the M-2 zoning district; (ii) Major Variations from Section 12-10-8(A) to provide relief from the interior parking lot landscaping requirements; (iii) a Major Variation from Section 12-10-8(B) to provide relief from the perimeter parking lot landscaping requirements; (iv) a Major Variation from Section 12-10-10 to provide relief from the foundation landscaping requirements; (v) a Major Variation from Section 12-10-9 to provide relief from the landscape buffer requirements; and (vi) the approval of any other such variations, waivers, and zoning relief as may be necessary.

PIN: 09-18-400-006-0000
Petitioner: Transport Properties, LLC, 980 N. Michigan Avenue, Suite 1280,
Chicago, IL 60611
Owner: Chicago Title Land Trust Company, 1701 Golf Road, Suite 1-102,
Rolling Meadows, IL 60008

Chairman Szabo swore in David Meek, Becker & Gurian, Attorney for the Petitioner; Chris Iddings, First Student; Tim McCahill, Transport Properties, LLC; Katherine Talty, Talty Landscape Architects; Luay Aboona, KLOA; Randi Willie, Lafarge Fox River Decorative Stone; and Yulyia Kravesov, Meyer Material.

Mr. Meek provided an overview of the Petitioner's request. The owner, Transport Properties, LLC, has secured a tenant for the property, First Student. Petitioner wishes to remove all structures on site with the exception of the existing main building for office space and fill the remainder of the lot with buses.

Mr. Iddings provided an overview of First Student operations, which operates school buses for various School Districts. Approximately 150 school buses will be on site and 15-20 buses leave in a 15 minute window during their peak hours with minimal idling.

Chairman Szabo asked if the Board had any questions.

Member Veremis asked if First Student took into account the train traffic in the area. Mr. Meek stated that they did consider the trains and that there are six trains per day on Wolf.

Chairman Szabo asked if the buses were diesel; what do they do in extreme cold weather. Mr. Iddings stated that the buses are started throughout the night in cold weather; due to Covid, schools call days off earlier and students are able to work from home.

Ms. Talty reviewed the landscaping plans for the site.

Mr. Meek reviewed the traffic study and traffic impacts. Buses are located 200 feet from the nearest homes and the majority of homes are significantly more.

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Member Saletnik stated that the traffic study is the most important item in this request; trains can have 100 cars; tracks can be blocked for 10 minutes or more. Mr. Aboona stated that Wolf Road peaks from 7:30AM-8:30AM and the buses are driven during off-peak hours.

Member Saletnik stated that this will have a major traffic impact in the area; he questions the traffic report and believes that 890 trucks entering and departing the concrete plant number is a gross exaggeration; he's concerned about school bell times; these are key points in whether the Conditional Use should be approved.

Member Catalano asked for verification on the Capacity Analysis Results. Mr. Aboona explained the peak hour traffic and their direction.

Chairman Szabo asked if there were any questions or comments from the audience.

Ms. Cheryl Pratt, 681 Kenilworth, Des Plaines, stated that she is a 29 year resident; there's graffiti everywhere on the site currently; this area is not safe for kids; there will be a noise problem. Mr. Meek stated that the Conditional Use will clean up the property and the area will be fenced to control noise.

Ms. Linda Garner, 661 Kenilworth, Des Plaines, stated that the Petitioner is not following the landscaping rules; back-up noise from buses is unbearable; diesel fumes are not safe; this will affect their property values; concerned about the hours of operation. Ms. Talty reviewed the heights of trees, which are fast growing and will reach heights of 50 feet to block noise and views of the property. Mr. McCahill stated that as the owner, they are going above and beyond to make the neighbors happy.

Member Saletnik again reiterated his doubts regarding the Traffic Study; bell times should be provided to the City Council before they approve; he again questions the Study's statement that the concrete plant had 600 daily concrete mixer trucks (300 in and 300 out).

Mr. Randi Willie, 1300 S. IL Route 31, Elgin, stated that he formally worked for Meyer Material; the traffic count probably included more than trucks and included cars of employees.

Ms. Kravesov applauds Transport Properties, LLC use of the property and what they are trying to do; this is a good option for the community; they have looked for a buyer for years.

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

Issue: The petitioner is requesting the following items: (i) a Conditional Use as required by Section 12-7-3(K) of the Zoning Ordinance to allow a livery service in the M-2 zoning district; (ii) Major Variations from Section 12-10-8(A) to provide relief from the interior parking lot landscaping requirements; (iii) a Major Variation from Section 12-10-8(B) to provide relief from the perimeter parking lot landscaping requirements; (iv) a Major Variation from Section 12-10-10 to provide relief from the foundation

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landscaping requirements; and (v) a Major Variation from Section 12-10-9 to provide relief from the landscape buffer requirements

Address: 580 S. Wolf Road
Petitioner: Transport Properties, LLC, 980 N. Michigan Avenue, Suite 1280, Chicago, IL 60611
Owner: Chicago Title Land Trust Company, as Trustee of the Chicago Land Trust Company Trust #53278

Case Number: 21-044-CU-V
Real Estate Index #: 09-18-400-006-0000

Ward: #4, Alderman Artur Zadrozny

Existing Zoning: M-2, General Manufacturing District

Existing Land Use: Vacant; was last Meyer Material former concrete batch plant

Surrounding Zoning: North: M-2, General Manufacturing District
South: R-1, Single Family Residential District
East: R-1, Single Family Residential District / M-2, General Manufacturing
West: R-1, Single Family Residential District

Surrounding Land Use: North: ComEd (Utilities) / Industrial Building
South: Single Family Residences (Residential)
East: Industrial Building / Single Family Residences (Residential)
West: Railroad; Single Family Residences (Residential)

Street Classification: Wolf Road is classified as a minor arterial.

Comprehensive Plan: The Comprehensive Plan illustrates this site as industrial.

Issue: The petitioner is requesting variations (major and minor) from the Zoning Ordinance to allow a parking pad and to reduce the minimum side yard at 2071 Pine Street.

Project Description: The petitioner, Transport Properties, LLC, has requested a Conditional Use for a Livery Service Use and several variations for landscaping and screening at 580 S. Wolf Road. The 8.5-acre subject property is situated

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in between two separate railroads to its west and south, and is within the M-2 General Manufacturing district, where a Livery Service is a conditional use. The Plat of Survey (Attachment 4) shows a main building on the northeast side of the lot and multiple other structures throughout the remainder of the site, most notably a concrete production tower ("batch plant"). These are surrounded by paved, semi-paved, and gravel areas. Access to the subject property is available off Wolf Road only. At one time, there was a southern access road utilized off Thacker Street. However, this access point would be closed off and not be utilized for this use.

The petitioner wishes to remove all structures on site with the exception of the existing main building: a one-story warehouse building with the two-story attached office space located on the northeast corner of the site and fill the remainder of the lot with 16 passenger vehicle and 236 bus parking spaces as noted in the Site Plan Exhibit (Attachment 5). The petitioner wishes to utilize the existing 24,690-square-foot, one-story warehouse portion of the building for bus maintenance and storage, and use the two-story office portion (6,430-square foot first level and 2,433-square foot second level) of the building for all office activities. The proposal does not include changes to the exterior of the building, as the petitioner is interested in utilizing the existing doors, windows, building materials, and finishes as indicated in the Building Plans (Attachment 6). The petitioner's proposal also includes site improvements such as the addition of a new paved and striped parking area, landscaping along the perimeter of the parking lot area, new interior parking lot landscape beds, new turf areas, a 5,000-gallon fuel tank, and proposed screening with an eight-foot-tall fence around the entire site as shown on the Site Plan Exhibit (Attachment 5). Staff has added a condition that the dumpster shall be stored inside the building except during trash pickup days.

The proposed floor plan includes a 5,570-square-foot first-floor office area, 2,212-square-foot second floor office area, an 8,407-square-foot service bay area, and a 15,568-square-foot bus equipment and storage area, totaling 27,123 square feet. Note that the floor area calculation excludes bathrooms, mechanical rooms, hallways, stairwells, and storage areas up to ten percent of the entire combined floor area. The Livery Service use follows the off-street parking regulations for offices to accommodate employee, guest, and livery service related vehicle

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parking. Pursuant to Section 12-9-7 of the Zoning Ordinance, one parking space is required for every 250 square feet of gross floor area. A total of 109 off-street parking spaces are required, including five handicap accessible parking spaces. The Site Plan Exhibit (Attachment 5) provides 16 personal vehicle spaces, including one handicap parking space, and 236 bus parking spaces totaling 252 total spaces. However, the site plan does not designate all five required accessible parking spaces. Staff has added a condition that the petitioner's site plan submitted at the time of building permitting contain all required accessible parking with the required striping and dimensions.

The initial tenant for the livery service, First Student, anticipates having approximately 150 school buses parked on the subject property with an additional 10-15 buses typically in service for maintenance or repair. Roughly 20-25 office, dispatch, and maintenance employees will be on the subject property during a.m. and p.m. shifts. For the a.m. shift, maintenance employees arrive starting at 5 a.m., and shift bus drivers will arrive starting at 6:15 a.m. for 6:30 a.m. departures. Bus service during the morning shift will be staggered starting at 6 a.m. and ending around 9:30 a.m. The shift cross-over is between 11 and 12 a.m. For the p.m. shift, bus service shift will be staggered starting at 1 p.m. with buses returning by 5:30 p.m. Afternoon shift workers will leave at 5:30 p.m. A majority of the bus operations will occur during the regular school year from mid-August through early June. However, roughly 20-25 buses will be utilized during the summer months for the summer school season. See the Project Narrative (Attachment 1) for more details.

The petitioner submitted a traffic study by KLOA, Inc. to assess the anticipated impact of the new livery service on the subject property and surrounding infrastructure. The traffic study concludes that the anticipated traffic volumes of this use would be primarily generated outside of peak hours of adjacent roadway traffic on Wolf road and would generate less overall traffic than the previous concrete batch plant did. There were no concerns that the existing access system is sufficient to handle the proposed livery service. However, it was noted that "additional evaluation" should occur regarding the at-grade railroad crossing on Wolf Road, just south of the entrance to the subject property (in other words, there is some concern about bus queueing and backup around the tracks). It was suggested that bus routing and/or departure time could be adjusted to limit the number of buses utilizing the railroad

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crossing on Wolf Road—meaning that buses could be routed mostly to the north (left) when leaving the property and would return from the same direction, generally avoiding the tracks. Consider, however, that this would add to traffic that would likely come to the Golf-Wolf intersection approximately a half-mile to the north.

Whether buses are required to come to a complete stop each and every time they cross the tracks is a question the petitioner should be prepared to address. The PZB should evaluate during the public hearing and may consider an additional condition that a routing plan should be added to the submittal prior to consideration of the City Council.

Regarding sound impacts, consider the proposed user (First Student) will consist of many school vehicles that have an audible backing sound/beep. The petitioner writes in the Project Narrative that upon returning to the facility each night, vehicles would be backed in, causing the concentration of the sound to occur in mid-to-late afternoons instead of early in the morning. In addition, like all vehicles, there is sound from engine start-up. Transport Properties would discourage First Student from idling, except when required for vehicle maintenance. See Attachment 1 for more details.

Major Variations

Project Description: ____

The petitioner is also requesting several variations with the conditional use request regarding landscape requirements. The original request included a variation to reduce the required number of off-street parking spaces on the subject property from 31 to sixteen. However, as stated above and noted in the Livery Service definition in Section 12-13-3 of the Zoning Ordinance, the livery service use shall follow the parking regulation for offices to accommodate employee, guest, *and livery service related* vehicle parking. This allows the proposed bus parking spaces to be factored into the total off-street parking space calculation, negating the need for a variation. However, it is important to note that the Site Plan Exhibit (Attachment 5) will still need to be revised to provide the five required mobility impaired parking spaces pursuant to Section 12-9-8(A) of the Zoning Ordinance.

The petitioner has also requested several variations pertaining to landscape requirements as summarized in the table below. Due to the nature of the use, the requested variations for relief from interior parking

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lot landscaping requirements—specifically quantity of trees and location of landscape areas—could be warranted based on design, as the request does intend to provide a substantial amount of landscaping throughout the site where there is currently none. Conversely, perimeter parking lot landscaping, landscape buffering, and foundation landscaping are paramount to bringing the existing property closer to conformance with the Zoning Ordinance and are arguably achievable given the layout of the subject property, the existing building, and the property’s close proximity to single-family development on three of its four sides. Discussion of the variation standards are addressed by the petitioner in the Responses to Standards (Attachment 2).

Request	Requirement	Proposal
Interior Parking Lot Landscaping – Quantity of Trees	161	125
Interior Parking Lot Landscaping – Location of Landscaped Areas	Located every 30 parking spaces and at the end of all parking rows.	Landscape area after 34 spaces and no areas at the end of two parking rows.
Perimeter Parking Lot Landscaping – # of Trees	7	4
Foundation Landscaping	Min. 3’ wide landscape bed covering 25% of building’s foundation	Existing Foundation Landscaping Without Additions
Landscape Buffers (i.e., screening)	8’ Solid wood, vinyl, or masonry fence along 100% of yard length	6’ solid wood fence along Wolf Road and 6’ chain link for rest of site.

Conditional Use Findings: Conditional Use requests are subject to the standards set forth in Section 12-3-4(E) of the Zoning Ordinance. The petitioner provided responses to standards, which the PZB should read and evaluate, deciding whether or not to adopt as findings. Holistically, staff views this potential use as one that is not free from neighbor impacts, particularly around traffic and sound. However, the impacts may be more preferable than a concrete-production user (e.g. smell, sound) or a large vacant site (e.g. fly dumping, property maintenance, eyesore/aesthetics, drag on property values). If approved, this project would return a vacant site to productive use. Stormwater management requirements would necessitate the installation of on-site detention (currently planned to be installed underground), which would improve drainage. The site is constrained from redevelopment with, for example, a modern industrial user

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because the overhead power lines limit building height (floor-to-ceiling), which is a crucial consideration in industrial site selection.

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

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

2. **The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

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: 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: Please see the petitioner's responses to Standards for Conditional Uses.

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

Comment: 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: 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: 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: 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:**

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Comment: 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: 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. The petitioner provided responses to standards, which the PZB should read and evaluate, deciding whether or not to adopt as findings.

- 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: 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: 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: 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: Please see the responses to standards from the Petitioner.

- 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.**

Case 21-043-V
Case 21-044-CU-V
Case 21-038-TA

543 S. Fifth Avenue
580 S. Wolf Road
Citywide

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Comment: 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: 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: 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: 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) and Section 12-3-6(G) (Standards for Review 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 conditional use and variations for a Livery Service Use at 580 S. Wolf 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) and Section 12-3-6(H) (Standards for Variations) of the Zoning Ordinance. If the PZB recommends and City Council ultimately approves the request, staff recommends the following conditions.

Conditions of Approval:

1. That a public sidewalk is installed across the subject property's frontage along Wolf Road to the applicable specifications of the Des Plaines Municipal Code and additional governmental agency regulations as necessary.
2. The dumpster shall be stored inside the building except during trash pickup days. If a future trash enclosure is pursued, a building permit with plans for the dumpster enclosure in compliance with Section 12-10-11 of the Zoning Ordinance shall be submitted to staff.
3. The Site Plan shall be revised to contain all required accessible parking spaces with the required striping and dimensions and resubmitted at the time of building permitting.
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.

Case 21-043-V
Case 21-044-CU-V
Case 21-038-TA

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5. The use shall be monitored regularly for compliance with the Environmental Performance Standards in Chapter 12 of the Zoning Ordinance, particularly regarding sound/noise. Sufficient documentation regarding the proposed fuel tank shall be submitted with the application for a building permit to suffice for a Fire and life safety approval, pursuant to Sections 12-12-3 and 12-12-4.

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

A motion was made by Board Member Hofherr, seconded by Board Member Catalano, to recommend approval of 580 S. Wolf Road requesting a Conditional Use from Section 12-7-3(K) of the Des Plaines Zoning Ordinance, as amended, to allow a livery service in the M-2 zoning district. Member Catalano added the following two conditions, each of which is stated in the conclusions of the traffic report submitted by the applicant. These were added to the five conditions recommended by staff:

6. Evaluate the travel paths of the school buses to determine if there are any opportunities to reroute them and minimize the number of buses that will travel to/from the south on Wolf Road and cross the railroad tracks; and
7. Monitor the operations of the facility annually after opening. This would include keeping track of bus departure times and routes of travel throughout the morning period. This should be utilized to determine if any adjustment to the routing and times of departure will be necessary.

AYES: Hofherr, Catalano, Veremis, Saletnik

NAYES: Saletnik

ABSTAIN: None

*****MOTION CARRIED *****

A motion was made by Board Member Hofherr, seconded by Board Member Catalano, to recommend approval of 580 S. Wolf Road requesting the following items: Major Variations from Section 12-10-8(A) to provide relief from the interior parking lot landscaping requirements; a Major Variation from Section 12-10-8(B) to provide relief from the perimeter parking lot landscaping requirements; a Major Variation from Section 12-10-9 to provide relief from the landscape buffer requirements; and a Major Variation from Section 12-10-10 to provide relief from the foundation landscaping requirements.

AYES: Hofherr, Catalano, Veremis, Saletnik

NAYES: Saletnik

ABSTAIN: None

*****MOTION CARRIED *****

CITY OF DES PLAINES

ORDINANCE Z - 56 - 21

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT AND MAJOR VARIATIONS FOR THE OPERATIONS OF A LIVERY SERVICE USE AND MAJOR VARIATIONS AT 580 S. WOLF ROAD, DES PLAINES, ILLINOIS.

WHEREAS, Transport Properties, LLC ("**Petitioner**") is the contract purchaser of the property commonly known as 580 S. Wolf Road, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property is located in the M-2 General Manufacturing District of the City ("**M-2 District**"); and

WHEREAS, the Subject Property is currently improved with a one-story single-tenant warehouse building and attached a two-story office building ("**Building**") and multiple accessory structures; and

WHEREAS, the Petitioner desires to demolish all of the structures on the Subject Property except the Building and operate a school bus depot on the Subject Property ("**Proposed Use**"); and

WHEREAS, the Proposed Use is classified as a livery service use pursuant to Section 12-13-3 of the City of Des Plaines Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**"); and

WHEREAS, pursuant to Section 12-7-3.K of the Zoning Ordinance, the operation of a livery service use is permitted in the M-2 District only with a conditional use permit; and

WHEREAS, Section 12-10-8(A) of the Zoning Ordinance requires that at least five percent of the interior of a parking lot be devoted to landscaping, that interior landscaping areas must be located at the end of every parking row and after each 30 spaces within a row, and that such landscaping must include one shade tree for every 100 square feet of landscaping area; and

WHEREAS, Section 12-10-8(B) of the Zoning Ordinance requires perimeter landscaping to be established along the end of a parking lot within a required yard or within 20 feet of a lot line, including one tree for every 40 feet of such landscaping; and

WHEREAS, Section 12-10-10 of the Zoning Ordinance requires foundation landscaping around 25 percent of the Building; and

WHEREAS, Section 12-10-9 of the Zoning Ordinance requires the installation of an eight-foot solid wood, vinyl, or masonry fence along the entire length of yards abutting a residential district; and

WHEREAS, the Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("**Department**") for a conditional use permit to allow a livery service 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 Applicant also applied for the following major variations from the Zoning Ordinance: (i) a variation from Section 12-10-8(A) of the Zoning Ordinance to reduce the required number of interior landscape area trees from 161 to 125; (ii) a variation from Section 12-10-8(A) of the Zoning Ordinance to eliminate the required interior landscape beds at the north ends of the two sets of bus parking rows nearest the south end of the Building; (iii) a variation from Section 12-10-8(A) to allow an interior landscape bed to bisect the westernmost row of bus parking such that 34 spaces are located to the south and 27 parking spaces are located to the north when interior landscaping areas are required every 30 parking spaces; (iv) a variation from Section 12-10-8(B) of the Zoning Ordinance to reduce the required number of perimeter landscape area trees from seven to four; (v) a variation from Section 12-10-10 of the Zoning Ordinance to eliminate the required foundation landscaping around the existing north building and utilize the existing landscaping on site; and (vi) a variation from Section 12-10-9 of the Zoning Ordinance to allow the installation of security fencing around the parking area consisting of a six-foot-tall solid wood fence along the Wolf Road frontage, and a six-foot-tall chain link fence along the south, west, and north perimeter property lines (collectively, the "**Variations**") (collectively, the Conditional Use Permit and the Variations are the "**Requested Approvals**"); and

WHEREAS, the Subject Property is owned by Chicago Title Land Trust Company, as Trustee under a Trust Agreement dated July 17, 1968, known as Trust Number 53278 ("**Owner**"), which has consented to the Petitioner's application; and

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

WHEREAS, within 90 days from the date of the Petitioner's application a public hearing was held by the PZB on October 26, 2021 pursuant to notice published in the *Des Plaines Journal* on October 6, 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 October 28, 2021, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 5-1, to approve the Petitioner's application for the Requested Approvals subject to certain terms and conditions; and

WHEREAS, the Petitioner made certain representations to the PZB with respect to the

Requested Approvals, 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 Requested Approvals; and

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for Requested Approvals set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated October 14, 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:

A PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF WOLF ROAD AS SAME IS NOW LOCATED AND ESTABLISHED WHICH POINT IS 909 FEET SOUTHEASTERLY AS MEASURED ALONG THE WESTERLY LINE OF SAID WOLF ROAD FROM ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 18, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF PARCEL OF LAND CONVEYED TO HANNIFIN CORPORATION BY CHICAGO AND NORTHWESTERN RAILROAD COMPANY BY DEED DATED OCTOBER 23, 1951; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID WOLF ROAD 306.36 FEET TO A POINT 50 DISTANCE NORTHWESTERLY MEASURED RADially FROM CENTER LINE OF WESTERLY MAIN TRACK OF PROVISO TECHNY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY AS SAID MAIN TRACK IS NOW LOCATED AND ESTABLISHED; THENCE SOUTHWESTERLY PARALLEL WITH SAID CENTER LINE A DISTANCE OF 907.26 FEET TO A POINT IN THE CENTER LINE OF PRAIRIE AVENUE EXTENDED WESTERLY IN CITY OF DES PLAINES; THENCE WESTERNLY ALONG SAID EXTENDED CENTER LINE OF SAID PRAIRIE AVENUE 91.30 FEET TO A POINT, A DISTANCE OF 8.5 FEET AT RIGHT ANGLES EASTERLY FROM CENTER LINE OF MOST EASTERLY OF TWO SIDE TRACKS WHICH PARALLEL THE TWO WEST (WYE) TRACKS OF THE CHICAGO AND NORTHWESTERN

RAILWAY; THENCE NORTHERLY PARALLEL WITH THE CENTER LINE OF SAID SIDE TRACK AND SAME EXTENDED NORTHERLY 1066.30 FEET TO A POINT ON THE SOUTHERLY LINE EXTENDED WESTERLY OF LAND CONVEYED TO HANNIFIN CORPORATION BY DEED DATED OCTOBER 23, 1951; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND ALONG SAID SOUTHERLY LINE OF THE LAND SO CONVEYED BY DEED TO HANNIFIN CORPORATION DATED OCTOBER 23, 1951 435 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 09-18-400-006-0000

Commonly known as: 580 S. Wolf Road, Des Plaines, Illinois.

SECTION 3. VARIATIONS. The City Council finds that the Variations satisfy 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 Variations are otherwise necessary and appropriate. 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 Variations for the Subject Property to the Petitioner.

SECTION 4. CONDITIONAL USE PERMIT. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 5 of this Ordinance, the City Council grants the Petitioner a Conditional Use Permit to allow the operation of livery service use on the Subject Property. The Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

SECTION 5. CONDITIONS. The Variations granted in Section 2 and the Conditional Use Permit granted in Section 3 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 the Petitioner, consisting of four sheets, and dated September 30, 2021, a copy of which is attached to and by this reference made a part of this Ordinance as **Exhibit A**; and
2. That certain "Site Plan Exhibit" prepared by SpaceCo, Inc., consisting of one sheet and with a latest revision date of October 12, 2021, a copy of which attached to and by this reference made a part of, this Ordinance as **Exhibit B ("Site Plan")**; and
3. That certain "Building Plans" prepared by Lee Companies, consisting of one sheet dated September 24, 2021 with a latest revision date of October 11, 2021, a copy of which is attached to and by this reference made a part of, this Ordinance as **Exhibit C**; and
4. That certain "Preliminary Landscape Plan" prepared by Kathryn Talty Landscape Architecture, consisting of two sheets, with a latest revision date of October 8, 2021, a copy of which 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 and the operation of the Proposed Use shall be subject to and contingent upon the following conditions:

1. A public sidewalk must be installed across the Subject Property's frontage along Wolf Road in accordance with the applicable specifications of the Des Plaines Municipal Code and additional governmental agency regulations as necessary.
2. The dumpster shall be stored inside the Building except during trash pickup days. If a future trash enclosure is pursued, a building permit must be

obtained from the City. The building permit application must be accompanied by plans for the dumpster enclosure that comport with Section 12-10-11 of the Zoning Ordinance.

3. The Site Plan must be revised to contain all required accessible parking spaces with the required striping and dimensions and resubmitted with the building permit application.
4. A photometric plan that comports with Section 12-12-10 of the Zoning Ordinance must be submitted to City with the building permit application.
5. The Petitioner shall monitor the Proposed Use regularly for compliance with the Environmental Performance Standards in Chapter 12 of the Zoning Ordinance, including, without limitation, the sound and noise regulations and standards. Documentation regarding the proposed fuel tank must be submitted with the application for a building permit with sufficient information, as determined by the City, to obtain Fire and life safety approval, pursuant to Sections 12-12-3 and 12-12-4.
6. The Petitioner shall evaluate the travel paths of the school buses to determine if there are any opportunities to reroute them and minimize the number of buses that will travel to/from the south on Wolf Road and cross the railroad tracks.
7. The Petitioner shall monitor the Proposed Use annually to determine if any adjustments to the routing and times of departure of the buses will be necessary.

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 Owner and their respective 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 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 5 of this Ordinance, the Requested Approvals granted in Sections 3 and 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 M-2 District. Further, in the event of such revocation of the Requested Approvals, 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, have considered the possibility of the revocation provided for in this Section, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner and Owner.

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 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 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 and the Owner do 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) and Major Variations at 580 S. Wolf Road for a Livery Service Use

580 S. Wolf Road - Project Narrative

The Applicant, Transport Properties LLC, is the contract purchaser of the subject property. Transport Properties LLC will be leasing the entire property to First Student, Inc., a national school bus operator, for a bus dispatch, maintenance and parking facility serving the needs of schools and students in the Des Plaines area. Applicant requests a conditional use permit for "Livery Service" to enable First Student to operate at this location.

Subject Property and Existing Conditions:

The site is 8.468 acres located in the M-2 General Manufacturing District. The property has been operated for several decades as a large-scale concrete and aggregate manufacturing plant by Lafarge/Meyer Material Corporation. There are several buildings and industrial conveyors and other structures on the site associated with the concrete manufacturing operations. Aggregate materials storage areas and piles are located throughout the site. Most of the site is unpaved gravel, crushed stone and dirt.

The site is bounded by South Wolf Road to the east, Union Pacific freight train tracks and right of way to the south and west, and a paved parcel owned by Nicor Gas to the north. Warehouse and manufacturing land uses are located north and east of the site. Residential neighborhoods exist on the far sides of the Union Pacific rights of way west and southeast of the site. Park District basketball and baseball facilities are to the east across Wolf Road. High tension electric transmission lines cross over a large wide portion of the site.

A high masonry wall within the westerly railroad right of way provides sound and visual buffering and screening of the site for the residences west of the site on the far side of the railroad tracks.

The concrete plant was a heavy industrial use that operated Monday through Friday from 6:30 AM to 5:00 PM, with occasional weeknight operations extending into the evening past 7:00 PM, and occasional weekend operations from 7:00 AM to 2:00 PM. The cement plant operations sent daily heavy equipment vehicles (concrete mixers and aggregate materials trucks) onto Wolf Road at an average daily rate of nearly 900 truck movements into and out of the site throughout the entire day.

Site Improvements:

Applicant proposes to demolish all existing buildings and structures other than the main building, a two-story office and one-story storage building located along the north property line. This main building will be repurposed for office space and bus maintenance and repair. Applicant will pave all parking and drive aisles and install perimeter fencing, perimeter landscaping and parking lot landscaping. Drainage improvements include an underground stormwater storage facility. All vehicles will enter and exit the site at the existing entry on South Wolf Road. A new rolling gate will be installed at the entrance drive. Applicant will close off the southerly access road that leads to Thacker Street.

The site will be improved with capacity for parking up to 236 school bus vehicles (a combination of 84- and 72-passenger large buses, 20-passenger small buses, and mini-vans). 16 parking spaces are provided adjacent to the office building for office and maintenance employee parking.

No exterior modifications or changes are planned for the office/maintenance building. Applicant will be performing exterior and interior maintenance, including tuckpointing, window replacement, repair and replacement of overhead doors, roof repairs, and bringing the building into compliance with current applicable codes.

School Bus Operations:

First Student anticipates having approximately 150 school buses parked at the site to meet current levels of daily contractual service operations from the site, with an additional 10-15 buses typically in service for maintenance or repair. The Applicant's site plan proposes 236 bus parking stalls to provide sufficient capacity to allow First Student the flexibility to increase its service level from this location.

Office, dispatch and maintenance employees will be on site for AM and PM shifts. Some AM shift maintenance employees will arrive starting at 5:00 AM. The earliest shift bus drivers arrive at 6:15 AM for 6:30 departures. PM shift employees finish by 5:30 PM. First Student anticipates having approximately 20-25 office/maintenance employees on site during peak time (shift crossover from 11:00 AM to 12:00 PM).

First Student will operate bus dispatch services during the regular school year. Buses service during the morning shift will be staggered starting at 6:00 AM and ending around 9:30 AM. Bus service during the afternoon shift will be staggered starting and 1:00 PM with buses returning by 5:30 PM. First Student provides services to various school districts serving Des Plaines and the surrounding communities. Elementary, middle and high schools have different start times that are not uniform across school districts. Because of the various start times and because of the differences in routes and in this facility's proximity to the different school locations, buses are dispatched from the site at different times throughout the morning and afternoon shifts. The majority of bus operations occur during the school year, from mid-August through early June. 20 to 25 bus routes are provided during summer school season. There may be a handful of special event charters after hours during the week. Similarly, there may some weekend service throughout the calendar year, but the number of vehicles used on weekends is typically limited to a dozen.

Please refer to the Applicant's Summary Traffic Evaluation memorandum prepared by consultant KLOA, Inc. for an examination of the existing roadway conditions surrounding the site, and an evaluation of traffic characteristics for the proposed school bus facility with respect to trip generation and trip distribution. KLOA's summary report concludes that the concrete plant generated more daily traffic from heavier vehicles than what the proposed school bus operation will generate and, as such, it is anticipated that the proposed facility will have a lower impact on area roadways and adjacent intersections than the concrete plant existing land use.

Bus drivers arrive on site approximately 15 minutes before their route departure time. Typical of this type of facility, bus drivers park their personal vehicle in the bus parking space. Bus drivers perform a 10-minute pre-trip inspection of their bus. Because buses are parked in an outbound facing direction at the end of each shift, the backing signal sound is only activated for a brief period during the backing movement at the end of each shift and not early in the morning. Backing movement occurs twice daily. Bus idling is discouraged at all times and should only occur as necessary during maintenance work. For First Student, idling is one of their key performance indicators that is reviewed and managed on a weekly basis.

Relief Requested:

The Applicant requests a Conditional Use of Livery Service for a school bus office, dispatch, maintenance and parking facility. The Applicant requests several variances from the City's landscaping requirements and a variance from the off-street parking requirement, as specified in Applicant's statement of Variances Requested (see attached).

Variations Requested

580 S. Wolf Road

Applicant: Transport Properties LLC

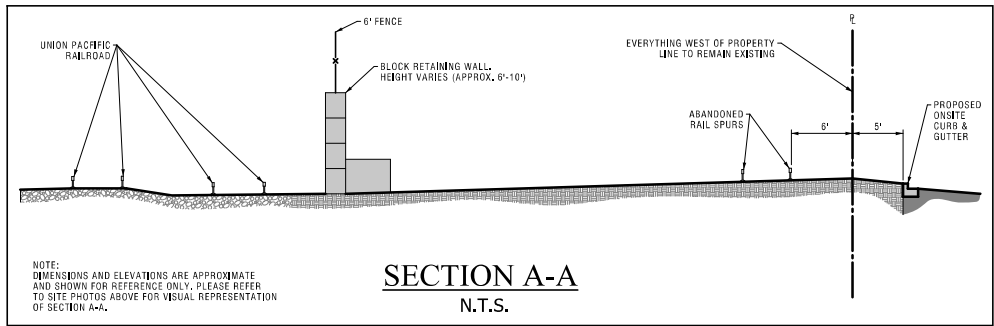
1. Off-Street Parking Spaces. The Applicant requests a variation from the provisions of Section 12-9-7 to permit 16 on site off-street automobile parking spaces, where 31 are required for a 7,555 gross square foot existing office building. **STAFF NOTE: Not required.**
2. Parking Lot Landscaping – Quantity of Trees. The Applicant requests a variation from the provisions of Section 12-10-8.A.2 to allow 125 interior trees, where 161 are required, of which 85 are shade trees.
3. Parking Lot Landscaping – Location of Landscaped Areas. The Applicant requests a variation from the provisions of Section 12-10-8.A.2 which requires that landscape areas shall be located at the end of every parking row and after every 30 spaces within a row. The Applicant requests relief to allow for the landscape area to bisect the westernmost row of bus parking stalls such that 34 parking spaces are located to the south and 27 to the north of the landscape island. The Applicant also requests relief to eliminate landscape areas at the north ends of the two sets of bus parking rows nearest the south end of the existing office building.
4. Perimeter Parking Lot Landscaping. The Applicant requests a variation from the provisions of Section 12-10-8.B.3 to 4 perimeter shade trees, where 7 are required, and to allow the size and dimension of the perimeter parking lot landscape area adjacent to Wolf Road, as indicated on Applicant's landscape plan.
5. Foundation Landscaping. The Applicant requests a variation from the provisions of Section 12-10-10 to provide the foundation landscaping around the existing building, as indicated on Applicant's landscape plan, to legalize the non-conformity of the existing building foundation landscaping.
6. Fence Screening. The Applicant requests a variation from the provisions of Article 12, Section 10 to allow for the installation of security fencing around the parking area, consisting of a 6' solid wood fence along the Wolf Road frontage and a 6' chain link fence along the south, west and north perimeter property lines.
7. Other. The Applicant requests approval of such other variations as may be necessary to accomplish the redevelopment and use of 580 S. Wolf Road in accordance with the Applicant's plans as a livery service facility for school bus dispatch office and maintenance within an existing building, and school bus parking and storage.



PROPERTY LINE, FACING NORTH



WEST SIDE OF BLOCK WALLS, FACING NORTH



PARKING SUMMARY

BUS STALLS	236
CAR STALLS	16

SITE DATA

BUILDING AREA± 32,800 SF

PERIMETER LANDSCAPED AREA (WITH B6.12 REVERSE PITCH CURB & GUTTER) (WITHIN 5' SETBACK)12,165 SF

TOTAL PARKING LOT AREA322,355 SF

INTERIOR LANDSCAPING REQUIRED: (5% X 322,355)16,120 SF

INTERIOR LANDSCAPING PROVIDED21,097 SF



NO.	DATE	REMARKS
1	10/12/21	REVISED PER CITY COMMENTS

NO.	DATE	REMARKS
1	10/12/21	REVISED PER CITY COMMENTS

SITE PLAN EXHIBIT

580 S. WOLF ROAD
DES PLAINES, IL

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

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

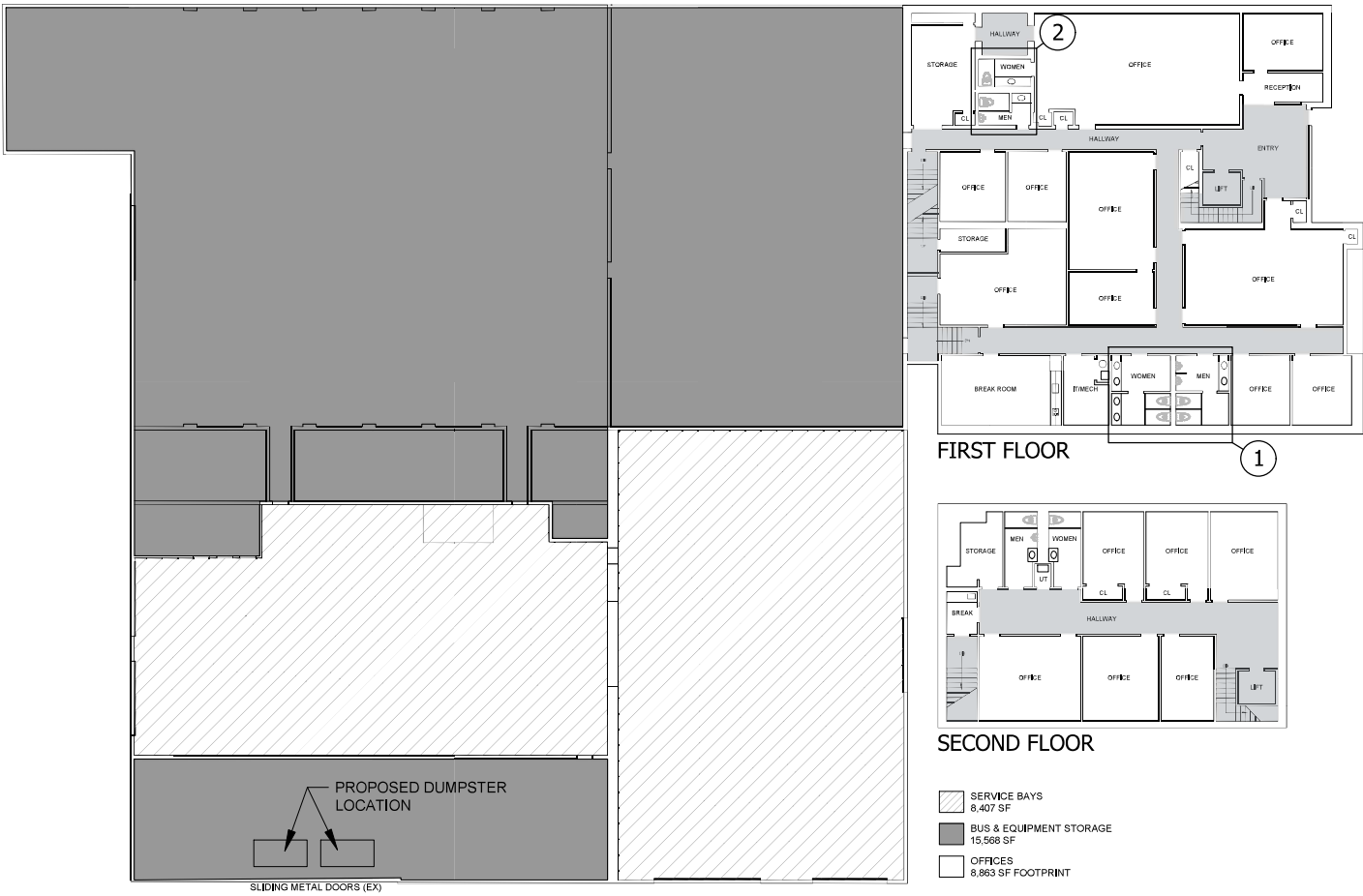


FILENAME:
1428.03EXH-SITE

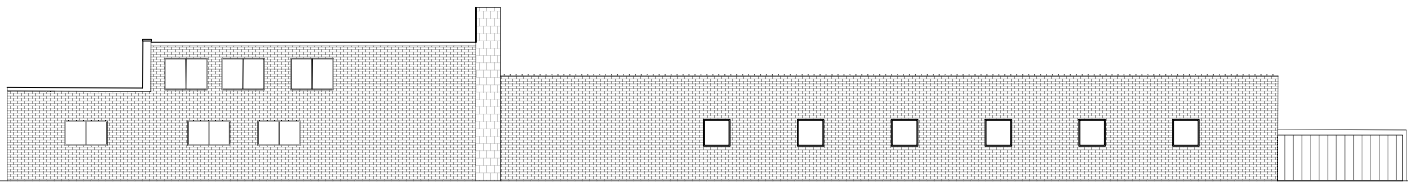
DATE:
08/30/21

JOB NO.
1428.03

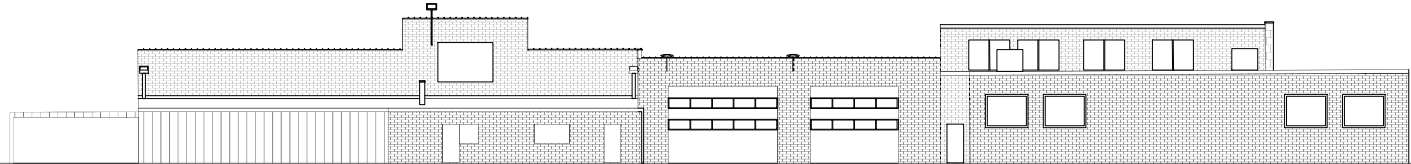
SHEET
SITE
1 OF 1



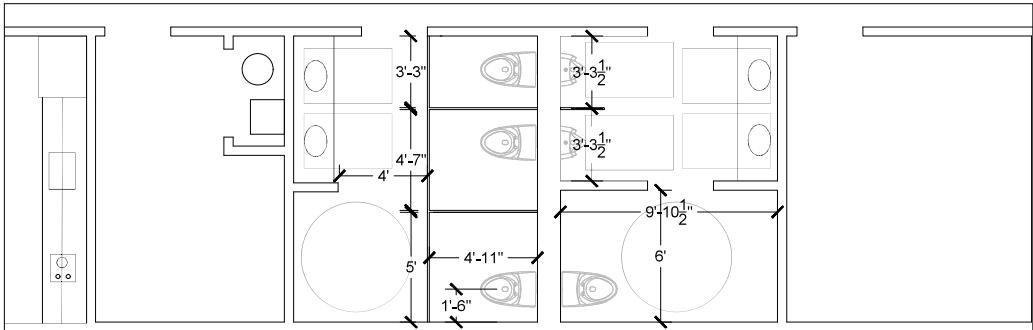
EXISTING FLOOR PLAN



NORTH ELEVATION - NO CHANGE



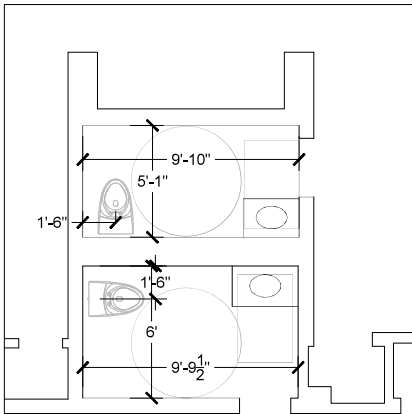
SOUTH ELEVATION - NO CHANGE



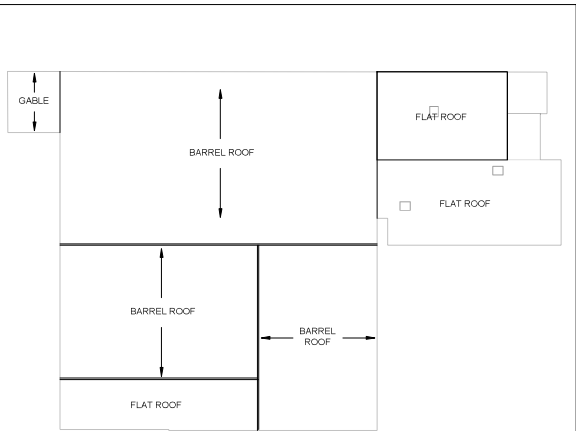
PROPOSED FLOOR PLAN - FIRST FLOOR SHARED TOILET ROOMS

REGULARLY OCCUPIED AREAS:

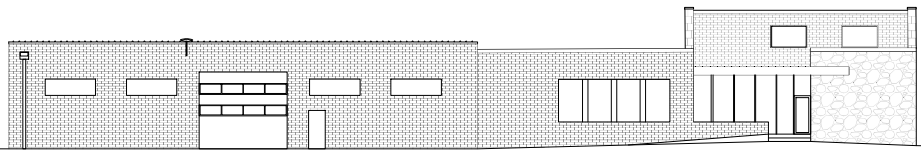
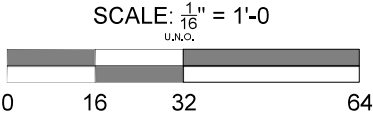
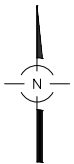
FIRST FLOOR	
Offices	3056
Circulation	1423
Storage	
Restrooms	
Break Room	
Mechanical	111
TOTAL SF	5570
SECOND FLOOR	
Offices	1230
Circulation	649
Storage	112
Restrooms	163
Break Room	45
Mechanical	13
TOTAL SF	2212



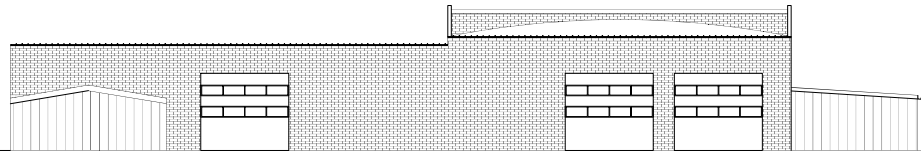
PROPOSED FLOOR PLAN
FIRST FLOOR SINGLE-
OCCUPANCY TOILET ROOMS



ROOF PLAN
NTS



EAST ELEVATION - NO CHANGE



WEST ELEVATION - NO CHANGE

PLANNED IMPROVEMENTS:

- EXTERIOR SCOPE OF WORK
- GENERAL TUCKPOINTING AND LINTEL REPLACEMENT
 - REPLACE WINDOWS AS NEEDED
 - REPAIR OR REPLACE OH DOORS AS NEEDED
 - ROUTE AND SEAL
 - RE-COAT ROOF
 - RE-ROOF FLAT ROOF AREA
- MAINTENANCE SCOPE OF WORK
- STRUCTURAL REPAIRS TO BOW TRUSSES
 - INDUSTRIAL CLEANING AND PAINTING
 - HVAC, ELECTRICAL, AND PLUMBING IMPROVEMENTS TO BRING THE BUILDING INTO CURRENT CODE COMPLIANCE
- INTERIOR SCOPE OF WORK
- OFFICES TO REMAIN IN THEIR EXISTING CONFIGURATION
 - NEW OFFICE PAINT, CEILINGS, AND FLOORS
 - BATHROOM RENOVATIONS TO MEET CURRENT ADA STANDARDS
 - REPAIR ELEVATOR
 - HVAC, ELECTRICAL, AND PLUMBING IMPROVEMENTS TO BRING THE OFFICES INTO CURRENT CODE COMPLIANCE

PARKING CALCULATIONS:

Total Square Footage of Office Space	4289 SF
Parking Stalls Req'd @ 1 per 250 SF	18 REQ'D

TP DES PLAINES II LLC
580 S WOLF ROAD
DES PLAINES, IL
BUILDING PLANS

REVISION 1 - 10/11/2021

<u>LANDSCAPE DATA TABLE</u>	
PARKING LOT AREA:	322,355 sf
INTERIOR GREEN SPACE REQUIRED (5%):	16,120 sf
INTERIOR GREEN SPACE PROVIDED:	21,097 sf
TOTAL PARKING SPACE (BUS & CAR STALLS):	252
INTERIOR TREES REQUIRED (1:100 sf):	161
TOTAL INTERIOR TREES PROVIDED:	125
SHADE TREES:	85
ORNAMENTAL TREES:	24
EVERGREEN TREES::	16
PERIMETER LANDSCAPED AREA (5' SETBACK):	12,165 sf
PERIMETER LANDSCAPE ALONG PUBLIC ROW:	304 lf
PERIMETER TREES REQUIRED (1:40 lf):	7
PERIMETER TREES PROVIDED:	7
PARKWAY TREES PROVIDED::	4

OPEN AREAS - NATIVE NO MOW

All open areas to be planted with "No Mow Fescue" seed mix as specified as supplied by Cardno Native Plant Nursery. See sheet L2.1, for preferred installation method.



TURF GRASS - MOWED LAWN

All areas of restoration, not designated to be planted or mulched are to be seeded with standard turf grass seed and covered with an erosion control blanket.



SCALE: 1" = 40'-0"



no.	revision description	initial	date
-	ISSUED FOR REVIEW	KMT	09-10-21
✓	PER CITY COMMENTS	KMT	10-08-21
✓			
✓			
✓			

PROPOSED DEVELOPMENT

580 S WOLF ROAD
DESPLAINES, ILLINOIS

PRELIMINARY LANDSCAPE PLAN

date	09-07-21	drawn	DW	checked	KMT
job no.					

21390

sheet no.

L 1.1

Master Plant List					
Symbol	Quantity	Botanical Name	Common Name	Size	Notes
Shade Trees					
AFR	3	ACER X FREEMANI 'AUTUMN BLAZE'	AUTUMN BLAZE FREEMAN MAPLE	3" BB	
CAT	15	CATALPA SPECIOSA	NORTHERN CATALPA	2.5" BB	
CEO	3	CELTUS OCCIDENTALIS	HACKBERRY	3" BB	
GTH	9	GLEDITSIA TRIACANTHOS F. INERMIS	THORNLESS HONEYLOCUST	3" BB	
GKD	19	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE	2.5" BB	
QBI	5	QUERCUS BICOLOR	SWAMP WHITE OAK	3" BB	
RPC	3	ROBINA PSEUDOCACACIA 'CHICAGO BLUE'	CHICAGO BLUE ROBINIA	2.5" BB	
TAX	19	TAXODIUM DISTICHUM	BALD CYPRESS	2.5" BB	
TAR	4	TILIA AMERICANA 'REDMOND'	REDMOND AMERICAN LINDEN	3" BB	
UCU	11	ULMUS COUMINIVARIS 'ACCOLADE' 'TRIUMPH'	ACCOLADE ELM	2.5" BB	
Evergreen Trees					
PAS	11	PICEA AIBES	NORWAY SPRUCE	8" BB	
POM	5	PICEA OMORIKA	SERBIAN SPRUCE	8" BB	
Ornamental Trees					
CM	9	CORNUS MAS	CORNELIANCHERRY DOGWOOD	6" BB	
CRC	7	CRATAEGUS CRUSGALLI VAR. INERMIS	THORNLESS HAWTHORN	6" BB	
HM	8	HEPTACODIUM MICONIODES	SEVEN-SON FLOWER	5" BB	
SR	2	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK TREE LILAC	8" BB	
Deciduous Shrubs					
AM	18	ARONIA MELANOCARPA 'IROQUOIS BEAUTY'	IROQUOIS BEAUTY BLACK CHOKEBERRY	24" BB	
VD	12	VIBURNUM DENTATUM 'CHICAGO LUSTRE'	CHICAGO LUSTRE ARROWWOOD VIBURNUM	48" BB	

GENERAL CONSTRUCTION NOTES

1. REQUIRED LANDSCAPE MATERIAL SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND BE STAKED, WRAPPED, WATERED AND MULCHED PER ORDINANCE.
2. BEFORE ANY EXCAVATION ON THE SITE, CALL TO LOCATE ANY EXISTING UTILITIES ON THE SITE. THE CONTRACTOR SHALL FAMILIARIZE HIM/HERSELF WITH THE LOCATIONS OF ALL BURIED UTILITIES IN THE AREAS OF WORK BEFORE STARTING OPERATIONS. THE CONTRACTOR SHALL BE LIABLE FOR THE COST OF REPAIRING OR REPLACING ANY BURIED CONDUITS, CABLES OR PIPING DAMAGED DURING THE INSTALLATION OF THIS WORK.
3. FOUR FOOT HIGH FENCING OR OTHER RIGID MATERIAL IS TO BE ERECTED AROUND THE DRIP-LINE OF ALL TREES TO BE SAVED.
4. PLANT QUANTITIES ON PLANT LIST INTENDED TO BE A GUIDE. ALL QUANTITIES SHALL BE CHECKED AND VERIFIED ON PLANTING PLAN. ANY DISCREPANCIES SHALL BE DISCUSSED WITH THE LANDSCAPE ARCHITECT.
5. ANY DEVIATIONS FROM OR MODIFICATIONS TO THIS PLAN SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
6. CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT UPON DELIVERY OF PLANT MATERIAL TO THE SITE. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL THAT DOESN'T MEET STANDARDS OR SPECIFICATIONS OF THE PROJECT.
7. ALL PLANT MATERIAL TO BE INSTALLED PER THE PLANTING DETAILS PROVIDED ON THIS PLAN SET.
8. ALL BED EDGES TO BE WELL SHAPED, SPADE CUT, WITH LINES AND CURVES AS SHOWN ON THIS PLAN SET.
9. ALL PLANTING BEDS TO BE PREPARED WITH PLANTING MIX: 50% TOPSOIL, 50% SOIL AMENDMENTS (3 PARTS PEATMOSS, 1 PART COMPOST, 1 PART SAND)
10. ALL PARKING LOT ISLANDS SHALL BE BACKFILLED WITH THE FOLLOWING: 2' OF BLENDED GARDEN SOIL MIX (60% TOPSOIL, 30% COMPOST, 10% SAND) OR 6" OF ONE STEP BY MIDWEST TRADING, TOP DRESSED AND TILLED INTO 18" OF TOPSOIL.
11. ALL SPECIFIED LANDSCAPE MATERIAL INDICATED ON THE CONSTRUCTION DOCUMENTS WILL BE REQUIRED TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT AND MUST BE REPLACED SHOULD IT DIE OR BECOME DAMAGED.
12. ALL PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE FROM SUBSTANTIAL COMPLETION AS DETERMINED BY THE LANDSCAPE ARCHITECT, AND SHALL BE REPLACED SHOULD IT DIE WITHIN THAT PERIOD.
13. PROTECT STRUCTURES, SIDEWALKS, PAVEMENTS AND UTILITIES TO REMAIN FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUTS AND OTHER HAZARDS CAUSED BY SITE IMPROVEMENT OPERATIONS.
14. ALL LAWN AREAS TO BE SEEDED WITH STANDARD TURF GRASS SEED AND COVERED WITH EROSION CONTROL BLANKET, UNLESS OTHERWISE SPECIFIED ON THE PLAN.
15. CAREFULLY MAINTAIN PRESENT GRADE AT BASE OF ALL EXISTING TREES TO REMAIN. PREVENT ANY DISTURBANCE OF EXISTING TREES INCLUDING ROOT ZONES. USE TREE PROTECTION BARRICADES WHERE INDICATED. PROTECT EXISTING TREES TO REMAIN AGAINST UNNECESSARY CUTTING, BREAKING OR SKINNING OF ROOTS, BRUISING OF BARK OR SMOTHERING OF TREES. DRIVING, PARKING, DUMPING, STOCKPILING AND/OR STORAGE OF VEHICLES, EQUIPMENT, SUPPLIES, MATERIALS OR DEBRIS ON TOP THE ROOT ZONES AND/OR WITHIN THE DRIPLINE OF EXISTING TREES OR OTHER PLANT MATERIAL TO REMAIN IS STRICTLY PROHIBITED.
16. THE CONTRACTOR AT ALL TIMES SHALL KEEP THE PREMISES ON WHICH WORK IS BEING DONE, CLEAR OF RUBBISH AND DEBRIS. ALL PAVEMENT AND DEBRIS REMOVED FROM THE SITE SHALL BE DISPOSED OF LEGALLY.
17. ALL WORK AND OPERATIONS SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES.

No-Mow Fescue Seed Mix		
Botanical Name	Common Name	PERCENTAGE
Permanent Grasses/Sedges:		
<i>Festuca brevipila</i>	Hard Fescue	19.20%
<i>Festuca ovina</i>	Sheep Fescue	19.20%
<i>Festuca rubra subs. fallax</i>	Chewings Fescue	19.20%
<i>Festuca rubra</i>	Red Fescue	19.20%
<i>Festuca rubra var. rubra</i>	Creeping Red Fescue	19.20%
Total		96.00%
Temporary Cover:		
<i>Lolium multiflorum</i>	Annual Rye	4.00%
Total		4.00%

Kathryn Talty
landscape architecture

Winnetka, Illinois 60093
847.612.5154
www.kmtaltydesign.com

no.	revision	description	initial	date
1	ISSUED FOR REVIEW	KMT		09-10-21
2	PER CITY COMMENTS	KMT		10-08-21
3				
4				

PROPOSED DEVELOPMENT

580 S WOLF ROAD
DESPLAINES, ILLINOIS

LANDSCAPE NOTES
MASTER PLANT LIST
PLANTING SPECIFICATIONS
DETAILS

date	09-07-21	checked	KMT
drawn	KMT		
job no.	21390		
sheet no.	L 2.1		

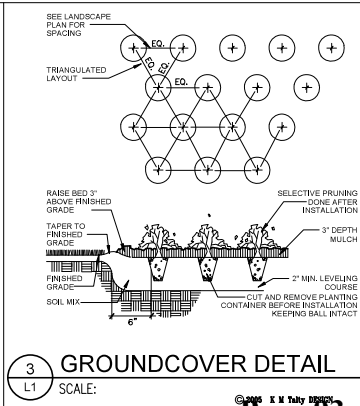
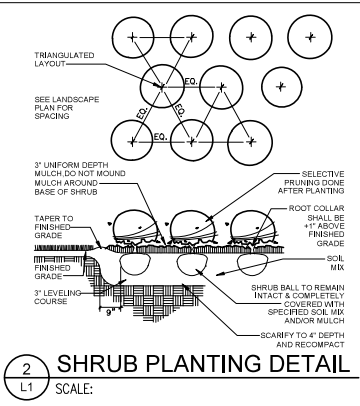
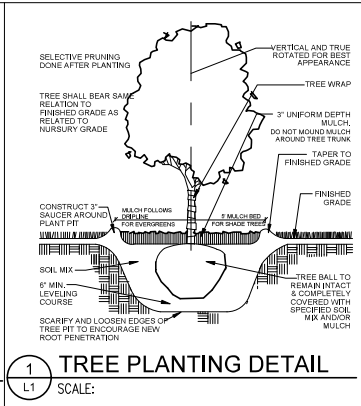
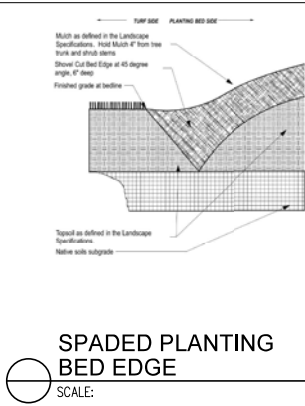
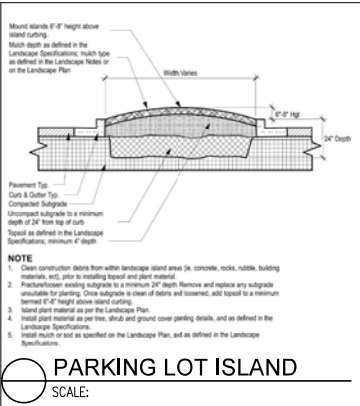


EXHIBIT E

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Transport Properties, LLC ("**Petitioner**") applied to the City of Des Plaines for a conditional use permit ("**Conditional Use Permit**") and major variations ("**Variations**") in order to operate a livery service use on that certain property commonly known as 580 S. Wolf Road, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property is owned by Chicago Title Land Trust Company, as Trustee under Trust Agreement dated July 17, 1968, Trust Number 53278 ("**Owner**"), which has consented to the Petitioner's application; and

WHEREAS, Ordinance No. Z-56-21 adopted by the City Council of the City of Des Plaines on _____, 2021 ("**Ordinance**"), grants approval of the Conditional Use Permit and Variations, 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-56-21, 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:

TRANSPORT PROPERTIES, LLC

By: _____

By: _____

SUBSCRIBED and SWORN to
before me this _____ day of
_____, 2021.

Its: _____

Notary Public

ATTEST:

**CHICAGO TITLE LAND TRUST COMPANY,
AS TRUSTEE UNDER TRUST AGREEMENT
DATED JULY 17, 1968, TRUST NUMBER 53278**

By: _____

SUBSCRIBED and SWORN to
before me this _____ day of
_____, 2021.

Notary Public



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 23, 2021

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

From: John T. Carlisle, AICP, Director of Community and Economic Development *JTC*

Subject: Consideration of Conditional Use and Variation for an Adult Use (Recreational) Retail Cannabis Dispensary at 1504 Miner Street, Case 21-048-CU-V (1st Ward)

Issue: The petitioner is requesting a conditional use under Section 12-7-3(K) of the Zoning Ordinance to allow a cannabis dispensary in the C-5 zoning district. The petitioner is also requesting a variation from the window transparency rules of Section 12-3-11 (Building Design Review).

Address: 1504 Miner Street

Petitioner: 280E, LLC

Owner: Metropolitan Square Plaza, LLC

Case Number: 21-048-CU-V

Real Estate Index #: 09-17-415-025-0000

Ward: #1, Alderman Mark Lysakowski

Existing Zoning: C-5, Central Business District

Existing Land Use: Vacant; former Leona's restaurant

Surrounding Zoning: Northeast: C-5, Central Business District
Northwest: C-5, Central Business District
Southeast: C-5, Central Business District
Southwest: C-5, Central Business District

Surrounding Land Use: Northeast: Mixed-use residential/commercial building (Metropolitan Square)
Northwest: Restaurant (Sugar Bowl) and Metropolitan Square parking garage
Southeast: Martial arts academy (educational studio), various retail and service
Southwest: Public transportation station: Metra commuter rail and Pace bus

- Street Information:** Miner Street is classified as an arterial, and Metropolitan Way is a local street. The segment of Miner Street is under Illinois Department of Transportation (IDOT) jurisdiction and has an average traffic count of approximately 16,000 vehicles per day.
- Comprehensive Plan:** The Comprehensive Plan illustrates this site as “higher density urban mix with residential.”
- Background and Project:** The petitioner is 280E, LLC, which is connected with operator D33 Mgmt, LLC. The group is owned by Bryan, Kristie, and Zachary Zises, as well as Paul Lee. They are proposing leasing 1504 Miner Street, a single-story building at the corner of Miner and Metropolitan Way, for an adult-use sales (recreational) retail cannabis dispensary. The space has been vacant since late 2017, when the former Leona’s restaurant closed. Legal retail sales of adult-use cannabis products began in Illinois on January 1, 2020, enacted by the state Cannabis Regulation and Tax Act of 2019. Since then, D33 Mgmt has operated locations under the brand Dispensary33, one of the first adult-use retailers to be open in Illinois (Andersonville neighborhood of Chicago). They have since opened a second location in the West Loop neighborhood of Chicago and are pursuing a location in Wicker Park concurrent to their application in Des Plaines.

The City of Des Plaines amended its Zoning Ordinance twice related to cannabis business establishments (an umbrella term that encompasses retail dispensaries and cannabis supply-chain businesses). The first amendments were in late 2019, and the second were in August 2021. Prior to August 2021, cannabis dispensaries were not possible in the C-5 Central Business District/downtown Des Plaines, but Ordinance Z-42-21 established them as a conditional use. All cannabis business establishments in Des Plaines, regardless of zoning district, are prohibited from locating within 500 feet of a pre-existing school, place of worship, or commercially zoned child care center. The subject property is more than 500 feet from the zoning lot lines of these types of uses. The nearest are south of the railroad tracks: First United Methodist Church at 668 Graceland Avenue, St. Mary Catholic School and Parish at 801 Center Street and 794 Pearson Street, and the Central School building and playground/ballfields at 1526 E. Thacker Street (measuring from the north frontage on Prairie Avenue). All are approximately 900 feet from the subject property.

All cannabis business establishments are also subject to the Use Standards of Section 12-8-13 of the Zoning Ordinance. These set requirements and limitations related to signage, lighting, hours of operation (limited to 10 a.m. through 8 p.m.), prohibition of on-site consumption and delivery to consumers, seismic and sonic detectors, consent to odor inspection, and full compliance with state regulations, which may change from time to time. State regulations are established both by state statute and the Illinois Department of Financial and Professional Regulation (IDFPR). IDFPR licenses and inspects dispensaries, and sets forth requirements that include, for example, exterior security cameras and on-site security personnel.

As the petitioner states in their project narrative, Green & Foster, LLC, is one of the partners in the endeavor. Green & Foster is a “social equity”¹ candidate that won a state conditional license lottery² in Summer 2021. The state gives priority to social equity candidates in lotteries for conditional licenses.

The City can collect a three percent³ Municipal Cannabis Retailers’ Occupation Tax on the gross retail sales of all adult-use cannabis. In their project narrative, the petitioner projects by late 2022 the average sales for a dispensary in Illinois will be \$500,000 per month, or \$6 million per year. Sales volume varies based on location, size of store, and other factors. Research from various cannabis business sources reveals a range of national average annual sales between \$974⁴-\$1,773⁵ per square foot. Using the petitioner’s estimate, it is estimated the City could collect an estimated \$180,000 per year in cannabis taxes from this dispensary, and that does not include other taxes that may apply, such as the home-rule retail sales tax (1 percent) and a local share of the state retail sales tax. The Illinois Municipal League (IML) prepared a chart, which is attached, of revenue potential for retail dispensaries.

The subject property is 5,428 square feet. The site and floor plans indicate a total proposed building area of 4,180 square feet, which includes a downstairs storage area to complement the upstairs sales, employee, and storage areas.

The parking requirement for cannabis dispensaries in Section 12-9-7 of the Zoning Ordinance has three different ratios based on components of the floor plan: one space for every 200 square feet of gross floor area with public access plus one space for every 250 square feet of gross floor area dedicated to office uses, plus one space for every 1,500 square feet of gross floor area dedicated to ancillary uses. The definition of “floor area” in Section 12-13-3 allows certain spaces such as restrooms, mechanical rooms, hallways, and up to 10 percent of storage areas to be excluded. Further, because the subject property is in the C-5 district, Section 12-7-3.H.6. allows the *first* 2,500 square feet to be exempt. Given the order of the floor plan components in the parking requirement – first public access, then office, then ancillary – the unexcluded space falls under “ancillary use” and is subject to a ratio of one space per 1,500 square feet. Therefore, the minimum parking requirement is two off-street spaces.

The petitioner is proposing three off-street spaces, all in the rear. One of the spaces is reserved as an accessible space. In addition to the required off-street parking, there is immediately adjacent angle parking on the east side of Metropolitan Way, just west of the sidewalk next to the building. These eight

¹ Social Equity Applicant Criteria (2021). Illinois Department of Commerce and Economic Opportunity. Accessed 30 October 2021 at <https://www2.illinois.gov/dceo/CannabisEquity/Pages/SocialEquityApplicantCriteria.aspx>.

² All adult-use retail cannabis dispensaries must be licensed by the State of Illinois, which controls the overall number and distribution across the state of issued licenses. The Department of Financial and Professional Regulation (IDFPR) issues conditional licenses through a lottery system. Once entities have finalized a location and fulfilled all state operational and inspection requirements, the dispensary is given a license to operate.

³ The state collects the tax on behalf of the municipality and then remits it back. The state retains a small amount as an administrative fee.

⁴ McVey, E. (2021). “Chart of the Week: Cannabis Retailers Excel in Key Revenue Metric.” MJBizDaily. Accessed at <https://mjbizdaily.com/chart-of-the-week-cannabis-retailers-excel-in-key-revenue-metric/>.

⁵ Evans, M (2019, January 10). “This is how much the average dispensary makes a month.” CannaSOS. Accessed at <https://cannasos.com/news/business/this-is-how-much-the-average-dispensary-makes-a-month>.

spaces, one of which is an accessible space, are limited to 90 minutes and are likely to be helpful in accommodating the use, although other businesses in the area also rely on these spaces. Regardless, an overall parking shortage is not anticipated, especially with the Metropolitan Square garage and additional on-street parking within a short walk of the subject property. Finally, the petitioner reasonably projects that given their location some customers will arrive via public transportation.

The petitioner will allocate one parking space for deliveries. The delivery plan in the project narrative specifies the frequency of daily deliveries (likely two to three times per day) in Ford Transit Connect or Sprinter vans. Delivery methods are also regulated by IDFPR, which requires that deliveries be conducted by a licensed transporter and that a security guard be present.

The project narrative and submitted renderings indicate that façade alterations will be necessary on the Miner side. These alterations make the project subject to the Building Design Review requirements of Section 12-3-11. Specifically Sub-section D.1.a.1. requires “highly transparent, nonreflectance windows.” The petitioner cites a state requirement that dispensaries must maintain a window tint, which would make the storefront windows only partially instead of highly transparent. See the project narrative for an example from the Dispensary33 West Loop store, which is suggested to be emulated at the subject property. The petitioner would apply a window film, the specifications for which are an exhibit to the approving ordinance, to achieve the state-required tint. However, this requires a variation.

Alignment with the Comprehensive Plan

The following is a discussion of how the use may or may not align with the 2019 Comprehensive Plan:

- **Future Land Use Plan:**

- This property is illustrated as higher density urban mix with residential. This category was used throughout downtown Des Plaines to signal support for adding residential units wherever a proposal was made to do so. While the petitioner’s proposal retains the building as single-use commercial, in broad terms, a retail cannabis dispensary is generally compatible with an “urban mix,” as envisioned for downtown.

- **Downtown Des Plaines:**

- Returning the vacant space to active use, with the attendant façade improvements, will improve the streetscape, as called for in this chapter.
- However, this chapter also calls for creating “a restaurant cluster on Miner Street next to the Des Plaines Theatre,” signaling a preference for a restaurant use at the subject property.
- On the other hand, it may not be practical for every space in the Miner blocks adjacent to the theatre to be a restaurant. In fact, the current 1504 Miner space is no longer built out for a restaurant, according to observations of Building Division staff. The additional foot traffic from a successful retail business such as a cannabis dispensary may support the existing restaurants and/or attract others to the strip.

The City Council can determine if the benefits of the proposed dispensary align with the Comprehensive Plan, or if the Council prefers to adhere to a vision for a restaurant or food-and-entertainment-oriented use.

Conditional Use and Variation Findings: Conditional Use and Variation requests are subject to the standards set forth in the Zoning Ordinance, Sections 12-3-4(E) and Section 12-3-6(H) respectively. The attached meeting minutes from the Planning and Zoning Board (PZB) meeting contain comments that serve as rationale in support of the standards. The City Council may draw upon these or may state their own as rationale for approval or denial of the conditional use and variation.

PZB Public Hearing and Result

On November 9, 2021, the PZB held a public hearing. The petitioner presented and answered questions of the Board, and the public was afforded an opportunity to speak and comment. There were no comments. The Board took a motion to recommend the City Council approve both the conditional use and variation request, and the vote was 3-1, with three in favor and one against.

City Council Procedure and Recommended Conditions: Under Sections 12-3-4(D) and 12-3-6(G) of the Zoning Ordinance, the City Council has final authority on approval, approval subject to conditions, or denial of the above-mentioned conditional use and variation for a cannabis dispensary at 1504 Miner Street. Consideration of the request should be based on a review of the information presented by the applicant and the standards for each request. If the City Council ultimately approves the request, the following conditions are recommended:

1. The petitioner shall submit to the Des Plaines Police Department, at the frequency determined by the Department, an updated and detailed list of security personnel.
2. Dispensary windows shall have substantially the same appearance as those used as an example in the application submittal. Detailed specifications on transparency shall be included with the building permit application.
3. No temporary certificate of occupancy or certificate of occupancy will be issued for the Subject Property unless and until the Petitioner has provided proof that the Illinois Department of Financial and Processional Regulation has issued a license to operate a cannabis dispensing organization on the Subject Premises.

Attachments:

Attachment 1: Location map with zoning and 500-foot buffer

Attachment 2: Staff photos

Attachment 3: Plat of survey

Attachment 4: Project narrative, operational plans, responses to standards, Dispensary33 West Loop photos

Attachment 5: IML revenue chart

Attachment 6: Letter from PZB Chairman Jim Szabo

Attachment 7: Excerpt from Draft Minutes of November 9, 2021 PZB Meeting

Ordinance Z-57-21

Exhibit A: Photos of proposed window style

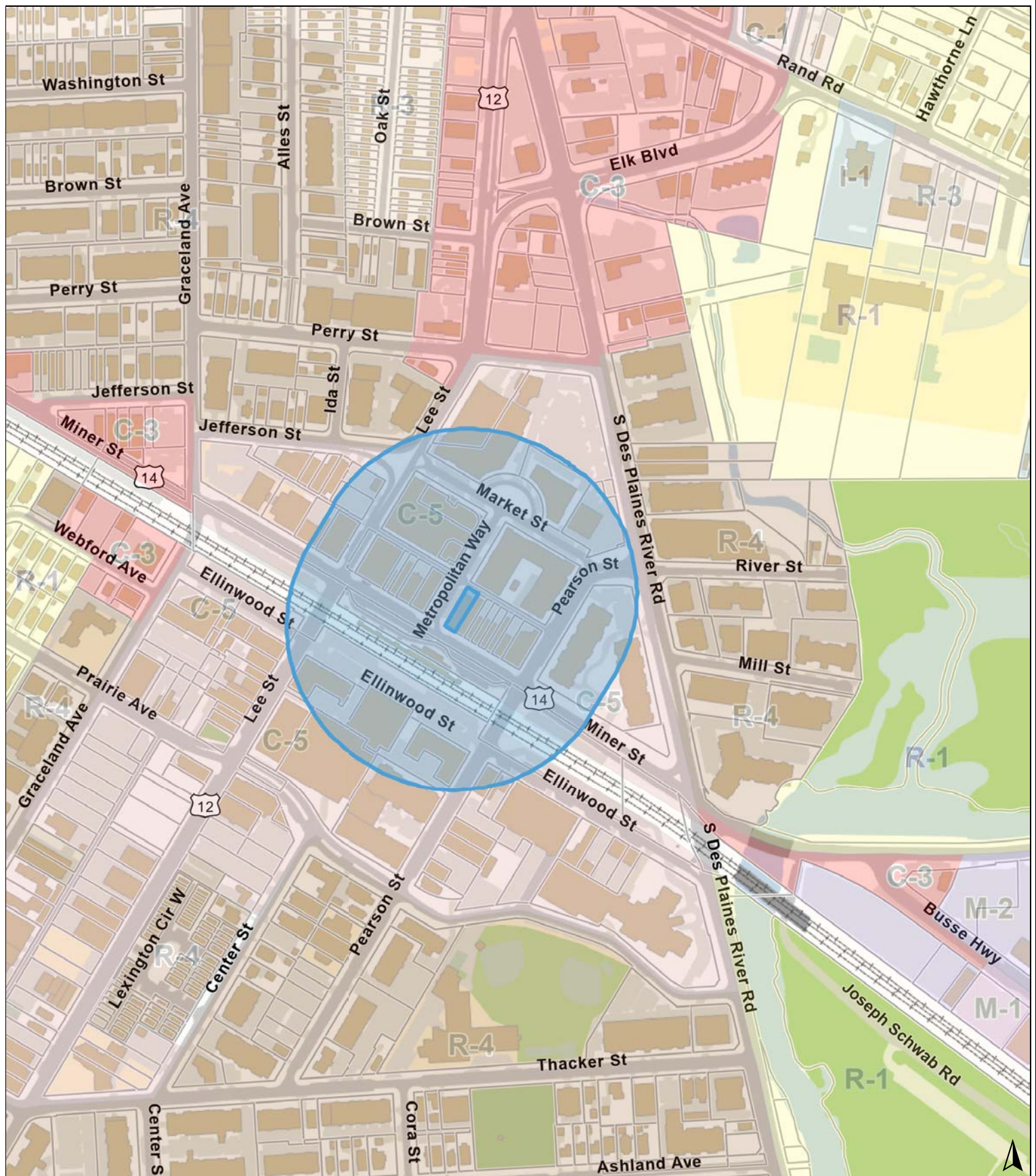
Exhibit B: Site plan

Exhibit C: Floor plan

Exhibit D: Front elevation

Exhibit E: Window exhibit

Exhibit F: Unconditional consent



0 500 1000
ft

Print Date: 10/30/2021

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.

Staff Photos



Looking north from the Metra Station



Corner of Metropolitan Way, Miner Street



Rear; proposed new parking area



Rear parking and existing refuse area

CHICAGOLAND SURVEY COMPANY INC.

PROFESSIONAL DESIGN FIRM LICENSE NO: 184-005262 EXPIRES 04/30/2015

6501 W. 65TH STREET CHICAGO, ILLINOIS 60638 (773) 271-9447

CHICAGOLANDSURVEY@SBCGLOBAL.NET

ALTA/ACSM LAND TITLE SURVEY

OF

LOT 62, (EXCEPT THE SOUTHEASTERLY 32.1 FEET MEASURED ALONG THE NORTHEASTERLY LINE OF MINER STREET), AND PART OF LOT 63, (EXCEPT THE NORTHERLY 8 FEET OF SAID LOTS TAKEN FOR ALLEY), WHICH LIES SOUTHEASTERLY OF A LINE, DRAWN FROM A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 63, WHICH IS 20.21 FEET NORTHWESTERLY FROM THE SOUTHWESTERLY CORNER, TO A POINT IN THE SOUTHWESTERLY LINE OF THE ALLEY, WHICH IS 20.3 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF THE SAID LOT. (MEASURED ALONG THE WESTERLY LINE OF THE SAID ALLEY), IN ORIGINAL TOWN OF RAND, IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

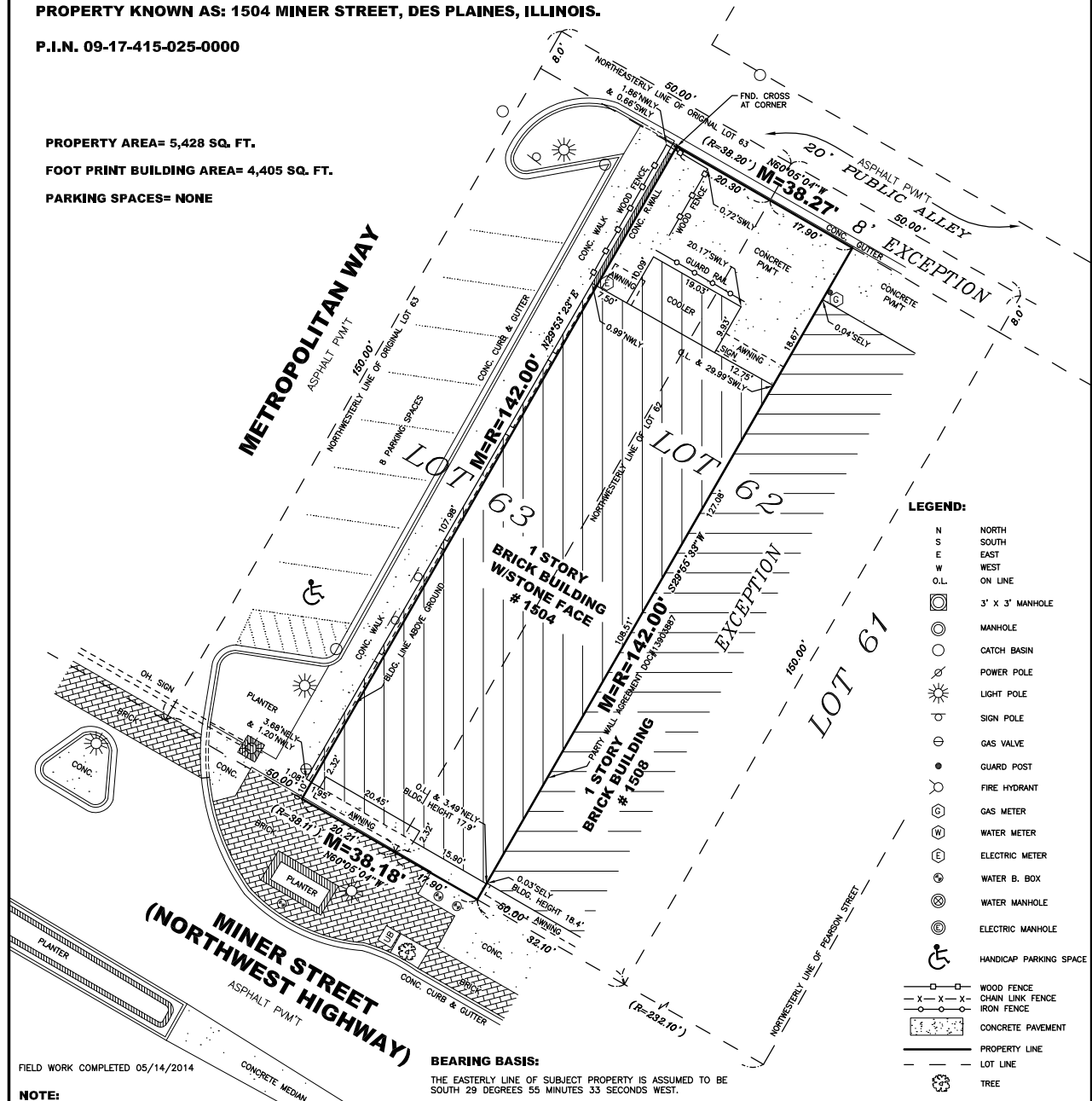
PROPERTY KNOWN AS: 1504 MINER STREET, DES PLAINES, ILLINOIS.

P.I.N. 09-17-415-025-0000

PROPERTY AREA= 5,428 SQ. FT.

FOOT PRINT BUILDING AREA= 4,405 SQ. FT.

PARKING SPACES= NONE



FIELD WORK COMPLETED 05/14/2014

NOTE:

FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN ON THE SURVEY PLAT, REFER TO YOUR ABSTRACT, DEED, AND LOCAL BUILDING REGULATIONS.

UTILITY DATA, OTHER THAN PHYSICAL EVIDENCE VISIBLE ON THE GROUND, IS SHOWN AS PROVIDED BY THE PRIVATE AND PUBLIC SOURCES AND SHOULD BE ASSUMED TO BE APPROXIMATE.

NOTE:

THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS, RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS, SITE USE AS SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

ZONING:

C-5: COMMERCIAL DISTRICT
CENTRAL BUSINESS DISTRICT

FOR BULK RESTRICTION REFER TO:
COMMUNITY DEVELOPMENT
CITY OF DES PLAINES
1420 MINER STREET
DES PLAINES, ILLINOIS 60016
TEL. (847) 391-5306

BEARING BASIS:

THE EASTERLY LINE OF SUBJECT PROPERTY IS ASSUMED TO BE SOUTH 29 DEGREES 55 MINUTES 33 SECONDS WEST.

FLOOD NOTE:

THE SUBJECT PROPERTY IS LOCATED IN ZONE "X" AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, COMMUNITY PANEL 17031 C 0217 J, EFFECTIVE DATE: AUGUST 19, 2008.

NOTE:

IN MATTERS OF RECORD, WE HAVE RELIED UPON CHICAGO TITLE INSURANCE COMPANY ALTA OWNERS FORM, POLICY NUMBER: 40013251, EFFECTIVE DATE: APRIL 22, 2014.

THE UNDERSIGNED HEREBY CERTIFIES, AS OF MAY 27, 2014, TO:

CHICAGO TITLE INSURANCE COMPANY
IMAGINE PIZZA, LLC
TOIA BUILDING LIMITED PARTNERSHIP PLAZA

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2,3,4,6(a),7(a),7(b),7(c),8,9,10,11(a),13,14,16,17,18,19,20 OF TABLE A THEREOF.

DATED THIS 27 TH DAY OF MAY 2014.

BY: *Roger P. Jacob*
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3384

Project Narrative

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Appendix A:	Dispensary33 West Loop
Appendix B:	Design Site Plans
Appendix C:	State Emails and Lottery Results

Description Of Interested Parties

There are three distinct entities involved in this transaction.

1. **280E, LLC** is the master tenant of the property. 280E, LLC is owned by Bryan Zises, Kristie Zises, Zachary Zises and Paul Lee, who represent a majority ownership and all Class A shareholders in Gentle Ventures, LLC d/b/a Dispensary33.
2. **D33 Mgmt, LLC** has agreed to operate the dispensary on a day-to-day basis. D33 Mgmt is also owned by Paul Lee, Zachary Zises, Bryan Zises and Kristie Zises, and performs operations and management for dispensaries around the Chicago area.
3. **Green & Foster, LLC** has agreed to be the sub-tenant and the licensee. G&F has been granted the right to receive a conditional license from the State to operate an adult use dispensary although, currently, the granting of this conditional license is prevented by a temporary restraining order by court order.

Our Business

280E, LLC is a recently formed business whose function is to serve as the master tenant for dispensaries managed by D33 Mgmt. This master/sub-tenant structure is common in the cannabis space and mostly serves to navigate the unique status of cannabis as state-legal and federally illegal.

Green & Foster are a newly formed entity that applied in Illinois' round of Social Equity adult use dispensaries and have been fortunate enough to win three conditional licenses. G&F has two equity members: Loretta Foster and Paul Lee.

Loretta Foster is a 16-year veteran in the US Navy who served as a dental administrator, a role she similarly filled in civilian life after leaving the armed forces in 2001.

Paul Lee is a founding partner at Dispensary33, where he has also acted as its General Manager since it began operations in December 2015.

G&F is partnering with Dispensary33's operators to manage the dispensary on a day-to-day basis. D33 will be responsible for branding, design, compliance and all other regulatory and operational matters. This is why the information to follow discusses the facility from the vantage of D33.

VALUES

D33 was the first dispensary to open in the Chicago. There are two primary reasons:

1. We have always been acutely aware of the importance of working with our communities to earn their support. All of D33's owners are homeowners who live close

to the dispensary – we know the difference between a business that adds value to a communities other businesses and its residents and one that does not. Not only did we work with Andersonville’s assemblage of stakeholders to gain their initial support for our use, but we have continued to be responsive to their concerns as we converted from medical only to also include adult use sales.

2. We have been similarly responsive at the City level as well, and only go where we are wanted. We only considered Des Plaines after the conditional use ordinance passed and the City seems to want a dispensary downtown. The location is high profile for the City and we take our responsibility to work within the needs and interests of the community very seriously.

REPUTATION

We have a different reputation among different groups:

1. The Residential Community. In Andersonville, where we operate within a robust residential district, our reputation is of a business that works to lighten the load of our business on its residents. We have an unlisted number that our Alderman can use to call us any time he needs us to respond to a community concern. We regularly participate in our governing block club meetings to keep them updated and to hear concerns. This was critical at the beginning of adult use sales when we were, quite frankly, overwhelmed, but in a few weeks we learned how to minimize lines and our impact. We now operate far more efficiently and have not faced any community concerns in well over a year.
2. The Business Community. Our newest location in Chicago’s West Loop neighborhood is in the heart of a robust restaurant district. We have partnered with many of them to cross-promote through our email lists and staff promotions. Our busiest hours in the West Loop are between in the evenings because that is when the scene there is hopping, and we offer a cool place for people to shop and learn while waiting for their tables or just being tourists.
3. Consumers. We divide consumers into two broad camps – connoisseurs and noobs – and we work to provide each of them with the best experience possible. Critical to the experience we provide is our website, where our menu shows detailed photos that we take ourselves of everything on offer and offers detailed descriptions for each product. On the basis of the website information alone, a lot of return customers will have already pre-ordered before entering, at which point our job becomes getting them in and out as efficiently as possible. This can be as quick as 150 seconds for those not interested in lingering.

For those looking to receive more attention, to have their questions answered, and to learn as much as they can, we take great pride in the experiential spaces that we design for just this purpose. We are almost certainly the only dispensary in Illinois that displays all of the product it sells, because we think it's important for people to be able to see what they are buying. All products also have detailed placards next to them that help consumers educate themselves as they look around and read. While most other dispensaries in Illinois create a pharmacy-like experience, we prefer the Apple store model instead.

As an entity that is unaffiliated with any cultivators or processors, we are free to select the best products in the marketplace, rather than just serve the business model of a larger enterprise. For consumers, this means we always carry a wide selection of products that change depending on the performance of the crops of the growers. As craft growers and craft processors come into the marketplace we are in a great position to discover and highlight the ones producing the highest quality and most innovative products.

OPERATIONS

Over the six years we've been operating we've constantly refined our operations to become more efficient and effective. We were exceedingly good at meeting the needs of our medical customer base and then, on January 1, 2020 when adult use sales began, we got kind of bad at it for a time, while we learned how to handle the massively increased customer volume. Then on March 14th of last year we had to learn an entirely new set of operational tricks for protecting our staff and customers.

The D33 store on Clark St. is 2,100sf in total. The retail area is 800sf. Yet the store will regularly see more than 1,000 customers on a busy 12-hour day, and the line that day will never extend beyond the edge of our own building. The lessons we've learned there are the lessons we will bring to Des Plaines to ensure that our impact on the community is only a positive one. These include:

1. A robust pre-order system. Most return customers will pre-order before arriving and spend very little time in the store, allowing our staff to be much more high-touch with those who want a more educative experience.
2. ATM's on site. We are an exclusively cash business but do not wish for people to carry money just to purchase at our store. Transaction fees are kept low, \$1.50, to encourage their use.
3. Segregated Responsibilities. Our registers and dispensing counters are segregated. This spreads out where customers and staff are over the space and allows retail staff to dedicated themselves to helping customers purchase, and inventory management to

remain exclusively focused on product dispensing, resulting in greater operational efficiency and lower error rates.

BUSINESS EXPECTATIONS

Estimating our daily volume of customers involves looking into several crystal balls. We know how many licenses have been awarded but we do not know where those licensees will open. How many others will open in Des Plaines? Within a 5 mile radius? As a result, our projections assume that state-wide sales will continue to increase marginally year over year and that we will perform in line with the average dispensary. By this time next year, we can assume that adult use sales across the state will about \$150M per month and, with this round of licenses stood up, there will be a total of 295 adult use dispensaries, doing on average \$500k/month. Ticket averages are about \$100, so that's 5000 customers per month, or about 170/ day, which equates to probably 100/day during the week and 220-250 on weekends.

HOURS OF OPERATION

We intend to operate for the fullest number of hours allowed: 10a to 8p every day of the week. However, we may shorten hours based on demand.

STAFFING

Between five and nine staff will be at the facility during all operating hours:

- 1 security guard
- 1 store lead
- 1 front-desk agent
- At least 1 retail staff (likely 2-4)
- At least 1 inventory agent

APPEARANCE

See **Appendix A** for a selection of photos from our adult use location in Chicago's West Loop neighborhood. We are particularly proud of the attractive frontage, the uncompromising commitment to both an aesthetically pleasing, consumer friendly, and secure environment we have created.

LIGHTING PLAN

The lighting plan will be robust and will ensure that surveillance systems will be able to achieve facial recognition in all interior spaces and exterior frontage and parking areas. At the same time, the exterior plan will ensure compliance with 12-9- 6G in providing at least one foot-

candle of illumination at all points in the back parking area, while shielding adjacent neighboring property lines to ensure none receives more than 2 foot candles of illumination, in accordance with 12-12-10. Light will be affixed to the building, more than 3 feet from any property line and well below 30 feet in height from established grade.

SECURITY PLAN

The security system is broken out into two arrays: surveillance and anti-intrusion. The surveillance system is composed of a network of cameras that will continuously surveil 100% of the interior and exterior of the facility, except where legally prohibited (bathroom and changing areas). Camera type varies on purpose – exterior cameras are optimized for weather-proofing, tamper-proofing and nighttime conditions; interior camera focal lengths are optimized to either capture a wide area, if its function is to monitor the goings-on of an entire room, or a narrow point, to monitor the staff as they fulfill products on an order-by-order basis or as they operate a POS or currency counting machine.

The anti-intrusion system is a multi-layered lattice of protection that allows us to monitor and control the movement of employees and non-employees, to be able to immediately alert authorities in the instance of a threat, and to detect and prevent any unwanted intrusions into the facility as a whole and high value targets within the facility in particular. This system includes:

1. **Access Control Doors**: All doors within the facility will be locked at all times. Staff will have access control cards that are programmed to allow them to unlock only those doors consistent with their responsibilities, and only at times when they would need to do so. So, retail staff cannot unlock the door to Vault and will not be able to unlock the door to the employee entrance beyond those times they would be expected to be on-site.
2. **Panic Buttons**: Employee stations (front desk, POS) will be equipped with panic buttons that, once activated, trigger an immediate alert to local authorities.
3. **Motion Sensors**: Every room in the facility will be equipped with motion sensors.
4. **Seismic / Sonar Sensors**: Per City code, all roofs and walls will be monitored with these sensors.
5. **Glass Break Sensors**: All glass on the exterior of the building will be monitored with glass break sensors.
6. **Multi-Zone Alarm System**: The Vault will be on a separate alarm zone, allowing it to remain armed independent from the rest of the facility. Within the vault will be a currency safe bolted into the floor, access to which will be restricted solely to necessary

staff, and the IT Closet, holding the servers that run the security system and store the surveillance data.

7. **Smoke and Fire Alarm**: Each area of the dispensary will be equipped with a photo-electronic smoke and heat detector with a built-in wireless transmitter that conducts alarms and tampering, maintenance needs, and low battery signals

Additional security controls:

1. **Security Guard**: a licensed security guard, employed by a third-party Licensed Security Contractor, will be on-site during all operating hours.
2. **Auxiliary Power**: The access control, video surveillance, smoke/fire, and alarm systems will have a two-part auxiliary power system; battery and backup generator. SmartPro 120V Line Interactive Uninterruptable Power Supply (UPS) in the IT/ Secure Records Room will supply immediate uninterruptible power service in the event of momentary power outage for a minimum of 4 hours to all security systems. For any outage lasting more than 4 hours, the dispensary will utilize a backup, non-grid tied power generator, to provide uninterrupted power to the facility in the event of an extended power loss.
3. **Facility Design**: Security needs are front of mind with several aspects of our floor plans (see **Appendix B** for our vision for Miner Street):
 - a. **Barriers Between Areas**. The dispensary is divided into distinct areas, all separated by controlled access doors and natural physical barriers.

The public may only enter through the Front Door into the Lobby, which is the only **Public Access** area of the facility. The Front Desk Agent controls the request-to-access door from the Lobby to the **Limited Access** Retail Room and will only unlock this door for approved Purchasers after presenting valid identification.

A controlled access door will separate the Sales Floor from the **Restricted Access** area behind the Dispensing Counter. From this area, a second controlled access door must be opened in order to reach the picking room and the rest of the facility where product and currency are stored.

- b. **Dedicated Entrances/Egresses**. All individuals will have specific, dedicated entrances and egresses that they must use to access the facility, allowing us to precisely monitor and track each person's location while on the premises.

The **Front Door** will be unlocked during operating hours and will be the only door Purchasers and Non-Delivery Service Professionals may enter through. From the Retail Room, Purchasers may only exit through the secure **Exit Mantrap**. Separating the entrance and exit in this way gives us greater control over the number of customers in the facility and prevents any logjams in the lobby.

The **Employee/Delivery Vestibule** will be the only entrance/exit for staff and product deliveries.

- c. **Two Door Requirement.** Every point of entrance and egress will be protected by a two-door mantrap. For Purchasers, the front door is followed by the door to the Retail Room upon entrance. To exit, they must leave through the two-door Exit Mantrap – these two doors have a Right-to-Exit Detector that prevents both doors from being open at the same time, preventing any unauthorized entrance into the facility from the dedicated exit.
4. **Strict Anti-Loitering Policy.** We will enforce a strict No Loitering policy. All persons who are not authorized Purchasers and have not demonstrated a reasonable need to visit may not loiter either in the Lobby or on the exterior premises. The Security Agent will regularly check the exterior and advise those attempting to remain on the premises without any need to do so that local law enforcement will be called to remove the offending party if they do not cease loitering. If such persons fail to respond to requests to vacate the premises, then law enforcement will be summoned to remove them.

ODOR MITIGATION PLAN

An HVAC system will run throughout the facility. All air intakes will be equipped with carbon filters. The vault will be separated into a separate HVAC zone with the ability to add additional odor mitigation filters if needed. The Director of Community and Economic Development will be granted supervised access to all areas of the facility to evaluate and require amendment to our odor mitigation strategies.

DELIVERY PLAN

We will maintain a parking space in the rear of the building specifically for deliveries.

- Delivery vehicles are either Ford Transit Connects or Sprinter Vans – both vehicles can easily be accommodated in one of these spots.
- Deliveries are always pre-scheduled and spaced out so that each delivery can be accepted and processed before another is scheduled.
- Our preference is to have more frequent deliveries with less volume, so two to three deliveries per day is not uncommon.
- Delivery contents will be carried through the dedicated mantrap in the rear of the building. With the Right-to-Exit switch preventing both doors from being open at the same time, security risk is kept to a bare minimum.
- A security guard will be present.
- Per State regulations, during the time that product is undergoing intake, a delivery agent from the manufacturer will remain with the vehicle at all times. Depending on the size of the delivery, this process can take between 5 and 25 minutes.

REFUSE PLAN

In keeping with State regulations, all product waste must be destroyed before being left outside for pick-up. Destruction occurs at the same time every week, to coincide with weekly trash pickup so that destroyed product is outside for the shortest possible amount of time. Below is a copy of our approved product destruction and disposal plan:

- Any finished cannabis, extractions, infusions, or other harvested plant material that does not meet standards for health, quality and viability, or which for regulatory reasons have been deemed requiring destruction, must be segregated in a quarantined area and then destroyed.
- All product must be rendered unusable and unrecognizable before being placed outside for waste management pick-up. The following guidelines are in place to ensure this threshold is met for each product category:
 - Flower and Concentrates. Grind all flower and concentrates together in a blender until rendered a fine powder. Pour into waste bin and cover with cat litter, in an amount in far excess of 50% by volume.
 - Topical Patches. Remove the backing from the patch to expose the medicated side of the patch. Suffuse the patch in cat litter until all areas of the patch of covered. Dispose of the patches into the waste bin and cover with cat litter, in an amount in far excess of 50% by volume.
 - Cartridges. Smash cartridge tanks by blunt force, using a mallet or other such device, and then empty the remains into the trash bin and cover with cat litter, in an amount in far excess of 50% by volume.
 - Edibles. Heat edibles in a microwave oven and pour the resulting liquid into the trash bin and cover with cat litter, in an amount in far excess of 50% by volume.
 - Creams and Other Topicals. Smash products by blunt force, using a mallet or other such device, and then empty the remains into the trash bin and cover with cat litter, in an amount in far excess of 50% by volume.
- Disposal shall only occur in the restricted access area, at the same time every week, as pre-approved by IDFPR, and shall be performed in full view of the video surveillance.

OTHER REGULATORY REQUIREMENTS

In most ways that impact the community the requirements imposed by the State have been addressed in our floor plan and our security plan detailed above, or, as with operating hours, are addressed by the City's zoning ordinance. However, there are a few additional requirements that we will be meeting:

1. **Tinted Windows**. All public-facing windows must be tinted and have anti-shatter film applied.
2. **Signage**. The lobby and retail rooms will have required signs posted.

STANDARDS FOR CONDITIONAL USES

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

We have confirmed with the City that the building is appropriately zoned within the specific zoning district of the building. The building is zoned C-5 and, per the City's zoning ordinance, this is an approved zoning designation for the use.

Uses	C-1	C-2	C-3	C-4	C-5	C-6	C-7
Accessory uses and structures	P	P	P	P	P	P	
Accessory off site parking lots			C				
Alternative tobacco establishments			C ¹⁸	C ¹⁸			
Animal clinic	C		P	C	C		
Animal hospital			P				
Artisanal retail establishments			P ¹⁴	P ¹⁴	P ¹⁴		
Assisted living facility			C		C ³		
Auto body repair			C				
Auto filling station			P ⁴	P ⁴			
Auto service repair			C				
Bed and breakfast	C						
Body art establishments			C ²³				
Brewpub		P ⁶	P	P	P	P	P ⁶
Cannabis dispensaries			P ¹⁹	P ¹⁹	C ¹⁹		

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

The Vision Statement for Des Plaines' Comprehensive Plan for Downtown seeks to create "a vibrant destination with a variety of restaurant, entertainment, retail, and housing options."

We will be occupying a building that has failed to attract a tenant for over three years, and bringing a retail use that will attract affluent customers from around the surrounding area. We will be a natural attraction to, and highly symbiotic with, the theater-going crowd. Our commitment to aesthetics and attention to detail will beautify the area and strongly contribute to the Downtown as a vibrant destination.

The Plan also states the following: "8.7. Assess the C-5 zoning district to bring a variety of new uses to the vacant spaces including "experience retail uses". Our use is at the vanguard of what is new and will be an experiential space that is likely exactly what was envisioned in this section of the 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;

We are professional operators with as much experience as anyone in the State. We currently operate in areas that are a mix of residential and commercial, and have done so in harmony with our neighbors since our founding in 2015. Every choice we make concerning the building's exterior will be to align it with the area, and the interior design will be highly attractive.

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

We will have a security guard on site during all operating hours. Our security system will monitor all exteriors and interiors of the facility at all times. Federal law notwithstanding, everything we do is consistent with a successful retail operation that is neither hazardous or disturbing, and will be a large net benefit to the 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;

Current essential public facilities adequately serve our use. We have access to four parking spaces, whereas our use only requires one. This ensures that deliveries will not impede streets and that driving customers will have adequate parking at the building. We do not produce appreciable garbage that would stress refuse disposal, nor do we place unusual demands on water and sewer or schools.

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;

We have adequate parking and security, and nothing we do otherwise puts stress on public facilities. Because of the local taxes we generate and the destination customers we attract, we will only be a benefit to the economic welfare of the community.

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

During higher traffic times we expect the vast majority of customers to come by Metra – there are plenty of other dispensaries in the area accessible by major thoroughfares that will be easier for most customers to reach. Our use does not create noise above any other retail environment, we will not allow smoking or vaping on or around the premises, we will have an odor mitigation system that will be continually checked by the City, per the ordinance, and window tinting will prevent any glare.

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

Per our Site Plan, there are parking spaces in the back of the building to ensure non-interference with traffic for deliveries and most, if not all, vehicular traffic flow.

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

No part of our plan entails impacting the natural, scenic, or historic features of Downtown Des Moines in any way. We will be maintaining the current façade and only adding a tasteful sign that is less than 50 square feet, per the ordinance.

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

Our proposal complies with, and our operations will comply with, all regulations in the ordinance concerning adult use dispensing organizations. We have operated in compliance with all State and Chicago regulations since 2015 and have always maintained open lines of communications with State and City regulators, as well as with local resident and business groups, to ensure that we are doing everything in our power to fulfill our commitments on a statutory, regulatory and communal basis.

STATE NOTIFICATION

The State has not issued direct communications to winning applicants concerning their conditional licenses and likely will not until the court-ordered temporary restraining order is lifted, thus allowing the licenses to be officially awarded. See **Appendix C** for emails sent to all applicants and lottery results posted on the IDFPR cannabis page (<https://www.idfpr.com/profs/adultusecan.asp>).

Green & Foster, LLC was awarded the right to a total of 3 conditional licenses in BLS Regions #5 (which includes Des Plaines): selection #14 in the Social Equity Justice Involved Lottery; and selections #10 and #32 in the Tied Applicant Lottery.

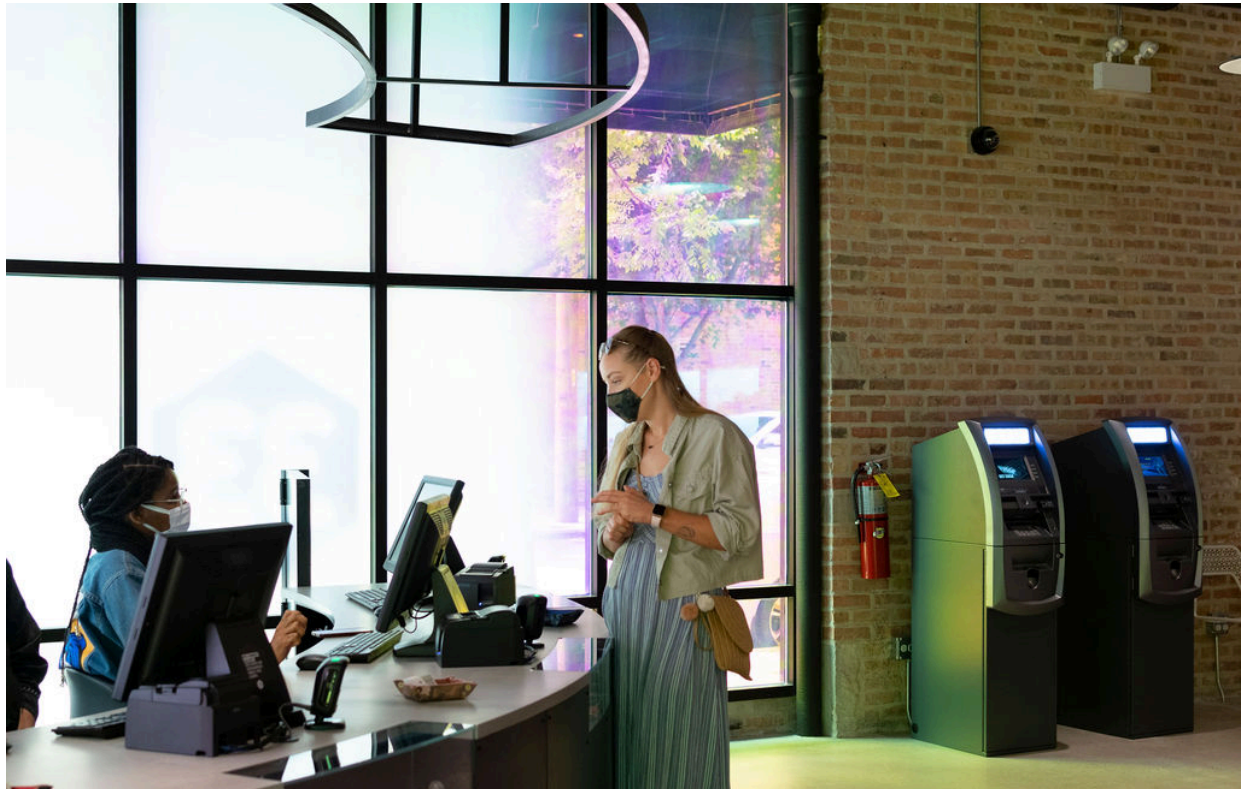
Check-In Area. Bar and counter were pre-existing. The overhanging metalwork creates a structure to hang compliant signage (letters must be 2" high, so we decided to embrace the requirement as an architectural element).



Retail Room. The view from POS counter, looking at the check-in area through the metal door, and the reverse angle.



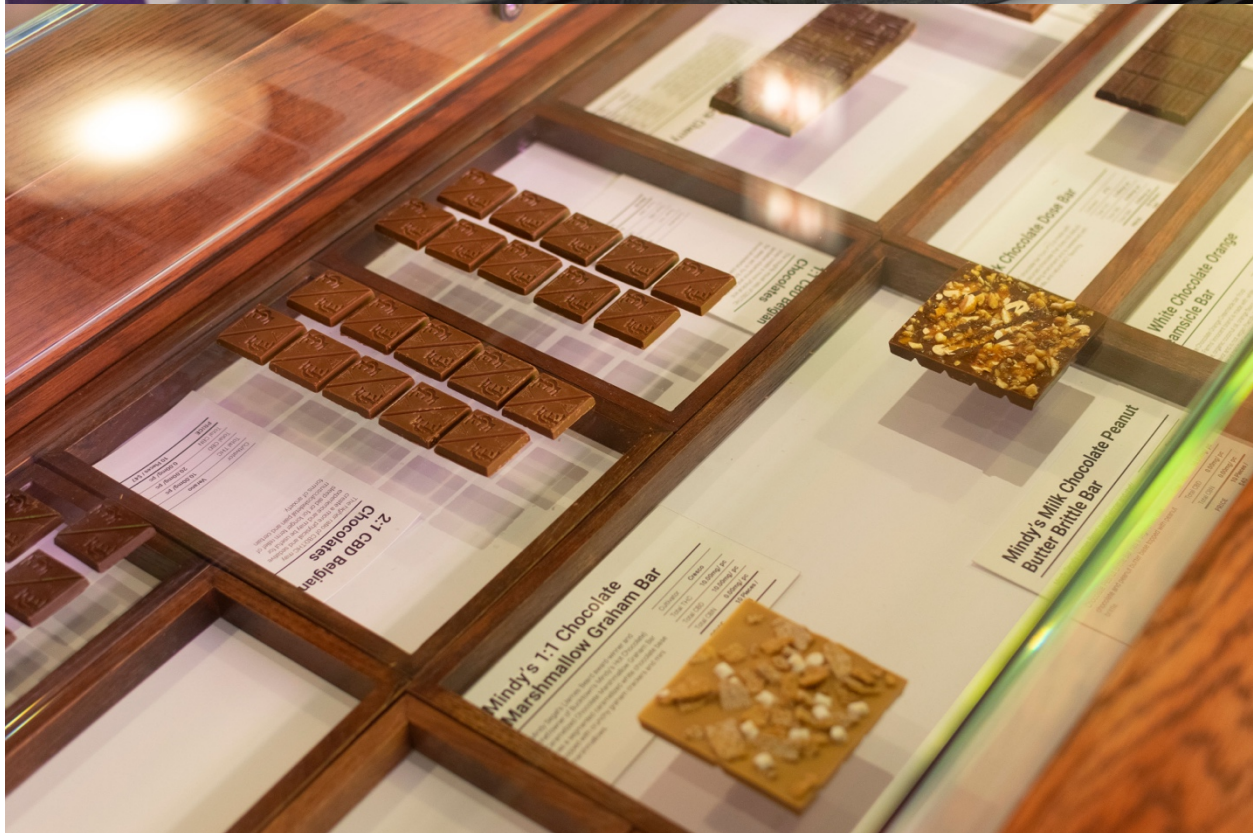
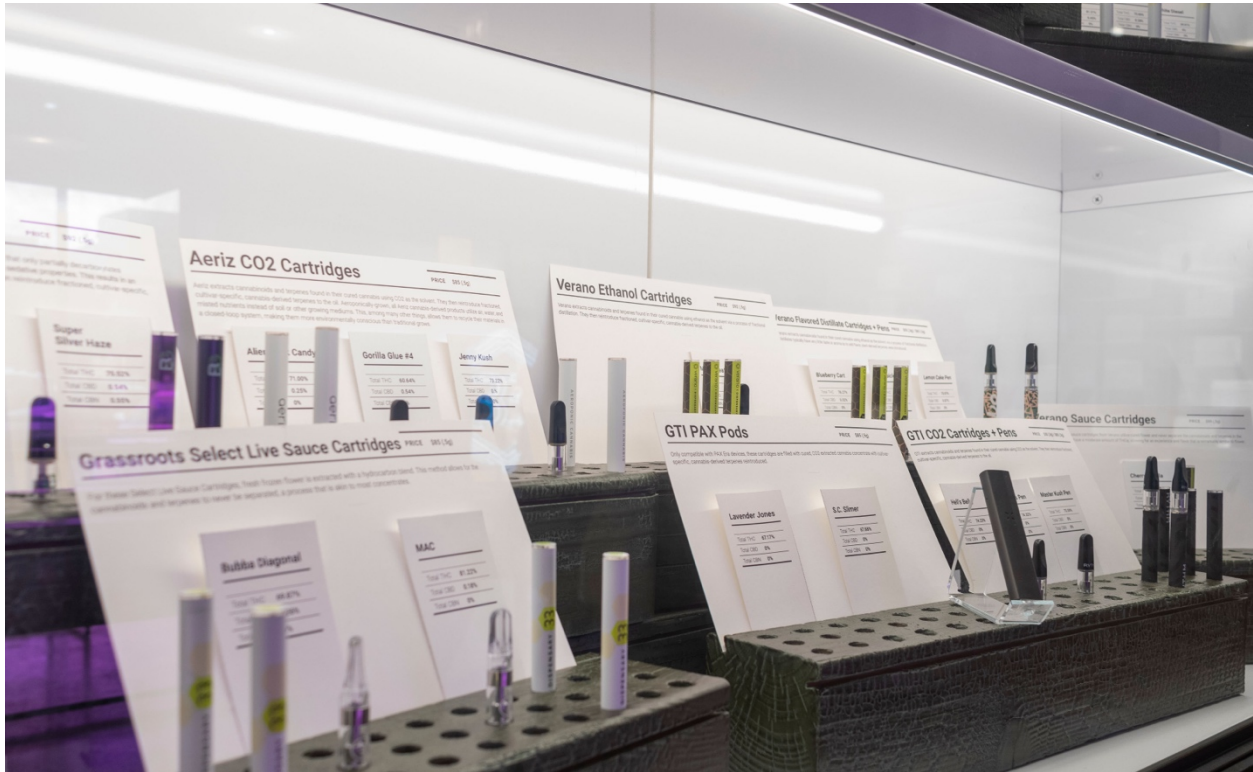
Retail Room. The sales counter is in one corner of the room. The dispensing counter (with more compliance signage) is in the other.



Retail Room. Flower is displayed behind security glass. Customers can see the products and displays up close but cannot access them.



Retail Room. The metal wall has glass cut-outs where concentrates, cartridges are displayed, behind glass that is inaccessible to customers. Edibles are displayed in cases on the retail floor, but the products are dummies. Each product has a product description included (these descriptions can also be found on the product menu of our website).



access :

public access

restricted accesslimited access

square footage :

waiting room :360sf

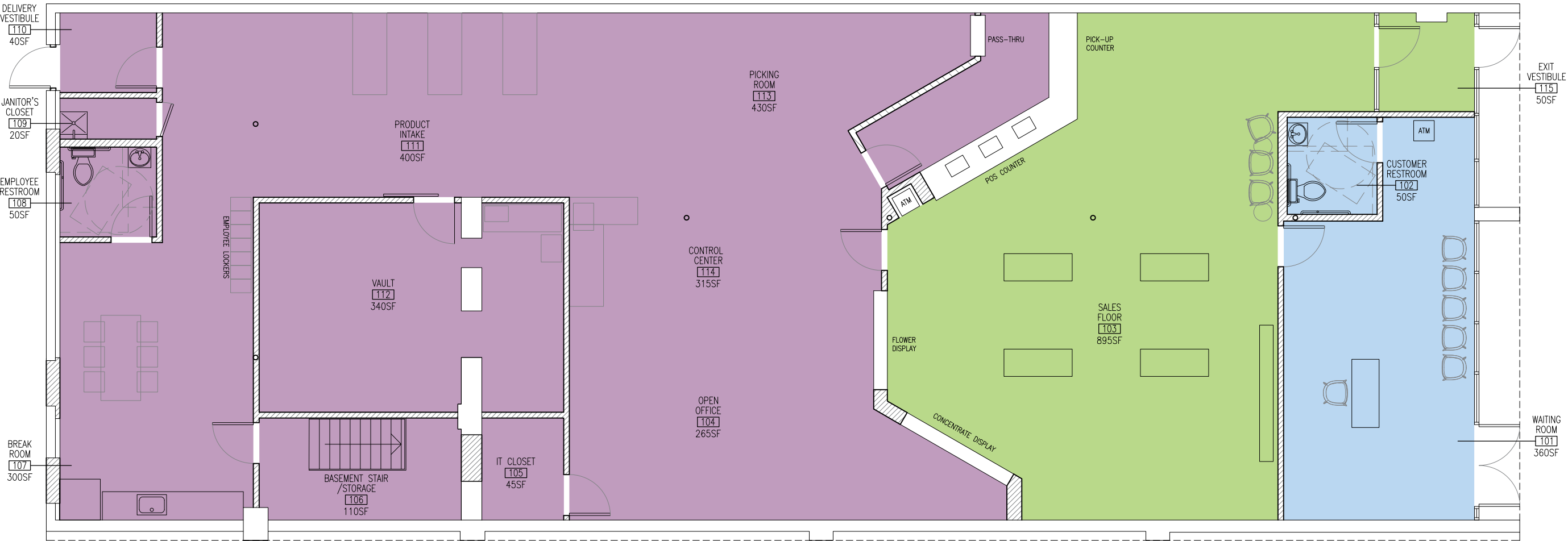
sales floor :895sf

restricted access : 2,315sf

occupancy :

waiting room :6 people

sales floor :15 people



Tied Applicant Lottery Results

From: **FPR.DispensaryScoring** | FPR.DispensaryScoring@Illinois.gov

Thursday, Aug 19,
3:50 PM

To: **FPR.DispensaryScoring** | FPR.DispensaryScoring@Illinois.gov, 'us-advidfpr@kpmg.com' | us-advidfpr@kpmg.com

Dear Applicants,

The Department has concluded the Tied Applicant Lottery identifying those applicants that are eligible to receive a Conditional License. A complete list of those applicants selected in the Lottery can be found [here](#).

The announced conditional licenses to be awarded may be subject to change as a result of court orders or administrative review.

Applicants selected in the Lottery are eligible to receive a Conditional License, provided that they comply with the remaining administrative steps, including compliance with Section 1291.95 of the [Emergency Rules](#) issued pursuant the Act and any ownership limitations set forth in the Act.

Applicants selected in the lottery have five business days to abandon a Conditional License if they would otherwise exceed the ownership limitations set in Sections 15-35(b)(5), 15-35.10(b)(5), or 15-36(c) of the Act. (Original Act [here](#); amendments made by Public Act 102-0098 [here](#).) This means that applicants have until 11:59 PM CT on August 26, 2021 to submit the Abandonment Form (if necessary) to FPR.CannabisAdministration@illinois.gov.

For more information on the abandonment period and whether you must submit an Abandonment Form, please review the Department of Financial and Professional Regulation's ("Department") [FAQs](#) and [Abandonment Form](#). The Department will not be responding to individual questions regarding whether an applicant must submit an Abandonment Form.

Applicants who were eligible to participate in the Lottery but were not selected may still be eligible to receive a license if the selected applicants are not ultimately awarded a Conditional License. In the event a selected applicant is not awarded a Conditional License, the Department will inform the next applicant drawn from the Lottery that they are eligible to receive a Conditional License.

The Department thanks every applicant for participating in the conditional license application process.

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Illinois Department of Financial and Professional Regulation

Division of Professional Regulation

www.idfpr.com

JB PRITZKER
Governor

MARIO TRETO, JR.
Acting Secretary

CECILIA ABUNDIS
Acting Director

UPDATED: August 23, 2021

Results of Lottery for Social Equity Justice Involved Lottery for Conditional Licenses Per BLS Region

The Social Equity Justice Involved Lottery, with 17 BLS Region drawings, was conducted on August 5, 2021 for 55 Conditional Adult Use Dispensing Organization Licenses ("Conditional License"). Below are the results of the drawings for each BLS region identifying the order in which each qualifying Social Equity Justice Involved Applicant was drawn. This order determines the order in which the Department of Financial and Professional Regulation ("Department") will award the available Conditional Licenses in each BLS region. Unique Lottery Numbers are those found in our [updated list of participants](#) from August 4, 2021.

An asterisk (*) next to an "Order Drawn" number means the applicant abandoned that opportunity for a Conditional License and the Department is distributing that license to the next Qualifying Social Equity Justice Involved Applicant drawn by lot pursuant to 410 ILCS 705/15-35.10(b)(7)-(9). The next applicant(s) drawn by lot in the August 5, 2021 Social Equity Justice Involved Lottery have been identified and added at the end of the specific BLS region's list.

Applicants who have the opportunity to be awarded a Conditional License in the Social Equity Justice Involved Applicant Lottery are subject to strict limitations on the number of total licenses, as mandated by Public Act 102-98. An applicant's failure to report to the Department that it has exceeded the statutory license limitations will result in the Department's refusal to issue any of the Conditional Licenses resulting from the Social Equity Justice Involved Lottery.

Below are the Department's certified results of the Social Equity Justice Involved Lottery for each drawing by BLS Region. Each list identifies the applicants who have an opportunity to receive a Conditional License from that drawing. In order to receive a Conditional License, each applicant must satisfy the statutorily mandated abandonment periods and tax-compliance checks.

Those applicants who have been selected for a conditional license are subject to the statutory requirements of the principal officer and license limitations and tax compliance checks, available [here](#). If an applicant is required to abandon a license because it exceeds the license limitations, the applicant shall have five business days, from the day the results of the Social Equity Justice Involved Lottery are posted to the Department's website, to abandon, and the next drawn applicant will be notified of their opportunity to be awarded a conditional license. Additionally, if an applicant cannot prove its tax compliance within 60 days of winning a conditional license in accordance with 68 IAC 1291.95, the Department will deny issuance of the Conditional License(s) and the next drawn applicant will be notified of their eligibility to be awarded a conditional license. Therefore, the result lists below may change pending the abandonment of an applicant's conditional license and/or an applicant's failure to prove tax

compliance. This means additional applicants, whose draw order followed the abandoning applicant's order, may become an awarded applicant.

The announced conditional licenses to be awarded may be subject to change as a result of court orders or administrative review.

Term	Meaning
Unique Lottery Number	The Unique Lottery Number is randomly assigned to a Unique Applicant Number. The Unique Lottery Number will be used to identify the results of the lottery drawing.
Unique Application Number	A Unique Application Number was assigned to all applications.
Applicant Name	The Applicant Name reflects the entity's name as submitted on the original application.
Order Drawn	This reflects the order in which the Unique Lottery Numbers were drawn by the Illinois State Lottery.

BLS Region #1 (Bloomington) 1 Conditional License Available

Order Drawn	Unique Lottery Number	Unique Application Number	Applicant Name
1	29	3945430	ILLINOIS HEALTH & WELLNESS, LLC

BLS Region #2 (Cape Girardeau) 1 Conditional License Available

Order Drawn	Unique Lottery Number	Unique Application Number	Applicant Name
1	40	3946378	TRU ESSENCE GROUP, LLC

BLS Region #3 (Carbondale-Marion) 1 Conditional License available

Order Drawn	Unique Lottery Number	Unique Application Number	Applicant Name
1	27	3956441	IL-LUSTRIOUS VETERANS' UNIT II LLC

BLS Region #4 (Champaign-Urbana) 1 Conditional License available

Order Drawn	Unique Lottery Number	Unique Application Number	Applicant Name
1	70	3947067	SEQUITY VENTURES, LLC

BLS Region #5 (Chicago-Naperville-Elgin) 36 Conditional Licenses Available

Order Drawn	Unique Lottery Number	Unique Application Number	Applicant Name
1	1159	3952564	MINT VENTURES LLC
2	1086	3953473	LATINO VETERANS HEALTH AND REVIVAL LLC
3	1556	3949402	THE HOMECOMING GROUP, LLC
4	1219	3953734	NLJ PARTNERS LLC
5	1656	3952950	VILL-OPS, INC (DBA VIOLA)
6	1634	3950018	VELTISTE ILLINOIS LLC
7	983	3952765	ISLAND THYME, LLC.
8	1188	3953218	MORGAN AND HOPE, LLC; DBA 64 & HOPE
9	471	3951011	FAMILY ROOTS, LLC
*10	345	3950925	DEALERSHIP, LLC
11	1387	3948423	SB IL LLC D/B/A STARBUDS
12	861	3952426	HEARTLAND LEAF, LLC
*13	625	3952431	GREEN & BREADLEY, LLC
14	677	3952145	GREEN & FOSTER, LLC
15	934	3951252	ILLINOIS CANNABIS COMPANY, LLC
16	1290	3948137	PLANET 13 ILLINOIS, LLC
17	1349	3966035	RENU LLC
18	208	3950767	CANNA VENTURES, LLC
19	1224	3951742	NMG IL 4, LLC
20	1603	3948387	TRIUMPH 7 INVESTMENTS, LLC
21	404	3952948	ELLANA, LLC
22	610	3951363	GREEN & BRANSFORD, LLC
23	1241	3953334	OCEAN CAPITAL IL, INC. D/B/A DR. MOODS CANNABIS COMPANY
24	468	3953776	EUPHORIA, LLC
25	475	3951011	FAMILY ROOTS, LLC
26	632	3952431	GREEN & BREADLEY, LLC

Important Cannabis Lottery Information

From: **FPR.DispensaryScoring** | FPR.DispensaryScoring@Illinois.gov

Friday, Sep 3, 1:20
PM

To: **FPR.DispensaryScoring** | FPR.DispensaryScoring@Illinois.gov, '**us-advidfpr@kpmg.com**' | us-advidfpr@kpmg.com

Dear Applicants,

Today, the Department of Financial and Professional Regulation (“the Department”) posted the list of results from the Qualifying Applicant Lottery (conducted on July 29, 2021), the Social Equity Justice Involved Lottery (conducted on August 5, 2021), and the Tied Applicant Lottery (conducted on August 19, 2021) as the Department’s [final administrative decision](#) regarding applications for Conditional Adult Use Dispensing Organization Licenses (“Conditional Licenses”) under Sections 15-25 through 15.35.10 of the Cannabis Regulation and Tax Act (“Act”).

The Department also posted the Official Drawing Records from the Illinois State Lottery for all three lotteries (the [Qualifying Applicant Lottery](#), the [Social Equity Justice Involved Lottery](#), and the [Tied Applicant Lottery](#)), which includes the complete list of results of the order each participant was drawn, including those participants not eligible to receive a Conditional License. The applicants that are eligible to receive a Conditional License from the lotteries can be found in the Final Administrative Decision. The Conditional Licenses to be awarded by the Department following these lotteries may be subject to change as a result of compliance issues pursuant to section 15-30(g) of the Act, court orders, or administrative review.

In addition, the Department has determined that lotteries for certain BLS regions in connection with the Qualifying Applicant Lottery did not include the correct number of qualified entries based on the application fees that applicants paid. When the Department posted the list of participants for the Qualifying Applicant Lottery, some participants erroneously received an extra entry, while some others did not receive an entry they paid for and identified on their application. No extra entry that was erroneously included in the Qualifying Applicant Lottery received a winning lottery slot.

The Department is committed to ensuring a fair process by which all applicants that were properly qualified to participate in a lottery but were erroneously excluded from that lottery receive a fair opportunity to obtain a Conditional License. Accordingly, the Department intends to conduct supplemental corrective lotteries that will address the application entries that were erroneously excluded from a lottery. More information about this process can be found on the Department’s website, available [here](#).

The Department has notified the applicants who had an entry that was erroneously excluded from the Qualifying Applicant Lottery in a separate email. The Department thanks you for your participation in this process.



IDFPR

Illinois Department of Financial and Professional Regulation

Division of Professional Regulation

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JB PRITZKER
Governor

MARIO TRETO, JR.
Acting Secretary

CECILIA ABUNDIS
Acting Director

Results of Tied Applicant Lottery for Conditional Licenses Per BLS Region

The Tied Applicant Lottery, with 17 BLS Region drawings, was conducted on August 19, 2021 for 75 Conditional Adult Use Dispensing Organization Licenses ("Conditional License"). Below are the results of the drawings for each BLS region identifying the order in which each Tied Applicant was drawn. This order determines the order in which the Department of Financial and Professional Regulation ("Department") will award the available Conditional Licenses in each BLS region.

Applicants who have the opportunity to be awarded a Conditional License in the Tied Applicant Lottery are subject to strict limitations on the number of total licenses, as mandated by Public Act 102-98. An applicant's failure to report to the Department that it has exceeded the statutory license limitations will result in the Department's refusal to issue any of the Conditional Licenses resulting from Tied Applicant Lottery.

Below are the Department's certified results of the Tied Applicant Lottery for each drawing by BLS Region. Each list identifies the applicants who have an opportunity to receive a Conditional License from that drawing. In order to receive a Conditional License, each applicant must satisfy the statutorily mandated abandonment periods and tax-compliance checks.

Those applicants who have been selected for a conditional license are subject to the statutory requirements of the principal officer and license limitations and tax compliance checks, available [here](#). If an applicant is required to abandon a license because it exceeds the license limitations, the applicant shall have five business days, from the day the results of the Tied Applicant Lottery are posted to the Department's website, to abandon, and the next drawn applicant will be notified of their opportunity to be awarded a conditional license. Additionally, if an applicant cannot prove its tax compliance within 60 days of winning a conditional license in accordance with 68 IAC 1291.95, the Department will deny issuance of the Conditional License(s) and the next drawn applicant will be notified of their eligibility to be awarded a conditional license. Therefore, the result lists below may change pending the abandonment of an applicant's conditional license and/or an applicant's failure to prove tax compliance. This means additional applicants, whose draw order followed the abandoning applicant's order, may become an awarded applicant.

The announced conditional licenses to be awarded may be subject to change as a result of court orders or administrative review.

Term	Meaning
Unique Lottery Number	The Unique Lottery Number is randomly assigned to a Unique Applicant Number. The Unique Lottery Number will be used to identify the results of the lottery drawing.

Unique Application Number	A Unique Application Number was assigned to all applications.
Applicant Name	The Applicant Name reflects the entity's name as submitted on the original application.
Order Drawn	This reflects the order in which the Unique Lottery Numbers were drawn by the Illinois State Lottery.

BLS Region #1 (Bloomington) 1 Conditional License Available

Order Drawn	Unique Lottery Number	Unique Application Number	Applicant Name
1	20	3945565	PROJECT EQUITY ILLINOIS, INC.

BLS Region #2 (Cape Girardeau) 1 Conditional License Available

Order Drawn	Unique Lottery Number	Unique Application Number	Applicant Name
1	3	3963613	BLOUNTS&MOORE

BLS Region #3 (Carbondale-Marion) 1 Conditional License available

Order Drawn	Unique Lottery Number	Unique Application Number	Applicant Name
1	19	3956504	TOFINO SHORELINE PARTNERS LLC

BLS Region #4 (Champaign-Urbana) 1 Conditional License available

Order Drawn	Unique Lottery Number	Unique Application Number	Applicant Name
1	13	3947041	FORTUNATE SON PARTNERS LLC

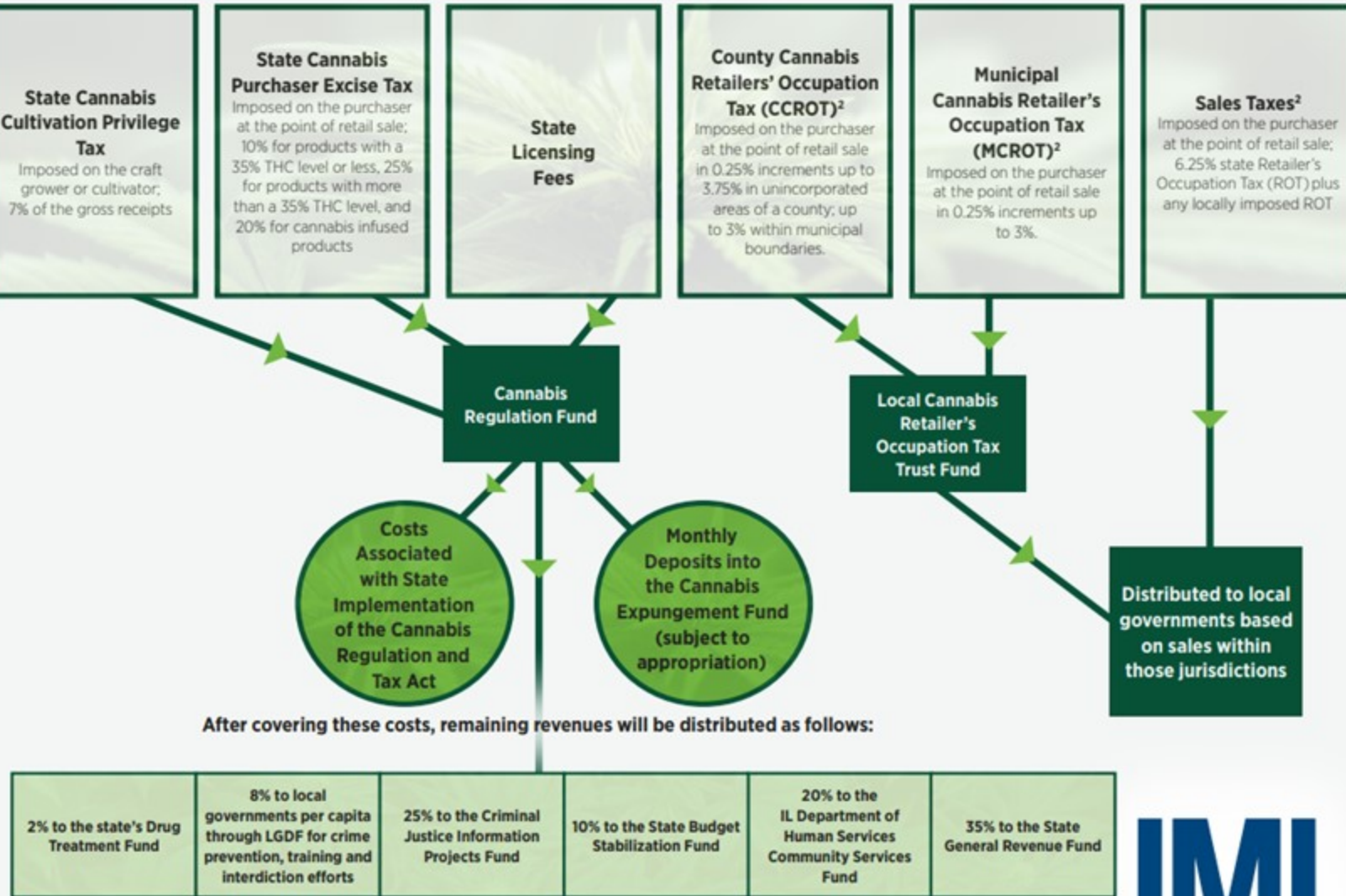
BLS Region #5 (Chicago-Naperville-Elgin) 47 Conditional Licenses Available

Order Drawn	Unique Lottery Number	Unique Application Number	Applicant Name
1	82	3963113	BOTAVI WELLNESS LLC
2	703	3953534	SO BAKED TOO LLC
3	285	3953494	G P GREEN HOUSE LLC
4	463	3951611	GREEN & WILLIAMS, LLC
5	581	3953433	ILLINOIS HEALTH & WELLNESS, LLC

6	214	3947835	EEL - ILLINOIS LLC
7	658	3947917	MINT IL, LLC
8	6	3951397	AMERICANNA DREAM LLC
9	547	3947977	GRI HOLDINGS, LLC
10	390	3952145	GREEN & FOSTER, LLC
11	783	3950911	TOFINO SHORELINE PARTNERS LLC
12	35	3962777	BLOUNTS&MOORE
13	882	3949801	WORLD OF WEED
14	875	3949801	WORLD OF WEED
15	610	3950528	KANA GROVE NORTH LLC
16	376	3950381	GREEN & CAMPBELL LLC
17	714	3948861	SUITE GREENS, LLC
18	616	3963034	KAP-JG LLC
19	516	3947522	GREEN THERAPY LLC
20	165	3950459	CESAM, LLC
21	770	3953395	THE HERBAL CARE CENTER
22	546	3947977	GRI HOLDINGS, LLC
23	877	3949801	WORLD OF WEED
24	776	3951084	THF ILLINOIS, LLC DBA: GREENLIGHT
25	234	3962625	EMERALD COAST, LLC
26	80	3963113	BOTAVI WELLNESS LLC
27	338	3951363	GREEN & BRANSFORD, LLC
28	339	3951363	GREEN & BRANSFORD, LLC
29	834	3948580	WAH GROUP, LLC D/B/A LEAFING LIFE
30	322	3951363	GREEN & BRANSFORD, LLC
31	606	3952765	ISLAND THYME, LLC
32	394	3952145	GREEN & FOSTER, LLC
33	313	3950908	GREEN & ALAMO, LLC
34	821	3952950	VILL-OPS, INC (DBA VIOLA)
35	614	3963034	KAP-JG LLC
36	632	3953497	KWB ONE LLC
37	345	3952431	GREEN & BREADLEY, LLC
38	410	3951950	GREEN & KINNICK, LLC

Cannabis Regulation and Tax Act (P.A. 101-0027¹) Tax & Fee Revenue Distribution

12/18/19



¹ As amended by P.A. 101-0593

² Locally imposed sales taxes, including the MCROT, are subject to the state's 1.5% sales tax administrative fee.





COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

November 16, 2021

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 1504 Miner Street, Case #21-048-CU-V, 1st Ward
RE: Consideration of Conditional Use and Variation for a Cannabis Dispensary

Honorable Mayor and Members of the Des Plaines City Council

The Planning and Zoning Board (PZB) met on November 9, 2021 to consider a Conditional Use under Section 12-7-3(K) of the Zoning Ordinance, as amended, to allow for a Cannabis Dispensary Use at 1504 Miner Street in the C-5, district, and variation from the requirement in Section 12-3-11 for highly transparent, non-reflectance windows on the Miner Street-facing facade.

1. The petitioner was invited to present. He began by providing an overview of the status of the state licensing process for adult use cannabis dispensaries at the moment. He confirmed that an affiliated entity, Green & Foster LLC, had been notified that they were awarded a conditional license through the Illinois Department of Financial and Professional Regulation (IDFPR) in the summer of 2021. He noted that after state-level litigation involved with releasing the licenses are resolved, he expected his operation to have the necessary license to operate at the subject property. The petitioner went on to give a slide presentation with information about his business and brand, Dispensary33. He provided details about existing operations and highlighted components of his petition. He displayed photos and reviewed the proposed floor plan. Among the photos were the proposed windows. The petitioner explained the need for variation because there is a state requirement for windows to be tinted for security reasons.
2. Community and Economic Development staff summarized the staff report and recommended two conditions. One condition requires the petitioner to revise the Site Plan to include the dimensions, striping, and designation of the required 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 requires the installation of a public sidewalk across the subject property's frontage along Wolf Road.
3. The PZB members asked about the Des Plaines Police Department comments and noted their comment (and recommended condition) that the security personnel roster for the dispensary be regularly be shared with the Police Department. Member Veremis asked about crime issues at the Dispensary33 Chicago/Andersonville location. The petitioner relayed that only one crime issue had occurred and it was related to vandalism/social unrest that affected many types of businesses. The petitioner also shared examples of community involvement and events in Andersonville.
4. Members also asked about and discussed the possibility for consumption in and around the Des Plaines Theater. The petitioner and staff clarified that public consumption of cannabis is still illegal, but possession – not consumption – of just-purchased products is possible.

5. No members of the public spoke on this petition.
6. Chairman Szabo stated his opinion that while the operator made a sound presentation, he does not support a cannabis dispensary in the subject location.
7. The PZB took a motion to recommend approval of both the requested conditional use and variation to the City Council. Three (3) members voted in support, and one (1) voted against. The following conditions were part of the motion: (i) The petitioner shall submit to the Des Plaines Police Department, however often is necessary, an updated list of security personnel with verification of all necessary firearms training; and (ii) Dispensary windows shall be the type the petitioner used as an example in their application submittal. Detailed specifications on transparency shall be included with the building permit application.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "James Szabo".

James Szabo,
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

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2. Address: 1504 Miner Street

Case Number: 21-048-CU-V
Public Hearing

The petitioner is requesting a Conditional Use from Section 12-7-3(K) of the Des Plaines Zoning Ordinance, as amended, to allow a cannabis dispensary in the C-5 zoning district, as well as a variation from the Building Design Review standards of Section 12-3-11 related to window transparency, and the approval of any other such variations, waivers, and zoning relief as may be necessary.

PIN: 09-17-415-025-0000
Petitioner: 280E LLC, 1126 Main Street, Evanston, IL 60640
Owner: Metropolitan Square Plaza, LLC 6348 N. Milwaukee Avenue, PMB 125, Chicago, IL 60645

Chairman Szabo swore in Zachary Zises, Petitioner for the property located at 1504 Miner Street. Mr. Zises stated that the licenses for the cannabis dispensary have not been received yet; they are held by the State of Illinois due to a temporary restraining order which should be resolved in the next two to six months, which gives them time to apply for permits, etc.

The Petitioner stated that they have another business in Andersonville that opened in 2015; they are design focused; State law requires tinted windows; a security guard will be on premise; they will have cameras and a security system.

Chairman Szabo asked that the Staff Report entered into record. Director Carlisle provided a summary report.

Member Veremis asked if the Police Department supported this business; has there been any criminal activity at the Andersonville location. The Petitioner stated that during the unrest in 2020 a brick was thrown through a window and on another occasion three people entered the building and the alarm system scared them away.

Member Veremis stated that Des Plaines Theater goers are likely to purchase cannabis products. The Petitioner stated that consumption is not allowed in a public place or in the theater; product is allowed to be kept on their person.

Chairman Szabo stated that this is a sound operation, but in his opinion, not the ideal location. The Petitioner stated that the State of Illinois is restrictive and the City's Ordinance only allows a cannabis dispensary in certain locations. In addition, any building that a dispensary is located must not have a mortgage on it, which makes location even more restrictive.

Chairman Szabo asked if there were any questions or comments from the audience.

Issue: The petitioner is requesting a conditional use under Section 12-7-3(K) of the Zoning Ordinance to allow an adult use (recreational) retail cannabis dispensary in the C-5 zoning district. The petitioner is also requesting variations from the window transparency rules of Section 12-3-11 (Building Design Review).

Case 21-031-V
Case 21-048-CU

290 N. Eighth Avenue
1504 Miner Street

Variation
Conditional Use/Var

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Address: 1504 Miner Street
Petitioner: 280E, LLC (dba Dispensary33, owned by Zachary Zises, et al)
Owner: Metropolitan Square Plaza, LLC

Case Number: 21-048-CU-V
Real Estate Index #: 09-17-415-025-0000

Ward: #1, Alderman Mark Lysakowski

Existing Zoning: C-5, Central Business District

Existing Land Use: Vacant; former Leona's restaurant

Surrounding Zoning: Northeast: C-5, Central Business District
Northwest: C-5, Central Business District
Southeast: C-5, Central Business District
Southwest: C-5, Central Business District

Surrounding Land Use: Northeast: Mixed-use residential/commercial building (Metropolitan Square)
Northwest: Restaurant (Sugar Bowl) and Metropolitan Square parking garage
Southeast: Martial arts academy (educational studio), various retail and service
Southwest: Public transportation station: Metra commuter rail and Pace bus

Street Information: Miner Street is classified as an arterial, and Metropolitan Way is a local street. The segment of Miner Street is under Illinois Department of Transportation (IDOT) jurisdiction and has an average traffic count of approximately 16,000 vehicles per day.

Comprehensive Plan: The Comprehensive Plan illustrates this site as "higher density urban mix with residential."

Background and Project: The petitioner is 280E, LLC, and would operate under the brand Dispensary33 (D33 Mgmt, LLC), which is owned by Bryan, Kristie, and Zachary Zises, as well as Paul Lee. They are proposing leasing 1504 Miner Street, a single-story brick building at the corner of Miner and Metropolitan Way, for an adult-use (recreational, non-medical) retail cannabis dispensary. The space has been vacant since late 2017, when the former Leona's restaurant closed. Legal retail sales of adult-use cannabis products began in Illinois on January 1, 2020, enacted by the state Cannabis Regulation and Tax Act of 2019. Dispensary33 was one of

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the first adult-use retailers to be open in Illinois at their location in the Andersonville neighborhood of Chicago. They have since opened a second location in the West Loop neighborhood of Chicago and are pursuing a location in Wicker Park concurrent to their application in Des Plaines.

The City of Des Plaines amended its Zoning Ordinance twice related to cannabis business establishments (an umbrella term that encompasses retail dispensaries and cannabis supply-chain businesses). The first amendments were in late 2019, and the second were in August 2021. Prior to August 2021, cannabis dispensaries were not possible in the C-5 Central Business District/downtown Des Plaines, but Ordinance Z-42-21 established them as a conditional use. All cannabis businesses establishments in Des Plaines are prohibited from locating within 500 feet of a pre-existing school, place of worship, or commercially zoned child care center. The subject property is more than 500 feet from the zoning lot lines of these types of uses. The nearest all are south of the railroad tracks: First United Methodist Church at 668 Graceland, St. Mary Catholic School and Parish at 801 Center Street and 794 Pearson Street, and the Central School building and playground/ballfields at 1526 E. Thacker Street (measuring from the north frontage on Prairie Avenue). All are approximately 900 feet from the subject property.

All cannabis business establishments are also subject to the Use Standards of Section 12-8-13 of the Zoning Ordinance. These address requirements and limitations related to signage, lighting, hours of operation (limited to 10 a.m. through 8 p.m.), prohibition of on-site consumption and delivery to consumers, seismic and sonic detectors, consent to odor inspection, and full compliance with state regulations, which may change from time to time.

As the petitioner states in their project narrative, Green & Foster, LLC, is one of the partners in the endeavor. This entity was notified that it was a state conditional license lottery winner¹ in summer 2021. Green & Foster

¹ All adult-use retail cannabis dispensaries must be licensed by the State of Illinois, which controls the overall number and distribution across the state of issued licenses. The Department of Financial and Professional Regulation (IDFPR) issues conditional licenses through a lottery system. Once entities have finalized a location and fulfilled all state operational and inspection requirements, the dispensary is given a full license to operate.

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is a “social equity²” candidate. The state gives priority to social equity candidates in lotteries for conditional licenses.

Retail cannabis is not only a growing sector of brick-and-mortar retail but also a source of a unique potential local revenue. The City can collect a three percent³ Municipal Cannabis Retailers’ Occupation Tax on the gross retail sales of all adult-use cannabis. Further, the City is entitled to one percent home-rule retail sales tax, which leads to approximately four percent in total tax revenue on gross sales. In their project narrative, the petitioner projects by late 2022 the average sales for a dispensary in Illinois will be \$500,000 per month, or \$6 million per year. Sales volume varies based on location, size of store, and other factors. Research from various cannabis business sources reveals a range of national average annual sales between \$974⁴-\$1,773⁵ per square foot. Using the petitioner’s estimate, the City could collect an estimated \$200,000-250,000 per year in combined cannabis and home-rule retail sales taxes from this single business. Des Plaines does not currently have a cannabis dispensary.

The subject property is 5,428 square feet. The site and floor plans indicate a total proposed building area of 4,180 square feet. It appears the dispensary proposes to remove the rear cooler (approximately 300 square feet) to better accommodate parking spaces adjacent to the alley. There is downstairs storage area planned to complement the upstairs sales, employee, and storage areas.

The parking requirement for cannabis dispensaries in Section 12-9-7 of the Zoning Ordinance has three different ratios based on components of the floor plan: one space for every 200 square feet of gross floor area with public access plus one space for every 250 square feet of gross floor area dedicated to office uses, plus one space for every 1,500 square feet of gross floor area dedicated to ancillary uses. As with all uses, the definition of “floor area” in Section 12-13-3 allows certain spaces such as

² Social Equity Applicant Criteria (2021). Illinois Department of Commerce and Economic Opportunity. Accessed 30 October 2021 at <https://www2.illinois.gov/dceo/CannabisEquity/Pages/SocialEquityApplicantCriteria-.aspx>.

³ The state collects the tax on behalf of the municipality and then remits it back. The state retains a small amount as an administrative fee.

⁴ McVey, E. (2021). “Chart of the Week: Cannabis Retailers Excel in Key Revenue Metric.” MJBizDaily. Accessed at <https://mjbizdaily.com/chart-of-the-week-cannabis-retailers-excel-in-key-revenue-metric/>.

⁵ Evans, M (2019, January 10). “This is how much the average dispensary makes a month.” CannaSOS. Accessed at <https://cannasos.com/news/business/this-is-how-much-the-average-dispensary-makes-a-month>.

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restrooms, mechanical rooms, hallways, and up to 10 percent of storage areas to be excluded. Further, because the subject property is in the C-5 district, Section 12-7-3.H.6. allows the first 2,500 square feet to be exempt. Given the order of the floor plan components in the parking requirement – first public access, then office, then ancillary – the unexcluded space falls under “ancillary use” and is subject to a ratio of one space per 1,500 square feet. Therefore, the minimum parking requirement is two off-street spaces.

The petitioner is proposing three off-street spaces, all in the rear, which would comply. One of the spaces is reserved as an accessible space. In addition to the required off-street parking, there is immediately adjacent angle parking on the east side of Metropolitan Way, just west of the building. These 10 spaces, one of which is an accessible space, are limited to 90 minutes and are likely to be helpful in accommodating the use, although other businesses in the area also rely on these spaces. Regardless, an overall parking shortage is not anticipated, especially with the Metropolitan Square garage and additional on-street parking within a short walk of the subject property. Finally, the petitioner reasonably projects that given their location some customers will arrive via public transportation.

The petitioner will reserve one parking space for deliveries. The delivery plan in the project narrative specifies the frequency of daily deliveries (likely two to three times per day) in Ford Transit Connect or Sprinter vans. The state requires that deliveries be conducted by a licensed transporter and that a security guard be present.

The project narrative and the renderings of existing Dispensary33 locations indicate that façade alterations will be necessary on the Miner side. These alterations make the project subject to the Building Design Review requirements of Section 12-3-11. Specifically Sub-section D.1.a.1. requires “highly transparent, nonreflectance windows.” The petitioner cites a state requirement that dispensaries must maintain a window tint, which would make the storefront windows only partially instead of highly transparent. See the Project Narrative for an example from the Dispensary33 West Loop store. Therefore, the petitioner is seeking a variation from this requirement.

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Alignment with the Comprehensive Plan

The following is a discussion of how the use aligns with the various goals and objectives of the 2019 Comprehensive Plan:

- **Future Land Use Plan:**

- This property is illustrated as higher density urban mix with residential. This category was used throughout downtown Des Plaines to signal support for adding residential units wherever a proposal was made to do so. While the petitioner's proposal retains the building as single-use commercial, in broad terms, a retail cannabis dispensary is compatible with an "urban mix," as envisioned for downtown.

- **Downtown Des Plaines:**

- Returning the vacant space to active use, with the attendant façade improvements, will improve the streetscape, as called for in this chapter.
- The chapter calls for creating "a restaurant cluster on Miner Street next to the Des Plaines Theatre." On one hand, by approving this conditional use, the City would be allowing a former restaurant space to convert a non-restaurant space. On the other hand, it may not be practical for every space in the blocks adjacent to the theatre to be a restaurant. The additional foot traffic from a successful retail business such as a cannabis dispensary may, like additional theatre show-goers, support the existing restaurants and attract others to the strip.

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, the PZB may use following comments, or may state their own, as rationale (findings of fact) for recommended approval or denial of the conditional use:

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

Comment: As of August 2021, cannabis dispensary is now a conditional use in the C-5 district.

2. **The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:**

Comment: While not perfectly aligned, allowing the cannabis dispensary in the proposed location may support and complement the type of development (high-density urban mix) and uses (restaurant) desired broadly for the area.

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: Through their lighting, refuse, and security plan, as well as their "no loitering" policy and online pick-up program, the petitioner's business is likely to mitigate the types of concerns neighbors may have about a nearby cannabis dispensary.

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

Comment: The dispensary seems to have designed a use that will not lead to outdoor queueing and loitering. On-site consumption is not permitted, and the many other Use Standards of Section 12-8-13 of the Zoning Ordinance should be effective at minimizing neighbor impacts.

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

Comment: The use would not be enlarging the space through a large construction project; it is a simple commercial move-in. Public infrastructure is largely unaffected, and the existing parking in the vicinity is likely to be an adequate complement to the on-site parking spaces, which will meet the parking minimum requirement. Finally, the Des Plaines Police Department was offered the opportunity to comment and does not feel the use in this location would present a service demand on the department. Police did comment that the dispensary should, however often is necessary, maintain a list of its security personnel and share it with the department for the purposes of tracking personnel who are likely to be armed, which the security for the dispensary are likely to be. This comment is captured in recommended conditions.

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: On the contrary, the use is likely to be an economic benefit for the community, creating new revenue while not requiring additional resources to provide 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:

Comment: The proposed dispensary use is likely to comply with the Use Standards of Section 12-8-13 of the Zoning Ordinance, and these standards are designed to address all of the possible concerns listed in this standard.

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 is quite accessible, and both roadways and adjacent off and on-street parking have capacity to serve the proposed use as necessary.

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 use would restore a fairly attractive single-story building that is currently in minor disrepair because of its vacancy.

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

Comment: As stated earlier, the dispensary must comply with the Use Standards of Section 12-8-13.

Variation Findings: Variation requests are subject to the standards set forth in Section 12-3-6(H) of the Zoning Ordinance. In reviewing these standards, the PZB may use following comments, or may state their own, as rationale (findings of fact) for recommended approval or denial of the variation:

- 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: State regulations dictate the dispensary may not use the type of highly transparent window required by the rules.

- 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 along what is perhaps the most visible and important pedestrian-oriented corridor in Des Plaines: Miner Street, close to the theatre.

- 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 petitioner did not create the state regulation that they are subject to.

- 4. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision.**

Comment: The Building Design Review rules and state cannabis dispensary requirements are inherently in conflict. Strict adherence to the Building Design Review rules would make the location of any dispensary very difficult.

- 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.**

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Comment: Other uses that are bound by requirements to tint their windows could approach the City with the same request and it would be reasonable.

- 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: Approval of this variation would lead to one storefront along the Miner Street corridor that has a non-traditional storefront window set. However, most storefronts will still be the highly transparent type that is desirable for the corridor. By requiring a variation in this case, the City is ensuring that the type of windows proposed by the petitioner are the exception not the rule.

- 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: To operate the petitioner will need to comply with state regulations and provide a degree of tint to the windows. They cannot avoid the state regulation.

- 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 petitioner is proposing partial transparency, so the windows used will have at least some (not all) of the desired effect and character of storefront windows in the Miner Street corridor.

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 and variation for a cannabis dispensary at 1504 Miner Street. 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 standards 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. The petitioner shall submit to the Des Plaines Police Department, however often is necessary, an updated list of security personnel with verification of all necessary firearms training.
2. Dispensary windows shall be the type the petitioner used as an example in their application submittal. Detailed specifications on transparency shall be included with the building permit application.

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A motion was made by Board Member Catalano, seconded by Board Member Fowler, for to recommend approval of request for a Conditional Use from Section 12-7-3(K) of the Des Plaines Zoning Ordinance, as amended, to allow a cannabis dispensary in the C-5 zoning district, as well as a variation from the Building Design Review standards of Section 12-3-11 related to window transparency, and the approval of any other such variations, waivers, and zoning relief as may be necessary at 1504 Miner Street.

AYES: Catalano, Fowler, Veremis

NAYES: Szabo

ABSTAIN: None

*****MOTION CARRIED *****

ADJOURNMENT

The November 23, 2021 meeting will be canceled. The next scheduled Planning & Zoning Board meeting is Tuesday, December 14, 2021.

Chairman Szabo adjourned the meeting by voice vote at 8:27 p.m.

Sincerely,

Nancy Peterson, Recording Secretary

cc: City Officials, Aldermen, Zoning Board of Appeals, Petitioners

CITY OF DES PLAINES

ORDINANCE Z - 57 - 21

**AN ORDINANCE GRANTING A CONDITIONAL USE
PERMIT AND MAJOR VARIATION FOR A CANNABIS
DISPENSARY AT 1504 MINER STREET, DES PLAINES,
ILLINOIS.**

WHEREAS, Metropolitan Square Plaza, LLC, an Illinois limited liability company (“*Owner*”), is the owner of the property commonly known as 1504 Miner Street, Des Plaines, Illinois (“*Subject Property*”); and

WHEREAS, the Subject Property is located in the C-5 Central Business District of the City (“*C-5 District*”); and

WHEREAS, the Subject Property is improved with one-story building (“*Building*”) with facades facing Miner Street (“*Miner Street Façade*”) and Metropolitan Way; and

WHEREAS, 280E, LLC, an Illinois limited liability company (“*Petitioner*”), desires to renovate the interior of the Building, alter the Miner Street Façade; and operate a cannabis dispensary on the Subject Property (“*Cannabis Dispensary*”); and

WHEREAS, the Petitioner proposes that D33 Mgmt, LLC, an Illinois limited liability company (“*Operator*”), will manage and operate the Cannabis Dispensary; 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 cannabis dispensary is permitted in the C-5 District only with a conditional use permit; and

WHEREAS, pursuant to Section 12-3-11.C.2. the Miner Street Façade, as proposed by the Petitioner, is subject to the Building Design Review requirements set forth in Section 12-3-11 of the Zoning Ordinance; and

WHEREAS, Section 12-3-11.D.1.a of the Zoning Ordinance defines “transparency” to mean “the measurement of the percentage of a building façade that has highly transparent, nonreflectance windows”; and

WHEREAS, Section 12-3-11.D.1.b of the Zoning Ordinance sets forth a minimum transparency percentage and limitations on blank walls for a street-facing building façade; and

WHEREAS, in order to comply with State licensing requirements for cannabis dispensaries, the Petitioner proposes to install film on the Miner Street Façade windows that will render the windows only partially transparent; and

WHEREAS, the Petitioner, with the consent of the Owner and the Operator, 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 the operation of a cannabis dispensary on the Subject Property ("**Conditional Use Permit**"), in accordance with Sections 12-7-3.H.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 partially transparent, reflectance windows on the Miner Street Facade to satisfy the blank wall limitations, in accordance with Section 12-3-6 of the Zoning Ordinance ("**Variation**") (collectively, the Conditional Use Permit and the Variation are the "**Requested Relief**"); 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 November 9, 2021 pursuant to notice published in the *Des Plaines Journal* on October 20, 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 and Section 12-3-6 of the Zoning Ordinance, the PZB filed a written report with the City Council on November 16, 2021, summarizing the testimony and evidence presented in the public hearing, and stating the PZB's vote of three in favor of recommending approval and one against recommending approval for the Requested Relief 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 Requested Relief; 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 November 23, 2021, including the attachments and exhibits thereto, and has determined that it is in the best interest of the City and the public to grant the Petitioner's application in accordance with the provisions of this Ordinance;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this Ordinance.

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

LOT 62, (EXCEPT THE SOUTHEASTERLY 32.1 FEET MEASURED ALONG THE NORTHEASTERLY LINE OF MINER STREET), AND PART OF LOT 63, (EXCEPT THE NORTHERLY 8 FEET OF SAID LOTS TAKEN FOR ALLEY), WHICH LIES SOUTHEASTERLY OF A LINE, DRAWING FROM A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 63, WHICH IS 20.21 FEET NORTHWESTERLY FROM THE SOUTHWESTERLY CORNER, TO A POINT IN THE SOUTHWESTERLY LINE OF THE ALLEY, WHICH IS 20.3 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF THE SAID LOT, (MEASURED ALONG THE WESTERLY LINE OF THE SAID ALLEY), IN ORIGINAL TOWN OF RAND, IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 09-17-415-025-0000

Commonly known as: 1504 Miner Street, 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 the cannabis dispensary 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 Owner, the Petitioner, and the Operator 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 Owner, the Petitioner, and the Operator must comply with the following plans as may be amended to comply with Section 5.C of this Ordinance:

1. That certain “Proposed Window Style” depicted in photos submitted by Petitioner, attached to and, by this reference, made a part of this Ordinance as **Exhibit A**; and

2. That certain “Site Plan,” dated September 24, 2021, prepared by Steep Architecture Studio, attached to and, by this reference, made a part of this Ordinance as **Exhibit B**; and

3. That certain “Floor Plan,” dated September 24, 2021, prepared by Steep Architecture Studio, attached to and, by this reference, made a part of this Ordinance as, **Exhibit C**; and

4. That certain “Proposed Miner Street Elevation,” dated September 24, 2021, prepared by Steep Architecture Studio, 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. The Petitioner shall submit to the Des Plaines Police Department, at the frequency determined by the Police Department, an updated and detailed list of security personnel.

2. The Subject Property's windows must have substantially the same appearance as described in the Window Appearance Exhibit, consisting of two (2) pages, submitted by the Petitioner, prepared by Avery Dennison Graphics Solutions, and dated November 22, 2021, a copy of which is attached to and, by this reference made a part of, this Ordinance as **Exhibit E** ("**Window Appearance Exhibit**"). The Petitioner must submit detailed specifications on transparency with the building permit application.

3. No temporary certificate of occupancy or certificate of occupancy will be issued for the Subject Property unless and until the Petitioner has provided proof that the Illinois Department of Financial and Professional Regulation has issued a license to operate a cannabis dispensing organization on the Subject Premises.

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 Owner, the Petitioner, and the Operator, and their respective 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 Owner, the Petitioner, or the Operator 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 the Conditional Use Permit and the Variation, 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 Owner and the Petitioner acknowledge that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section, and agree not to challenge any such revocation on the grounds of any procedural infirmity

or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Owner and 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 Owner, the Petitioner, and the Operator 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 their respective 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 Owner, the Petitioner, and the Operator do 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.

[SIGNATURE PAGE TO FOLLOW]

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.

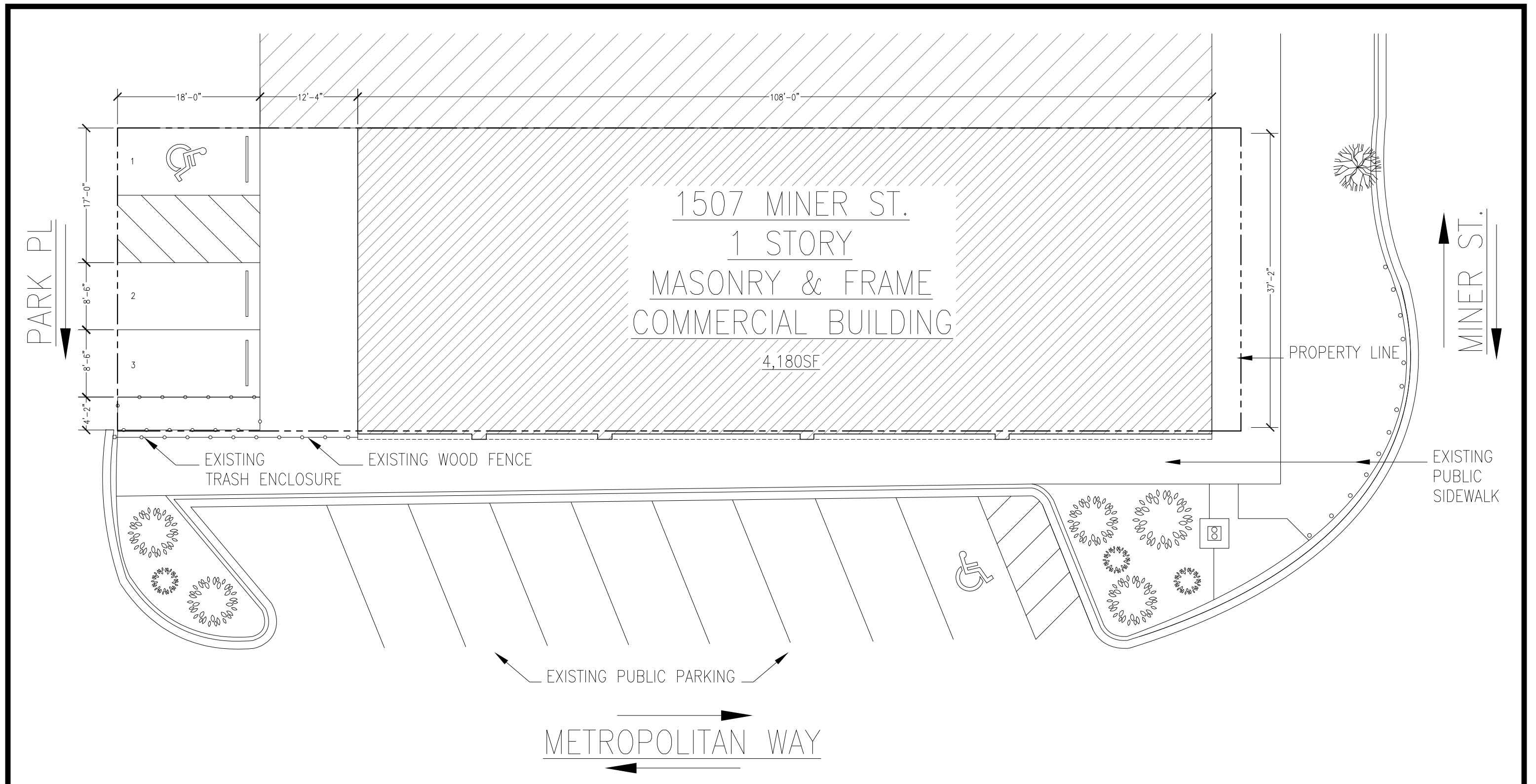
Approved as to form:



CITY CLERK

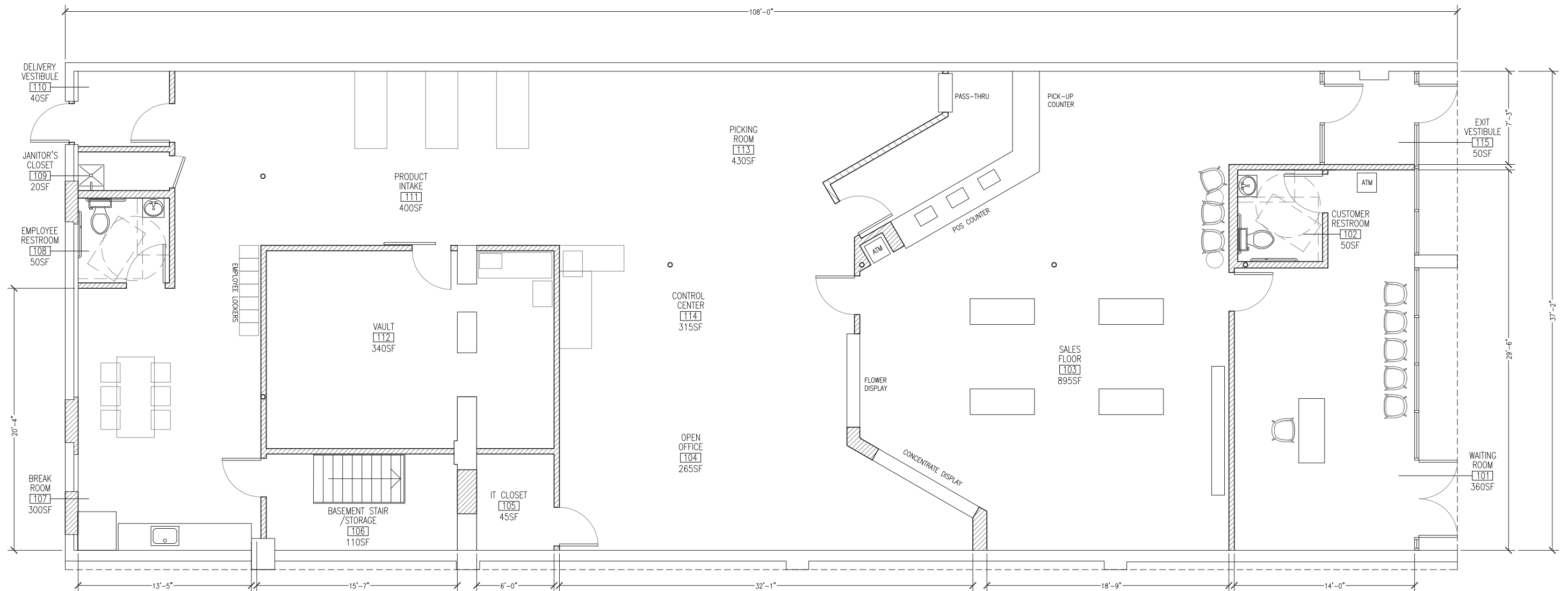
Peter M. Friedman, General Counsel

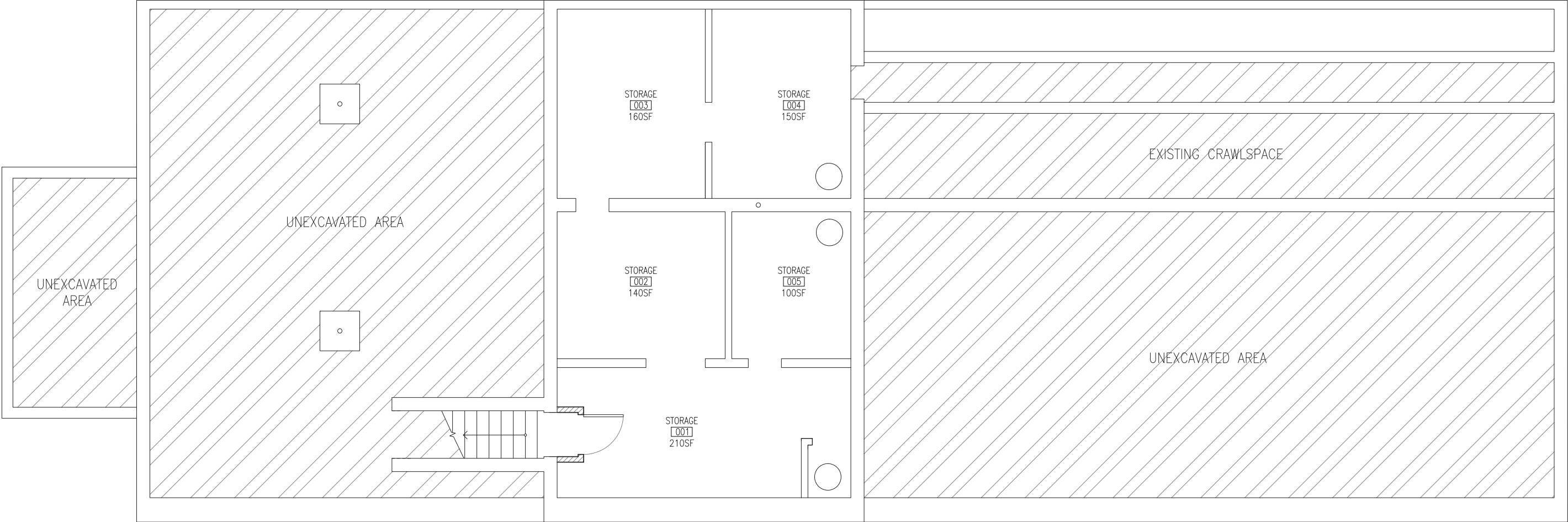
DP-Ordinance Approving a Conditional Use Permit and Variation at 1504 Miner Street for a Cannabis Dispensary

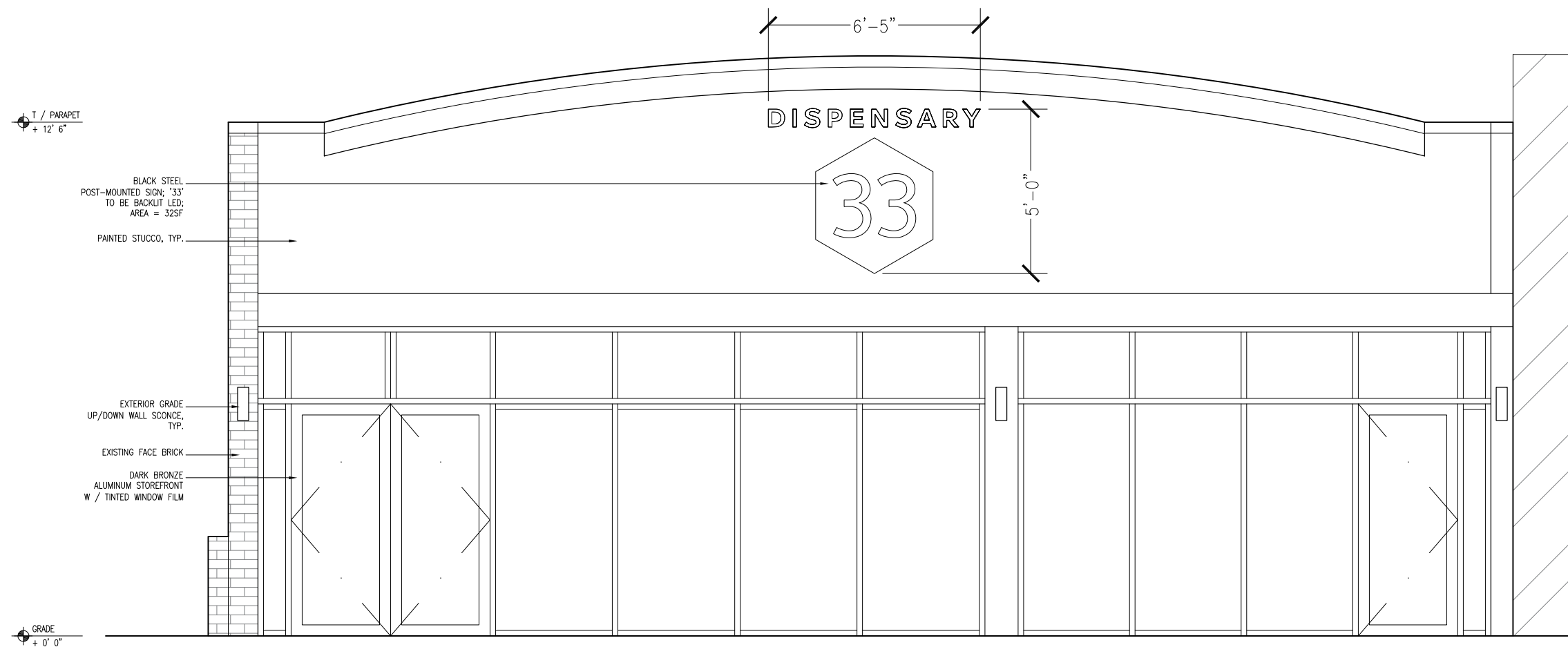




 steep architecture studio	dispensary 33 1504 miner st. des plaines, il 60016	issue : issue for zoning	date : 09/24/2021	site plan scale : 1/16" = 1'-0" 
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Product Data Sheet

Avery Dennison® Frosted Glass Window Film

Issued: 02/2020

Introduction

Avery Dennison Frosted Glass Window Film is suitable for decorative and functional graphics on glass windows and screens, doors and mirrors. Avery Dennison Frosted Glass Window Film is especially developed for computer-aided signmaking systems and has a frosted glass appearance. Avery Dennison Frosted Glass Window Film is a quality cast film offering an indoor durability of up to 15 years.

Conversion

Avery Dennison Frosted Glass Film has been especially developed for conversion on a wide range of computerised signmaking equipment.

Printability

Avery Dennison frosted Glass Window Film is a good candidate for screen and digital printing. However a print test prior to application is strongly recommended.



Face Film

80 micron cast film with frosted glass appearance



Adhesive

permanent, acrylic based



Backing paper

one side coated bleached kraft paper, 135 g/m²



Durability

Up to 7 years outdoors (vertical exposure)



Shelf life

2 years
stored at 22°C/ 50% RH

Recommendations for use

The Avery Dennison Frosted Glass Window Film is specially developed to create the image of frosted decorations on glass, as well as functional and manifestation graphics. Avery Dennison Frosted Glass Window Film can be applied on flat surfaces, and is best used on transparent surfaces like glass, acrylic sheets and polycarbonate materials.

- Flat surfaces only
- High tack application tape
- Application to a substrate with the wet method will facilitate positioning
- Addition of 0,5 % of neutral detergent to water will give you the right application fluid
- Water to be removed with a squeegee and firm hand pressure
- Allow the adhesive to build up sufficient adhesion level (this may take 15-45 minutes!) before application tape removal

Features

- Durability: 15 years (indoor) / 7 years (outdoor)
- Brilliant visual frosted effect
- Excellent dimensional stability and layflatness during use and application
- New liner imprint design with square pattern to support manual conversion
- Easy cutting and weeding
- Excellent conversion properties on computerised signmaking
- Excellent adhesion
- Product width: 1.23m

Physical Characteristics

Features	Test method ¹	Results
Caliper, facefilm	ISO 534	80 micron
Caliper, facefilm + adhesive	ISO 534	115 micron
Gloss	ISO 2813, 20°	15%
Dimensional stability	DIN 30646	0,20 mm. max
Tensile strength	DIN 53445	1 kN/m
Elongation at break	DIN 53445	25%
Adhesion, initial	FINAT FTM-1, stainless steel	400 N/m
Adhesion, ultimate	FINAT FTM-1, stainless steel	480 N/m
	Glass	500 N/m
	PMMA/Polycarbonate	640 N/m
Flammability		Self-extinguishing
Shelf life	Stored at 22°C/50%RH	2 years
Durability ²	Vertical exposure	Indoor: 15 years Outdoor: 7 years
Temperature range		
Application temperature		Minimum +10°C
Temperature range		-40°C to +90°C
Chemical resistance		
Humidity resistance	200 hours exposure	No effect
Water resistance	24 hours immersion	No effect
Detergent (1% solution)	24 hours immersion	No effect
Detergent solution 65°C	8 hours immersion	No effect
Isopropyl Alcohol / Water (20/80)	10 minutes immersion	No effect

1) Test methods: More information about our test methods can be found on our website.

2) Durability: durability is based on middle European exposure conditions. Actual performance life will depend on substrate preparation, exposure conditions and maintenance of the marking. For instance, in the case of signs facing south; in areas of long high temperature exposure such as southern European countries; in industrially polluted areas or high altitudes, exterior performance will be decreased.

Important notice Information on physical and chemical characteristics and values in this document are based upon tests we believe to be reliable and do not constitute a warranty. They are intended only as a source of information and are given without guarantee and do not constitute a warranty. Purchasers should independently determine, prior to use, the suitability of this material to their specific use.

All technical data are subject to change. In case of any ambiguities or differences between the English and foreign versions of this document, the English version shall be prevailing and leading.

Disclaimer and warranty Avery Dennison warrants that its Products meet its specifications. Avery Dennison gives no other express or implied guarantees or warranties with respect to the Products, including, but not limited to, any implied warranties of merchantability, fitness for any particular use and/or non infringement. All Avery Dennison products are sold with the understanding that the purchaser has independently determined the suitability of such products for its purposes. The period of warranty is one (1) year from the date of shipment unless expressly provided otherwise in the product data sheet. All Avery Dennison's products are sold subject to Avery Dennison's general terms and conditions of sale, see <http://terms.europe.averydennison.com>. Avery Dennison's aggregate liability to Purchaser, whether for negligence, breach of contract, misrepresentation or otherwise, shall in no circumstances exceed the price of the defective, non-conforming, damaged or undelivered Products which give rise to such liability as determined by net price invoices to Purchaser in respect of any occurrence or series of occurrences. In no circumstances shall Avery Dennison be liable to Purchaser for any indirect, incidental or consequential loss, damage or injury, including without limitation, loss of anticipated profits, goodwill, reputation, or losses or expenses resulting from third party claims.

EXHIBIT F

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, 280E, LLC ("*Petitioner*") applied to the City of Des Plaines for (i) a conditional use permit to allow a cannabis dispensary use on the Subject Property ("*Conditional Use Permit*"), in accordance with Section 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 partially transparent, reflective windows to satisfy the blank wall limitations ("*Variation*"); and

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

WHEREAS, the cannabis dispensary will be operated by D33 LLC ("*Operator*"); and

WHEREAS, Ordinance No. Z-57-21 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 Owner, the Petitioner, and the Operator desire 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 their consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

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

1. The Owner, the Petitioner, and the Operator hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-57-21, adopted by the City Council on _____, 2021.
2. The Owner, the Petitioner, and the Operator 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 the Owner, the Petitioner, and the Operator against damage or injury of any kind and at any time.
3. The Owner, the Petitioner, and the Operator 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.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

By: _____

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

Notary Public

ATTEST:

By: _____

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

Notary Public

ATTEST:

By: _____

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

Notary Public

280E LLC

By: Zachary Zises _____

Its: _____

METROPOLITAN SQUARE LLC

By: _____

Its: _____

D33 LLC

By: _____

Its: _____