



CITY COUNCIL AGENDA

Monday, July 18, 2022
Regular Session – 7:00 p.m.
Room 102

CALL TO ORDER

REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

(matters not on the agenda)

ALDERMEN ANNOUNCEMENTS/COMMENTS

MAYORAL ANNOUNCEMENTS/COMMENTS

Motion to Extend Declaration of Civil Emergency

CITY CLERK ANNOUNCEMENTS/COMMENTS

MANAGER'S REPORT

CITY ATTORNEY/GENERAL COUNSEL REPORT

CONSENT AGENDA

1. **FIRST READING ORDINANCE M-21-22:** Approving a New Class G (Banquet Hall, On-Site Consumption Only) Liquor License for Lamassu Palace Co., 1730 S. Elmhurst Road
2. **RESOLUTION R-120-22:** Approving Change Order No. 1 to Standard Equipment Company in the Amount of \$5,300.00. Budgeted Funds – Water/Sewer – Equipment Replacement/Vehicles.
3. **RESOLUTION R-121-22:** Approving Additional Funding for Gasoline and Diesel Fuels in the Total Amount of \$137,500. Budgeted Funds – General and Water Funds Contingency.
4. **RESOLUTION R-122-22:** Approving Task Order No. 13 with Argon Electric Company, Buffalo Grove, Illinois in the Amount of \$30,758. Budgeted Funds – Water/Sewer CIP.
5. **RESOLUTION R-124-22:** Approving Change Order No. 1 to the 2022 Contract with H. R. Green, Inc. for Plan Review and Building Inspection Services for a Total Contract Amount of \$115,000
6. **RESOLUTION R-125-22:** Waiving Bidding Requirements and Approving the Barracuda Microsoft Office 365 E-mail Protection Premium Plus Program with SpeedLink, New Port Richey, FL in the Amount of \$36,950. Budgeted Funds – IT/R&M Software.
7. **RESOLUTION R-126-22:** Awarding the Bid for Fire Station #61 Interior Renovations to Manusos General Contracting, Inc. in the Amount of \$1,410,841. Budgeted Funds – Facilities Replacement.
8. **RESOLUTION R-127-22:** Waiving the Competitive Bidding Process and Approving the Rental Agreement Contract Proposal with Satellite Shelters, Inc., in the Amount of \$46,064.16. Budgeted Funds – Facilities Replacement.
9. **SECOND READING – ORDINANCE Z-19-22:** Amending the Text of the Zoning Code Ordinance of the City of Des Plaines Regarding Leasing of Moving Vehicles
10. Minutes/Regular Meeting – July 5, 2022

UNFINISHED BUSINESS

n/a

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
 - a. Warrant Register in the Amount of \$4,291,374.81 – **RESOLUTION R-128-22**

2. **COMMUNITY DEVELOPMENT** – Alderman Malcolm Chester, Chair
 - a. Consideration of Text Amendments to the Zoning Code Regarding Residential Walkways, Residential Driveways, and Patios – **FIRST READING – ORDINANCE Z-20-22**
 - b. Consideration of a Zoning Text Amendment Regarding Cannabis Infusing in the M-1 Zoning District – **FIRST READING – ORDINANCE Z-21-22**
 - c. Consideration of a Conditional Use Permit for a Cannabis Infusing Business for the Property Located at 1245 Forest Avenue – **FIRST READING – ORDINANCE Z-22-22**
 - d. Consideration of a Zoning Map Amendment to Rezone 622 Graceland, 1332 Webford, and 1368 Webford from a C-3, General Commercial District to a C-5, Central Business District Use for a Proposed Mixed-Use Residential, Commercial, and Parking Development – **FIRST READING – ORDINANCE Z-23-22**
 - e. Consideration to Enter into a Purchase and Sale Agreement for 1332 Webford Avenue – **FIRST READING – ORDINANCE M-22-22**

3. **PUBLIC SAFETY** – Alderman Sean Oskerka, Chair
 - a. Consideration of Amendments to Chapter III and the Addition of Chapter IIIA to the Rules and Regulations of the Board of Fire & Police Commissioners Regarding the Lateral Entry Process for Police Officers – **RESOLUTION R-129-22**

OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER

ADJOURNMENT

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

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



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: June 29, 2022
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:

Lamassu Palace Co
1730 S Elmhurst Rd
Class G – Banquet Hall (on-site consumption only)
- New Increase from 3 to 4

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed July 12, 2022 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Monday, July 18, 2022.

A handwritten signature in blue ink, appearing to read 'Andrew Goczkowski', is written over a light blue horizontal line.

Andrew Goczkowski
Mayor
Local Liquor Commissioner

Attachments: Application Packet
Ordinance M-21-22

Amended 1st Page



LOCAL LIQUOR COMMISSIONER

RECEIVED
JAN 12 2022

202 Miner Street
Des Plaines, IL 60016
Tel: 847.391.5301

W: desplaines.org

BUILDING DEPT.

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: LAMASSU PALACE CO
Address: 1730 S. ELMHURST Rd. Des Plaines IL Zip: 60018
Mailing Address: 1730 S. Elmhurst Rd. Des Plaines Dept: _____
City: Des Plaines St: IL Zip: 60018
Email: SARGONMando@gmail.com Phone#: 847-875-5014
Day/Hours of Operations: Monday: 6AM-1AM Tuesday: 6AM-1AM Wednesday: 10AM-1AM
Thursday: 6AM-1AM Friday: 6AM-2AM Saturday: 10AM-2AM Sunday: 10:30AM-1AM

CLASSIFICATION

- | | |
|---|---|
| <input type="checkbox"/> A TAVERN— seats 250 or less | <input checked="" 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 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: SARGON Mando
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 *S.M.* 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.

S.M. 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.

S.M. 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.

S.M. INITIALS

S.M.
Signature of Owner

SARGON Mando
Print Name

SUBSCRIBED and SWORN to before me this
20th day of December, 2021.

Victoria M Baumann
NOTARY PUBLIC (STAMP SEAL BELOW)



FORM BCA 2.10
ARTICLES OF INCORPORATION
 Business Corporation Act

Filing Fee: \$150

File #: 73091942

Approved By: MJE

FILED
DEC 24 2020
Jesse White
Secretary of State

1. Corporate Name: LAMASSU PALACE CO.

2. Initial Registered Agent: MARC SARGIS
First Name Middle Initial Last Name

Initial Registered Office: 7366 N LINCOLN AVE STE 408
Number Street Suite No.

LINCOLNWOOD IL 60712-1741 COOK
City ZIP Code County

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

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	10000	1000	\$ 1000

NAME & ADDRESS OF INCORPORATOR

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

Dated DECEMBER 24, 2020 1730 S ELMHURST RD
Month & Day Year Street

SARGON MANDO DES PLAINES IL 60016
Name City/Town State ZIP Code

This document was generated electronically at www.cyberdriveillinois.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2022

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

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

PRODUCER Sandra Cavoto Insurance Agency Inc 6118 W 63rd Street Chicago, IL 60638	(773)586-4500 (773)586-4698	CONTACT NAME: Sandra Cavoto PHONE (A/C, No, Ext): (773)586-4500 E-MAIL ADDRESS: certificates@cavotoinsurance.com	FAX (A/C, No): (773)586-4698
INSURED Lamassu Palace Co Sargon Mando 1730 Elmhurst Road Des Plaines, IL 60018		INSURER(S) AFFORDING COVERAGE INSURER A: CENTURY SURETY COMPANY INSURER B: GENERAL STAR INDEMNITY INSURER C: NATIONAL SPECIALTY 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CCP968793-pending	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	BUILDING COVERAGE			IMA390440-pending	07/01/2022	07/01/2023	\$1,300,000
B	BUSINESS INCOME			IMA390440-pending	07/01/2022	07/01/2023	\$150,000
B	LIQUOR			IL12104031-pending	07/01/2022	07/01/2023	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LOCATION: 1730 ELMHURST ROAD, DES PLAINES, IL 60018
LIQUOR LIABILITY COVERAGE FOR CONSUMPTION ON PREMISES IN PLACE

CERTIFICATE HOLDER City of Des Plaines Community & Economic Development 1420 Miner Street Des Plaines, IL 60016	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Verify that all of your Illinois Business Authorization information is correct.

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

**Des Plaines
Cook County**

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

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

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT

LAMASSU PALACE

Loc. Code: 016-0015-1-001

**Des Plaines
Cook County**

**1730 ELMHURST RD
DES PLAINES IL 60018-1829**

Certificate of Registration

Expiration Date:
7/1/2023

Sales and use taxes and fees (4402-1399)

ILLINOIS REVENUE

[Signature]
Director

OFFICIAL DOCUMENT

Issued Date: **05/03/2022**

CITY OF DES PLAINES

ORDINANCE M - 21 - 22

AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS “G” LIQUOR LICENSE.

WHEREAS, Lamassu Palace Co ("*Applicant*") applied to the Department of Community and Economic Development for a Class G liquor license for the premises commonly known as 1730 S Elmhurst 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 G 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 G 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 G 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 G	3 4	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 _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2022.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Add One Class G Liquor License for Lamassu Palace Co 1730 S Elmhurst Rd



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: July 7, 2022

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

From: Robert Greenfield, Superintendent of Utility Services *RG*

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

Subject: 2022 Vactor 2100i Combination Sewer Cleaning Truck - Change Order No. 1

Issue: On Tuesday, February 22, 2022 the City of Des Plaines City Council awarded the Vactor Combination Sewer Cleaning Truck contract to Standard Equipment Company in the amount of \$488,227.00. However, on June 7, 2022, we were notified by Standard of a price increase to some of the equipment ordered on the truck.

Analysis: Standard Equipment Company reported that Federal Signal will have an increase of \$1,500.00 and Daimler Truck (Freightliner Chassis) will have an increase of \$3,800.00 on equipment included on the truck. This is due to the continued challenging global and domestic economic conditions that have forced disruptions with the supply chain for components and their availability. Their manufacturing plants have seen significant price increases from their core suppliers that have resulted in higher increases in the costs of building this equipment.

Recommendation: We recommend approval of Change Order No. 1 to Standard Equipment Company in the amount of \$5,300.00. Source of funding will be the Vehicles account (500-00-570-0000.8020).

Attachments:

Resolution R-120-22
Exhibit A – Change Order No. 1

CITY OF DES PLAINES

RESOLUTION R - 120 - 22

A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH STANDARD EQUIPMENT COMPANY FOR THE PURCHASE OF A VACTOR COMBINATION SEWER CLEANING TRUCK.

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 February 22, 2022, the City Council approved Resolution R-38-22, authorizing the City to enter into a contract ("**Agreement**") with Standard Equipment Company ("**Vendor**") for the purchase of a Vactor 2100i Combination Sewer Cleaning Truck ("**Equipment**"); and

WHEREAS, Resolution R-38-22 authorized the expenditure of an amount not to exceed \$488,227 for the purchase of the Equipment; and

WHEREAS, due to the continued challenging global and domestic economic conditions, manufacturing plants have seen significant price increases resulting in higher prices for the Equipment ("**Additional Costs**"); and

WHEREAS, the City requested a proposal from Vendor for the Additional Costs for the Equipment; and

WHEREAS, Vendor submitted a proposal in the not-to-exceed amount of \$5,300 for the Additional Costs; and

WHEREAS, the City and the Vendor desire to enter into Change Order No. 1 to the Agreement ("**Change Order No. 1**") for the Additional Costs in the not-to-exceed amount of \$5,300, increasing the total Agreement amount to \$493,527; and

WHEREAS, the City has sufficient funds in the Vehicle Fund to procure the Additional Costs from the Vendor in the not-to-exceed amount of \$5,300; and

WHEREAS, the City Council has determined that authorizing the Additional Costs under the Agreement pursuant to Change Order No. 1 is: (i) necessary to complete the purchase of the Equipment; (ii) germane to the Agreement in its original form as signed; and (iii) in the best interest of the City and authorized by law;

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

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

SECTION 2: APPROVAL OF CHANGE ORDER NO. 1. The City Council hereby approves Change Order No. 1 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 1. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, Change Order No. 1.

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

PASSED this ___ day of _____, 2022.

APPROVED this ___ day of _____, 2022.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Change Order No 1 with Standard Equipment Co

CITY OF DES PLAINES

CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: Vactor 2100i Combination Sewer Cleaning Truck

CHANGE ORDER NO. 1

LOCATION: N/A

CONTRACTOR: Standard Equipment

DATE: June 22, 2022

I. A. DESCRIPTION OF CHANGES INVOLVED:

Price surcharge by Daimler Truck North America (DTNA) to implement an additional pricing surcharge on all MY23 Freightliner chassis with scheduled build date after May 29, 2022 and Federal Signal to implement an additional pricing surcharge on all Vactor 2100i models produced after April 4, 2022.

B. REASON FOR CHANGE:

The continued challenging global and domestic economic conditions have forced disruptions with the supply chain for components and their availability. Their manufacturing plants have seen significant price increases from their core suppliers that have resulted in higher increases in the costs of building this equipment.

C. REVISION IN CONTRACT PRICE:

\$5,300.00

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby extended by 0 days.
2. Pursuant to the Purchasing Policy section 7.5-J3:

City Manager’s Authority: The City Manager or designee shall have authority to authorize any change to a contract that, when added to all other changes to the contract, would not increase the contract price as authorized by the City Council by more than 10% or \$5,000, whichever amount is less.

2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding “Description of Changes Involved.”
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	<u>\$488,227.00</u>
2.	Net (addition) (reduction) due to all previous Change Orders Nos. ____ to ____	<u>\$0.00</u>
3.	Contract Price, not including this Change Order	<u>\$488,227.00</u>
4.	Addition/(Reduction) to Contract Price due to this Change Order	<u>\$5,300.00</u>
5.	Contract Price including this Change Order	<u>\$493,527.00</u>

IV. FINDINGS:

Pursuant to the requirements of Section 33E-9 of the Illinois Criminal Code of 1961, the undersigned do hereby find that the Change Order: [check all that are appropriate]

X is necessary due to circumstances that were not foreseeable at the time the Owner entered into the Contract;

X is germane to the Contract in its original form as signed; and/or

X is in the best interest of the Owner and authorized by law.

RECOMMENDED FOR ACCEPTANCE:

PROJECT MANAGER: Robert Greenfield

By: _____ (____)

Signature of Authorized
Representative

Date

ACCEPTED:

CONTRACTOR: Standard Equipment

By: _____ (____)

Signature of Authorized
Representative

Date

CITY OF DES PLAINES:

By: _____ (____)

Signature of Authorized
Representative

Date

#24602136_v1



625 S. Illinois Rt. 83, Elmhurst, IL 60126 • 312-829-1919 • sales@standardequipment.com

Attn: Robert Greentfield
City of Des Plaines
1111 Joseph J Schwab Road
Des Plaines, IL 60016

June 21, 2022

Rob,

To follow up on our conversation, Freightliner and Vector have issued surcharges that will affect your upcoming Vector. Below is the overage of what was originally quoted.

Freightliner and Vector Surcharges **\$5,300.00**

If you have any questions, please do not hesitate to contact me.

Best Regards,

Bob Donlon

Bob Donlon, Account Manager
bdonlon@standardequipment.com
Main: 312.829.1919 | Cell: 847.804.6017
625 S. Illinois Rt. 83
Elmhurst, IL 60126



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: July 7, 2022

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: Additional Funding – Gasoline and Diesel Fuel Purchase and Delivery

Issue: Due to the increased cost of both gasoline and diesel fuels additional funding is required in the 2022 budget.

Analysis: At the September 21, 2022 City Council meeting Avalon Petroleum Company, Inc. was awarded the 2021-2022 purchase of unleaded gasoline and diesel fuel contract. The contract includes a unit price per gallon delivered with respect to the Oil Price Information Service (OPIS), which determines the wholesale cost. The City currently has a purchase order for 2022 Gasoline & Diesel Fuel Purchase and Delivery in the budgeted amount of \$389,000. Additionally, the City utilizes fuel fleet cards for offsite fueling and fuel purchasing during repairs/testing at the Public Works facility.

The City continues to conserve fuel whenever possible. Recently, the City reissued the Vehicle Idling Policy to all employees in an effort to reduce fuel consumption.

The City has utilized nearly 68 percent of funding for diesel fuel and 55 percent of available funding for unleaded fuel to date. Based upon current prices and potential further volatility a recommendation of additional funding of 50% diesel and 40% unleaded fuel is recommended.

Recommendation: We recommend additional funding in the total amount of \$137,500 for gasoline and diesel fuels for 2022. This additional expenditure will be funded from both General and Water Funds Contingency.

Attachments:
Resolution R-121-22

CITY OF DES PLAINES

RESOLUTION R - 121 - 22

A RESOLUTION AUTHORIZING ADDITIONAL EXPENDITURES UNDER A CONTRACT WITH AVALON PETROLEUM COMPANY, INC. FOR THE PURCHASE OF UNLEADED GASOLINE AND DIESEL FUEL.

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

WHEREAS, on September 21, 2020, the City Council approved Resolution R-163-20, which awarded a contract in the not-to-exceed amount of \$389,000 ("**Contract**") to Avalon Petroleum Company, Inc. ("**Vendor**") for the purchase of unleaded gasoline ("**Gasoline**") and diesel fuel ("**Fuel**"); and

WHEREAS, during the past few months, the price of Gasoline and Fuel has substantially increased resulting in the need to expend additional funds ("**Additional Expenditures**"); and

WHEREAS, the City desires to continue purchasing Gasoline and Fuel from Vendor pursuant to the Contract and estimates that \$137,500 in Additional Expenditures will be necessary to purchase Gasoline and Fuel for the remainder of the term of the contract; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize \$137,500 in Additional Expenditures, for a total not-to-exceed amount of \$526,500, for the purchase of Gasoline and Fuel from the Vendor pursuant to the Contract;

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 ADDITIONAL EXPENDITURE. The City Council hereby approves the Additional Expenditures of \$137,500, and the total not-to-exceed amount of \$526,500, for the purchase of Gasoline and Fuel from Vendor pursuant to the Contract.

SECTION 3: AUTHORIZATION. The City Manager and the City Clerk are hereby authorized and directed to execute and seal such documents approved by the General Counsel, and the Finance Director is authorized to make such payments, on behalf of the City, as are necessary to complete the purchase of Gasoline and Fuel from Vendor.

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 _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Additional Expenditure for Gas from Avalon Petroleum Co



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: July 7, 2022

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: Argon Electric - Task Order #13

Issue: Based on guidance from both the Environmental Protection Agency and the Department of Homeland Security, the City's water pumping station located at 2555 Maple Street requires additional surveillance cameras.

Analysis: Video surveillance can be a valuable tool to help water treatment providers ensure security of their assets and monitor operations in remote locations. Based on federal recommendations, the addition of 19 outdoor IP cameras and 17 indoor IP cameras will aid in meeting the need for increased security. The City Council approved entering into a master contract with Argon Electric Company at its November 1, 2021 meeting through resolution R-174-21. Argon Electric Company has provided Task Order #13 in the amount of \$30,758 to install the cameras at specified locations utilizing City owned cameras and associated cabling. Staff requested a comparable quote from another contractor which was received in the amount of \$32,225.

Recommendation: We recommend approval of Task Order #13 with Argon Electric Company, 1700 Lieder Lane, Suite 100, Buffalo Grove, IL 60089, in the amount of \$30,758. Source of funding would be the Water/Sewer CIP fund (500-00-580-0000.8100)

Attachments:

Resolution - R-122-22
Exhibit A - Task Order #13

CITY OF DES PLAINES

RESOLUTION R - 122 - 22

**A RESOLUTION APPROVING TASK ORDER NO. 13
UNDER A MASTER CONTRACT WITH ARGON
ELECTRIC COMPANY, INC. FOR PROFESSIONAL
ELECTRICAL 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, based on guidance from the Environmental Protection Agency and the Department of Homeland Security, the City has identified the need to install additional surveillance cameras at the Maple Street Pumping Station located at 2555 Maple Street; and

WHEREAS, on November 1, 2021, the City Council approved Resolution R-174-21, which authorized the City to enter into a master contract ("**Master Contract**") with Argon Electric Company, Inc. ("**Consultant**") for the performance of certain electrical services for the City as such services are needed over time; and

WHEREAS, the City desires to procure professional electrical services for the installation of 36 additional surveillance cameras at the Maple Street Pump Station ("**Services**"); and

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

WHEREAS, the City has a positive existing relationship with the Consultant, which has satisfactorily performed electrical 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 not-to-exceed amount of \$30,758; and

WHEREAS, the City has sufficient funds in the Water/Sewer CIP Fund for the procurement of the Services from Consultant; and

WHEREAS, the City desires to enter into Task Order No. 13 under the Master Contract for the performance of the Services by Consultant in the not-to-exceed amount of \$30,758 ("**Task Order No. 13**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 13 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. 13. The City Council hereby approves Task Order No. 13 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. 13. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, final Task Order No. 13.

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 _____, 2022.

APPROVED this ___ day of _____, 2022.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

ATTACHMENT A

TASK ORDER

In accordance with Section 1.2 of the Master Contract dated November 1, 2021 between the City of Des Plaines (the “*City*”) and Argon Electric Company, Inc. (the “*Contractor*”), the Parties agree to the following Task Number 13:

1. **Contracted Services:** Installation of 19 Outdoor IP Cameras and 17 Indoor IP Cameras at the Maple Street Pump Station:
 - Provide and install new supports and hardware to be incorporated with the cable installation to each new camera location.
 - Provide and install new hardware for mounting of owner furnished cameras at indoor and outdoor locations.
 - Install new Cat 6 cables from the IT rack to 36 camera locations as required.
 - Provide and install new keystones for connection of cables to cameras and network equipment.
 - Core, install sleeves and seal wall penetrations for conduit installation at indoor and outdoor locations.
 - Label, terminate and test all newly installed cables for a complete operational system.
 - Cameras and cables to be supplied by owner.
2. **Project Schedule** (attach schedule if appropriate): Commencement upon approval to proceed.
3. **Project Completion Date:**

All Contracted Services must be completed on or before: August 26, 2022

4. **Project Specific Pricing** (if applicable): \$30,758
5. **Additional Changes to the Master Contract** (if applicable): None

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

[signature page follows]

CITY

CONTRACTOR

Signature
Director of Public Works
And Engineering

_____, 20____
Date

Ronald J. Cacioppo

Signature
Ronald J. Cacioppo

Name (Printed or Typed)

June 20_____, 2022
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

ARGON ELECTRIC COMPANY, INC.



CONTRACTORS AND ENGINEERS

PHONE: (847) 364-2200

FAX: (847) 364-2205

1700 LEIDER LANE • SUITE # 100 • BUFFALO GROVE, IL 60089

www.argonelec.com

June 1, 2022

Mr. Tom Bueser
City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016

Email : tbueser@desplaines.org

Re: Maple Street Pump Station
IT / Camera / Security Work

Dear Mr. Bueser:

We are pleased to submit our proposal to furnish labor and materials to complete all electrical work related to new security devices at the Maple Street Pump Station in Des Plaines.

Scope of work includes the following:

- Install (19) new Outdoor IP Cameras at locations indicted on drawings.
- Install (17) new Indoor IP cameras at locations indicated on drawings. 13 in first floor and 4 in basement area.
- Provide and install new supports and hardware to be incorporated with the cable installation to each new camera location.
- Provide and install new hardware for mounting of owner furnished cameras at indoor and outdoor locations.
- Install new Cat 6 cables from the IT rack to 36 camera locations as required.
- Provide and install new keystones for connection of cables to cameras and network equipment.
- Core, install sleeves and seal wall penetrations for conduit installation at indoor and outdoor locations.

- Label, terminate and test all newly installed cables for a complete operational system

Total price for the above work not to exceed \$30,758.00

There is no sales tax attached to this proposal.

All work will be done in accordance with Local Electrical Codes and Standards.

Cameras and cables to be supplied by owner.

Thank you for the opportunity and allowing Argon Electric to provide services to the City of Des Plaines, it is greatly appreciated.

Please feel free to contact me if you have any questions or require additional information.

Sincerely,

ARGON ELECTRIC COMPANY, INC.

Ronald J. Cacioppo

Ronald J. Cacioppo



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: July 7, 2022

To: Michael G. Bartholomew, City Manager

From: Ryan N. Johnson, Assistant Director of Community and Economic Development ^{R.J.}

Cc: John T. Carlisle, AICP, Director of Community and Economic Development ^{JTC}

Subject: H.R. Green Inc. - Plan Review and Inspection Services - Change Order

Issue: The Community and Economic Development (CED) Department utilizes the services of H.R. Green, Inc. (HR Green) for building inspections, plan reviews, and related services. Staff is requesting a change order to the 2022 contract to increase the amount of the current purchase order.

Analysis: Effective January 1, 2022, the City entered into a contract with HR Green to perform building inspection and plan review services on an as-needed basis for CED with a not-to-exceed amount of \$40,000.

Due to this year's sustained high construction activity, resulting in high demand for permits and inspections, as well as staff turnover within CED, the anticipated number of plan reviews and inspections performed by HR Green has grown over initial estimates. Staff plans to continue utilizing HR Green for plan reviews and building inspections for the remainder of 2022, which will require the amount of the purchase order to increase. Staff is requesting an additional \$75,000 for the remainder of 2022.

Recommendation: Staff recommends the City Council approve Resolution R-124-22 approving a Change Order to the 2022 contract with H.R. Green Inc. for plan review and building inspection services for the new not-to-exceed amount of \$115,000.

Attachment:

Attachment 1: Resolution R-124-22

Exhibits:

Exhibit A: Change Order #1

CITY OF DES PLAINES

RESOLUTION R - 124 - 22

**A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO
A CONTRACT WITH H.R. GREEN, INC. FOR PLAN
REVIEW AND BUILDING INSPECTION
SERVICES.**

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

WHEREAS, on December 20, 2021, the City Council adopted Resolution No. R-206-21, approving a contract ("**Contract**") with H.R. Green, Inc. ("**Consultant**") to conduct certain plan review and inspection services for construction projects in the City ("**Services**"), which agreement expires on December 31, 2024; and

WHEREAS, on January 1, 2022, the City entered into the Contract with Consultant for the performance of the Services in the not-to-exceed amount of \$40,000 per fiscal year; and

WHEREAS, to date, the City expects to expend over \$40,000 for the performance of the Services by the Consultant pursuant to the Contract during the 2022 fiscal year; and

WHEREAS, the City has identified the need for Consultant to continue performing the Services pursuant to the Contract for the remainder of the 2022 fiscal year ("**Additional Services**"); and

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

WHEREAS, the City and the Consultant desire to enter into Change Order Number 1 ("**Change Order No. 1**") under the Contract for the performance of the Additional Services in the not-to-exceed amount of \$75,000 during the 2022 fiscal year, for a total Contract amount of \$115,000 for the 2022 fiscal year; and

WHEREAS, sufficient funds have been appropriated for use during the 2022 fiscal year to procure the Additional Services in the not-to-exceed amount of \$115,000; and

WHEREAS, the City Council has determined that authorizing the Consultant to perform the Additional Services under the Contract pursuant to Change Order No. 1 is: (i) necessary due to an increase in permits, and reduction in staff; (ii) germane to the Contract in its original form as signed; and (iii) in the best interest of the City and authorized by law;

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

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

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

SECTION 3: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Change Order No 1 to 2022 Contract with HR Green for Inspection Services 2022

EXHIBIT A

CHANGE ORDER NO. 1

CHANGE ORDER TO CONTRACT

In accordance with the terms of the Contract dated January 1, 2022 between the City of Des Plaines (the “City”) and H.R. Green Inc (the “Consultant”), the Parties agree to the following Change Order to the Contract:

- 1. Change in Contracted Services:** N/A
- 2. Change in Project Schedule** (attach schedule if appropriate): On Demand/On-Call
- 3. Change in Project Completion Date:** N/A.
- 4. Change in Compensation:** Additional services in the not-to-exceed amount of \$75,000 in fiscal year 2022, for a total contract amount in the 2022 fiscal year of \$115,000.
- 5. Change in Project Specific Pricing** (if applicable). N/A

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

[signature page follows]

CITY

CONSULTANT

Signature
City Manager

Signature

Name (printed or typed)

_____, 2022
Date

_____, 2022
Date



INFORMATION TECHNOLOGY DEPARTMENT

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

MEMORANDUM

Date: June 27, 2022
To: Michael G. Bartholomew, City Manager
From: Romeo Sora, Director Information Technology
Subject: Barracuda Premium Plus Email Protect for Microsoft Office 365

Issue: For the City Council to approve the purchase of Barracuda's Email Protection for Microsoft Office 365.

Analysis: The City of Des Plaines currently hosts Microsoft Office (Word, Excel, PowerPoint, etc.) and Microsoft Exchange (email) locally on internal servers, and backs them up accordingly. It also utilizes Barracuda Solutions Inc. email archiver to safely capture and store all City of Des Plaines incoming and outgoing emails. However, with the expiration of our previous Microsoft on-premises (locally hosted) Enterprise Agreement, staff engaged with Microsoft to explore alternatives to the current locally hosted environment, while seeking to implement productivity tools to enhance efficiency.

The City Council approved a new Microsoft Enterprise Agreement with Dell (R-167-21) for the purchase of Microsoft's Office 365 Government hosted (off-site) solution which includes the basic Office Professional products (Outlook, Word, Excel, PowerPoint, etc.) in addition to One Drive (Storage), Exchange (Email), and their productivity tools SharePoint (Intranet), and Teams (Collaboration / Video Conferencing), all hosted and stored in a resilient cloud environment.

As the City transitions from its on-premises environment to a hosted environment, the current Barracuda Email Archiver will no longer work. At the request of staff, SpeedLink Solutions Inc. reached out to Barracuda Solution Inc. to obtain reduced pricing for a Microsoft O365 email solution. Barracuda provided SpeedLink with a three-year Email Protection Premium Plus subscription in the amount of \$110,850, with payments being made in three annual installments of \$36,950.

Some of the features of Barracuda's Email Protection include cloud archiving, cloud-to-cloud backup, email encryption, domain fraud protection, phishing and impersonation protection, account takeover protection, spam and malware protection, attachment protection, attack simulation, awareness training, and threat hunting and response.

SpeedLink is a "Partner of Record" with Barracuda, and as such has preferential pricing in place with Barracuda that other vendors would not receive. SpeedLink has consistently provided the City of Des Plaines with the lowest price pertaining to Barracuda products and services.

Recommendation: I recommend the City Council waive bidding requirements and approve the Barracuda Microsoft Office 365 Email Protection Premium Plus with SpeedLink, 4039 Floramar Ter, New Port Richey, FL 34652, in the amount of \$36,950. The agreement will be funded from the IT R&M Software Account (100-20-230-0000-6300).

Attachments:

Resolution – R-125-22

Exhibit A – Barracuda Email Protection, Premium Plus Quote

CITY OF DES PLAINES

RESOLUTION R - 125 - 22

A RESOLUTION APPROVING AN AGREEMENT WITH SPEEDLINK SOLUTIONS INC. FOR THE PURCHASE AND IMPLEMENTATION OF BARRACUDA O365 EMAIL PROTECTION.

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 appropriated funds in the IT R&M Software Account for use during the 2022 fiscal year for the purchase of software licenses; and

WHEREAS, the City desires to purchase certain software licenses sold by Barracuda Networks Inc. ("***Barracuda Licenses***"); and

WHEREAS, SpeedLink Solutions, Inc. ("***Vendor***") is a "Partner of Record" with Barracuda Networks Inc. and, as such, has submitted a bid of \$110,850.00 for the purchase and implementation of the Barracuda Licenses; and

WHEREAS, the City desires to enter into a three-year ("***Agreement***") with Vendor for the purchase the Barracuda Licenses from SpeedLink in the annual amount of \$36,950.00 and in the total amount of \$110,850.00; and

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

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. The requirement that competitive bids be solicited for the purchase of Microsoft Licenses is hereby waived.

SECTION 3: APPROVAL OF PURCHASE. The City Council hereby approves the purchase of the Barracuda Licenses from Vendor pursuant to the Agreement in the annual amount of \$36,950.00 and in the total amount of \$110,850.00.

SECTION 4: AUTHORIZATION OF PURCHASE. The City Manager is hereby authorized and directed to execute such documentation and make such payments, on behalf of the City, as are necessary to complete the purchase of the Barracuda Licenses from Vendor pursuant

to the Agreement for a term of three years, in the annual amount of \$36,950.00 and in the total amount of \$110,850.00; provided, however, that the City Manager's authority to make payments for the purchase of Microsoft Licenses is subject to the appropriation of sufficient funds by the City Council in future fiscal years.

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 _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving an Agreement with Tyler Technologies for the Purchase and Implementation of EnerGov Software



Quote

6240 Champions Row St
Bradenton, FL 34210

Date	Quote #
6/17/2022	BC-DESPL943

Name / Address
City of Des Plaines Accts Payable 1420 Miner St Des Plaines, IL 60016-4498

P.O. No.	Terms	Due Date	Rep	Account #	FOB
	Net 15	7/2/2022	JE	8	

Item	Description	Qty	Cost	Total
EP-PremPlus-Usr-1M	Email Protection, Premium Plus, per User, 3 year	325	323.07692	105,000.00T
BPS-RMUM-Email	Barracuda Professional Services, Remote Update Migration, Email Protection, Premium Plus, within 90 Days This is a 3 Year subscription. City of Des Plaines pays 1/3rd each year or \$36,950 and avoids future price increases.	1	5,849.89	5,850.00T

Thank you for the Opportunity to provide this quote. Prices are good for 30 Days.	Subtotal	\$110,850.00
	Sales Tax (0.0%)	\$0.00
	Total	\$110,850.00

Freight is prepay and add on all orders	Signature _____
---	-----------------

Phone #	Fax #	E-mail
630-904-5254		jevans@speedlnk.com



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: July 7, 2022

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

From: Tom Bueser, Superintendent of General Services *TB*

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

Subject: Bid Award – Fire Station #61 Interior Renovations

Issue: Six bids for the Fire Station #61 Interior Renovations project were received and opened on Thursday, June 23, 2022 at 10:00 a.m.

Analysis: The interior remodeling project at Fire Station #61 includes new sleeping quarters with expansion into the existing office space, restroom facilities, kitchen, day room, upgraded fire alarm system, a new 6-inch water service, station alerting system, and installation of a fire suppression sprinkler system. These improvements have been reviewed by Fire Department personnel with drawings completed by the City’s architect, FGMA Architects, Inc., in April 2022. The plan set was reviewed and approved as noted by the Community and Economic Development Department in May 2022. The six bids received are shown below:

Bidder’s Name	Bid Amount
Kandu Construction, Inc.	\$1,144,000
ONeill Contractors, Inc.	\$1,180,644
Efraim Carlson & Son General Contractors*	\$1,248,000
Manusos General Contracting, Inc.	\$1,404,110
Romass, Inc.	\$1,494,900
Simpson Construction Company	\$1,508,000

* - incomplete bid

We reviewed each of the bidders’ references, statements of completed similar projects, and compliance with the City’s Responsible Bidder Ordinance. The reference checks revealed that the apparent low bidder, Kandu Construction, Inc., had inferior references in regards to cleanliness of the jobsite, significant cost overruns, and failure to complete the project within the specified

contract term. In addition, multiple other references for Kandu were unresponsive to our inquiries. The second apparent low bidder, ONeill contractors, Inc., does not meet the City's responsible bidder ordinance requirements as they do not have approved and registered active apprenticeship and training programs. The next bidder, Efraim Carlson & Son General Contractors, although receiving favorable references, submitted an incomplete bid as they did not include pricing for the required new 6" inch water service and fire station alert system. Finally, Manusos General Contracting, Inc. submitted a complete bid in the amount of \$1,404,110 and the contractor meets the City's responsible bidder's ordinance requirements. Alternate pricing for use of the US Digital Design alerting system components to utilize existing equipment was received in the amount of \$6,731.

Recommendation: We recommend award of bid for the Fire Station #61 Interior Renovations to Manusos General Contracting, Inc., 91 Christopher Way, Fox Lake, IL, 60020 in the amount of \$1,410,841. Source of funding will be Facilities Replacement Fund.

Attachments:

Attachment 1 – Bid Tabulation
Resolution R-126-22
Exhibit A –Manusos Contract

Contract: Fire Station #61 Interior Renovations

Bid Opening Date: Thursday, June 23, 2022

Company	Lump Sum	Alternate 1 Metal Doors	Alternate 2 Digital Design	Alternate 3 No Phasing
Kandu Construction, Inc.	Actual--\$1,124,000 As-read--\$1,144,000	\$8,000	\$38,000	-\$10,000
ONeill Contractors, Inc.	\$1,180,644	\$3,000	\$8,000	\$0
Efraim Carlson & Son General Contractors	\$1,248,000	\$3,000	\$0	\$0
Manusos General Contracting, Inc.	\$1,404,110	\$3,167	\$6,731	-\$9,527
Romaas, Inc.	\$1,494,900	\$3,000	-\$14,500	\$0
Simpson Construction Company.	\$1,508,000	-\$4,500	\$32,000	-\$5,000

CITY OF DES PLAINES

RESOLUTION R - 126 - 22

A RESOLUTION APPROVING AN AGREEMENT WITH MANUSOS GENEAL CONTRACTING, INC. FOR THE FIRE STATION #61 INTERIOR RENOVATIONS PROJECT.

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 appropriated funds in the Facilities Replacement Fund for use by the Department of Public Works and Engineering during the 2022 fiscal year for the interior remodeling project at Fire Station #61 ("**Work**"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the of the City of Des Plaines City Code and the City purchasing policy, the City solicited bids for the procurement of the Work; and

WHEREAS, the City received six bids, which were opened on June 23, 2022; and

WHEREAS, Manusos General Contracting, Inc. ("**Contractor**") submitted the lowest responsible bid in the not-to-exceed amount of \$1,410,841; and

WHEREAS, the City desires to enter into a contract with Contractor for the performance of the Work in the not-to-exceed amount of \$1,410,841 ("**Agreement**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Agreement 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 AGREEMENT. The City Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the General Counsel.

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

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 _____, 2022.

APPROVED this ___ day of _____, 2022.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving an Agreement with Manusos for Fire Station 61 Remodel

CITY OF DES PLAINES

**CONTRACT FOR THE CONSTRUCTION OF
FIRE STATION #61 INTERIOR RENOVATIONS**

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
FIRE STATION #61 INTEROR RENOVATIONS**

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Contractor’s Certification

- Attachment A:** Supplemental Schedule of Contract Terms
- Attachment B:** Specifications
- Attachment C:** List of Drawings
- Attachment D:** Special Project Requirements

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
FIRE STATION #61 INTERIOR RENOVATIONS**

In consideration of the mutual promises set forth below, the City of Des Plaines, 1420 Miner Street / Northwest Highway, Des Plaines, Illinois 60016, an Illinois municipal corporation (“*Owner*”), and Manusos General Contracting, Inc. a ***General Contractor*** (“*Contractor*”), make this Contract as of July 19, 2022, (the “*Effective Date*”) and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

Contractor, at its sole cost and expense, must provide, perform, and complete all of the following, all of which is herein referred to as the “*Work*”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Fire Station #61 Interior Renovations Project at 405 S River Rd., Des Plaines, IL 60016, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D. Phase I to include all areas except for existing day room and kitchen. Phase II will consist of remodel work in day room and kitchen. Partition wall with doorway will be required during both phases.
2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

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

1.2 Commencement and Completion Dates

Contractor must commence the Work not later than the “*Commencement Date*” set forth on Attachment A and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “*Completion Date*” set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “*Contract Time*.”

1.3 Required Submittals

A. Submittals Required. Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract (“*Required Submittals*”). Such details must include, but are not limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor must provide three complete sets for each Required Submittal. All Required Submittals, except drawings, must be prepared on white 8-1/2” x 11”. Two blue-line prints and one sepia transparency of each drawing must be provided. All drawings must be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner’s Review. All Required Submittals must be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner’s sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal may be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner’s review and stamping of any Required Submittal will be for the sole purpose of examining the general management,

design, and details of the proposed Work, does not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor is responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor must promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract governs is final, and any corrective work required does not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor must, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no

responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor is solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "*Contractor*" is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor must immediately upon notice from Owner terminate such subcontractor or supplier. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner has the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor must make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor must afford Owner and other contractors reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner will have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service must be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service may be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor may it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written

notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

Owner has the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("*Change Order*"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time must be made within two business days following receipt of such Change Order, and may, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order will entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor must, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time will be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, may be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

**ARTICLE III: CONTRACTOR’S RESPONSIBILITY
FOR DEFECTIVE WORK**

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

C. Correction. Until Final Payment, Contractor must, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract; and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor’s obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to

Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor must provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("*Bonds*"). Contractor, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, must maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of its elected officials, officers, employees, attorneys, agents, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "*Contract Price*"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and will not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment A ("*Progress Payments*").

B. Pay Requests. Contractor must, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("*Pay Request*"). The first Pay Request must be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request must include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final inspection ("*Notice of Completion*"). Contractor's Notice of Completion must be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("*Punch List Work*").

B. Punch List and Final Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner must make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner must make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("*Final Acceptance*").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner ("*Final Pay Request*"). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("*Final Payment*"). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such

title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor must, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section does not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the

obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor must, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor is conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's

rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due (“*Event of Default*”), and has failed to cure any such Event of Default within five business days after Contractor’s receipt of written notice of such Event of Default, then Owner 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:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys’ fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor’s rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor’s expense.
6. Upon any termination of this Contract or of Contractor’s rights under this Contract, and at Owner’s option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys’ fees and administrative expenses, incurred by Owner as

the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner’s Additional Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the “*Per Diem Administrative Charge*” set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor’s rights under this Contract for an alleged default that is ultimately held unjustified will automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

**ARTICLE VII: LEGAL RELATIONSHIPS
AND REQUIREMENTS**

7.1 Binding Effect

This Contract is binding on Owner and Contractor and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party is deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor will act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract may be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation.

If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is 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 neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work must be held confidential by Contractor and may not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner may constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by

Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor may be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner must be addressed to, and delivered at, the following address:

City of Des Plaines 1420 Miner Street Des Plaines, Illinois 60016 Attention: _____	<u>with a copy to:</u> Elrod Friedeman LLP 325 N LaSalle Street, Suite 450 Chicago, Illinois 60654 Attention: Peter Friedman
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Notices and communications to Contractor must be addressed to, and delivered at, the following address:

Manusos General Contracting, Inc.
91 Christopher Way
Fox Lake, IL60020

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws includes such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

A. Compliance Required. Contractor, and each subcontractor, must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other 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; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; or and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

B. Liability for Fines, Penalties. Contractor is 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 Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

C. Prevailing Wage Act Certified Payroll. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"), must submit certified payroll to the Illinois Department of Labor, in accordance with Section 5 of the Act.

D. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work,

of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days is construed to refer to calendar days.

7.14 Severability

The provisions of this Contract will be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract is 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 will be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract is effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed by their properly authorized representatives in two original counterparts as of the Effective Date.

CITY OF DES PLAINES

By: _____

Name: Michael G. Bartholomew

Title: City Manager

Attest:

By: _____

Name: _____

Title: _____

Manusos General Contracting, Inc.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR’S CERTIFICATION

[contractor’s executing officer], being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the “Patriot Act”) or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: _____, 20__.

Manusos General Contracting, Inc.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Subscribed and Sworn to before me on _____, 20__.

My Commission expires: _____

Notary Public

(SEAL)

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
FIRE STATION #61 INTERIOR RENOVATIONS**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

Interior renovations and remodeling of the City of Des Plaines Fire Station #61 first floor per attached drawings and project manual.

2. Work Site:

Des Plaines Fire Station #61

405 S River Rd.

Des Plaines, IL 60016

3. Permits, Licenses, Approvals, and Authorizations:

Contractor must obtain all required governmental permits, licenses, approvals, and authorizations, except:



[Identify permits, licenses, and approvals obtained, or to be obtained, by Owner]

City of Des Plaines Building Permit



No Exceptions

4. Commencement Date:



Within 2 weeks of executed contract.



_____ days after execution of the Contract by Owner.

_____, 20____

5. **Completion Date:**

_____ days after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

Substantial completion by October 15, 2022 with final completion by October 31, 2022, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverage:**

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability: \$1,000,000 injury-per occurrence; \$1,000,000 disease-per employee; \$1,000,000 disease-policy limit

Such insurance must evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

- (1) General Aggregate: \$5,000,000. See Subsection F below regarding use of umbrella coverage.
- (2) Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence
- (3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

- Premises / Operations

- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

“X”, “C”, and “U” exclusions must be deleted.

Railroad exclusions must be deleted if Work Site is within 50 feet of any railroad track.

All employees must be included as insured.



- D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

This insurance must be written with limits not less than the insurable value of the Work at completion. The insurable value must include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance must include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance must include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company’s consent.



- E. Owner’s and Contractor’s Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.

- F. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis

so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

G. Deductible. Each policy must have a deductible or self-insured retention of not more than \$_____.

H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:

All Policies _____

The Additional Insured endorsement must identify Owner as follows:

The City of Des Plaines and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.

I. Other Parties as Additional Insureds. In addition to Owner, the following parties must be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
<u>FGM Architects, Inc.</u> _____	<u>All</u> _____
_____	_____
_____	_____

7. **Contract Price:**

SCHEDULE OF PRICES

A. LUMP SUM CONTRACT

For providing, performing, and completing all Work per Schedule of Prices, the total Contract Price of (*write in numbers only*):

\$ 1,410,841.00

Schedule of Prices

Item	Contractor	Cost
General Conditions- Mobilization/Demobilization/profit/overhead/etc.	Manusos	89,110.00
Demolition	Johler	80,000.00
Metals	Jack Frost	30,000.00
Insulation	Biofoam	10,000.00
Rough Carpentry	Manusos	40,000.00
Mfg. Casework & Countertops	Premier Woodwork	120,000.00
Caulking & Firestopping	Manusos	2,500.00
Doors	LaForce/Manusos	35,000.00
Glass and Glazing	Manusos	5,000.00
Metal Studs, Drywall & Taping	Manusos	95,000.00
A.C.T.	Alpine Acoustics	50,000.00
FRP Paneling	Alpine Acoutics	55,000.00
Painting	Uptown	20,000.00
Flooring	Libertyville/Artlow	50,000.00
Toilet Accessories & Labor	Commercial Spec.	14,000.00
Fire Ext./Cabinets & Labor	Commercial Spec.	500.00
Sprinklers	FE Moran	25,000.00
Mechanical/HVAC	MG Mechanical	130,000.00
Plumbing	Jensen/JOS	200,000.00
Plumbing-New 6" Ductile	Jensen/JOS	50,000.00
Electrical and Low Voltage	Argon	228,000.00
Fire Station Alert System	Argon	20,000.00
Final Cleaning	Manusos	10,000.00
Performance Bond		20,000.00
Labor & Materials Bond		Inc.
Project Contingency as Approved	n/a	\$25,000
TOTAL CONTRACT PRICE		\$ 1,404,110.00

Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

ALTERNATE PRICING

Item	Add/Deduct
Metal Insulated Doors In lieu of Wood Solid Core Doors	add \$3,167
Use of US Digital Design Alerting System Components per Drawing E4.1	add \$6,731
No Project Phasing*	deduct \$9,527

*Estimated Completion Date with No Project Phasing 12/15/22

FORCE ACCOUNT OPTION. All Work will be paid on a force account basis, using the terms of Section 109.04(b) of the IDOT Standard Specifications For Road And Bridge Construction 2012, without limitation to “extra work.” Contractor shall be paid in installments as provided in the Contract. Contractor must submit Pay Requests including itemized statements of the cost of the Work, accompanied and supported by statements and invoices for all labor, materials, transportation charges and other items of the Work, using standard Illinois Department of Transportation schedules and report forms.

B. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

TOTAL CONTRACT PRICE (*write in numbers only*):

\$ _____

C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

(1) For providing, performing, and completing all Work related to *[insert description of lump sum work]*, the total sum of (*write in numbers only*):

\$ _____

- (2) For providing, performing, and completing all Work related to *[insert description of unit price work]*, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

<u>Unit Price Item</u>	<u>Unit</u>	Approximate Number of <u>Units</u>	<u>Price</u> <u>Per Unit</u>	<u>Extension</u>
1			\$ _____	\$ _____
2			\$ _____	\$ _____
3			\$ _____	\$ _____

TOTAL CONTRACT PRICE, being the sum of (1) plus the extension of (2)
(write in numbers only):

\$ _____

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
2. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
3. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

8. Progress Payments:

A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

B. Value of Work. The Value of the Work will be determined as follows:

- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner’s determination of the value of the Work completed.

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner’s estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. **Per Diem Administrative Charge:**

\$ 1,250.00_____

No Charge

10. **Standard Specifications:**

The Contract includes the following Illinois Department of Transportation standard specifications, each of which are incorporated into the Contract by reference:

"State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)

"Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

"Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

The Contract also includes Owner's City Code and Building Codes.

References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

See Attachment D for any special project requirements.



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: July 7, 2022

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

From: Tom Bueser, Superintendent of General Services *TB*

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

Subject: Approve Expenditure – Fire Station #61 Temporary Quarters

Issue: During the interior renovations at Fire Station #61 staff will require temporary sleeping quarters and bathroom facilities.

Analysis: Public Works and Engineering reached out to multiple companies which have the ability to provide temporary sleeping quarters in trailers/modular units to utilize throughout the duration of the remodeling project. Quotes obtained are for two 10’x 50’ mobile living quarter units and a bathroom/shower trailer. Minimum monthly terms, recurring monthly rental charges, and installation/delivery charges are included in the total price listed in the chart below:

Bidder’s Name	Term	Total Cost	Monthly Recurring Charges after Term
Satellite Shelters, Inc.	3 Months plus additional as needed	\$36,528.12	\$9,536.04
Vesta Modular	6 months	\$65,300	----
Williams Scotsman, Inc.	Minimum 4 months	\$44,293.92	\$6,918.40
Outdoorsy RV Rental	Monthly	\$37,092	\$12,364.80

The construction at Fire Station #61 is expected to last four months. Satellite Shelters, Inc. has the ability to provide a three-month rental with the option to add additional time if needed. Due to location space constraints, two 10’x 50’ trailers are the largest which can be fit into the east parking lot at the station. Vesta Modular and Williams Scotsman both proposed units which were over 60 feet in length. The RV rental was pursued as an option as they are equipped with both a shower

and bathroom; however, the units do not provide the necessary bedroom space required and are quite compact. Satellite Shelters, Inc. has the available units to best suit the Fire Department's needs for temporary quarters. The pump-out service for the bathroom/shower trailer will be absorbed through the general fund R&M account.

Recommendation: We recommend the City Council waive the competitive bidding process and approve the rental agreement contract proposal with Satellite Shelters, Inc., PO Box 860700, Minneapolis, MN, 55486-0700, in the amount of \$46,064.16.

Attachments:

Resolution R-127-22

Exhibit A – Satellite Shelters, Inc. Contract Proposals

CITY OF DES PLAINES

RESOLUTION R - 127 - 22

A RESOLUTION APPROVING CONTRACTS WITH SATELLITE SHELTERS, INC. FOR TEMPORARY QUARTERS AT 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, the City is about to commence the interior renovations of Fire Station #61 and will require temporary sleeping quarters and bathroom facilities for Fire Department personnel to utilize for the duration of the remodeling project ("*Temporary Quarters*"); and

WHEREAS, the City solicited quotes from multiple companies for the Temporary Quarters; and

WHEREAS, Satellite Shelters, Inc. ("*Vendor*") submitted a quote in the not-to-exceed amount of \$46,064.16 for the Temporary Quarters; and

WHEREAS, the City desires to enter into contracts with Vendor for the Temporary Quarters in the not-to-exceed amount of \$46,064.16 ("*Agreements*"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements in the City Code and enter into the Agreements with Vendor;

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 Temporary Quarters is hereby waived.

SECTION 3: APPROVAL OF AGREEMENTS. The City Council hereby approves the Agreements 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 AGREEMENTS. 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 Agreements.

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 _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Agreement with Satellite Shelters for Temporary Sleeping Quarters



Satellite Shelters, Inc.
 Remittance Address
 PO Box 860700
 Minneapolis, MN 55486-0700

Phone: 815-588-5412
 Mobile: 630-520-1376

27711 S Frontage Rd
 Channahon, IL 60410-9790

Your Satellite Sales Representative:

Andy Majernik

Email: andym@satelliteco.com

Contract Date: 06/21/2022
Contract No.: RQ209736
Rental Insurance Status: NO INS
Insurance Exp Date:

Page: 1

Company:
 City of Des Plaines

Contact:

Ship-To Address:
 City of Des Plaines - Station #61
 Tom Bueser 847-812-0708
 S Des Plaines River Rd @ Rand
 Des Plaines, IL 60016

Pymt Terms: NET30

Billing Term: 3

Delivery Date (On or About): 08/01/2022

Description	Term	Qty	Unit Price	Total Price	Extended Contract Price	
10x50 Mobile Offices - 1 office - qty 2	3	28DAYS	2	1,225.00	2,450.00	7,350.00
Steps - Rental	3	28DAYS	4	75.00	300.00	900.00
Use Tax Assessment	3	28DAYS	2	8.02	16.04	48.12
Delivery		Each	2	925.00	1,850.00	
Block+Level		Each	2	250.00	500.00	
Anchors: Installation (90mph Load)		Each	16	75.00	1,200.00	
Anchors: Removal in Advance		Each	16	45.00	720.00	
Dismantle in Advance		Each	2	250.00	500.00	
Pickup in Advance		Each	2	925.00	1,850.00	

Total Recurring Charges	2,766.04	8,298.12
Total One Time Charges	6,620.00	6,620.00
Total Contract		14,918.12

Customer acknowledges that Satellite Shelters will charge a Damage Waiver Fee of 10% of the Trailer Rental Rate for the term of the lease unless a current valid Certificate of Insurance (per Terms and Conditions attached) is on file. In instances where the Damage Waiver Program is unavailable due to location or model restrictions, a Convenience Fee of 10% of the Trailer Rental Rate will be charged unless a current valid Certificate of Insurance (per Terms and Conditions attached) is on file.

Quote expires 30 days from Contract Date. Acceptance of this quote by signature constitutes a Rental Order and acceptance of Satellite Shelters, Inc. (Lessor) Rental Order Terms and Conditions which can be viewed at <https://www.satelliteco.com/download/pdf/SatelliteSheltersRentalOrderTCs.pdf> unless otherwise noted.

Signature: _____

Date: _____

Print Name: _____

PO #: _____

Title: _____



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 PO Box 860700
 Minneapolis, MN 55486-0700

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Your Satellite Sales Representative:

Andy Majernik

Email: andym@satelliteco.com

Contract Date: 06/21/2022

Contract No.: RQ209736

Rental Insurance Status: NO INS

Insurance Exp Date:

Page: 2

Optional Items - Not Included in Total	Term	Qty	Unit Price	Total Price	Extended Contract Price
* Check and Initial to Add Optional Items to Contract					
<input type="checkbox"/> _____ Hand Sanitizer Pump		Each 4	28.00	112.00	
<input type="checkbox"/> _____ DermaGel Hand Sanitizer Pouch		Each 24	18.00	432.00	
<input type="checkbox"/> _____ Folding chair (each)	6	28DAYS 1	8.00	8.00	48.00
<input type="checkbox"/> _____ 6' Folding Table (each)	6	28DAYS 1	18.00	18.00	108.00
<input type="checkbox"/> _____ Office Chair w/floor protector	6	28DAYS 1	35.00	35.00	210.00
<input type="checkbox"/> _____ Stack chair (each)	6	28DAYS 1	12.00	12.00	72.00
<input type="checkbox"/> _____ Desk w/ side drawer pedestal	6	28DAYS 1	50.00	50.00	300.00
<input type="checkbox"/> _____ 10' Conference Table - 2 pcs	6	28DAYS 1	50.00	50.00	300.00
<input type="checkbox"/> _____ 18 cu ft refrigerator	6	28DAYS 1	135.00	135.00	810.00
<input type="checkbox"/> _____ Dorm-size Refrigerator	6	28DAYS 1	65.00	65.00	390.00
<input type="checkbox"/> _____ Microwave	6	28DAYS 1	20.00	20.00	120.00
<input type="checkbox"/> _____ Coffee Maker	6	28DAYS 1	15.00	15.00	90.00



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Insurance Exp Date:

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Quote is based upon availability and credit approval. Prices quoted do not include applicable taxes. If project/customer qualifies for exemption to sales tax, a valid certificate must be provided prior to delivery. If valid exemption certificate is received after any billing, tax will be due and exemption will be applied to all future billing.

Quote expires 30 days from Contract Date. Clerical errors are subject to correction. All charges billed in advance, unless otherwise noted. Pricing is based on non-prevailing wage rates with use of non-union labor.

Anchor pricing based on dirt. Additional charges apply to other surfaces, encountering concealed conditions or rock. Anchors do not guarantee prevention of weather-related damages. Building and anchor removal based on disconnecting metal strapping and leaving the anchor head or any foundations below grade. Site/Surface repair/restoration is not included.

Prices assume level, truck-accessible site (both for install & removal) free of obstruction above/below ground with adequate soil bearing (min 3,000 psf) and proper water drainage away from building.

Permits (except transport) and other scopes of work/additional items, including all utilities (supply/connect/disconnect) are not included unless specifically listed herein. Satellite does not warrant that the building meets local codes unless expressly stated.

Quote based on use of Satellite's rental/sale/relocation agreements. For Used sales, all are "as is" without warranty expressed or implied.

Unless a current certificate of insurance is provided or already on file, customer will be required to utilize Satellite's Damage Waiver Program. See full Terms and Conditions linked on page 1 for details.

MRA Customers Only: The MRA on file supersedes all Items 1 - 27 below. This document is for the acknowledgment of equipment and price only. All terms and conditions are as agreed per MRA# listed on page 1 of this document.

1. Term

This Agreement commences on the date the Rental Order is executed ("Effective Date") by and between the company entity named on the Rental Order ("Lessee"), and Satellite Shelters Inc. ("Lessor"), a Minnesota corporation with offices located at 2530 Xenium Lane North, Suite 150, Minneapolis MN 55441. Lessee and Lessor are periodically referred to as the "Parties," and each a "Party." This Agreement covers rental transactions between the parties for mobile and/or modular office equipment and furnishings ("Equipment") as described on Lessor's Rental Orders. Notwithstanding anything to the contrary contained in any job specific Rental Order, pre-printed terms, and conditions (including, without limitation, purported limitations on liability, waivers of rights and remedies, and variations from any of the warranty, guarantee, indemnity and liability, lease term and termination provisions of this Agreement) are of no force or effect and are superseded by the terms and conditions of this Agreement.

This Agreement commences on of the Effective Date and is perpetual, unless terminated in writing with thirty (30) days' notice to the other Party. Any charges or remaining lease term due under Rental Order for the Equipment under this Agreement will continue through the end of the initial minimum term for each specific item of Equipment, subject to provisions of Articles 15 and 16.

The minimum initial term ("Minimum Initial Term") for any item of Equipment is as set forth on page 1 (and two, if any) of Lessor's Rental Order, and will continue month-to-month until terminated subject to the provisions in this Agreement.

2. Insurance, Certificate of Insurance

Policies of Insurance. Lessee, at Lessee's cost and expense, must procure and deliver to Lessor, before delivery to Lessee of the Equipment to be leased in this Agreement, and keep in full force and effect during the entire term of this Agreement or as long as the Equipment is in the care, custody, or possession of Lessee, whichever is later, the following policies of insurance:

(a) Lessee must procure all-risks insurance covering Lessor, as an additional insured and loss payee, for loss of or damage to the Equipment and all of Lessor's property located on, at or adjacent to the building site specified in the Rental Order or while in transit to the building site specified in the Rental Order (including, at a minimum, materials in place or to be used as part of the installation or construction of the Equipment, surplus materials, temporary structures, scaffolding and staging, protective fencing, bridging, forms, and miscellaneous materials and supplies) on a full replacement cost basis. At a minimum, such insurance must cover and must not exclude loss or damage caused by: fire; lightning; explosion; windstorm; hail; riot; civil commotion; vandalism; sprinkler leakage; volcanic action; falling objects; weight of snow, ice or sleet; water damage; flood; earthquake or other earth movement; and collapse. Such insurance must also cover Lessor for loss of business income, loss of rental value or rental income, extra expenses, expediting expenses, debris removal, preservation of property, fire department service charge, pollutant clean-up and removal, increased cost of construction, and electronic data.

(b) Lessee must procure liability insurance covering Lessor, as an additional insured, for sums Lessor becomes obligated to pay because of bodily injury, property damage, or personal and advertising injury to third parties, or for medical expenses to third parties, arising out of, in whole or part, the use or condition of Lessor's Equipment, or any portion of Lessor's Equipment, while in the custody, possession or control of Lessee, with limits of liability of at least \$1,000,000 per occurrence.

The insurance policies required under this section must each have a maximum deductible or self-insured retention of \$5,000, for which Lessee is responsible, must be primary over any policies of Lessor, must contain provisions stating Lessee, and its insurer, waive all subrogation rights against Lessor, and must contain provisions stating that the policies cannot be cancelled or allowed to expire until at least 30 days' after written notice is provided to Lessor.

Certificate of Insurance. Before the effective date of this Agreement, Lessee must provide Lessor with Certificates of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Unless Lessee provides Lessor with a certificate of insurance acceptable to Lessor, in the amounts stated in this section, or Lessee has maintained a blanket insurance certificate on file with Lessor, Lessee is required to utilize Lessor's Damage Waiver Program.

IF A CERTIFICATE OF INSURANCE OR NOTIFICATION OF SELF-ASSUMPTION OF RISK OF LOSS IS NOT RECEIVED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT, LESSEE AGREES TO UTILIZE LESSOR'S DAMAGE WAIVER PROGRAM, UNDER WHICH AN AMOUNT EQUAL TO THE DAMAGE WAIVER PROGRAM BILLING RATE FOR THE EQUIPMENT UNDER AGREEMENT WILL BE ADDED TO THE INVOICE FOR EACH BILLING PERIOD. THE DAMAGE WAIVER PROGRAM IS FOR



Satellite Shelters, Inc.
 Remittance Address
 PO Box 860700
 Minneapolis, MN 55486-0700

Phone: 815-588-5412
 Mobile: 630-520-1376

27711 S Frontage Rd
 Channahon, IL 60410-9790

Your Satellite Sales Representative:

Andy Majernik

Email: andym@satelliteco.com

Contract Date: 06/21/2022
Contract No.: RQ209736
Rental Insurance Status: NO INS
Insurance Exp Date:

Page: 4

PROPERTY COVERAGE ONLY, SUBJECT TO THE PROVISIONS OF ARTICLE 3. THE DAMAGE WAIVER PROGRAM WILL BE APPLIED TO THIS AGREEMENT FOR THE FULL TERM, UNLESS A CERTIFICATE OF INSURANCE IS PROVIDED TO LESSOR DURING ANY BILLING CYCLE AFTER THE 28-DAY PERIOD SPECIFIED IN THIS AGREEMENT, IN WHICH CASE A MAXIMUM STOP CHARGE AND BILLING CREDIT EQUAL TO THE COST OF THE DAMAGE WAIVER PROGRAM FOR ONE BILLING CYCLE WILL BE MADE UPON THE REQUEST OF LESSEE.

3. Damage Waiver Program (not available for units in Louisiana and Florida)

The Damage Waiver Program is not insurance and does not protect you for liability to others or Lessor.

The Damage Waiver Program is not insurance and does not protect you for liability to others or Lessor. For an additional lease rate as set forth above, Lessor will provide the Damage Waiver for damage or loss to the Equipment under lease. This Damage Waiver Program is subject to a \$1,000 deductible amount, per floor. Therefore, Lessee is solely responsible for the first \$1,000 per floor of damage or loss with respect to the Equipment. This Damage Waiver Program covers only loss or damage to the leased Equipment. Lessee bears sole responsibility for all other direct or incidental losses, damage, or injuries occasioned by its use of the Equipment, including but not limited to personal injuries to employees or third parties or physical damage or loss to real or personal property not included as Equipment under this Agreement. The program does not cover damages from vandalism, flood, named storms, damages caused by Lessee's negligence or any third party not representing Lessee or Lessor, Lessee's willful actions or failure to act, improper use or operation of the Equipment in a manner prohibited by this Agreement, overloading or improper load distribution, failure to perform routine janitorial or cleaning causing damage, or damage caused by Lessee's failure to promptly notify Lessor in writing of items requiring correction or repair, or failure by Lessee to take reasonable precautions against theft or forced entry (theft and forced entry must be accompanied by police report and reported within 3 days).

OPTION TO OFFER DAMAGE WAIVER PROGRAM IS AT LESSOR'S SOLE DISCRETION.

4. Delineation of Responsibility

If an obligation is not expressly stated in this Agreement, then it is not the responsibility of Lessor.

5. Delivery by Lessor

Lessor is not liable to Lessee for any failure or delay in obtaining or delivering the Equipment. By taking delivery, Lessee acknowledges that the Equipment is in good operating order, repair, working condition, and is fit for the purpose for which it is leased. Lessee must provide upon request, a separate Equipment acceptance notification. Lessee is solely responsible for site selection, local code compliance, all zoning approvals, permits (except transport), providing a level (1' in 70') and truck accessible site, both at time of installation and removal, with a bearing surface of a minimum of 3,000 PSF and a site clear of obstructions, both above and below ground. Lessor is not responsible for building settlement or soil heaving due to inadequate foundation. All site restoration is the sole responsibility of Lessee. Lessor is not responsible for unforeseen conditions. If the Lessee does not own the site where Lessee places the Equipment, Lessee must notify the landowner that the Equipment is leased. Lessee will indemnify Lessor if the landowner attempts to assert an ownership interest in the Equipment.

6. Taxes, Fees, and Expenses

In addition to the rental payments, Lessee agrees to pay all costs, expenses, fees, and charges incurred in connection with the Equipment, the use and operation of the Equipment, servicing costs, sales taxes, personal property, and other ad valorem taxes, and all assessments and other governmental charges whatsoever and by whomsoever payable on said Equipment, or on the use, ownership, possession, rental, shipment, transportation, delivery, or operation of the Equipment. However, Lessor will pay licensing and registration fees and federal or state net income taxes against Lessor on or measured by rentals payable under this Agreement, or the net income under this Agreement. Upon Lessor's demand, Lessee will reimburse Lessor for the full amount of any costs, expenses, taxes, fees, or other charges paid by Lessor.

7. Lawful Use, Assignment, and Subletting Prohibited

Lessee will use or permit the use of the Equipment only for lawful purposes and will keep it at the location provided above during the entire lease term. The Equipment must be at all times used and operated in compliance with all laws of any jurisdiction where it is located. Lessor assumes no responsibility for compliance with state or local codes. Lessee will not assign, transfer, sublet, or in any way assign its rights under this Agreement and may not pledge, permit to be liened, mortgage, hypothecate, or otherwise encumber or charge its rights or interests under this Agreement.

Lessee must give Lessor immediate notice of any purported attachment or other judicial process affecting any of the Equipment. Without Lessor's written permission, Lessee may not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of Equipment. If any item of Equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "New Equipment") without Lessor's prior written consent, then all of the New Equipment will become equipment owned by Lessor subject to this Agreement.

8. Indemnity

Lessee indemnifies Lessor and holds Lessor, its officers, agents, and employees harmless of and from all losses, damages, claims, demands, or liability of any kind or nature whatsoever, including legal expenses and attorneys' fees and costs arising from or related to the use, condition, or operation of the Equipment, and by whomsoever used or operated.

9. Maintenance, Damage, and Destruction

Lessee must, at its own expense, at all times keep the Equipment in good and efficient working order, condition, and repair, and must keep and maintain on the Equipment such identification of ownership as Lessor may require. Lessee bears the risk of damage, theft, or destruction of the Equipment from every cause, and must make all replacements, repairs, or substitution of parts or Equipment at its expense, all of which will constitute an accession to the Equipment, and title of the Equipment will vest in Lessor. Should the Equipment be damaged by any reason and be capable of repair, Lessor may repair the same at Lessee's expense, or at Lessor's option, Lessee must repair the same at Lessee's expense to Lessor's specifications, as quickly as circumstances permit. Lessee will be responsible for all damages caused by moisture or water intrusion not reported promptly to Lessor for correction and repair. Lessee will not move Equipment without written permission of Lessor.

Upon the total loss of any or all the Equipment, to such an extent as to make the repair of the Equipment uneconomical in Lessor's sole opinion, Lessor may declare the Equipment a "Total Loss." Upon a Total Loss of the Equipment, Lessee must pay Lessor on the next day for the payment of rent: the rent then due, plus the current market value of the Equipment had a Total Loss not occurred, less all insurance proceeds actually paid or assigned to Lessor from the insurance maintained by Lessee, plus all applicable taxes and fees and transfer taxes (together, the "Total Loss Amounts"). Upon Lessor's receipt of the Total Loss Amount, Lessee's lease obligations will terminate and Lessor will transfer available ownership documents, if any, to Lessee, unless Lessor agrees in writing to dispose of the Equipment and at Lessee's sole cost and expense.

10. Inspection by Lessor

Lessor may inspect the Equipment at any reasonable time, and has the right to post any notice of non-responsibility or any other notice protecting its interest.



Satellite Shelters, Inc.
 Remittance Address
 PO Box 860700
 Minneapolis, MN 55486-0700

Phone: 815-588-5412
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Your Satellite Sales Representative:

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Email: andym@satelliteco.com

Contract Date: 06/21/2022

Contract No.: RQ209736

Rental Insurance Status: NO INS

Insurance Exp Date:

Page: 5

11. Accidents and Claims

Within 24 hours after any accident involving Equipment, Lessee must notify Lessor by telephone and within 48 hours notify Lessor in writing. Said report must state the time, place, and nature of the event; the damage sustained; the addresses of persons involved, persons injured, and witnesses; and any other information relating to said event, and must promptly forward to Lessor all correspondence, notices, or documents received in connection with any claim or demand relating to the Equipment or its operation and must aid in the investigation and defense of all such claims and demands. Nothing in this section modifies the provisions of Article 8 above, in which Lessee holds Lessor harmless and indemnifies Lessor against all these matters, and Lessor will have no responsibility to take any actions in the event of such casualty. Rent will continue to be charged on damaged Equipment until a final settlement check has been received from Lessee's insurance provider in an amount adequate to compensate Lessor.

12. Non-Liability of Lessor

Unless caused by Lessor's gross negligence, Lessor will not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by the Equipment, or by the use, maintenance, operation, handling, or storage of the Equipment, or for the loss of Lessee's business, or damages whatsoever or howsoever caused.

13. Default

Each of the following events is an "Event of Default" as the term is defined in any agreement between the Parties:

- a) If Lessee fails to pay when due any payment or any other amount owing;
- b) If Lessee fails to perform any other term, covenant, or condition of this Agreement or any other agreement between the Parties on Lessee's part to be observed or performed.
- c) If Lessee files for relief under any bankruptcy or similar law for the relief of debtors, or if Lessee makes any assignment for benefit of creditors, or if a receiver is appointed to take possession of any of the assets of Lessee, or any involuntary bankruptcy is filed against Lessee.
- d) If Lessor considers itself insecure.

Upon an Event of Default, the Equipment and any rights of Lessee in the Equipment will be surrendered to Lessor. Lessor may take possession of the Equipment and is authorized by Lessee to enter upon any premises of Lessee without notice for the purpose of taking possession of the Equipment. Lessor may retain all rents and any other amounts paid by Lessee under this Agreement. Repossession by Lessor or the surrender of the Equipment to Lessor will not affect the right of Lessor to recover from Lessee any and all damages that Lessor will have sustained by reason of the breach of any of the covenants, terms, or conditions of this Agreement. Lessee will continue to be responsible for all the rental payments for the remainder of the term of this Agreement and for the payment of any other amounts owing. Nothing in this paragraph is a limitation on Lessor's right to damages.

Upon an Event of Default, Lessor may:

- a) relet the Equipment or any portion of the Equipment for such periods, at such rental amounts as it considers reasonable. After deducting its costs and expenses in such reletting, may apply any net proceeds received to the amounts payable by Lessee under this Agreement, or
- b) sell the Equipment or any portion of the Equipment, and after deducting its costs and expenses in connection with said sale or sales, apply the net proceeds to the amounts payable by Lessee under this Agreement. Lessee must pay any deficiency, as determined by the amount the net proceeds of said sale or reletting is less than the amount to be paid by Lessee under this Agreement, or
- c) cancel and terminate the entire Agreement, and any and all separate Rental Orders made under this Agreement.

Lessor, at its sole option, may recover from Lessee the worth, at the time of the termination, of the excess between: (a) the amount of rent and charges equivalent to rent reserved under this Agreement for the remainder of the term of the Equipment and (b) the then reasonable rental value of the Equipment for the remainder of the stated term.

Lessor will have all other remedies in its favor existing in law, equity, or bankruptcy, and the remedies in this Agreement will be cumulative and not exclusive.

14. Cross-Default

Lessor and Lessee may supplement this Agreement with schedules and amendments. In addition, Lessor and Lessee may enter into additional lease agreements or sale agreements with each other. A default under this Agreement also constitutes a default under every other agreement the Parties may have with each other. Further, a default under any agreement between Lessor and Lessee constitutes a default under this Agreement.

15. Return of Equipment, Termination of Agreement

At the end of the Term, Lessee must cause the Equipment to be returned to Lessor at any location designated by Lessor. Lessor, in its sole discretion, will determine how the Equipment will be returned to it, and Lessee will provide Lessor with at least fourteen (14) working days' advance notice of its return. The Equipment must be "broom clean" and in the same condition as delivered to Lessee, ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as provided in this Agreement and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee agrees that before the return of the Equipment to Lessor or upon notice of its repossession, Lessee must immediately disconnect all utilities connected to the Equipment, remove all the Lessee's personal property from the Equipment, and vacate the Equipment so that the Equipment can be returned to the Lessor. Whenever Lessor or its agents pick up or repossess the Equipment, Lessee must remove any barriers or restrictions to make the Equipment readily accessible for removal by truck, without additional inconvenience or expense. All site restoration is the responsibility of Lessee. Lessor will not be liable for keeping or storing any personal property of the Lessee left in, on or around the Equipment; such property will be treated as abandoned by Lessee and Lessee consents to the disposal of such personal property by Lessor, at Lessee's expense. Any accessories in addition to the returned Equipment are part of the Equipment and the property of the Lessor. Lessee must reimburse Lessor for all costs incurred related to returning the Equipment, repairing the Equipment, cleaning debris, trash, or personal property left in the Equipment, or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted. Lessee indemnifies, defends, and holds Lessor harmless from all claims of Lessee or third parties arising from any return, retaking, or repossession of the Equipment.

16. Early Termination

The Parties are unable to ascertain the actual damages Lessor will incur if Lessee terminates this Agreement before the Equipment's Minimum Initial Term expires ("Early Termination"). As a reasonable forecast of damages expected to occur upon Early Termination, in addition to all amounts due and owing before the Early Termination and all of Lessor's costs and expenses caused by the Early Termination, Lessee must pay Lessor the following:

- a) If the Equipment is new at the start date of the Minimum Initial Term, Lessee must pay 100% of all remaining lease payments and all other amounts that would have been due under the Equipment's Rental Order had the Early Termination not occurred, less the net proceeds, if any, of re-letting the Equipment after deducting all of Lessor's expenses incurred in connection with the re-letting.
- b) If the Equipment is used at the start date of the Minimum Initial Term, Lessee must pay 50% of all remaining lease payments and all other amounts that would have been due under the Equipment's Rental Order had the Early Termination not occurred, less the net proceeds, if any, of re-letting the Equipment after deducting all of Lessor's expenses incurred in connection with the re-letting.

17. REPOSSESSION



Satellite Shelters, Inc.

Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: 815-588-5412
Mobile: 630-520-1376

Your Satellite Sales Representative:

Andy Majernik

Email: andym@satelliteco.com

Contract Date: 06/21/2022
Contract No.: RQ209736
Rental Insurance Status: NO INS
Insurance Exp Date:

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LESSEE ACKNOWLEDGES THAT, UNDER ARTICLE 13 OF THIS AGREEMENT, LESSOR HAS BEEN GIVEN THE RIGHT TO REPOSSESS THE EQUIPMENT SHOULD AN EVENT OF DEFAULT OCCUR. LESSEE WAIVES THE RIGHT, IF ANY, TO REQUIRE LESSOR TO GIVE LESSEE NOTICE AND A JUDICIAL HEARING BEFORE EXERCISING SUCH RIGHT OF REPOSSESSION.

18. Limited Warranty

EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO THE EQUIPMENT AND ANY MAINTENANCE OR REPAIR WORK PERFORMED BY LESSOR, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON LESSOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES CONTAINED IN THIS AGREEMENT OR ANY OTHER AGREEMENT WITH LESSOR.

19. Limitation of Liability

IN NO EVENT WILL LESSOR BE LIABLE TO LESSEE OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT [OR LOSS OF DATA OR DIMINUTION IN VALUE], OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL LESSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO LESSOR UNDER THE APPLICABLE RENTAL ORDER.

20. Lessor's Assignment

Lessee agrees that nothing contained in this Agreement will prohibit the Lessor, its assigns, and successors from selling, assigning and transferring all of its right, title, and interest in and to this Agreement, the property described in this Agreement, and all monies to become due under this Agreement.

21. Attorney's Fees and Costs

If Lessee defaults, Lessor is entitled to recover from Lessee, in addition to all other items of damages, all costs and expenses, including court costs and reasonable attorneys' fees incurred by Lessor to enforce its rights and remedies under this Agreement.

22. Financing Statement

Lessor is authorized by Lessee to cause this Agreement or other instruments, including Uniform Commercial Code Financing Statements, to be filed or recorded for the purposes of showing Lessor's interest in the Equipment. Lessee agrees to execute any such instruments as Lessor may request from time to time.

23. Miscellaneous

Time is of the essence regarding this Agreement. This Agreement may be signed in any number of counterparts and each will constitute a duplicate original. The Parties agree to execute, or if required, acknowledge such further counterparts of this Agreement or any other documents as may be necessary to comply with the provisions of any applicable law at any time in force which requires the recording of filing of this Agreement or a copy of this Agreement in any public office of the United States or any state or political subdivision, and Lessee agrees to pay the fees or charges imposed by law for any such mandatory filing or recording as well as the amount of any stamps or documentary taxes, federal or state, levied or assessed on this Agreement. The relationship between the Parties is that of Lessor and Lessee and Lessee's only interest under this Agreement is as a Lessee. Lessee does not have and will not acquire any right, title, interest, or equity whatsoever in the Equipment. The Equipment will remain the sole property of the Lessor. The Equipment will remain personal property regardless of its use or manner of attachment to realty.

This Agreement was jointly drafted by the Parties, and the Parties agree that neither should be favored in the construction, interpretation, or application of any provision or any ambiguity. There are no unwritten or oral agreements between the Parties. This Agreement, and any schedules or amendments, constitute the entire understanding and agreement between Lessor and Lessee with respect to the lease of the Equipment superseding all prior agreements, understandings, negotiations, discussions, proposals, representations, promises, commitments, and offers between the Parties, whether oral or written. The provisions of the Agreement are primary, and no provision of this Agreement will be waived, amended, discharged, or modified orally or by custom, usage, or course of conduct, unless such waiver, amendment, or modification is in writing and signed by an officer of each of the Parties.

This Agreement, the Rental Orders, lease schedule(s), attached riders, and any documents or instruments issued or executed under this Agreement will have been made, executed, and delivered in, and will be governed by the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Minnesota. Lessee and Lessor consent to the exclusive jurisdiction of any local, state, or federal court located within Minnesota. Venue must be in Minnesota, and Lessee waives local venue and any objection relating to Minnesota being an improper venue to conduct any proceeding relating to this Agreement. Provisions of this Agreement are severable, and the invalidity of any provision will not affect the validity of any other provision.

It is the policy of Satellite Shelters, Inc., not to discriminate against any employee or applicant for employment because he or she is an individual with a disability or a protected veteran. We encourage you to do the same.

24. Notices

All notices, requests, consents, claim, demands, waivers, and other communications under this Agreement must be in writing, and such notices will become effective when deposited in the United States mail, with proper postage prepaid, addressed to the Parties at such respective addresses appearing in this Agreement, or at such other addresses either Party may from time to time notify the other in writing.

25. Net Lease

This Agreement is a net lease and Lessee's obligations to pay all lease charges and other amounts payable under this Agreement are absolute and unconditional and, except as expressly provided in this Agreement, will not be subject to any: (i) delay, abatement, reduction, defense, counterclaim, set-off, or recoupment; (ii) Equipment failure, defect or deficiency; (iii) damage to or destruction of the Equipment; or (iv) dissatisfaction with the Equipment or otherwise, including any present or future claim against Lessor or the manufacturer, supplier, reseller, or vendor of the Equipment. Except as expressly provided, this Agreement and any Rental Orders will not terminate for any reason, including any defect in the Equipment or Lessor's title of the Equipment or any destruction or loss of use of any item of Equipment.

26. Credit

Lessor has the right to require two (2) years' audited financial statements periodically and other documentation from Lessee for credit approval. Lessor specifically reserves the right to refuse acceptance of any additional Rental Orders to this Agreement if Lessee is in arrears on payment, or inadequate security or credit information is provided by Lessee.



27711 S Frontage Rd
Channahon, IL 60410-9790

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Mobile: 630-520-1376

Your Satellite Sales Representative:

Andy Majernik

Email: andym@satelliteco.com

Contract Date: 06/21/2022

Contract No.: RQ209736

Rental Insurance Status: NO INS

Insurance Exp Date:

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27. Billing, Interest, and Late Charges

Invoicing will be done on a monthly basis. If payment is not received on the due date indicated on an invoice, to compensate Lessor for damages caused by Lessee's failure to pay on time, Lessee must pay interest on all late payments in an amount equal to the lesser of: (a) one and one-half percent (1½%) per month, or (b) the maximum percentage allowed by law, calculated daily and compounded monthly.

LESSEE WILL BE BILLED ON A 28-DAY CYCLE IN ADVANCE. LESSOR WILL NOT PRORATE ANY FRACTION OF A BILLING CYCLE.



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Company:
 City of Des Plaines

Contact:

Ship-To Address:
 City of Des Plaines
 Tom Bueser 847-812-0708
 S Des Plaines River Rd @ Rand
 Des Plaines, IL 60016

Pymt Terms: NET30

Billing Term: 3

Delivery Date (On or About): 08/01/2022

Description	Term	Qty	Unit Price	Total Price	Extended Contract Price	
Mobile Bathroom/Shower Trailer rental	3	28DAYS	1	6,770.00	6,770.00	20,310.00
Delivery		Each	1	650.00	650.00	
Pick Up in Advance		Each	1	650.00	650.00	
On-site water and sewer required		Each				
Supplies & cleaning is not included		Each				
Rental will not be pro-rated at return		Each				

Optional Items - Not Included in Total	Term	Qty	Unit Price	Total Price	Extended Contract Price
* Check and Initial to Add Optional Items to Contract					
<input type="checkbox"/> _____ Pump-out service - per visit		Each	1	450.00	450.00
<input type="checkbox"/> _____ System clean-out charge - ESTIMATED		Each	1	650.00	650.00

Total Recurring Charges	6,770.00	20,310.00
Total One Time Charges	1,300.00	1,300.00
Total Contract		21,610.00

_____ Customer acknowledges that Satellite Shelters will charge a Damage Waiver Fee of 10% of the Trailer Rental Rate for the term of the lease unless a current valid Certificate of Insurance (per Terms and Conditions attached) is on file. In instances where the Damage Waiver Program is unavailable due to location or model restrictions, a Convenience Fee of 10% of the Trailer Rental Rate will be charged unless a current valid Certificate of Insurance (per Terms and Conditions attached) is on file.

Quote expires 30 days from Contract Date. Acceptance of this quote by signature constitutes a Rental Order and acceptance of Satellite Shelters, Inc. (Lessor) Rental Order Terms and Conditions which can be viewed at <https://www.satelliteco.com/download/pdf/SatelliteSheltersRentalOrderTCs.pdf> unless otherwise noted.

Signature: _____ Date: _____
 Print Name: _____ PO #: _____
 Title: _____



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Quote is based upon availability and credit approval. Prices quoted do not include applicable taxes. If project/customer qualifies for exemption to sales tax, a valid certificate must be provided prior to delivery. If valid exemption certificate is received after any billing, tax will be due and exemption will be applied to all future billing.

Quote expires 30 days from Contract Date. Clerical errors are subject to correction. All charges billed in advance, unless otherwise noted. Pricing is based on non-prevailing wage rates with use of non-union labor.

Anchor pricing based on dirt. Additional charges apply to other surfaces, encountering concealed conditions or rock. Anchors do not guarantee prevention of weather-related damages. Building and anchor removal based on disconnecting metal strapping and leaving the anchor head or any foundations below grade. Site/Surface repair/restoration is not included.

Prices assume level, truck-accessible site (both for install & removal) free of obstruction above/below ground with adequate soil bearing (min 3,000 psf) and proper water drainage away from building.

Permits (except transport) and other scopes of work/additional items, including all utilities (supply/connect/disconnect) are not included unless specifically listed herein. Satellite does not warrant that the building meets local codes unless expressly stated.

Quote based on use of Satellite's rental/sale/relocation agreements. For Used sales, all are "as is" without warranty expressed or implied.

Unless a current certificate of insurance is provided or already on file, customer will be required to utilize Satellite's Damage Waiver Program. See full Terms and Conditions linked on page 1 for details.

MRA Customers Only: The MRA on file supersedes all Items 1 - 27 below. This document is for the acknowledgment of equipment and price only. All terms and conditions are as agreed per MRA# listed on page 1 of this document.

1. Term

This Agreement commences on the date the Rental Order is executed ("Effective Date") by and between the company entity named on the Rental Order ("Lessee"), and Satellite Shelters Inc. ("Lessor"), a Minnesota corporation with offices located at 2530 Xenium Lane North, Suite 150, Minneapolis MN 55441. Lessee and Lessor are periodically referred to as the "Parties," and each a "Party." This Agreement covers rental transactions between the parties for mobile and/or modular office equipment and furnishings ("Equipment") as described on Lessor's Rental Orders. Notwithstanding anything to the contrary contained in any job specific Rental Order, pre-printed terms, and conditions (including, without limitation, purported limitations on liability, waivers of rights and remedies, and variations from any of the warranty, guarantee, indemnity and liability, lease term and termination provisions of this Agreement) are of no force or effect and are superseded by the terms and conditions of this Agreement.

This Agreement commences on of the Effective Date and is perpetual, unless terminated in writing with thirty (30) days' notice to the other Party. Any charges or remaining lease term due under Rental Order for the Equipment under this Agreement will continue through the end of the initial minimum term for each specific item of Equipment, subject to provisions of Articles 15 and 16.

The minimum initial term ("Minimum Initial Term") for any item of Equipment is as set forth on page 1 (and two, if any) of Lessor's Rental Order, and will continue month-to-month until terminated subject to the provisions in this Agreement.

2. Insurance, Certificate of Insurance

Policies of Insurance. Lessee, at Lessee's cost and expense, must procure and deliver to Lessor, before delivery to Lessee of the Equipment to be leased in this Agreement, and keep in full force and effect during the entire term of this Agreement or as long as the Equipment is in the care, custody, or possession of Lessee, whichever is later, the following policies of insurance:

(a) Lessee must procure all-risks insurance covering Lessor, as an additional insured and loss payee, for loss of or damage to the Equipment and all of Lessor's property located on, at or adjacent to the building site specified in the Rental Order or while in transit to the building site specified in the Rental Order (including, at a minimum, materials in place or to be used as part of the installation or construction of the Equipment, surplus materials, temporary structures, scaffolding and staging, protective fencing, bridging, forms, and miscellaneous materials and supplies) on a full replacement cost basis. At a minimum, such insurance must cover and must not exclude loss or damage caused by: fire; lightning; explosion; windstorm; hail; riot; civil commotion; vandalism; sprinkler leakage; volcanic action; falling objects; weight of snow, ice or sleet; water damage; flood; earthquake or other earth movement; and collapse. Such insurance must also cover Lessor for loss of business income, loss of rental value or rental income, extra expenses, expediting expenses, debris removal, preservation of property, fire department service charge, pollutant clean-up and removal, increased cost of construction, and electronic data.

(b) Lessee must procure liability insurance covering Lessor, as an additional insured, for sums Lessor becomes obligated to pay because of bodily injury, property damage, or personal and advertising injury to third parties, or for medical expenses to third parties, arising out of, in whole or part, the use or condition of Lessor's Equipment, or any portion of Lessor's Equipment, while in the custody, possession or control of Lessee, with limits of liability of at least \$1,000,000 per occurrence.

The insurance policies required under this section must each have a maximum deductible or self-insured retention of \$5,000, for which Lessee is responsible, must be primary over any policies of Lessor, must contain provisions stating Lessee, and its insurer, waive all subrogation rights against Lessor, and must contain provisions stating that the policies cannot be cancelled or allowed to expire until at least 30 days' after written notice is provided to Lessor.

Certificate of Insurance. Before the effective date of this Agreement, Lessee must provide Lessor with Certificates of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Unless Lessee provides Lessor with a certificate of insurance acceptable to Lessor, in the amounts stated in this section, or Lessee has maintained a blanket insurance certificate on file with Lessor, Lessee is required to utilize Lessor's Damage Waiver Program.

IF A CERTIFICATE OF INSURANCE OR NOTIFICATION OF SELF-ASSUMPTION OF RISK OF LOSS IS NOT RECEIVED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT, LESSEE AGREES TO UTILIZE LESSOR'S DAMAGE WAIVER PROGRAM, UNDER WHICH AN AMOUNT EQUAL TO THE DAMAGE WAIVER PROGRAM BILLING RATE FOR THE EQUIPMENT UNDER AGREEMENT WILL BE ADDED TO THE INVOICE FOR EACH BILLING PERIOD. THE DAMAGE WAIVER PROGRAM IS FOR



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PROPERTY COVERAGE ONLY, SUBJECT TO THE PROVISIONS OF ARTICLE 3. THE DAMAGE WAIVER PROGRAM WILL BE APPLIED TO THIS AGREEMENT FOR THE FULL TERM, UNLESS A CERTIFICATE OF INSURANCE IS PROVIDED TO LESSOR DURING ANY BILLING CYCLE AFTER THE 28-DAY PERIOD SPECIFIED IN THIS AGREEMENT, IN WHICH CASE A MAXIMUM STOP CHARGE AND BILLING CREDIT EQUAL TO THE COST OF THE DAMAGE WAIVER PROGRAM FOR ONE BILLING CYCLE WILL BE MADE UPON THE REQUEST OF LESSEE.

3. Damage Waiver Program (not available for units in Louisiana and Florida)

The Damage Waiver Program is not insurance and does not protect you for liability to others or Lessor.

The Damage Waiver Program is not insurance and does not protect you for liability to others or Lessor. For an additional lease rate as set forth above, Lessor will provide the Damage Waiver for damage or loss to the Equipment under lease. This Damage Waiver Program is subject to a \$1,000 deductible amount, per floor. Therefore, Lessee is solely responsible for the first \$1,000 per floor of damage or loss with respect to the Equipment. This Damage Waiver Program covers only loss or damage to the leased Equipment. Lessee bears sole responsibility for all other direct or incidental losses, damage, or injuries occasioned by its use of the Equipment, including but not limited to personal injuries to employees or third parties or physical damage or loss to real or personal property not included as Equipment under this Agreement. The program does not cover damages from vandalism, flood, named storms, damages caused by Lessee's negligence or any third party not representing Lessee or Lessor, Lessee's willful actions or failure to act, improper use or operation of the Equipment in a manner prohibited by this Agreement, overloading or improper load distribution, failure to perform routine janitorial or cleaning causing damage, or damage caused by Lessee's failure to promptly notify Lessor in writing of items requiring correction or repair, or failure by Lessee to take reasonable precautions against theft or forced entry (theft and forced entry must be accompanied by police report and reported within 3 days).

OPTION TO OFFER DAMAGE WAIVER PROGRAM IS AT LESSOR'S SOLE DISCRETION.

4. Delineation of Responsibility

If an obligation is not expressly stated in this Agreement, then it is not the responsibility of Lessor.

5. Delivery by Lessor

Lessor is not liable to Lessee for any failure or delay in obtaining or delivering the Equipment. By taking delivery, Lessee acknowledges that the Equipment is in good operating order, repair, working condition, and is fit for the purpose for which it is leased. Lessee must provide upon request, a separate Equipment acceptance notification. Lessee is solely responsible for site selection, local code compliance, all zoning approvals, permits (except transport), providing a level (1' in 70') and truck accessible site, both at time of installation and removal, with a bearing surface of a minimum of 3,000 PSF and a site clear of obstructions, both above and below ground. Lessor is not responsible for building settlement or soil heaving due to inadequate foundation. All site restoration is the sole responsibility of Lessee. Lessor is not responsible for unforeseen conditions. If the Lessee does not own the site where Lessee places the Equipment, Lessee must notify the landowner that the Equipment is leased. Lessee will indemnify Lessor if the landowner attempts to assert an ownership interest in the Equipment.

6. Taxes, Fees, and Expenses

In addition to the rental payments, Lessee agrees to pay all costs, expenses, fees, and charges incurred in connection with the Equipment, the use and operation of the Equipment, servicing costs, sales taxes, personal property, and other ad valorem taxes, and all assessments and other governmental charges whatsoever and by whomsoever payable on said Equipment, or on the use, ownership, possession, rental, shipment, transportation, delivery, or operation of the Equipment. However, Lessor will pay licensing and registration fees and federal or state net income taxes against Lessor on or measured by rentals payable under this Agreement, or the net income under this Agreement. Upon Lessor's demand, Lessee will reimburse Lessor for the full amount of any costs, expenses, taxes, fees, or other charges paid by Lessor.

7. Lawful Use, Assignment, and Subletting Prohibited

Lessee will use or permit the use of the Equipment only for lawful purposes and will keep it at the location provided above during the entire lease term. The Equipment must be at all times used and operated in compliance with all laws of any jurisdiction where it is located. Lessor assumes no responsibility for compliance with state or local codes. Lessee will not assign, transfer, sublet, or in any way assign its rights under this Agreement and may not pledge, permit to be liened, mortgage, hypothecate, or otherwise encumber or charge its rights or interests under this Agreement.

Lessee must give Lessor immediate notice of any purported attachment or other judicial process affecting any of the Equipment. Without Lessor's written permission, Lessee may not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of Equipment. If any item of Equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "New Equipment") without Lessor's prior written consent, then all of the New Equipment will become equipment owned by Lessor subject to this Agreement.

8. Indemnity

Lessee indemnifies Lessor and holds Lessor, its officers, agents, and employees harmless of and from all losses, damages, claims, demands, or liability of any kind or nature whatsoever, including legal expenses and attorneys' fees and costs arising from or related to the use, condition, or operation of the Equipment, and by whomsoever used or operated.

9. Maintenance, Damage, and Destruction

Lessee must, at its own expense, at all times keep the Equipment in good and efficient working order, condition, and repair, and must keep and maintain on the Equipment such identification of ownership as Lessor may require. Lessee bears the risk of damage, theft, or destruction of the Equipment from every cause, and must make all replacements, repairs, or substitution of parts or Equipment at its expense, all of which will constitute an accession to the Equipment, and title of the Equipment will vest in Lessor. Should the Equipment be damaged by any reason and be capable of repair, Lessor may repair the same at Lessee's expense, or at Lessor's option, Lessee must repair the same at Lessee's expense to Lessor's specifications, as quickly as circumstances permit. Lessee will be responsible for all damages caused by moisture or water intrusion not reported promptly to Lessor for correction and repair. Lessee will not move Equipment without written permission of Lessor.

Upon the total loss of any or all the Equipment, to such an extent as to make the repair of the Equipment uneconomical in Lessor's sole opinion, Lessor may declare the Equipment a "Total Loss." Upon a Total Loss of the Equipment, Lessee must pay Lessor on the next day for the payment of rent: the rent then due, plus the current market value of the Equipment had a Total Loss not occurred, less all insurance proceeds actually paid or assigned to Lessor from the insurance maintained by Lessee, plus all applicable taxes and fees and transfer taxes (together, the "Total Loss Amounts"). Upon Lessor's receipt of the Total Loss Amount, Lessee's lease obligations will terminate and Lessor will transfer available ownership documents, if any, to Lessee, unless Lessor agrees in writing to dispose of the Equipment and at Lessee's sole cost and expense.

10. Inspection by Lessor

Lessor may inspect the Equipment at any reasonable time, and has the right to post any notice of non-responsibility or any other notice protecting its interest.



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11. Accidents and Claims

Within 24 hours after any accident involving Equipment, Lessee must notify Lessor by telephone and within 48 hours notify Lessor in writing. Said report must state the time, place, and nature of the event; the damage sustained; the addresses of persons involved, persons injured, and witnesses; and any other information relating to said event, and must promptly forward to Lessor all correspondence, notices, or documents received in connection with any claim or demand relating to the Equipment or its operation and must aid in the investigation and defense of all such claims and demands. Nothing in this section modifies the provisions of Article 8 above, in which Lessee holds Lessor harmless and indemnifies Lessor against all these matters, and Lessor will have no responsibility to take any actions in the event of such casualty. Rent will continue to be charged on damaged Equipment until a final settlement check has been received from Lessee's insurance provider in an amount adequate to compensate Lessor.

12. Non-Liability of Lessor

Unless caused by Lessor's gross negligence, Lessor will not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by the Equipment, or by the use, maintenance, operation, handling, or storage of the Equipment, or for the loss of Lessee's business, or damages whatsoever or howsoever caused.

13. Default

Each of the following events is an "Event of Default" as the term is defined in any agreement between the Parties:

- a) If Lessee fails to pay when due any payment or any other amount owing;
- b) If Lessee fails to perform any other term, covenant, or condition of this Agreement or any other agreement between the Parties on Lessee's part to be observed or performed.
- c) If Lessee files for relief under any bankruptcy or similar law for the relief of debtors, or if Lessee makes any assignment for benefit of creditors, or if a receiver is appointed to take possession of any of the assets of Lessee, or any involuntary bankruptcy is filed against Lessee.
- d) If Lessor considers itself insecure.

Upon an Event of Default, the Equipment and any rights of Lessee in the Equipment will be surrendered to Lessor. Lessor may take possession of the Equipment and is authorized by Lessee to enter upon any premises of Lessee without notice for the purpose of taking possession of the Equipment. Lessor may retain all rents and any other amounts paid by Lessee under this Agreement. Repossession by Lessor or the surrender of the Equipment to Lessor will not affect the right of Lessor to recover from Lessee any and all damages that Lessor will have sustained by reason of the breach of any of the covenants, terms, or conditions of this Agreement. Lessee will continue to be responsible for all the rental payments for the remainder of the term of this Agreement and for the payment of any other amounts owing. Nothing in this paragraph is a limitation on Lessor's right to damages.

Upon an Event of Default, Lessor may:

- a) relet the Equipment or any portion of the Equipment for such periods, at such rental amounts as it considers reasonable. After deducting its costs and expenses in such reletting, may apply any net proceeds received to the amounts payable by Lessee under this Agreement, or
- b) sell the Equipment or any portion of the Equipment, and after deducting its costs and expenses in connection with said sale or sales, apply the net proceeds to the amounts payable by Lessee under this Agreement. Lessee must pay any deficiency, as determined by the amount the net proceeds of said sale or reletting is less than the amount to be paid by Lessee under this Agreement, or
- c) cancel and terminate the entire Agreement, and any and all separate Rental Orders made under this Agreement.

Lessor, at its sole option, may recover from Lessee the worth, at the time of the termination, of the excess between: (a) the amount of rent and charges equivalent to rent reserved under this Agreement for the remainder of the term of the Equipment and (b) the then reasonable rental value of the Equipment for the remainder of the stated term.

Lessor will have all other remedies in its favor existing in law, equity, or bankruptcy, and the remedies in this Agreement will be cumulative and not exclusive.

14. Cross-Default

Lessor and Lessee may supplement this Agreement with schedules and amendments. In addition, Lessor and Lessee may enter into additional lease agreements or sale agreements with each other. A default under this Agreement also constitutes a default under every other agreement the Parties may have with each other. Further, a default under any agreement between Lessor and Lessee constitutes a default under this Agreement.

15. Return of Equipment, Termination of Agreement

At the end of the Term, Lessee must cause the Equipment to be returned to Lessor at any location designated by Lessor. Lessor, in its sole discretion, will determine how the Equipment will be returned to it, and Lessee will provide Lessor with at least fourteen (14) working days' advance notice of its return. The Equipment must be "broom clean" and in the same condition as delivered to Lessee, ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as provided in this Agreement and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee agrees that before the return of the Equipment to Lessor or upon notice of its repossession, Lessee must immediately disconnect all utilities connected to the Equipment, remove all the Lessee's personal property from the Equipment, and vacate the Equipment so that the Equipment can be returned to the Lessor. Whenever Lessor or its agents pick up or repossess the Equipment, Lessee must remove any barriers or restrictions to make the Equipment readily accessible for removal by truck, without additional inconvenience or expense. All site restoration is the responsibility of Lessee. Lessor will not be liable for keeping or storing any personal property of the Lessee left in, on or around the Equipment; such property will be treated as abandoned by Lessee and Lessee consents to the disposal of such personal property by Lessor, at Lessee's expense. Any accessories in addition to the returned Equipment are part of the Equipment and the property of the Lessor. Lessee must reimburse Lessor for all costs incurred related to returning the Equipment, repairing the Equipment, cleaning debris, trash, or personal property left in the Equipment, or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted. Lessee indemnifies, defends, and holds Lessor harmless from all claims of Lessee or third parties arising from any return, retaking, or repossession of the Equipment.

16. Early Termination

The Parties are unable to ascertain the actual damages Lessor will incur if Lessee terminates this Agreement before the Equipment's Minimum Initial Term expires ("Early Termination"). As a reasonable forecast of damages expected to occur upon Early Termination, in addition to all amounts due and owing before the Early Termination and all of Lessor's costs and expenses caused by the Early Termination, Lessee must pay Lessor the following:

- a) If the Equipment is new at the start date of the Minimum Initial Term, Lessee must pay 100% of all remaining lease payments and all other amounts that would have been due under the Equipment's Rental Order had the Early Termination not occurred, less the net proceeds, if any, of re-letting the Equipment after deducting all of Lessor's expenses incurred in connection with the re-letting.
- b) If the Equipment is used at the start date of the Minimum Initial Term, Lessee must pay 50% of all remaining lease payments and all other amounts that would have been due under the Equipment's Rental Order had the Early Termination not occurred, less the net proceeds, if any, of re-letting the Equipment after deducting all of Lessor's expenses incurred in connection with the re-letting.

17. REPOSSESSION



Satellite Shelters, Inc.
 Remittance Address
 PO Box 860700
 Minneapolis, MN 55486-0700

Phone: 815-588-5412
 Mobile: 630-520-1376

27711 S Frontage Rd
 Channahon, IL 60410-9790

Your Satellite Sales Representative:

Andy Majernik

Email: andym@satelliteco.com

Contract Date: 06/21/2022
Contract No.: RQ212617
Rental Insurance Status: NO INS
Insurance Exp Date:

Page: 5

LESSEE ACKNOWLEDGES THAT, UNDER ARTICLE 13 OF THIS AGREEMENT, LESSOR HAS BEEN GIVEN THE RIGHT TO REPOSSESS THE EQUIPMENT SHOULD AN EVENT OF DEFAULT OCCUR. LESSEE WAIVES THE RIGHT, IF ANY, TO REQUIRE LESSOR TO GIVE LESSEE NOTICE AND A JUDICIAL HEARING BEFORE EXERCISING SUCH RIGHT OF REPOSSESSION.

18. Limited Warranty

EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO THE EQUIPMENT AND ANY MAINTENANCE OR REPAIR WORK PERFORMED BY LESSOR, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON LESSOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES CONTAINED IN THIS AGREEMENT OR ANY OTHER AGREEMENT WITH LESSOR.

19. Limitation of Liability

IN NO EVENT WILL LESSOR BE LIABLE TO LESSEE OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT [OR LOSS OF DATA OR DIMINUTION IN VALUE], OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL LESSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO LESSOR UNDER THE APPLICABLE RENTAL ORDER.

20. Lessor's Assignment

Lessee agrees that nothing contained in this Agreement will prohibit the Lessor, its assigns, and successors from selling, assigning and transferring all of its right, title, and interest in and to this Agreement, the property described in this Agreement, and all monies to become due under this Agreement.

21. Attorney's Fees and Costs

If Lessee defaults, Lessor is entitled to recover from Lessee, in addition to all other items of damages, all costs and expenses, including court costs and reasonable attorneys' fees incurred by Lessor to enforce its rights and remedies under this Agreement.

22. Financing Statement

Lessor is authorized by Lessee to cause this Agreement or other instruments, including Uniform Commercial Code Financing Statements, to be filed or recorded for the purposes of showing Lessor's interest in the Equipment. Lessee agrees to execute any such instruments as Lessor may request from time to time.

23. Miscellaneous

Time is of the essence regarding this Agreement. This Agreement may be signed in any number of counterparts and each will constitute a duplicate original. The Parties agree to execute, or if required, acknowledge such further counterparts of this Agreement or any other documents as may be necessary to comply with the provisions of any applicable law at any time in force which requires the recording of filing of this Agreement or a copy of this Agreement in any public office of the United States or any state or political subdivision, and Lessee agrees to pay the fees or charges imposed by law for any such mandatory filing or recording as well as the amount of any stamps or documentary taxes, federal or state, levied or assessed on this Agreement. The relationship between the Parties is that of Lessor and Lessee and Lessee's only interest under this Agreement is as a Lessee. Lessee does not have and will not acquire any right, title, interest, or equity whatsoever in the Equipment. The Equipment will remain the sole property of the Lessor. The Equipment will remain personal property regardless of its use or manner of attachment to realty.

This Agreement was jointly drafted by the Parties, and the Parties agree that neither should be favored in the construction, interpretation, or application of any provision or any ambiguity. There are no unwritten or oral agreements between the Parties. This Agreement, and any schedules or amendments, constitute the entire understanding and agreement between Lessor and Lessee with respect to the lease of the Equipment superseding all prior agreements, understandings, negotiations, discussions, proposals, representations, promises, commitments, and offers between the Parties, whether oral or written. The provisions of the Agreement are primary, and no provision of this Agreement will be waived, amended, discharged, or modified orally or by custom, usage, or course of conduct, unless such waiver, amendment, or modification is in writing and signed by an officer of each of the Parties.

This Agreement, the Rental Orders, lease schedule(s), attached riders, and any documents or instruments issued or executed under this Agreement will have been made, executed, and delivered in, and will be governed by the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Minnesota. Lessee and Lessor consent to the exclusive jurisdiction of any local, state, or federal court located within Minnesota. Venue must be in Minnesota, and Lessee waives local venue and any objection relating to Minnesota being an improper venue to conduct any proceeding relating to this Agreement. Provisions of this Agreement are severable, and the invalidity of any provision will not affect the validity of any other provision.

It is the policy of Satellite Shelters, Inc., not to discriminate against any employee or applicant for employment because he or she is an individual with a disability or a protected veteran. We encourage you to do the same.

24. Notices

All notices, requests, consents, claim, demands, waivers, and other communications under this Agreement must be in writing, and such notices will become effective when deposited in the United States mail, with proper postage prepaid, addressed to the Parties at such respective addresses appearing in this Agreement, or at such other addresses either Party may from time to time notify the other in writing.

25. Net Lease

This Agreement is a net lease and Lessee's obligations to pay all lease charges and other amounts payable under this Agreement are absolute and unconditional and, except as expressly provided in this Agreement, will not be subject to any: (i) delay, abatement, reduction, defense, counterclaim, set-off, or recoupment; (ii) Equipment failure, defect or deficiency; (iii) damage to or destruction of the Equipment; or (iv) dissatisfaction with the Equipment or otherwise, including any present or future claim against Lessor or the manufacturer, supplier, reseller, or vendor of the Equipment. Except as expressly provided, this Agreement and any Rental Orders will not terminate for any reason, including any defect in the Equipment or Lessor's title of the Equipment or any destruction or loss of use of any item of Equipment.

26. Credit

Lessor has the right to require two (2) years' audited financial statements periodically and other documentation from Lessee for credit approval. Lessor specifically reserves the right to refuse acceptance of any additional Rental Orders to this Agreement if Lessee is in arrears on payment, or inadequate security or credit information is provided by Lessee.



27711 S Frontage Rd
Channahon, IL 60410-9790

Satellite Shelters, Inc.

Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: 815-588-5412

Mobile: 630-520-1376

Your Satellite Sales Representative:

Andy Majernik

Email: andym@satelliteco.com

Contract Date: 06/21/2022

Contract No.: RQ212617

Rental Insurance Status: NO INS

Insurance Exp Date:

Page: 6

27. Billing, Interest, and Late Charges

Invoicing will be done on a monthly basis. If payment is not received on the due date indicated on an invoice, to compensate Lessor for damages caused by Lessee's failure to pay on time, Lessee must pay interest on all late payments in an amount equal to the lesser of: (a) one and one-half percent (1½%) per month, or (b) the maximum percentage allowed by law, calculated daily and compounded monthly.

LESSEE WILL BE BILLED ON A 28-DAY CYCLE IN ADVANCE. LESSOR WILL NOT PRORATE ANY FRACTION OF A BILLING CYCLE.



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: July 7, 2022
 To: Michael G. Bartholomew, City Manager
 From: John T. Carlisle, AICP, Director of Community & Economic Development *JTC*
 Subject: Zoning Text Amendments Regarding Moving-Vehicle Leasing/Rental

Update: At its July 5, 2022 meeting, the City Council voted 6-0 to approve Ordinance Z-19-22, which relates to moving-vehicle leasing, as revised. The Council revised the approving Ordinance such that “Leasing/Rental Agents, Moving Vehicle” would be established as a *permitted* instead of *conditional* use in the C-3 General Commercial District. All other proposed amendments related to moving-vehicle leasing were retained.

Proposed Zoning and City Code Amendments related to recreational vehicles have been removed from this item and will be reviewed by the Council as a separate item at a later meeting.

Issue: Consideration of the following Zoning Ordinance amendments related to moving vehicles for lease (e.g. U-Haul rental): (i) define commercial vehicles, moving vehicles, and moving-vehicle leasing agents; (ii) add the newly defined moving-vehicle leasing use as a permitted use in the C-3 District, with various limitations; and (iii) add the newly defined moving vehicle leasing use as a permitted use in the M-1 and M-2 Districts.

PIN: Citywide
Petitioner: City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016
Case Number: #22-022-TA
Project Summary: The City of Des Plaines is applying for various zoning text amendments related to moving-vehicle leasing (e.g. U-Haul), in particular to address instances where existing commercial properties and businesses are becoming locations for U-Haul’s “truck sharing” model.

Background: Moving Vehicles

In April 2022, code enforcement staff became aware of multiple moving-vehicle rental enterprises, specifically U-Haul, that had begun operating without permission of the City. The enterprises were add-ons to existing businesses and commercial properties, including a retail establishment within a shopping center, a gas station, a car wash, and an automotive services establishment, all located in the C-3 General Commercial District. While the properties were not overrun with U-Haul vehicles or activity, it was observed that at least a handful of vehicles in each area were parked on the lots at all times. In all four cases,

these operations were separate and subordinate from the core, primary business activities. Staff determined that these operations ran afoul in two ways: a.) the business registrations for these entities had not been updated to accurately reflect the U-Haul operation (Chapter 4-1 of the City Code) and b.) the Zoning Ordinance did not clearly define U-Haul rental and therefore did not provide for an option for these activities.

While accessory uses are generally permitted in all districts, it was determined that U-Haul rental in all instances was subordinate (i.e. smaller than the principal use) but not incidental (i.e. complementary to) the principal uses being conducted at the existing businesses. Therefore, it qualifies as a separate use, specifically a secondary principal use. Consider that this is a different situation than a standalone U-Haul business, often where self-storage is provided (defined as “Commercial Storage Facility”). In this case, the leasing of U-Haul vehicles would be an accessory to commercial storage—it is both incidental *and* subordinate.

To attempt to determine a use category, three existing terms were reviewed, and the intent of all of the terms did not fit.

- *Commercial Motor Vehicle Sales and Leasing*: Definition in Section 12-13-3 of the Zoning Ordinances lists as examples very large vehicles and equipment;
- *Leasing/Rental Agents, Equipment*: Definition lists as examples mostly non-vehicles; and
- *Leasing/Rental Agents, Vehicle*: Definition lists as examples personal and recreational vehicles, likely contemplating traditional rental car establishments.

Therefore, staff notified the violating establishments but suspended enforcement, pending the outcome of zoning text amendments to establish an appropriate regulatory framework. After the regulations would be set up, the establishments would be notified of the new rules and required process, and be given a deadline to come into compliance. To staff, U-Haul rental as a small portion of a larger business, on certain properties, may make sense as an ancillary revenue stream. Staff aspires to carry out the vision of decision makers that the City be business-friendly. However, there may be practical concerns – such as parking availability for the primary use(s) on properties – and aesthetics or adjacent property character that would prevent moving-vehicle leasing from being compatible and reasonable at certain properties. Establishing clear and reasonable rules would strike a balance between supporting local business and addressing concerns.

Proposed Amendments: Moving Vehicles

All proposed amendments are contained in attached approving Ordinance Z-19-22. Additions are **bold, double-underline**. Deletions are ~~struck through~~. Amended sections are provided with some surrounding, unamended text for context. The following is a summary of the proposed amendments:

- Add term definitions for “Vehicle, Commercial” and “Vehicle, Moving.”
- Add a term definition for “Leasing/Rental Agents, Moving Vehicle.”
 - While similar to “Leasing/Rental Agents, Vehicle” – which would be amended to “Leasing/Rental Agents, Vehicle (Non-Moving) to draw a clear distinction – the new term definition expresses for both a principal use and a secondary principal use on a zoning lot (i.e. different from an *accessory* use, but secondary to the *primary*, or main, principal use)
 - The use will carry an off-street parking minimum in addition to the requirement for the primary use of the zoning lot.
- Allow “Leasing/Rental Agents, Moving Vehicle” as a permitted use in the C-3 General Commercial District
 - Newly proposed Footnote 24 caps the number of moving vehicles for lease or display at five. The Footnote requires them to be parked in permanently striped off-street parking spaces and

to follow all other off-street parking requirements, including the sum of the total requirements for all uses on the zoning lot.

- Allow “Leasing/Rental Agents, Moving Vehicle” as a permitted use in the M-1 Limited Manufacturing District and M-2 General Manufacturing District.

PZB Recommendation and Findings of Fact:

The PZB held a public hearing on Tuesday, June 14, and voted 6-0 to recommend approval. Rationale that serves as Findings of Fact on the standards for text amendments (Section 12-3-7.E. of the Zoning Ordinance) is included with the attached excerpt of the June 14 meeting minutes.

City Council Action: Under Section 12-3-7.D. of the Zoning Ordinance, the City Council may approve, approve with modifications, or deny the amendments.

Attachments:

Attachment 1: Letter from PZB Chairman Jim Szabo

Attachment 2: Excerpt of Draft Minutes from the PZB Meeting of June 14, 2022

Ordinance:

Z-19-22: An Ordinance Approving Text Amendments Regarding Leasing of Moving Vehicles



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

June 16, 2022

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

Subject: Planning and Zoning Board (PZB), Zoning Text Amendments, Case #22-022-TA
RE: Consideration of Zoning Text Amendments Related to Recreational Vehicles and Moving-Vehicle Leasing Uses (e.g. U-Haul).

Honorable Mayor and Members of the City Council:

The PZB met on June 14, 2022 to consider the City's Text Amendment request regarding terms, off-street parking regulations, variation options, and use approval processes regarding (i) recreational vehicles and (ii) moving-vehicle leasing (e.g. U-Haul),

1. Staff, on behalf of the City, presented the background and rationale of the amendments, noting the assignment to study and devise amendments came from the City Council.
2. One Board Member (Hofherr) drew upon his experience as a municipal code enforcement officer and suggested a height limitation between 10-12 feet be added to the RV regulations. The Board reviewed other communities' rules in the materials, discussed, and agreed on 12 feet.
3. The Board asked staff to explain the difference between an accessory use and a secondary principal use. Staff read these definitions and provided examples, noting that in the instances recently observed at existing businesses, the leasing of moving vehicles was a secondary principal use but not accessory.
4. At staff's prompting, the Board also discussed the moving-vehicle leasing use and whether permitted or conditional use was most appropriate for the C-3 district. The Board settled on conditional use, which is being passed along in its recommended amendments to the Council.
5. No members of the public spoke on this request.
6. The Planning and Zoning Board *recommended* (6-0) that the City Council *approve* of the request as modified; the modification is to add a height limitation to RVs parked outdoors to 12 feet.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'James Szabo', written in a cursive style.

James Szabo,
Des Plaines Planning and Zoning Board, Chairman
Cc: City Officials/Aldermen

5. Address: Citywide
Case Number: 22-022-TA

Issue: Consideration of the following Zoning Ordinance amendments: (i) establish term definitions for recreational vehicles (RVs), commercial vehicles, moving vehicles, and moving-vehicle leasing agents; (ii) amend existing definitions for vehicle leasing/rental agent and equipment leasing/rental agent; (iii) create a section in the Ordinance to address specifically RV parking regulations; (iv) establish a standard variation from certain RV parking regulations in residential districts; (v) add the newly defined moving vehicle leasing use as a conditional use in the C-3 District, with various limitations; and (vi) add the newly defined moving vehicle leasing use as a permitted use in the M-1 and M-2 Districts.

PIN: Citywide

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

Case Number: #22-022-TA

Project Summary: The City of Des Plaines is applying for various zoning text amendments related to vehicle and use definitions, parking regulations, and relief and approval processes. The proposed amendments cover (i) recreational vehicles and (ii) moving vehicles. Background is provided for each separately, but the amendments (Attachment 1) encompass both issues.

John Carlisle, Director of Community & Economic Development, reviewed the staff report:

Background: RV Regulations

The City Council and City Manager assigned staff in early 2022 to examine the City’s existing RV rules. In particular, the Council and Manager were interested in parking location and size regulations, with an emphasis on vehicles that are not actively or frequently used and those not displayed for sale at a commercial business. They urged staff to compare Des Plaines to other communities. What staff found was Des Plaines does not have regulations on these issues in the Zoning Ordinance, only in the Property Maintenance section of the Construction Regulations of City Code, and further, existing rules do not clearly define a recreational vehicle. Staff provided this cursory research to the Council and Manager, who then asked staff to devise a general summary of a list of potential regulations. Now, staff has been asked to apply for and write full amendments for consideration and recommendation of the PZB, with potential adoption by the Council.

As part of research, staff contacted the Northwest Municipal Conference (NWMC), which provided 2017 survey data results from member communities. These results are Attachment 2. To summarize:

- Like Des Plaines, most communities require RV parking only on a hard surface.
- Some communities also have maximum heights, lengths, and/or widths, while others do not.
- Some communities allow parking only in less-visible portions of properties, such as only in the required rear yard but not in the required front or side yards; and
- Some others establish a minimum distance (setback) from lot lines.

Proposed Amendments: RV Regulations

All proposed amendments are contained in Attachment 1. Additions are **bold, double-underline**. Deletions are ~~struck through~~. Amended sections are provided with some surrounding, unamended text for context. The following is a summary of the proposed zoning amendments relating to recreational vehicles:

- Add a term definition for “vehicle, recreational” that includes terms such as “motor home,” “camper,” “trailer,” and smaller vehicles such as all-terrain, snowmobiles, and jet skis.
- In the off-street parking regulations, add the following restrictions (exempting business uses that conduct the permitted sale of RVs):
 - In residential zoning districts:
 - RVs parked outdoors cannot exceed a certain length and width (tentatively 32 feet in length and 8 feet in width).
 - No more than one RV may be parked outdoors per zoning lot of 10,000 square feet or less. No more than two RVs may be parked outdoors on a zoning lot of 10,000 square feet or greater.
 - No portion of an RV may encroach upon public right-of-way, including streets, sidewalks, driveway aprons, or alleys.
 - Except for loading or unloading for a period of 24 hours, no portion of an RV may be parked nearer to front or corner side lot lines than any portion of the principal structure (i.e. usually a house).
 - A screening mechanism, such as a solid fence or dense row of bushes, no less than six feet in height, must be installed, except where an RV is parked for 24 hours for the purpose of loading or unloading.
 - In non-residential zoning districts:
 - No RV parking in the C-1, C-2, or C-5 districts.
 - Where allowed, RVs may be parked in a required yard but at least five feet from any lot line in an off-street parking space that complies with all other rules (e.g. surface, striping, design).
 - Where abutting or adjacent to a residential district, a screening mechanism must be installed.
 - Variation option:
 - For unique circumstances on properties in a residential district, a standard variation (Planning & Zoning Board) may be granted. All other relief would be a major variation.

Although not within the purview of the PZB, once the Board recommends approval of amendments, the City Council would concurrently consider a small amendment to the City Code, specifically in the Local Amendments to the International Property Maintenance Code (Sub-Sections 302.8 Motor Vehicles and 302.8.1 Parking of Section 10-9-2). A reference to the pertinent sections of the Zoning Ordinance would be added there. The existing rules in those sub-sections would be retained. RVs must be:

- Operable and licensed;
- Not in a state of major disrepair or disassembly;
- Parked or stored either inside an enclosed structure such as a garage *or* in an approved off-street parking area, such as a driveway, carport, or parking lot, as further regulated by Zoning; and

- Cannot be stored on grass, dirt, parkways, or any similar non-hard surface.

Background: Moving Vehicles

In April 2022, code enforcement staff became aware of multiple moving-vehicle rental business operations, specifically U-Haul, that had begun operating without permission of the City. These businesses included a retail establishment within a shopping center, a gas station, a car wash, and an automotive services establishment, all located in the C-3 General Commercial District. While the properties were not overrun with U-Haul vehicles or activity, it was observed that at least a handful of vehicles in each area were parked on the lots at all times. In all four cases, these operations were separate and subordinate from the core, primary business activities occurring there. Staff determined that these operations ran afoul in two ways: a.) the business registrations for these entities had not been updated to accurately reflect the U-Haul operation (Chapter 4-1 of the City Code) and b.) the Zoning Ordinance did not clearly define U-Haul rental. Three existing terms were reviewed, and it was determined the intent of all of the terms did not fit.

- *Commercial Motor Vehicle Sales and Leasing*: Lists as examples very large vehicles and equipment
- *Leasing/Rental Agents, Equipment*: Lists as examples mostly non-vehicles
- *Leasing/Rental Agents, Vehicle*: Lists as examples personal and recreational vehicles, likely contemplating traditional rental car establishments

Therefore, staff notified the violating establishments but suspended enforcement, pending the outcome of zoning text amendments to establish an appropriate regulatory framework. To staff, U-Haul rental as a small portion of a larger business, on certain properties, may make sense as an ancillary revenue stream. Certainly staff aspires to carry out the vision of decision makers that the City be business-friendly. However, there may be practical concerns – such as parking availability for the primary use(s) on properties – and aesthetics or adjacent property character that would prevent moving-vehicle leasing from being compatible necessitates an intentional set of rules.

Proposed Amendments: Moving Vehicles

All proposed amendments are contained in Attachment 1. Additions are **bold, double-underline**. Deletions are ~~struck through~~. Amended sections are provided with some surrounding, unamended text for context. The following is a summary of the proposed zoning amendments relating to recreational vehicles:

- Add term definitions for “Vehicle, Commercial” and “Vehicle, Moving.”
- Add a term definition for “Leasing/Rental Agents, Moving Vehicle.”
 - While similar to *Leasing/Rental Agents, Vehicle*,” this term expresses intent that it may be a secondary principal use on a zoning lot (i.e. different from an *accessory* use, but secondary to the *primary*, or main, principal use)
 - The use will carry an off-street parking minimum in addition to the requirement for the primary use of the zoning lot.

- Allow “Leasing/Rental Agents, Moving Vehicle” as a conditional use in the C-3 General Commercial District
 - Newly proposed Footnote 24 caps the number of moving vehicles for lease or display at five (5). The Footnote requires them to be parked in permanently striped off-street parking spaces and to follow all other off-street parking requirements, including the sum of the total requirements for all uses on the zoning lot.
 - Representatives of U-Haul have asked the City to consider allowing this as a permitted use instead of a conditional use. Given the parameters in the footnote, the Board may feel permitted use is appropriate. Staff has put forth conditional use in the proposed amendments but would change the amendment language based on the Board’s recommendation. In general, permitted use is friendlier to business, but conditional use allows the City to determine the appropriateness of the proposed operations on a case-by-case basis.
- Allow “Leasing/Rental Agents, Moving Vehicle” as a permitted use in the M-1 Limited Manufacturing District and M-2 General Manufacturing District.

Standards for 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. The Board may use the comments as Findings of Fact, modify, or adopt its own.

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;**

Comments: The Comprehensive Plan does not directly address either recreational or moving vehicles, but through its assertion to “preserve and enhance single-family neighborhoods” (p. 11) and strengthen commercial corridors and industrial areas (Chapter 3: Economic Development). Common-sense, reasonable regulations on recreational vehicles and moving vehicles works to achieve that.

PZB Additions or Modifications (if necessary): None

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

Comments: The amendments draw from existing terms, parking regulations, and the structure of the Zoning Ordinance and Map (i.e. districts) to craft regulations that are complementary to existing conditions.

PZB Additions or Modifications (if necessary): None.

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

Comments: The amendments should not have an effect on public facilities and services.

PZB Additions or Modifications (if necessary): None.

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

Comments: By balancing business and private property needs through reasonable restrictions that address aesthetics and character (by considering district type and classification), the amendments should not have an adverse effect on property values. They intend to allow the reasonable use of property without inhibiting the enjoyment of property by adjacent owners and users.

PZB Additions or Modifications (if necessary): None.

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

Comments: The amendments are based in research of regulations in peer communities in the region overall, as well as respond to issues encountered by the City Council and staff, with input from private businesses (i.e. U-Haul).

PZB Additions or Modifications (if necessary): None.

Director Carlisle stated staff was directed to review the Zoning Ordinance and propose amendments to strength the rules as it pertains to parking of large motor homes and campers parked primarily in residential areas.

Director Carlisle reviewed the Recreational Vehicles Parking Survey. Director Carlisle explained that the proposed amendments are standard between other communities and does not feel that imposing the proposed amendments will create issues, but is in line and will fit with other regulations.

Member Hofherr recommended adding a maximum height of 12 feet for a recreational vehicle in Section 12-9-11.

Director Carlisle stated that box trucks, U-Haul type of vehicles are a type of add-on business; they are all located in the C-3 Zoning District. Currently, there is no language in the Zoning Code that fits allowing these secondary use businesses. With the proposed amendments the secondary business would be allowed but has to clearly be related to the principal use.

A motion was made by Board Member Hofherr, seconded by Board Member Fowler, to recommend approval of various zoning text amendments related to vehicle and use definitions, parking regulations, and relief and approval processes, with the modification to add a height limitation of 12 feet to the recreational vehicle rules. The proposed amendments cover (i) recreational vehicles and (ii) moving vehicles.

AYES: Szabo, Veremis, Saletnik, Hofherr, Fowler, Weaver

NAYES: None

ABSTAIN: None

*****MOTION CARRIES UNANIMOUSLY ****

CITY OF DES PLAINES

ORDINANCE Z - 19 - 22

AN ORDINANCE AMENDING THE TEXT OF THE ZONING ORDINANCE OF THE CITY OF DES PLAINES REGARDING LEASING OF MOVING VEHICLES (CASE# 22-022-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, the Zoning Ordinance does not directly define vehicles typically leased for a short period of time for the purpose of moving personal property ("**Moving Vehicles**") nor does the Zoning Ordinance define or clearly regulate a commercial use that conducts the leasing of Moving Vehicles as a principal or secondary principal use; and

WHEREAS, after a review of the Zoning Ordinance, City staff proposes to amend the Zoning Ordinance to (i) clarify the difference between uses involving the lease of Moving Vehicles and uses that involve leasing of other types of vehicles; (ii) establish "Leasing/rental agents, moving vehicles" as a permitted use in the C-3 General Commercial District subject to certain limitations; (iii) establish "Leasing/rental agents, moving vehicles" as a permitted use in the M-1 Limited Manufacturing District and the M-2 General Manufacturing District; (iv) establish definitions for "Leasing/Rental Agents, Moving Vehicle," "Vehicle, Commercial," and "Vehicle, Moving," and amend related existing definitions (collectively, "**Proposed Text Amendments**");

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 May 25, 2022, and held on June 14, 2022; and

WHEREAS, the PZB voted 6-0 to recommend approval of the Proposed Text Amendments; and

WHEREAS, the PZB forwarded its recommendations in writing to the City Council on June 16, 2022;

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. COMMERCIAL DISTRICT REGULATIONS. Table 3, titled “Commercial Districts Use Matrix,” of Section 12-7-3, titled “Commercial District Regulations,” of the Zoning Ordinance is hereby amended to read as follows:

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

Uses	C-1	C-2	C-3	C-4	C-5	C-6	C-7
* * *							
Leasing/rental agents, equipment			C	C			
Leasing/rental agents, vehicles (<u>non-moving</u>)			P		P		
<u>Leasing/rental agents, moving vehicles</u>			<u>P²⁴</u>				
* * *							

Notes:

* * *

24. When a secondary principal use to a lawfully established principal use, the following applies: no more than five moving vehicles may be parked or displayed at one time; and moving vehicles must be parked in a permanently striped off-street parking space in compliance with all regulations of this title and shall not be permitted where the off-street parking facility does not provide enough spaces to satisfy the sum of the minimum requirements for all uses on the zoning lot.

* * *

SECTION 4. MANUFACTURING DISTRICT REGULATIONS. Subsection 12-7-4.G, titled “Manufacturing Use Matrix,” of Section 12-7-4, titled “Manufacturing District Regulations,” of Chapter 7, titled “Districts,” of the Zoning Ordinance is hereby amended to read as follows:

“12-7-4: MANUFACTURING DISTRICTS REGULATIONS:

* * *

“G. Manufacturing Use Matrix:

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

Use s	M-1	M-2	M-3
*	*	*	
Leasing agents, vehicles (<u>moving</u>)	C	P	
<u>Leasing agents, moving vehicles</u>	<u>P</u>	<u>P</u>	
*	*	*	

* * *

SECTION 5. DEFINITION OF TERMS. Section 12-13-3, titled “Definition of Terms,” of Chapter 13, titled “Definitions,” of the Zoning Ordinance is hereby amended as follows:

“12-13-3: DEFINITION OF TERMS:

For the purposes of this title, the following terms shall have the following meanings:

* * *

LEASING/RENTAL AGENTS, VEHICLE **(NON-MOVING)**: An establishment the principal use or purpose of which is for the lease or rental of motorized vehicles, including, but not limited to, automobiles, personal trucks, recreational vehicles, snowmobiles, boats, and motorcycles. "Leasing/rental agents, **vehicle (non-moving) equipment**" shall include accessory car wash and auto detailing, all of which must take place within the primary building or structure. "Leasing/rental agents, **vehicle (non-moving) equipment**" shall not include any use otherwise listed specifically in a zoning district as a permitted or conditional use. The display of motor vehicles for lease shall be allowed in all required yards but may not be in conflict with other provisions of this title. This use shall follow the off-street parking regulation for automotive sales lots to accommodate employee, guest, and related vehicle parking.

LEASING/RENTAL AGENTS, MOVING VEHICLE: An establishment the principal use or purpose of which, or the secondary principal use or purpose of which, is the leasing or rental of moving vehicles. "Leasing/rental agents, moving vehicle" shall not include any use otherwise listed specifically in a zoning district as a permitted or conditional use. The display of moving vehicles for lease shall be allowed in all required yards but may not be in conflict with other provisions of this title. This use shall follow the off-street parking regulation for automotive sales lots to accommodate employee, guest, and related vehicle parking.

VEHICLE, COMMERCIAL: Any vehicle operated for the transportation of persons or property in the furtherance of any commercial enterprise, for-hire or not-for-hire. This definition shall not include a commuter van, a vehicle currently being used for ride-sharing, or a recreation vehicle that is not being used commercially.

VEHICLE, MOVING: A motorized vehicle or similar means of transportation used primarily for the purpose of non-commercial moving of personal property from one location to another. Moving vehicles are typically leased and used on a short-term basis and may include but are not limited to box trucks, pick-up trucks, cargo vans, and small trailers.

* * *

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

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

PASSED this _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

VOTE: Ayes _____ Nays _____ Absent _____

ATTEST:

MAYOR

CITY CLERK

Published in pamphlet form this
____ day of _____, 2022

Approved as to form:

**CITY CLERK
Counsel**

Peter M. Friedman, General

DP-Ordinance Amending Zoning Ordinance Regarding Moving Vehicle Leasing

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, TUESDAY, JULY 5, 2022

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 7:01 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Tuesday, July 5, 2022.

ROLL CALL

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

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

PRAYER AND PLEDGE

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

Mayor Goczkowski took a moment to acknowledge the horrific mass shooting that occurred in Highland Park. Mayor Goczkowski stated on behalf of the City of Des Plaines, that we grieve with the victims; and he asked for a moment of silence for the lives that were lost.

PROCLAMATION

City Clerk Mastalski read a proclamation by Mayor Goczkowski declaring July 26, 2022 as Americans with Disabilities Act Awareness Day.

PUBLIC COMMENT

Resident Douglas Bean advocated for historic preservation of numerous Des Plaines buildings, including the Journal and Topics building.

A few residents commented on the hazardous condition of the sidewalk and street at Graceland Ave and Prairie Ave.

Director of Public Works and Engineering Oakley stated that area is part of the streetscape improvements, and they are waiting on the availability of the paver bricks.

Several residents expressed their concern and objection to a possible new development at the current site of the Journal and Topics Building.

*General Counsel Friedman entered the meeting at 7:30 p.m.

Resident Jim Hansen commemorated the Des Plaines Police Department for their hard work, vigilance, and professionalism on July 4, 2022.

Resident Jennifer Poonsapaya stated there is an issue of graffiti throughout the City, mostly in the parks. She requested direction from the City on what else the residents can do in order to deter graffiti in their neighborhoods.

ALDERMAN ANNOUNCEMENTS

Alderman Lysakowski stated he received a lot of emails and phone calls from residents who were delighted with the parade, fireworks, and the Taste of Des Plaines.

Alderman Zadrozny stated the fireworks were a great performance this year, and he thanked the Police Department, Fire Department, and City staff.

Alderman Brookman thanked City staff and volunteers who helped make the 4th of July parade such a successful event for our residents. She also expressed heartfelt sympathy to the residents of Highland Park.

Alderman Chester stated he supported Alderman Brookman’s comments. He stated we have a problem in this country, and we need to address it adequately; he mentioned it is beyond comprehension how this person had a weapon of war in his possession.

Alderman Smith stated she sends out her thoughts and prayers to the people of Highland Park and the people who lost family members. She also thanked City staff, Police Department, and Fire Department for doing a great job with the parade; and she thanked Alderman Moylan for a wonderful block party.

**MAYORAL
ANNOUNCEMENTS**

Mayor Goczkowski stated he is grateful Des Plaines has Police Chief Anderson in his position. He stated he knows such events as the fireworks and parade are a high-stake undertaking with significant planning in place.

On May 3, 2021, 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 January 3, 2022.

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

Moved by Brookman, seconded by Chester, to extend the May 3, 2021 Declaration of Civil Emergency until the adjournment of the next regular, special, or emergency meeting of the City Council including the Supplement Order dated January 3, 2022.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Ebrahimi

Motion declared carried.

CONSENT AGENDA

Alderman Chester requested Item Number 7, Resolution R-115-22, be removed from the Consent Agenda.

Moved by Brookman, seconded by Chester, to establish the Consent Agenda with the removal of item number 7.

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Ebrahimi

Motion declared carried.

Moved by Brookman, seconded by Lysakowski, to Approve the Consent Agenda with the removal of item number 7.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Ebrahimi

Motion declared carried.

Minutes were approved; Ordinances Z-12-22, Z-14-22 were adopted; Resolutions R-116-22, R-117-22, R-118-22 were adopted.

**APPROVE & AUTH
EXPND OF FUNDS/
ADV SVCS/
ANDERSON LEG
CONSULT
Consent Agenda**

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-116-22, A RESOLUTION APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS PURSUANT TO A PROPOSAL FROM ANDERSON LEGISLATIVE CONSULTING, LTD. FOR INTERGOVERNMENTAL AND LEGISLATIVE ADVOCACY SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-116-22**

**APPROVE TSK ORD
NO 10/ CONST
ENGR SVCS/ HR
GREEN
Consent Agenda**

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-117-22, A RESOLUTION APPROVING TASK ORDER NO. 10 WITH HR GREEN, INC., FOR CONSTRUCTION ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-117-22**

**APPROVE AGRMT/
CONCR IMP/
MARTAN CONST
Consent Agenda**

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-118-22, A RESOLUTION APPROVING AN AGREEMENT WITH MARTAM CONSTRUCTION, INC. FOR THE 2022 CAPITAL IMPROVEMENT PROGRAM CONCRETE IMPROVEMENTS, MFT-22-00000-01-GM. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-118-22**

**SECOND READING/
ORDINANCE
Z-14-22
Consent Agenda**

Moved by Brookman, seconded by Lysakowski, to Approve Ordinance Z-14-22, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A MOTOR VEHICLE SALES USE AT 622 NORTHWEST HIGHWAY, DES PLAINES, ILLINOIS (Case #22-017-CU). Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING/
ORDINANCE
Z-12-22
Consent Agenda**

Moved by Brookman, seconded by Lysakowski, to Approve Ordinance Z-12-22, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A COMMERCIALY-ZONED ASEMBLY USE AT 1730 ELMHURST ROAD, DES PLAINES, ILLINOIS (Case #22-013-CU). Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
MINUTES
Consent Agenda**

Moved by Brookman, seconded by Lysakowski, to Approve the Minutes of the City Council meeting of June 20, 2022, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE PURCH/
PROPERTY/ 620
LEE ST & 1460
MINER ST
Consent Agenda**

Alderman Chester requested Item Number 7, Resolution R-115-22, be removed from the Consent Agenda.

Alderman Chester stated he pulled this item off of the consent agenda so that the residents are aware this is the purchase of the Leela building.

**Resolution
R-115-22**

Resident Chris Walsh stated there is another building he would much rather the City buy – it is located right down the street on Webford Ave.

Resident Steve Vaughan stated he is curious regarding the speed of the purchase, and the reason behind it. He asked where the City is getting the funds to purchase the property.

Resident Douglas Bean stated he would like to see a not-for-profit presence in that building.

Moved by Chester, seconded by Brookman, to Approve Resolution R-115-22, A RESOLUTION AUTHORIZING THE PURCHASE OF THE PROPERTY LOCATED AT 620 LEE STREET AND 1460 MINER STREET, DES PLAINES, ILLINOIS.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Ebrahimi

Motion declared carried.

NEW BUSINESS

FINANCE & ADMINISTRATION – Alderman Zadrozny, Chair

**WARRANT
REGISTER**

Alderman Zadrozny presented the Warrant Register.

**Resolution
R-119-22**

Moved by Zadrozny, seconded by Smith, to Approve the Warrant Register of July 5, 2022 in the Amount of \$3,814,661.32 and Approve Resolution R-119-22.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Ebrahimi

Motion declared carried.

COMMUNITY DEVELOPMENT- Alderman Chester, Chair

**CONSIDER
APPROVING A
CONDITIONAL USE
PERMIT FOR A
MOTOR VEHICLE
SALES AT 550
NORTHWEST HWY**
**Ordinance
Z-15-22**

Director of Community & Economic Development Carlisle reviewed a memorandum dated June 23, 2022.

The petitioner, Sam Jidd of Just Drive It, LLC, is requesting a conditional use to allow a motor vehicle sales use in the C-3 General Commercial district at 550 Northwest Highway. The subject property at 550 Northwest Highway consists of one parcel totaling 23,677 square feet (0.54 acres) and currently contains a 4,387-square-foot, one-story single-tenant commercial building with a lower level and a paved surface parking lot. The subject property is currently accessed by one curb-cut off Northwest Highway but does have access to an alley off the northeast property line via a gate. The existing building is set back approximately 3 feet off the south property line (front) along Northwest Highway, 105 feet from the north property line (rear), 0.05 feet off the west property line (side), and 51 feet off the east property line (side).

Just Drive It is a car dealership looking to locate to Des Plaines at the subject property. The business will utilize the full building in its operations and remodel the building’s interior to provide a 3,530-square-foot open showroom area on the lower level, a 3,843-square-foot office/showroom area on the main level, a 210-square-foot reception area, restrooms on the main and lower levels, and mechanical space on the lower level. The petitioner does plan to update the south exterior of the building with new paint, aluminum mesh façade, and new wall signs. Given that the proposed exterior changes alter a street-facing elevation, all proposed changes must comply with the Building Design Standards in Section 12-3-11 of the Zoning

Ordinance. Metal is a permitted ground story material for a commercial use so the proposed aluminum façade meets this requirement. The proposed hours of operation are 10 a.m. to 8 p.m. Monday through Friday and closed on the weekends. Up to ten employees will be on site at one time.

Just Drive It will have access to the east paved surface parking area for parking for customers and employees. The 7,156-square-foot combined showroom/office areas and original 40 proposed vehicle display spaces require a minimum of 17 parking spaces, including one accessible space. However, the petitioner has recently revised the Site Plan to identify 36 total parking spaces including 16 required customer spaces and 20 vehicle display spaces in order to meet the parking regulations in Section 12-9-7.

The Site Plan identifies the allocation of parking between vehicle display parking and employee parking in addition to labeling the minimum 22-foot-wide travel lane width required for two-way travel in a parking area with 90-degree parking spaces. The revised site plan indicates that the property can accommodate the new parking requirement of 16 spaces, including two handicap accessible spaces, and 20 vehicle display spaces in compliance with all applicable City of Des Plaines codes. There are existing exterior lights on the property that the petitioner does not intend to alter as part of this request. While the proposal intends to utilize existing exterior building lighting and there are no immediate plans to add exterior lighting, staff has added a condition that a Photometric Plan will be required at time of building permit if new exterior lighting is proposed for the subject property.

Staff and the PZB recommended (6-0) that the City Council approve the conditional use request with the five conditions:

1. A Photometric Plan must be submitted at the time of building permit application if new exterior lighting is proposed for the Subject Property.
2. All activities on the Subject Property must be related to the Proposed Use as defined in Section 12- 13-3 of the Zoning Ordinance.
3. That all proposed improvements on the Subject Property must be constructed and maintained in full compliance with all applicable City of Des Plaines codes.
4. The Subject Property must be brought into and remain in conformance with all City of Des Plaines property maintenance code requirements.
5. Except for vehicles displayed for sale, all vehicles parked outdoors on the Subject Property must have valid license plates and registration at all times.

Alderman Smith asked the petitioner questions regarding security, the storage of the car keys, and car drop off times.

The petitioner, Sam Jidd, spoke on his behalf and addressed Alderman Smith's questions.

Alderman Zadrozny asked the petitioner what types of cars they intend on selling.

Moved by Smith, seconded by Zadrozny, to Approve the Ordinance Z-15-22 as revised in accordance with staff recommendations, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A MOTOR VEHICLE SALES USE AT 550 NORTHWEST HIGHWAY, DES PLAINES, ILLINOIS (Case #22-020-CU).

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Ebrahimi

Motion declared carried.

Advanced to second reading by Smith, seconded by Brookman, to Adopt the Ordinance Z-15-22 as revised in accordance with staff recommendations, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A MOTOR VEHICLE SALES USE AT 550 NORTHWEST HIGHWAY, DES PLAINES, ILLINOIS (Case #22-020-CU).

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Ebrahimi

Motion declared carried.

CONSIDER
APPROVING AN
AMENDMENT TO
AN EXISTING
CONDITIONAL USE
PERMIT FOR A
DOMESTIC PET
SERVICE USE AT
676 N. WOLF RD
Ordinance
Z-16-22

Director of Community & Economic Development Carlisle reviewed a memorandum dated June 23, 2022.

The petitioners, Michelle Janczak and Catherine Schilling of Playtime Pup Ranch, are requesting a conditional use amendment to expand an existing domestic pet service use in the C-3 General Commercial District at 676 N. Wolf Road. The business is housed within a tenant space in the Wolf Shopping Plaza, which is generally at the southwest corner of Wolf and Central Roads. The property consists of two parcels totaling 30,930 square feet (0.71 acres) and currently contains an 8,857-square-foot, one-story commercial building with a 182-square-foot outdoor cooler at the rear, 39-space paved parking area to serve the whole center, and a pole sign. The subject property is accessed by one curb cut off Wolf. The existing one-story commercial building is set back approximately 92 feet off the east property line (front) along Wolf Road, 25 feet from the west property line (rear), 3 feet off the north property line (side), and 14 feet off the south property line (side).

Playtime Pup Ranch is a dog daycare, pet retail, boarding, and grooming facility that is located in the northern tenant spaces of the shopping center building. The petitioners desire to expand their existing use into the adjoining 1,000-square-foot tenant space to the south of their current location to expand the pet grooming service area, provide a lunch area for employees, and provide an office area for the business owner. The current hours of operation are 6:30 a.m. to 6:30 p.m. Monday through Friday, 8 a.m. to 5 p.m. on Saturday, and closed on Sunday. The petitioner is not proposing any enlargements or changes to the exterior of the existing building. However, the proposal does include interior remodeling of the existing and new tenant spaces. Given that the tenant spaces in question are located within a shopping center, Section 12-9-7 of the Zoning Ordinance requires a minimum of one parking space for every 1,000 square feet of gross floor area. Thus, a total of 27 parking spaces are required, which is satisfied by the existing parking spaces available.

The dog daycare, boarding, and grooming activities fall within the domestic pet service use, defined in Section 12-13-3 of the Zoning Ordinance as an establishment where the grooming of domestic animals, the accessory sale of miscellaneous domestic pet food and other items, and the temporary boarding of domestic animals is permitted. The subject property is located in the C-3 district and a domestic pet service use requires a conditional use in this district. The current conditional use for a domestic pet service will need to be amended to allow Playtime Pup Ranch to expand into the new tenant space.

The PZB recommended (6-0) that the City Council approve the conditional use amendment request without any conditions. Staff did not recommend any conditions with this request.

Moved by Smith, seconded by Brookman, to Approve the Ordinance Z-16-22, AN ORDINANCE APPROVING AN AMENDMENT TO AN EXISTING CONDITIONAL USE PERMIT FOR A DOMESTIC PET SERVICE USE AT 676 N. Wolf Road, DES PLAINES, ILLINOIS (Case #22-018-CU).

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Ebrahimi

Motion declared carried.

Advanced to second reading by Smith, seconded by Brookman, to Adopt the Ordinance Z-16-22, AN ORDINANCE APPROVING AN AMENDMENT TO AN EXISTING CONDITIONAL USE PERMIT FOR A DOMESTIC PET SERVICE USE AT 676 N. Wolf Road, DES PLAINES, ILLINOIS (Case #22-018-CU).

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Ebrahimi

Motion declared carried.

CONSIDER
APPROVING A
MAJOR
VARIATION TO
ALLOW FOR THE
INSTALLATION OF
A POLE SIGN AT
1285 E. GOLF RD
Ordinance
Z-17-22

Director of Community & Economic Development Carlisle reviewed a memorandum dated June 23, 2022.

The petitioner, Lou Masco of Liberty Flag and Banner on behalf of Auto Krafters, is requesting a major variation to allow for a pole sign at 1285 E. Golf Road on a lot with a lot frontage of 50 feet where a minimum lot frontage of 75 feet is required. This property contains a one-story, 5,332-square-foot building setback roughly 100 feet from Golf Road with a surface parking lot and two accessory structures in the rear yard measuring 2,919 square feet and 539 square feet. The L-shaped subject property is located along Golf Road and is positioned behind an existing Nicor Gas service location also located at 1285 E. Golf Road under PIN 09-17-200-046-0000. The property is accessed from Golf road next to the Nicor Gas service station where the property width measures 50 feet. There is an existing wood pole sign that appears to be installed within the public right-of-way along Golf Road. Given the existing building’s large setback from Golf Road and the existing development on the adjoining parcel at PIN 09-17-200-046-0000, the existing pole sign serves as the only source of identification along Golf Road for the building and its tenants.

The petitioner is requesting the replacement of the existing pole sign, as the pole sign is in disrepair and does not sufficiently identify the businesses in the building for motorists traveling along Golf Road. The petitioner proposes to replace the existing pole sign with a 7.25-foot-tall by 8-foot-wide enclosed pole sign structure with an overall height of 16.25 feet, including a 3-foot-tall by 8-foot-wide electronic message board (EMB). The Zoning Ordinance allows for pole and monument signs to include one EMB sign component so long as this component does not exceed 50 percent of the total sign. As the EMB component yields 24 square feet and the total proposed sign area is 58 square feet, this code requirement is met. The petitioner is also proposing to install a 3-foot-wide landscape bed around the base of the new pole sign as required by the zoning ordinance.

However, pursuant to Section 12-11-6(B) of the Zoning Ordinance, a maximum of one pole sign is permitted for lots having more than 75 feet of street frontage on a single street or highway. The petitioner’s request to construct a pole sign located along a street frontage of less than 75 feet constitute the need for a major variation.

The PZB recommended (6-0) that the City Council approve the major variation request with the two conditions.

If the City Council chooses to approve these requests, staff and the PZB recommend the following conditions:

1. That all appropriate and necessary building permit documents and detail, as determined by the City, are submitted to the City for the Proposed Sign. All permit documents shall be sealed and signed by a design professional licensed in the State of Illinois and must comply with all City of Des Plaines building codes.
2. The Proposed Sign must be designed, positioned, and utilized to meet all applicable City of Des Plaines codes.

Moved by Lysakowski, seconded by Chester, to Approve the Ordinance Z-17-22, AN ORDINANCE APPROVING A MAJOR VARIATION TO ALLOW FOR THE INSTALLATION OF A POLE SIGN AT 1285 E. GOLF ROAD (Case #22-014-V).

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Ebrahimi

Motion declared carried.

Advanced to second reading by Lysakowski, seconded by Chester, to Adopt the Ordinance Z-17-22, AN ORDINANCE APPROVING A MAJOR VARIATION TO ALLOW FOR THE INSTALLATION OF A POLE SIGN AT 1285 E. GOLF ROAD (Case #22-014-V).

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Ebrahimi

Motion declared carried.

**CONSIDER AMDS
TO THE ZONING
ORD REGARDING
REC VEHICLES
(RVs)
Ordinance
Z-18-22**

Director of Community & Economic Development Carlisle reviewed a memorandum dated June 23, 2022.

The City of Des Plaines is applying for various zoning text amendments related to vehicle and use definitions, off-street parking regulations, and relief and approval processes. The proposed amendments cover (i) recreational vehicles and (ii) moving vehicles. The Property Maintenance Code within City Code is proposed to be amended to refer to the newly created zoning regulations.

**CONSIDER AMDS
TO TITLE 10, CH 9,
SEC 2 OF THE CITY
CODE REGARDING
REC VEHICLE (RV)
PARKING
Ordinance
M-20-22**

Background: RV Regulations

The City Council and City Manager assigned staff in early 2022 to examine the City’s existing RV rules. In particular, the Council and Manager were interested in parking location and size regulations, with an emphasis on vehicles that are not actively or frequently used but are parked outdoors on residential properties (distinguished from and those displayed for sale at a commercial business). Staff began by comparing Des Plaines to other communities. Review and research revealed Des Plaines does not have regulations on these issues in the Zoning Ordinance, only in the Property Maintenance section of City Code, and further, existing rules do not clearly define a recreational vehicle. Now, staff on behalf of the City has applied for and written full amendments for potential adoption.

**CONSIDER AMDS
TO THE ZONING
CODE ORD
REGARDING
LEASING OF
MOVING
VEHICLES
Ordinance
Z-19-22**

Proposed Amendments: RV Regulations

The following is a summary of the proposed zoning amendments contained in approving Ordinance Z-18-22, relating to recreational vehicles:

- Add a term definition for “vehicle, recreational” that includes terms such as “motor home,” “camper,” “trailer,” and smaller vehicles such as all-terrain, snowmobiles, and jet skis.

- In the off-street parking regulations, add the following restrictions (exempting business uses that conduct the permitted sale of RVs):
 - In residential zoning districts:
 - RVs parked outdoors cannot exceed a certain length, width, and height: 32 feet in length, 8 feet in width, 12 feet in height.
 - No more than one RV may be parked outdoors per zoning lot of 10,000 square feet or less. No more than two RVs may be parked outdoors on a zoning lot of 10,000 square feet or greater.
 - No portion of an RV may encroach upon public right-of-way, including streets, sidewalks, driveway aprons, or alleys.
 - Except for loading or unloading for a period of 24 hours, no portion of an RV may be parked nearer to front or corner side lot lines than any portion of the principal structure (i.e. usually a house).
 - A screening mechanism, such as a solid fence or dense row of bushes must be installed, except where an RV is parked for 24 hours for the purpose of loading or unloading.
 - In non-residential zoning districts:
 - No RV parking in the C-1, C-2, or C-5 districts.
 - Where allowed, RVs may be parked in a required yard but at least five feet from any lot line in an off-street parking space that complies with all other rules (e.g. surface, striping, design).
 - Where abutting or adjacent to a residential district, a screening mechanism must be installed.
 - Variation option: Given unique circumstances for properties in a residential district, a standard variation (Planning & Zoning Board authority) may be granted. All other relief would be a major variation (City Council authority).

In Ordinance M-20-22, a small amendment the City Code would be made, specifically in the Local Amendments to the International Property Maintenance Code (Sub-Sections 302.8 Motor Vehicles and 302.8.1 Parking of Section 10-9-2). References to the pertinent sections of the Zoning Ordinance would be added there. However, the existing rules in those sub-sections would be retained and are enforceable. RVs must be:

- Operable and licensed;
- Not in a state of major disrepair or disassembly;
- Parked or stored either inside an enclosed structure such as a garage or in an approved off-street parking area, such as a driveway, carport, or parking lot, as further regulated by Zoning; and
- Cannot be stored on grass, dirt, parkways, or any similar non-hard surface.

Background: Moving Vehicles

In April 2022, code enforcement staff became aware of multiple moving-vehicle rental enterprises, specifically U-Haul, that had begun operating without permission of the City. The enterprises were add-ons to existing businesses and commercial properties, including a retail establishment within a shopping center, a gas station, a car wash, and an automotive services establishment, all located in the C-3 General Commercial District. While the properties were not overrun with U-Haul vehicles or activity, it was observed that at least a handful of vehicles in each area were parked on the lots at all times. In all four cases, these operations were separate and subordinate from the core, primary business activities. Staff determined that these operations ran afoul in two ways: a.) the business registrations for these entities had not been updated to accurately reflect the U-Haul operation (Chapter 4-1 of the City Code) and b.) the Zoning Ordinance did not clearly define U-Haul rental and therefore did not provide for an option for these activities.

While accessory uses are generally permitted in all districts, it was determined that U-Haul rental in all instances was subordinate (i.e. smaller than the principal use) but not incidental

(i.e. complementary to) the principal uses being conducted at the existing businesses. Therefore, it qualifies as a separate use, specifically a secondary principal use.

To attempt to determine a use category, three existing terms were reviewed, and the intent of all of the terms did not fit: Commercial Motor Vehicle Sales and Leasing; Leasing/Rental Agents, Equipment; and Leasing/Rental Agents, Vehicle.

Therefore, staff notified the violating establishments but suspended enforcement, pending the outcome of zoning text amendments to establish an appropriate regulatory framework. After the regulations would be set up, the establishments would be notified of the new rules and required process, and be given a deadline to come into compliance. To staff, U-Haul rental as a small portion of a larger business, on certain properties, may make sense as an ancillary revenue stream. Staff aspires to carry out the vision of decision makers that the City be business-friendly. However, there may be practical concerns – such as parking availability for the primary use(s) on properties – and aesthetics or adjacent property character that would prevent moving-vehicle leasing from being compatible and reasonable at certain properties. Establishing clear and reasonable rules would strike a balance between supporting local business and addressing concerns.

Proposed Amendments: Moving Vehicles

The following is a summary of the proposed zoning amendments contained in approving Ordinance Z-19-22 relating to moving-vehicle uses:

- Add term definitions for “Vehicle, Commercial” and “Vehicle, Moving.”
- Add a term definition for “Leasing/Rental Agents, Moving Vehicle.”
 - While similar to “Leasing/Rental Agents, Vehicle” – which would be amended to “Leasing/Rental Agents, Vehicle (Non-Moving) to draw a clear distinction – the new term definition expresses for both a principal use and a secondary principal use on a zoning lot (i.e. different from an accessory use, but secondary to the primary, or main, principal use).
 - The use will carry an off-street parking minimum in addition to the requirement for the primary use of the zoning lot.
- Allow “Leasing/Rental Agents, Moving Vehicle” as a conditional use in the C-3 General Commercial District
 - Newly proposed Footnote 24 caps the number of moving vehicles for lease or display at five. The Footnote requires them to be parked in permanently striped off-street parking spaces and to follow all other off-street parking requirements, including the sum of the total requirements for all uses on the zoning lot.
 - Representatives of U-Haul have asked the City to consider allowing this as a permitted use instead of a conditional use. Given the parameters in the footnote, the Council may feel permitted use is appropriate. The Planning and Zoning Board (PZB) has recommended conditional use in the C-3 District. In general, permitted use is a friendlier process to business, but conditional use allows the City to determine the appropriateness of the proposed operations on a case-by-case basis.
- Allow “Leasing/Rental Agents, Moving Vehicle” as a permitted use in the M-1 Limited Manufacturing District and M-2 General Manufacturing District.

PZB Recommendation:

The PZB voted 6-0 to recommend approval with one modification to the amendments as presented by staff: The Board added a height limitation of 12 feet for recreational vehicles. This modification has been included with the amendments for Council’s consideration of Ordinance Z-18-22.

Discussion by the Aldermen ensued regarding the details of the Ordinances.

City Council consensus was to direct staff to come back with an ordinance that addresses a screening requirement for larger vehicles, and an ordinance that includes regulation for commercial vehicles; also allowing more time for further discussion regarding regulation specifications.

Moved by Moylan, seconded by Brookman, to Postpone the Ordinance Z-18-22 to the City Council meeting on August 1, 2022 for staff revisions, AN ORDINANCE AMENDING THE TEXT OF THE ZONING ORDINANCE OF THE CITY OF DES PLAINES REGARDING RECREATIONAL VEHICLES (CASE# 22-022- TA).

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Ebrahimi

Motion declared carried.

Moved by Brookman, seconded by Chester, to Postpone the Ordinance M-20-22 to the City Council meeting on August 1, 2022 for staff revisions, AN ORDINANCE AMENDING SECTION 10-9-2 OF THE DES PLAINES CITY CODE REGARDING RECREATIONAL VEHICLE PARKING.

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Ebrahimi

Motion declared carried.

Moved by Chester, seconded by Brookman, to Approve the Ordinance Z-19-22 reflecting it to be a permitted use instead of a conditional use, AN ORDINANCE AMENDING THE TEXT OF THE ZONING ORDINANCE OF THE CITY OF DES PLAINES REGARDING LEASING OF MOVING VEHICLES (CASE# 22-022-TA).

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Ebrahimi

Motion declared carried.

ADJOURNMENT

Moved by Brookman, seconded by Chester to adjourn the meeting. The meeting adjourned at 9:00 p.m.

Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS _____

DAY OF _____, 2022

Andrew Goczkowski, MAYOR



FINANCE DEPARTMENT

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

MEMORANDUM

Date: July 6, 2022
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-128-22, July 18, 2022 Warrant Register

Recommendation: I recommend that the City Council approve the July 18, 2022 Warrant Register Resolution R-128-22.

Warrant Register.....\$4,291,374.81

Estimated General Fund Balance

Balance as of 03/31/2022: \$31,411,433

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-128-22

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.

July 18, 2022

City of Des Plaines

Warrant Register 07/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Department: 00 - Non Departmental						
1	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-2143541:1	Medical Reimbursement 10/22/2021	97.45
2	4631	Nonresident Ambulance Fees	7814 Medicare B Illinois	DPIL-2143541:1	Medical Reimbursement DOS 10/22/2021	389.78
Total 00 - Non Departmental					487.23	

Elected Office						
Division: 110 - Legislative						
3	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	385.88
Total 110 - Legislative					385.88	

Division: 120 - City Clerk						
4	6000	Professional Services	8197 American Legal Publishing Corporation	179593	Codify Ordinances Per Agreement 06/16/2022	2,627.52
5	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	42.32
6	6100	Publication of Notices	1050 Journal & Topics Newspapers	188203	Legal Notice - Treasurer's Report 06/22/2022	2,400.00
7	6100	Publication of Notices	1069 Paddock Publications Inc	219238	Legal Notice - 2022 CIP Sidewalk Alley and Curb Imprv 06/06/2022	36.45
Total 120 - City Clerk					5,106.29	

Total 10 - Elected Office					5,492.17
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City Administration						
Division: 210 - City Manager						
8	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	22-12	Traffic Court and Administrative Hearings 06/13-06/24/2022	1,910.00
9	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	42.32
10	7000	Office Supplies	1644 Warehouse Direct Inc	5268510-0	2 Boxes of Copy Paper	102.92
Total 210 - City Manager					2,055.24	

Division: 230 - Information Technology						
11	6000	Professional Services	5934 Tyler Technologies Inc	045-383992	Professional Services for Logos HR Module 06/15/2022	915.00
12	6000	Professional Services	8395 Sentinel Technologies, Inc	T311637	Time & Material Services Regarding Cisco Call Manager 05/26/2022	275.00
13	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	342.74
14	6300	R&M Software	8655 Bluum of Minnesota LLC	871535	5 Bright Sign Network Software Licenses-Renewal 6/19/22-6/18/23	620.00
15	6300	R&M Software	4715 SHI International Corporation	B15375488	Software to Remote Connect to Switches 6/9/22-6/8/25	130.35
16	6300	R&M Software	6936 Flycast Partners Inc	FCPI4517-02	RemedyForce Service Desk Renewal 8/21/22 - 8/20/23	3,307.00
17	6305	R&M Equipment	7910 BeyondTrust Corporation	IN0066056	Support Maintenance Renewal 8/1/22 - 7/31/23	2,594.05
18	7005	Printer Supplies	1820 Datasource Ink	22623	2 Toner Cartridges for Various Printers	300.00
Total 230 - Information Technology					8,484.14	

City of Des Plaines

Warrant Register 07/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 240 - Media Services						
19	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	162.97
20	6108	Public Relations & Communications	1050 Journal & Topics Newspapers	188165	2022 Taste of Des Plaines Advertisements 06/15/2022	3,000.00
21	6195	Miscellaneous Contractual Services	3294 AVI Systems Inc	88807340	Council Chamber AV Support Annual Subscription 6/11/22-6/10/23	6,050.00
22	6535	Subsidy - Youth Commission	8422 Pro-Am Team Sports LLC	3935	175 T-Shirts for Youth Commission Co-Rec Softball League	2,052.78
23	7000	Office Supplies	1644 Warehouse Direct Inc	5252633-0	2022 Taste of Des Plaines Supplies and Office Supplies	16.47
24	7000	Office Supplies	1644 Warehouse Direct Inc	5252633-1	Corkboard for Media Services Office	33.61
25	8015	Equipment	6694 Key Code Media Inc	095242	R-155-21 & R-202-21- Control Room Upgrades	13,556.00
Total 240 - Media Services					24,871.83	

Division: 250 - Human Resources						
26	5340	Pre-Employment Testing	8533 Justifacts Credential Verification	350385	6 Pre-Employment Background Screenings 4/29-5/21/2022	530.03
27	5560	Unemployment Claims	2243 Sedgwick CMS	450003101128	07/19/2022 - 10/18/2022 Unemployment Insurance	550.00
28	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	42.32
29	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	3226	Job Ad - Mechanic-Vehicle Maintenance 12/03-12/22/2021	50.00
30	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	3702	Job Posting - CED Executive Assistant 6/21 - 7/5/2022	50.00
31	7000	Office Supplies	1644 Warehouse Direct Inc	5249924-1	2 Boxes of Blue Folders	119.74
32	7500	Postage & Parcel	1041 Federal Express	7-789-09629	Delivery Service 06/03/2022	8.19
Total 250 - Human Resources					1,350.28	

Total 20 - City Administration					36,761.49
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Department: 30 - Finance						
33	6000	Professional Services	1200 Speer Financial Inc	d4/22-2	2022 Continuing Disclosure for General Obligation Bonds	1,130.00
34	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	101.99
35	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	45.33
36	7000	Office Supplies	1644 Warehouse Direct Inc	5269760-0	3 Rulers, 1 Pair of Scissors, 1 Pack of Tape, Etc.	60.38
37	7200	Other Supplies	1644 Warehouse Direct Inc	5260418-1	3 Packages of Plastic Forks	17.85
Total 30 - Finance					1,355.55	

Community Development						
Division: 410 - Building & Code Enforcement						
38	6000	Professional Services	3337 HR Green Inc	153352	Bldg Inspection & Plan Review Services May 2022 R-206-21	10,841.50
39	6000	Professional Services	5764 GovTempUSA LLC	3981647	Permit Tech Assistance-Clerical Weeks Ending 06/05 & 06/12/2022	2,520.00

City of Des Plaines

Warrant Register 07/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
40	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	476.57
41	7320	Equipment < \$5,000	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	379.98
Total 410 - Building & Code Enforcement					14,218.05	

Division: 420 - Planning & Zoning						
42	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	78.33
43	6100	Publication of Notices	1050 Journal & Topics Newspapers	188029	Legal Notice for CDBG Annual Plan 06/01-06/07/2022	251.00
Total 420 - Planning & Zoning					329.33	

Division: 430 - Economic Development						
44	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	32.32
Total 430 - Economic Development					32.32	

Total 40 - Community Development					14,579.70
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Public Works & Engineering						
Division: 100 - Administration						
45	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	99.37
Total 100 - Administration					99.37	

Division: 510 - Engineering						
46	6000	Professional Services	1394 Gewalt Hamilton Associates Inc	5913.900-1	Task Order 1-Traffic Control Study-3rd @ Prairie 05/01-05/29/22	4,185.00
47	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	324.63
Total 510 - Engineering					4,509.63	

Division: 520 - Geographic Information Systems						
48	6195	Miscellaneous Contractual Services	1107 Ayres Associates	200310	Task Order #1 - Aerial Photography 03/31 - 06/04/2022	13,000.00
Total 520 - Geographic Information Systems					13,000.00	

Division: 530 - Street Maintenance						
49	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	414.54
50	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	20180	Branch Pick Up - 60016 - 06/10/2022	11,204.34
51	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	20341	Emergency Tree Storm Damage - 06/16/2022	11,927.40
52	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	20433	Branch Pick Up - 60018 - 06/24/2022	11,204.34
53	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	20451	Tree Trimming - Center St Parade Route - 06/28/2022	11,903.71
54	6195	Miscellaneous Contractual Services	7409 Aquamist Plumbing & Lawn Sprinkling Co Inc	119938	Irrigation Control Removal - Northwest Hwy - 06/09/2022	1,696.46
55	6195	Miscellaneous Contractual Services	8471 Dura Bilt Fence Company II Inc	13778	Fence Repairs - Ellinwood - 06/14/2022	1,495.00

City of Des Plaines

Warrant Register 07/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
56	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	225676	Plant Replacement - Metra Train Station - 06/11/2022	2,434.00
57	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	225677	Plant Replacement - Ellinwood - 06/11/2022	2,377.00
58	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	225678	Brick Repairs - Library - 06/15/2022	1,780.00
59	6195	Miscellaneous Contractual Services	2016 Signarama	42940	4 Adhesive Backed Vinyl QR Code Signs 05/18/2022	59.50
60	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS459930	Street Sweeping - Downtown, Lots, Lanes - 06/15/2022	900.00
61	6325	R&M Street Lights	1044 H&H Electric Co	39179	Damaged Cable Repair - Oakton/Bittersweet - 05/03/2022, R-29-22	3,118.29
62	6325	R&M Street Lights	1044 H&H Electric Co	39180	Streetlight Fixture Repair- Dempster/J. Schwab Rd-5/6/22, R-29-22	3,033.20
63	7020	Supplies - Safety	1192 Sherwin Industries Inc	SS093772	Driver & Nitrile Gloves - Street Department	435.10
64	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	2021792	Pro Organizer	19.98
65	7035	Supplies - Equipment R&M	1043 WW Grainger Inc	9350217064	4 Square Bolts for New Chipper	36.00
66	7050	Supplies - Streetscape	1057 Menard Incorporated	00098	5 Cans Spray Paint & Foam Frame - Ellinwood/Miner	29.14
67	7055	Supplies - Street R&M	1057 Menard Incorporated	00129	4-Cycle Gas & Fuel Premix for Sign Post Driver	17.94
68	7055	Supplies - Street R&M	1057 Menard Incorporated	00130	Bolts, Screws, Washers, Nuts, Chalk - Taste of Des Plaines	61.42
69	7055	Supplies - Street R&M	1057 Menard Incorporated	00463	Paint Trays, Paint Brushes, Rollers, Paint, Primer	135.79
70	7055	Supplies - Street R&M	1732 Traffic Control & Protection Inc	111821	New Style Zoning Materials - Plasticade	383.90
71	7055	Supplies - Street R&M	4177 Uline Inc	149883714	1 Carton Trash Can Liners	82.10
72	7055	Supplies - Street R&M	1057 Menard Incorporated	592	Staples - Sign Postings	12.47
73	7055	Supplies - Street R&M	1174 3M Company	9417327589	1 Roll Graphic Film - Sign Making	711.88
74	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	97308	2.04 Tons Asphalt - Potholes - 06/15/2022	126.48
75	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	97920	1.28 Tons Asphalt - Potholes on Sherwood - 06/20/2022	79.36
76	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	98199	2.56 Tons Asphalt - Potholes - 06/22/2022	158.72
77	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	98330	2.58 Tons Asphalt - Sewer Repair - 06/23/2022	159.96
78	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	98476	1.52 Tons Asphalt - Potholes - 06/24/2022	94.24
79	7200	Other Supplies	1057 Menard Incorporated	00850	ZEP, Magnets, Nuts, Cords, Etc. - Parade	107.15
80	7200	Other Supplies	1057 Menard Incorporated	321	Cable Ties & LED Light Bulbs - Taste of Des Plaines	35.97
81	7200	Other Supplies	4093 White Cap LP	50019012405	Marking Paint - Center St Parade Route	176.24
82	7200	Other Supplies	1047 Home Depot Credit Svcs	9022165	Bunting, Magnets, Weather Shield - Parade	137.36
Total 530 - Street Maintenance					66,548.98	

City of Des Plaines

Warrant Register 07/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Division: 535 - Facilities & Grounds Maintenance					
83	6015	Communication Services	1552 Verizon Wireless	9908769848 Communication Services 05/14-06/13/2022	177.11
84	6110	Printing Services	1233 Press Tech Inc	49562 2 Boxes of Business Cards 06/23/2022	50.00
85	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	30299 Cleaning Services - 7 Buildings - July 2022, R-185-19	8,240.00
86	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4122564812 Mat Service - Metra Train Station - 06/15/2022	35.55
87	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4122564833 Mat Service - Police Station - 06/15/2022	128.85
88	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4123245132 Mat Service - Metra Train Station - 06/22/2022	35.55
89	6315	R&M Buildings & Structures	1025 Bedco Inc	097901 PM - Gun Range - 06/02/2022	120.00
90	6315	R&M Buildings & Structures	1025 Bedco Inc	097918 Service Contract - June 2022, R-167-19	637.50
91	6315	R&M Buildings & Structures	1025 Bedco Inc	097918 Service Contract - June 2022, R-167-19	637.50
92	6315	R&M Buildings & Structures	1025 Bedco Inc	097945 PM - Gun Range - 06/22/2022	120.00
93	6315	R&M Buildings & Structures	8471 Dura Bilt Fence Company II Inc	13815 Fence Installation - PW - 06/21-06/23/2022	17,175.00
94	6315	R&M Buildings & Structures	8262 Automatic Fire Systems Inc	3356 Reduced Pressure Zone Repair - City Hall - 06/14/2022	1,431.00
95	7000	Office Supplies	1644 Warehouse Direct Inc	5266494-0 Bulletin Boards, Markers, Pens, Pads - Public Works	47.22
96	7025	Supplies - Custodial	1029 Cintas Corporation	4122564798 Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	112.52
97	7025	Supplies - Custodial	1029 Cintas Corporation	4123245104 Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	151.64
98	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	2245 9V Battery	7.73
99	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	2258 Dolly - City Hall	40.49
100	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	5021425 Tools & Tape Measure	20.97
101	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	9020874 Cordura Zipper Bag & Modular Crimper	60.94
102	7035	Supplies - Equipment R&M	1047 Home Depot Credit Svcs	4075649 Bit Set, Filters, & Dust Bags	99.88
103	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1094887 Passage Latch Set - Metro Parking Deck	118.50
104	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1095315 Building Keys - PW Superintendent	34.64
105	7045	Supplies - Building R&M	2028 Northwest Electrical Supply	17537588 Electrical Supplies - PW Mechanic's Shop	25.37
106	7045	Supplies - Building R&M	1057 Menard Incorporated	179 Electrical Tape, GFCI Outlet, Pigtails - Metro Sq Parking Deck	32.04
107	7045	Supplies - Building R&M	1057 Menard Incorporated	190 Pigtails, 20 Steel Outlet Plates, Etc. - Fire Station #62	48.16
108	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2279 Outlet for Police Station	7.19
109	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2295 Screws, Switch, Fasteners - City Hall	4.52
110	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2296 2 Fly Sticks - Police	14.38

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
111	7045	Supplies - Building R&M	1057 Menard Incorporated	301	Scrub Brush, Pail, Gloves, Detergent, Etc. - 1486 Miner St.	29.26
112	7045	Supplies - Building R&M	1057 Menard Incorporated	325	Shop Lights - PW Shop	718.88
113	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4083006	Electrical Supplies - IT Remodel	250.79
114	7045	Supplies - Building R&M	1057 Menard Incorporated	450	Flange Kit & Crack Sealer - 1486 Miner	44.96
115	7045	Supplies - Building R&M	1057 Menard Incorporated	471	Plastic Tarp & Tape - City Hall	34.94
116	7045	Supplies - Building R&M	1057 Menard Incorporated	502	2 Plastic Tarps - City Hall	19.98
117	7045	Supplies - Building R&M	1057 Menard Incorporated	503	2 Electric Breakers - PW	13.08
118	7045	Supplies - Building R&M	1057 Menard Incorporated	53	Flap Polish Set, Putty Knives, & Crack Sealer - 1486 Miner	45.96
119	7045	Supplies - Building R&M	1057 Menard Incorporated	54	Gutter Screen & 2 Downspouts - PW	12.64
120	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6021227	Epoxy & Epoxy Chips - 1486 Miner	55.26
121	7045	Supplies - Building R&M	1057 Menard Incorporated	688	Bungees, Air Conditioner, Batteries - Fire Station #61	623.73
122	7045	Supplies - Building R&M	1057 Menard Incorporated	833	Sand, Kitchen Brush, Tape, Pail, Etc. - IT Remodel	74.92
123	7045	Supplies - Building R&M	1057 Menard Incorporated	846	Gloves, Plastic Bonder, Etc. - Fire Station #62	34.84
124	7045	Supplies - Building R&M	1057 Menard Incorporated	869	Drywall - IT Remodel	153.72
125	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9020904	Sand Disc Paper & Self Leveling Sealant - 1486 Miner	44.66
126	7045	Supplies - Building R&M	5214 State Industrial Products	902486755	Primezyme, Fragrance Packs, & Batteries - City Hall	402.04
127	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9392566	Ice Machine Cleaner & Foaming Coil Cleaner - Fire Station #62	19.97
128	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9392604	Repair Parts - Fire Station #62	33.26
129	7045	Supplies - Building R&M	1550 Addison Building Material Co	972314	Metal Studs & Metal Track - IT Remodel	396.80
130	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/057207	Electric Supplies - PW	5.25
131	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/057266	Outdoor Exit LED Sign - PW	318.71
132	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/057474	Weather Proof Box Extension - Metro Parking Deck	18.53
133	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/057531	Electric Line Wire - PW Vehicle Foreman's Office	39.53
134	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/057539	16 LED Lights - City Hall	77.12
135	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	Q21287	Door System Wire	323.19
136	7140	Electricity	1033 ComEd	0459113083-06/22	Electricity Service 05/13-06/14/2022	6,080.23
137	7140	Electricity	1033 ComEd	2685017085-06/22	Electricity Service 05/05-06/06/2022	99.00
138	7140	Electricity	1033 ComEd	4974385007-06/22	Electricity Service 05/10-06/09/2022	23.48
139	7140	Electricity	1033 ComEd	4974507003-06/22	Electricity Service 05/05-06/06/2022	367.11

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
140	7140	Electricity	1033 ComEd	5310666002-06/22	Electricity Service 05/05-06/06/2022	910.67
Total 535 - Facilities & Grounds Maintenance					40,886.76	

Division: 540 - Vehicle Maintenance						
141	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	100.04
142	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	3.42
143	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2298332	57 Tires Recycled - 06/18/2022	357.96
144	6135	Rentals	1029 Cintas Corporation	4122500389	Mechanic's Uniform Rental - 06/15/2022	187.11
145	6135	Rentals	1029 Cintas Corporation	4123174606	Mechanic's Uniform Rental - 06/22/2022	187.11
146	6190	Tow/Storage/Abandoned Fees	5874 Suburban Towing & Recovery Inc	162205	Tow Service - Fire 7606 - 06/17/2022	503.12
147	6195	Miscellaneous Contractual Services	8481 Linde Gas & Equipment Inc	11136715	Cylinder Rental - 05/20-06/20/2022	795.88
148	6310	R&M Vehicles	1674 Spring-Align of Palatine, Inc	121357	Lid & 6 Linch Pins 06/21/2022 - PW 5102	573.63
149	6310	R&M Vehicles	3157 Nemeth Glass of Illinois Inc	169661	Windshield Replacement 06/20/2022 - PW 5043	399.32
150	7035	Supplies - Equipment R&M	1078 Acme Truck Brake & Supply Co	01_267029	O-Rings, QR1 Valve, Etc. - PW 5032, Fire Stock, PW 9032	4.05
151	7035	Supplies - Equipment R&M	1078 Acme Truck Brake & Supply Co	01_267034	Oil Cap O-Rings & 4 Plugs - PW 5032	8.71
152	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	2270	Galvanized Nipple, Caps, & Tee - PW 5PW1	10.77
153	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	829776	Hydraulic Filter & Fuel Filter - PW 5029	23.79
154	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	829802	Flasher - Police 6914	11.18
155	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	829903	Hose End Fittings - PW 5055	31.56
156	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	830044	Trailer Jack - Police 6018	84.27
157	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W01450	Radiator Hose - PW 5033	115.03
158	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W01521	Rods, Support Rings, Snap Rings, & Seal Kit - PW 5027	788.89
159	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W01522	Returned Coolant Tube - PW 5033	(457.12)
160	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_265745	Clamp Return - PW 5029	(12.68)
161	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_267029	O-Rings, QR1 Valve, Etc. - PW 5032, Fire Stock, PW 9032	85.14
162	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0283696	A/C Line - PW 2029	90.73
163	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0284687	Brake Pads - Police Stock	106.44
164	7040	Supplies - Vehicle R&M	1699 Metal Supermarkets Villa Park	1027839	6 Angle Irons - PW 5082	163.80
165	7040	Supplies - Vehicle R&M	1045 Havey Communications	11655	Opticon Emitter - Police 6070	349.00
166	7040	Supplies - Vehicle R&M	1354 MPC Communications & Lighting Inc	22-1017	Emergency Lighting - Fire Stock	456.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
167	7040	Supplies - Vehicle R&M	1354 MPC Communications & Lighting Inc	22-1080	4 LED Tail Lights - Fire 7522	115.00
168	7040	Supplies - Vehicle R&M	1501 Foster Coach Sales Inc	24184	2 Speakers - Fire 7702	382.80
169	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-119871	Sway Link Kit - PW 2040	41.76
170	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-119874	Sway Bar Return - PW 2040	(19.12)
171	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-120707	Oil Filter - PW 2030	7.48
172	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-120710	Oil Filter - PW 2030	15.99
173	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-120711	Returned Oil Filter - PW 2030	(7.48)
174	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-121029	Wheel Nuts - PW 2036	8.82
175	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-121142	2 Sway Bar Link Kit - PW 2039	109.36
176	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-121165	Starter - PW 2039	93.81
177	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-121166	Starter Core Returned - PW 2039	(40.00)
178	7040	Supplies - Vehicle R&M	1450 Terrace Supply Co	28230	Returned Spool - PW Stock	(86.82)
179	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1295359	Wheel Lugs - Police Stock	56.40
180	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	410961087	2 Tire - PW 2030	235.92
181	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	530259P	Sensor - Police 6090	316.78
182	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	530293P	V-Belt & Tensioner - Police 6086	99.06
183	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	530520P	Shaft, Seal, Retainer, Bearing, Ring - PW 2030	209.75
184	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	530600P	Ambient Temp Sensor - Police 6090	12.98
185	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	829617	Brake Caliper & Core Deposit - Police 6068	155.89
186	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	829644	Brake Caliper & Kit - Police 6068	165.05
187	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	829672	Returned 5 Brass Fittings - Fire 7511	(9.60)
188	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	829689	Antifreeze - Fire 7802	131.88
189	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	829710	Warranty Credit, Caliper Bolt Return, Core Deposit - Police 6068	(160.47)
190	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	829718	Battery Disconnect - Police 6040	9.26
191	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	829774	Serpentine Belt, Core & Alternator - Police 6901	194.31
192	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	829850	Core Return - Police 6068	(106.05)
193	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	830026	4 Cabin Filters - PW Stock	25.12
194	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	830027	10 Adapter Plugs	33.40
195	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	830029	Refrigerant - Fire Stock	360.00
196	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	830302	3 Oil Filters & 2 Cab Filters - PW Stock	33.53
197	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	830337	Belt Tensioner, Belt Idler Pulley, & Belt - PW 5044	96.54
198	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	830379	2 Wheel Hubs - PW 2036	255.00
199	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	830424	Exhaust Pipes - Fire 7522	19.83
200	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	830709	Brake Pads & Rotors - PW 5102	353.68
201	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	830830	Control Arm - PW 2039	74.84
202	7040	Supplies - Vehicle R&M	7649 Altorfer Industries Inc	P6AC0035653	Hydraulic Fluid - Fire 7609	77.16
203	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101062724:04	3 Fuel Filters - Fire Stock	64.17
204	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101075745:01	Emergency Brake Cable - Fire 7702	18.67
205	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101075919:01	Antifreeze - Fire Stock	107.16
206	7120	Gasoline	8331 Avalon Petroleum Company Inc	457080	5,004 Gals Unleaded Gasoline - 06/15/2022, R-163-20	18,851.82

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207	7130 Diesel	8331 Avalon Petroleum Company Inc	023474	2,002 Gals Bio Diesel Fuel - 06/15/2022, R-163-20	9,662.08
208	7320 Equipment < \$5,000	1450 Terrace Supply Co	70534880	Welder Foot Control & Nozzles - PW Equipment	785.75
209	7320 Equipment < \$5,000	8454 NAPA Auto Parts	830360	Vacuum Pump Oil - PW Shop	12.15
210	7320 Equipment < \$5,000	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	105.48
Total 540 - Vehicle Maintenance					37,836.29

Total 50 - Public Works & Engineering	162,881.03
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Police Department					
Division: 100 - Administration					
211	6015 Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	179.28
Total 100 - Administration					179.28

Division: 610 - Uniformed Patrol					
212	5325 Training	1661 Northwestern University	20576	Crash Invest 2 Class for 1 Evidence Tech 9/26/-10/7/2022	1,295.00
213	6015 Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	1,781.45
214	7300 Uniforms	1489 JG Uniforms Inc	101115	Uniforms for New Officer	326.85
215	7320 Equipment < \$5,000	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	829.90
Total 610 - Uniformed Patrol					4,233.20

Division: 620 - Criminal Investigation					
216	5325 Training	3535 Tri-River Police Training Region MTU# 16	5138	Lead Homicide Investigator Class (2 Det) 6/13-6/17/2022	1,500.00
217	6015 Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	968.77
218	6195 Miscellaneous Contractual Services	1683 Thomson Reuters	846306711	Investigations Database 4/1-4/30/2022	333.87
Total 620 - Criminal Investigation					2,802.64

Division: 630 - Support Services					
219	6015 Communication Services	8484 PTS Communications Inc	2088933	3 Public Pay Phones Monthly Fee 7/1-7/31/2022	228.00
220	6015 Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	428.20
221	6110 Printing Services	1233 Press Tech Inc	49596	1 Box of Business Cards 06/23/2022	25.00
222	6310 R&M Vehicles	8555 Speedy Shine Car Wash	04	43 Car Washes April 2022	172.00
223	7015 Supplies - Police Range	5197 Kieslers Police Supply Inc	IN193182	3 Cases of 9mm Ammunition	792.00
224	7200 Other Supplies	1018 Anderson Lock Company LTD	1095658	Special Cut Key (4), Standard Cut Key (8)	65.12
225	7200 Other Supplies	1644 Warehouse Direct Inc	5264506-0	Napkins and Plastic Knives	38.71
226	7310 Publications	7971 Blue 360 Media LLC	IN2205102478	Illinois Criminal and Traffic Law Manual (3)	235.37
227	7320 Equipment < \$5,000	1244 Ray O'Herron Company Inc	2200881	10 MK-3 Mace Spray for New Hires	165.00
Total 630 - Support Services					2,149.40

Total 60 - Police Department	9,364.52
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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fire Department						
Division: 100 - Administration						
228	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	273.92
229	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8001771953	On-Site Shredding Station 61 05/26/22	99.09
Total 100 - Administration					373.01	

Division: 710 - Emergency Services						
230	5345	Post-Employment Testing	1267 Northwest Community Hospital	26842	Occupational Health Services 03/02-03/28/2022	3,514.00
231	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	967.85
232	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	756.67
233	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-22-07	R-141-13 Monthly Dispatch Service July 2022	66,642.00
234	6310	R&M Vehicles	8602 Legacy Fire Apparatus	INV-17028	On-Going Vehicle Maintenance R-85-22-Eng. 62-05/31/22 & 06/13/22	2,031.61
235	6310	R&M Vehicles	8602 Legacy Fire Apparatus	INV-17034	On-Going Vehicle Maintenance R-85-22-Eng. 61-06/13/22 & 06/16/22	1,968.89
236	6315	R&M Buildings & Structures	1748 Novak & Parker Inc	C762759	Dryer Repair - Replaced Roller 03/11/22 - Station 62	221.95
237	7200	Other Supplies	3297 Bound Tree Medical LLC	84572282	10 BP Cuffs, Stretcher, 3 Stabilization Straps, Patient Strap	1,220.85
238	7300	Uniforms	3212 On Time Embroidery Inc	100674	10 Shirt Badges - New Hires	890.00
239	7300	Uniforms	3212 On Time Embroidery Inc	100751	Shirt Badge - Battalion Chief	89.00
240	7300	Uniforms	3212 On Time Embroidery Inc	101090	3 S/S Polos - Battalion Chief	138.00
241	7300	Uniforms	3212 On Time Embroidery Inc	101487	3 Stryke Trousers - Lieutenant	228.00
242	7300	Uniforms	3212 On Time Embroidery Inc	102088	3 T-Shirts, Cargo Pants, Trousers, BDU Shorts - Engineer	216.00
243	7300	Uniforms	3212 On Time Embroidery Inc	102089	7 S/S, 1 L/S T-Shirts - Paramedic	91.00
244	7300	Uniforms	3212 On Time Embroidery Inc	92026	Company Boot - Battalion Chief	119.00
245	7300	Uniforms	3212 On Time Embroidery Inc	92721	Company Boot - Paramedic	129.00
246	7300	Uniforms	3212 On Time Embroidery Inc	93802	Company Boot - Paramedic	129.00
247	7300	Uniforms	3212 On Time Embroidery Inc	99497	2 S/S Polos - Paramedic	92.00
248	7300	Uniforms	3212 On Time Embroidery Inc	99501	3 Tactical S/S Polos - Paramedic	150.00
249	7300	Uniforms	3212 On Time Embroidery Inc	99858	3 S/S Polos - Paramedic	138.00
250	7300	Uniforms	3212 On Time Embroidery Inc	99999	2 S/S Polos - Battalion Chief	92.00
251	7320	Equipment < \$5,000	1148 WS Darley & Co	17467399	4 Jumbo Lok Brackets	267.51
252	7320	Equipment < \$5,000	1148 WS Darley & Co	17467736	12 Yellow, 6 Black Hose Straps	332.34
253	7320	Equipment < \$5,000	1080 Air One Equipment Inc	182255	13 Suspenders - Regular/Long	556.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
254	7320	Equipment < \$5,000	7261 FireCraft Safety Products LLC	22-2608 5 Pellistor, 2 Hydrogen Sulfide, 5 Oxygen Sensors	2,053.93
Total 710 - Emergency Services					83,034.60

Division: 720 - Fire Prevention						
255	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	137.97
Total 720 - Fire Prevention					137.97	

Division: 730 - Emergency Management Agency						
256	6015	Communication Services	1936 DTN LLC	6145187	2022 Weather and Billing Support for EMA - 07/08/22-08/07/22	401.00
257	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	42.32
Total 730 - Emergency Management Agency					443.32	

Total 70 - Fire Department					83,988.90
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Department: 75 - Fire & Police Commission						
258	5340	Pre-Employment Testing	5372 COPS & FIRE Personnel Testing Service	107266	Pre-Employment Psychological Testing Services 05/11/2022	450.00
Total 75 - Fire & Police Commission					450.00	

Department: 90 - Overhead						
259	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	255036	Collections for Services May 2022 - Ambulance Fees	10,711.97
Total 90 - Overhead					10,711.97	

Total 100 - General Fund					326,072.56
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Fund: 207 - TIF #7 Mannheim/Higgins South						
260	6000	Professional Services	1332 Kane McKenna & Associates	18672	TIF Consulting Service FY2022 05/05/2022	262.50
Total 207 - TIF #7 Mannheim/Higgins South					262.50	

Fund: 208 - TIF #8 Oakton						
261	6195	Miscellaneous Contractual Services	5635 Weber Group Management Inc	WG22-282	Asbestos Abatement - 1396 Oakton - 06/18/2022	17,600.00
Total 208 - TIF #8 Oakton					17,600.00	

Fund: 230 - Motor Fuel Tax Fund						
262	6155	Sidewalk Improvements	1402 DiNatale Construction Inc	2021Concrete-P9F	2021 CIP Concrete Improvements 12/01-04/30/2022-FINAL R-82-21	25,000.00
263	7140	Electricity	1033 ComEd	0193753007-06/22	Electricity Service 05/10-06/09/2022	80.78
264	7140	Electricity	1033 ComEd	0237106099-06/22	Electricity Service 05/05-06/06/2022	252.29
265	7140	Electricity	1033 ComEd	0392121005-06/22	Electricity Service 05/05-06/06/2022	114.48
266	7140	Electricity	1033 ComEd	0445091056-06/22	Electricity Service 05/05-06/06/2022	266.29
267	7140	Electricity	1033 ComEd	0725000037-06/22	Electricity Service 05/06-06/07/2022	27.26
268	7140	Electricity	1033 ComEd	1273119011-06/22	Electricity Service 05/06-06/07/2022	1,846.02
269	7140	Electricity	1033 ComEd	1521117181-06/22	Electricity Service 05/05-06/06/2022	273.01

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270	7140	Electricity	1033 ComEd	2493112068-06/22	Electricity Service 05/05-06/06/2022 36.86
271	7140	Electricity	1033 ComEd	2607132134-06/22	Electricity Service 05/04-06/03/2022 205.26
272	7140	Electricity	1033 ComEd	2644104014-06/22	Electricity Service 05/04-06/03/2022 179.31
273	7140	Electricity	1033 ComEd	2901166089-06/22	Electricity Service 05/05-06/06/2022 645.09
274	7140	Electricity	1033 ComEd	2943015087-06/22	Electricity Service 05/20-06/21/2022 15,111.93
275	7140	Electricity	1033 ComEd	3471079047-06/22	Electricity Service 05/05-06/06/2022 30.33
276	7140	Electricity	1033 ComEd	6045062008-06/22	Electricity Service 05/05-06/06/2022 77.39
277	8100	Improvements	1402 DiNatale Construction Inc	2021Concrete-P9F	2021 CIP Concrete Improvements 12/01-04/30/2022-FINAL R-82-21 32,564.52
278	8100	Improvements	1328 John Neri Construction Company Inc	2022-CIP-MFT-P1	2022 CIP MFT Street & Util Imp 06/03-06/27/2022 R-92-22 15,501.65
Total 230 - Motor Fuel Tax Fund					92,212.47

Fund: 250 - Grant Projects Fund					
Program: 2520 - Capital Grants					
279	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	193258-0L60001	Legal Fees-Ballard Rd Sidepath-2520 Ballard Rd 3/18-3/31/22 877.50
280	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	194322-0L60001	Legal Fees-Ballard Rd Sidepath-2520 Ballard Rd 4/20/22-4/21/22 292.50
Total 2520 - Capital Grants					1,170.00

Total 250 - Grant Projects Fund	1,170.00
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Fund: 260 - Asset Seizure Fund					
Program: 2610 - Customs					
281	7320	Equipment < \$5,000	1133 CDS Office Technologies	INV493745	Panasonic Toughbook and Mounting Equipment Squad 86 5,418.00
282	7320	Equipment < \$5,000	1133 CDS Office Technologies	INV493745	Panasonic Toughbook and Mounting Equipment Squad 86 27.00
Total 2610 - Customs					5,445.00

Program: 2620 - DEA					
283	5325	Training	3713 Niznik, Richard	Reimb 4/25-4/29	Meals for Training Event 4/25-4/29/2022 IL Crisis Neg Conf-Det 110.40
284	5325	Training	3712 Anderson, Alyce	Reimb 4/25-4/29	Meals for Training Event 4/25-4/29/2022 IL Crisis Neg Conf-Ofcr 110.40
285	5325	Training	8497 Banda, Adam	Reimb 4/25-4/29	Meals for Training Event 4/25-4/29/2022 IL Crisis Neg Conf-Det 110.40
286	5325	Training	8493 Hanson, Robert	Reimb 4/25-4/29	Meals for Training Event 4/25-4/29/2022 IL Crisis Neg Conf-Ofcr 110.40
287	5325	Training	8494 Garcia, Jessica	Reimb 4/25-4/29	Meals for Training Event 4/25-4/29/2022 IL Crisis Neg Conf-Ofcr 110.40
288	7300	Uniforms	1164 Uniform Den East Inc	79888	Helix Brand Level II Ballistic Vests (1 New Officer) 612.09
Total 2620 - DEA					1,164.09

Total 260 - Asset Seizure Fund	6,609.09
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City of Des Plaines

Warrant Register 07/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 400 - Capital Projects Fund					
289	6000	Professional Services	1123 Christopher B Burke Engineering LTD	175178 R-49-22 TO #1 Area 4 Drainage Imp 4/18-5/28/22	47,372.50
290	6015	Communication Services	1552 Verizon Wireless	9908769848 Communication Services 05/14-06/13/2022	83.33
291	6315	R&M Buildings & Structures	8582 Path Construction Company Inc	1-FINAL 2022 Bridge Repairs 2/22/22 - 5/31/22 Final Payment R-45-22	78,859.60
Total 400 - Capital Projects Fund					126,315.43

Fund: 420 - IT Replacement Fund					
292	8005	Computer Hardware	1035 Dell Marketing LP	10591157245 Dell USB Soundbar	312.60
Total 420 - IT Replacement Fund					312.60

Fund: 500 - Water/Sewer Fund					
Non Departmental					
Division: 550 - Water Systems					
293	5325	Training	5581 Schmid, Michael	Reimb 06/23/2022 Reimb Taxi/Meals-WaterCon 06/11-06/16/2022-Water Foreman	318.94
294	5325	Training	4281 Watkins, Timothy	Reimb 06/23/2022 Reimb Taxi/Meals-WaterCon 06/11-06/16/2022-PW Asst Dir	361.16
295	5325	Training	8608 Greenfield, Robert	Reimb 06/23/2022 Reimb Taxi/Meals-WaterCon 06/11-06/16/2022-Supt	319.31
296	5325	Training	4121 Burton, Brian	Reimb 06/23/2022 Reimb Meals-WaterCon 06/11-06/16/2022-Water Operator	264.50
297	6015	Communication Services	1552 Verizon Wireless	9908769848 Communication Services 05/14-06/13/2022	846.69
298	6195	Miscellaneous Contractual Services	5995 Wunderlich-Malec Services Inc	20042 PLC Program Service Call - Maple - 05/03/2022	1,630.15
299	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	220331 Meter Bench Test - 06/16/2022	28.00
300	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	220332 28 Meter Bench Tests - 06/16/2022	784.00
301	6195	Miscellaneous Contractual Services	4022 M E Simpson Co Inc	38808 Hydrant Maint & Flow Testing - 06/01-06/16/2022, R-37-22	23,354.00
302	7000	Office Supplies	1644 Warehouse Direct Inc	5266494-0 Bulletin Boards, Markers, Pens, Pads - Public Works	232.68
303	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	830679 Air Filter - PW 9009	27.18
304	7035	Supplies - Equipment R&M	1575 Pirtek O'Hare	OH-T00018088 4 Nipples - PW 9037	12.01
305	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_267029 O-Rings, QR1 Valve, Etc. - PW 5032, Fire Stock, PW 9032	27.02
306	7045	Supplies - Building R&M	1057 Menard Incorporated	40 Brass Bushing, Hole Cover, Sink Tailpiece, Etc. - Maple St	58.97
307	7070	Supplies - Water System Maintenance	2053 USA Bluebook	016697 Pressure Transmitter for Pressure Monitoring Point	483.71
308	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	2151 Ball Cock	24.27
309	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	2311 3 Rolls Duct Tape - Shop	16.17
310	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	258016-000 Flange Gasket & Safety Coupling	145.86
311	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	258035-000 Safety Coupling	477.40
312	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	258118-000 Adapters, Valves, Bolts, Nuts, Megalugs, Etc.	1,466.67
313	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	258140-000 Brass Caps	253.74

City of Des Plaines

Warrant Register 07/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
314	7070	Supplies - Water System Maintenance	1072 Prairie Material	890548736	2.0 Cu Yds Concrete - Sidewalk - 06/20/2022	250.50
315	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R092041	Repair Sleeve	97.47
316	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	06022022	Wholesale Water Purchase - May 2022 - 06/02/2022, R-183-14	350,399.20
317	7120	Gasoline	8331 Avalon Petroleum Company Inc	457080	5,004 Gals Unleaded Gasoline - 06/15/2022, R-163-20	2,595.00
318	7130	Diesel	8331 Avalon Petroleum Company Inc	023474	2,002 Gals Bio Diesel Fuel - 06/15/2022, R-163-20	584.85
319	7140	Electricity	1033 ComEd	0718079040-06/22	Electricity Service 05/05-06/06/2022	72.97
320	7140	Electricity	1033 ComEd	1602149012-06/22	Electricity Service 05/04-06/03/2022	83.90
321	7140	Electricity	1033 ComEd	2382141015-06/22	Electricity Service 05/05-06/06/2022	38.60
322	7140	Electricity	1033 ComEd	2902009038-06/22	Electricity Service 05/03-06/02/2022	165.81
323	7140	Electricity	1033 ComEd	3526170000-06/22	Electricity Service 05/03-06/02/2022	46.18
324	7140	Electricity	1033 ComEd	4436122006-06/22	Electricity Service 05/13-06/14/2022	7,744.31
325	7140	Electricity	1033 ComEd	5646761001-06/22	Electricity Service 05/03-06/02/2022	23.69
326	7140	Electricity	1033 ComEd	6152054027-06/22	Electricity Service 05/04-06/03/2022	3,395.04
327	7320	Equipment < \$5,000	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	414.95
Total 550 - Water Systems					397,044.90	

Division: 560 - Sewer Systems						
328	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	493.65
329	6015	Communication Services	1552 Verizon Wireless	9908769848	Communication Services 05/14-06/13/2022	72.02
330	6310	R&M Vehicles	1202 Standard Equipment Co	W08141	Main Pressure Reel & Hydraulic Repairs - PW 8021 - 04/27/2022	10,946.21
331	6505	Subsidy - Sewer Lateral Program	8647 McGregor, Agnes	SLP22-005	Sewer Lateral Rebate 06/22/2022	4,000.00
332	6505	Subsidy - Sewer Lateral Program	8646 Lorvig, Pamela R	SLP22-006	Sewer Lateral Rebate 06/22/2022	727.05
333	6505	Subsidy - Sewer Lateral Program	8645 Rentas, Jedediah j	SLP22-007	Sewer Lateral Rebate 06/22/2022	3,690.00
334	6505	Subsidy - Sewer Lateral Program	8644 Ryza, Ruth A	SLP22-008	Sewer Lateral Rebate 06/22/2022	2,400.00
335	6505	Subsidy - Sewer Lateral Program	1771 Jacobson, John C	SLP22-009	Sewer Lateral Rebate 06/22/2022	2,608.50
336	6505	Subsidy - Sewer Lateral Program	5385 MacDonald, Gregory A	SLP22-010	Sewer Lateral Rebate 06/27/2022	3,000.00
337	6505	Subsidy - Sewer Lateral Program	8659 Gasior, Diana	SLP22-011	Sewer Lateral Rebate 06/27/2022	3,600.00
338	6505	Subsidy - Sewer Lateral Program	8658 Sweeney, Michael H	SLP22-012	Sewer Lateral Rebate 06/27/2022	2,850.00
339	6505	Subsidy - Sewer Lateral Program	8661 Babczak, David F	SLP22-013	Sewer Lateral Rebate 06/29/2022	1,612.58
340	6510	Subsidy - Flood Assistance	8651 Langois, Carol D	FRP22-009	Flood Rebate 06/22/2022	1,560.00

City of Des Plaines

Warrant Register 07/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
341	6510	Subsidy - Flood Assistance	8650 Soldan, Geralyn M	FRP22-010	Flood Rebate 06/22/2022	2,000.00
342	6510	Subsidy - Flood Assistance	8649 Plata, Dante H	FRP22-011	Flood Rebate 06/22/2022	2,000.00
343	6510	Subsidy - Flood Assistance	8648 Doligosa, Candelaria A	FRP22-012	Flood Rebate 06/22/2022	1,200.00
344	6510	Subsidy - Flood Assistance	8657 Rothfield, Caroline	FRP22-013	Flood Rebate 06/27/2022	589.20
345	6510	Subsidy - Flood Assistance	8662 Adam, Paula J	FRP22-014	Flood Rebate 06/27/2022	2,000.00
346	7020	Supplies - Safety	4093 White Cap LP	50018958266	Earplugs - Sewer	23.85
347	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	830356	Core Deposit Return - PW 8000	(288.00)
348	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	2257	Nozzle Gun	8.09
349	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	2268	Weed Whip Trim Line	14.39
350	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	2297	Chainsaw Chain	20.66
351	7075	Supplies - Sewer System Maintenance	4093 White Cap LP	50018983512	Saw Blade	186.19
352	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890554516	2.0 Cu Yds Concrete - 1396 Oakton - 06/23/2022	250.50
353	7120	Gasoline	8331 Avalon Petroleum Company Inc	457080	5,004 Gals Unleaded Gasoline - 06/15/2022, R-163-20	1,296.36
354	7130	Diesel	8331 Avalon Petroleum Company Inc	023474	2,002 Gals Bio Diesel Fuel - 06/15/2022, R-163-20	215.53
355	7140	Electricity	1033 ComEd	0096017042-06/22	Electricity Service 05/05-06/06/2022	1,879.62
356	7140	Electricity	1033 ComEd	0575134020-06/22	Electricity Service 05/03-06/02/2022	218.23
357	7140	Electricity	1033 ComEd	0640144010-06/22	Electricity Service 05/05-06/06/2022	72.97
358	7140	Electricity	1033 ComEd	0762050019-06/22	Electricity Service 05/06-06/07/2022	21.56
359	7140	Electricity	1033 ComEd	2038128006-06/22	Electricity Service 05/03-06/02/2022	52.21
360	7140	Electricity	1033 ComEd	2148094073-06/22	Electricity Service 05/06-06/07/2022	63.38
361	7140	Electricity	1033 ComEd	3240002012-06/22	Electricity Service 05/25-06/24/2022	473.10
362	7140	Electricity	1033 ComEd	3461136053-06/22	Electricity Service 05/04-06/03/2022	39.62
363	7140	Electricity	1033 ComEd	3526009006-06/22	Electricity Service 05/05-06/06/2022	102.51
364	7140	Electricity	1033 ComEd	3657136067-06/22	Electricity Service 05/05-06/06/2022	79.94
365	7140	Electricity	1033 ComEd	4995025051-06/22	Electricity Service 05/04-06/03/2022	27.21
366	7140	Electricity	1033 ComEd	5060090016-06/22	Electricity Service 05/06-06/08/2022	180.63
367	7140	Electricity	1033 ComEd	5814097012-06/22	Electricity Service 05/05-06/06/2022	26.82
368	7140	Electricity	1033 ComEd	6331089024-06/22	Electricity Service 05/03-06/02/2022	223.44
Total 560 - Sewer Systems						50,538.02

City of Des Plaines

Warrant Register 07/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Division: 580 - CIP - Water/Sewer					
369	8100	Improvements	1328 John Neri Construction Company Inc	2022-CIP-MFT-P1 2022 CIP MFT Street & Util Imp 06/03-06/27/2022 R-92-22	273,979.03
Total 580 - CIP - Water/Sewer					273,979.03

Total 00 - Non Departmental	721,561.95
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Department: 30 - Finance					
370	6015	Communication Services	1552 Verizon Wireless	9908769848 Communication Services 05/14- 06/13/2022	65.98
371	6025	Administrative Services	7615 Sebis Direct Inc	38687 Utility Bill Rendering Services for 06/20/2022	1,354.35
Total 30 - Finance					1,420.33

Total 500 - Water/Sewer Fund	722,982.28
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Fund: 510 - City Owned Parking Fund					
372	7060	Supplies - Parking Lots	1057 Menard Incorporated	397 2 ZEP Cleaner - Parking Decks	54.30
373	7060	Supplies - Parking Lots	1047 Home Depot Credit Svcs	4021510 Repair Coupling for Pipes at Library Parking Deck	30.22
374	7060	Supplies - Parking Lots	1047 Home Depot Credit Svcs	5021424 Electric Outlet Cover for the Library Deck	8.22
375	7060	Supplies - Parking Lots	1057 Menard Incorporated	515 Supplies to Repair Drains at Library Parking Deck	157.28
376	7060	Supplies - Parking Lots	1057 Menard Incorporated	697 PVC Pipe - Library Deck	38.96
377	7060	Supplies - Parking Lots	2215 Dreisilker Electric Motors Inc	I214575 New Sump Pump Motor for Library Deck	769.31
378	7060	Supplies - Parking Lots	2215 Dreisilker Electric Motors Inc	I214967 Electric Starter for the Pump in Library Deck	409.44
379	7060	Supplies - Parking Lots	1520 Russo Power Equipment	SPI11141900 Library Deck Lights	447.96
380	7140	Electricity	1033 ComEd	0354464001- 06/22 Electricity Service 05/05-06/06/2022	1,495.94
381	7140	Electricity	1033 ComEd	2239082030- 06/22 Electricity Service 05/05-06/06/2022	1,105.14
382	7140	Electricity	1033 ComEd	4722388001- 06/22 Electricity Service 05/05-06/06/2022	18.96
383	7140	Electricity	1033 ComEd	4791127023- 06/22 Electricity Service 05/05-06/06/2022	1,270.50
384	7140	Electricity	1033 ComEd	5310303000- 06/22 Electricity Service 05/05-06/06/2022	159.10
Total 510 - City Owned Parking Fund					5,965.33

Fund: 520 - Metra Leased Parking Fund					
385	7140	Electricity	1033 ComEd	5222730006- 06/22 Electricity Service 05/03-06/02/2022	81.52
Total 520 - Metra Leased Parking Fund					81.52

Fund: 600 - Risk Management Fund					
386	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3771360 051408 MICA Claim Deductible 04/24/2022 L003771360	1,000.00

City of Des Plaines

Warrant Register 07/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
387	5570	Self Insured P&L Expense	1089 Autokrafters of Des Plaines	1473	Body Repair - Police 6073 - 05/10/2022	4,214.20
Total 600 - Risk Management Fund					5,214.20	

Fund: 610 - Health Benefits Fund						
388	6195	Miscellaneous Contractual Services	8374 Wex Health Incorporated	0001537366-IN	Commuter, FSA, and COBRA Monthly Admin Fees May 2022	692.50
Total 610 - Health Benefits Fund					692.50	

Fund: 700 - Escrow Fund						
389	2221	Taste of Des Plaines	8656 Stevens Group LLC, The	0149677-R	Ticket Printer for Taste of Des Plaines 2022	2,468.80
390	2221	Taste of Des Plaines	7303 Chavez, Joseph F	0622	Bar Manager for Taste of Des Plaines 6/17-06/18/2022	1,600.00
391	2221	Taste of Des Plaines	6077 Chicago Event Graphics Inc	12584	Signage Printed for Taste of Des Plaines 06/08/2022	1,363.40
392	2221	Taste of Des Plaines	5149 Communications Direct Inc	138438	Rented Radios for Taste of Des Plaines 06/15-06/20/2022	680.00
393	2221	Taste of Des Plaines	8620 MAK Services LLC	22021	Barricades for Taste of Des Plaines 06/16-06/18/2022	535.00
394	2221	Taste of Des Plaines	1498 Indestructo Rental Company Inc	26541	Furniture Rentals for Taste of Des Plaines 06/17-06/18/2022	2,059.00
395	2221	Taste of Des Plaines	1498 Indestructo Rental Company Inc	26542	Tent Rental for Taste of Des Plaines June 17-18, 2022	7,915.00
396	2221	Taste of Des Plaines	8142 KTG Illinois, LLC	3074	Cleaning Services for Taste of Des Plaines - 6/17-6/18/022	5,139.00
397	2221	Taste of Des Plaines	6364 Citywide Security Group Inc	4056	Security Services for Taste of Des Plaines - June 17-18, 2022	8,462.50
398	2221	Taste of Des Plaines	1644 Warehouse Direct Inc	5252633-0	2022 Taste of Des Plaines Supplies and Office Supplies	25.00
399	2221	Taste of Des Plaines	1644 Warehouse Direct Inc	5258683-0	2 Packages of Cardstock	18.62
400	2221	Taste of Des Plaines	1532 Des Plaines Chamber of Commerce & Industry	56786-10	Volunteer Donation for 2022 Taste of Des Plaines	2,500.00
401	2221	Taste of Des Plaines	5239 Ravenswood Special Events Inc	63445	Bar Management Services for Taste of Des Plaines 6/17-6/18/2022	2,000.00
402	2221	Taste of Des Plaines	3292 Service Sanitation Inc	8415669	Portable Toilets for Taste of Des Plaines 06/17-06/18/2022	3,965.00
403	2221	Taste of Des Plaines	1106 Chromatech Printing Inc	9188/26245	Maps for 2022 Taste of Des Plaines	833.00
404	2226	Special Events - July 4th	2016 Signarama	43052	Banners for 4th of July Parade 2022	581.60
Total 700 - Escrow Fund					40,145.92	

Grand Total					1,345,636.40
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City of Des Plaines

Warrant Register 07/18/2022

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Department: 00 - Non Departmental					
405	4632	GEMT Reimbursements	8359 HFS Bureau of Fiscal Operations - GEMT	Py#5 Q3/Q4 2021 Payment #5 - Q3 & Q4 - GEMT Funds Reimbursement	856,451.51
Total 00 - Non Departmental					856,451.51

Public Works & Engineering					
Division: 540 - Vehicle Maintenance					
406	6115	Licensing/Titles	1744 IL Secretary of State	VIN 16322 Set of Municipal Plates for Fire Dept Vehicle 2022 Ford F550	8.00
Total 540 - Vehicle Maintenance					8.00

Total 50 - Public Works & Engineering					8.00
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Police Department					
Division: 610 - Uniformed Patrol					
407	6015	Communication Services	1032 Comcast	06/18/22 x6724 Internet/Cable Service July 2022	105.10
Total 610 - Uniformed Patrol					105.10

Total 60 - Police Department					105.10
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Fire Department					
Division: 730 - Emergency Management Agency					
408	6015	Communication Services	1032 Comcast	06/22/22 x6716 Internet/Cable Service July 2022	63.06
Total 730 - Emergency Management Agency					63.06

Total 70 - Fire Department					63.06
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Department: 90 - Overhead					
409	6015	Communication Services	1032 Comcast	06/20/22 x6732 Internet/Cable Service July 2022	63.06
410	6015	Communication Services	1032 Comcast	148969894-8482 Internet/Cable Service 06/15-07/14/2022	1,575.00
Total 90 - Overhead					1,638.06

Total 100 - General Fund					858,265.73
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Fund: 700 - Escrow Fund						
411	2221	Taste of Des Plaines	6830 Tiki Terrace LLC, The	2022 Taste of DP	Restaurant Vendor Payout for 2022 Taste of Des Plaines	6,840.80
412	2221	Taste of Des Plaines	8640 B's Sweet Bites LLC	2022 Taste of DP	Restaurant Vendor Payout for 2022 Taste of Des Plaines	2,647.20
413	2221	Taste of Des Plaines	8522 Onesti DPT	2022 Taste of DP	Food Vendor Payout for 2022 Taste of Des Plaines	5,685.60
414	2221	Taste of Des Plaines	8641 Borrero, Victor	2022 Taste of DP	Food Vendor Payout for 2022 Taste of Des Plaines	8,268.80
415	2221	Taste of Des Plaines	8642 EJ Pierogi	2022 Taste of DP	Food Vendor Payout for 2022 Taste of Des Plaines	3,292.80

City of Des Plaines

Warrant Register 07/18/2022

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
416	2221	Taste of Des Plaines	8643 Illusion Cafe Incorporated	2022 Taste of DP	Food Vendor Payout for 2022 Taste of Des Plaines	4,852.00
417	2221	Taste of Des Plaines	6829 Taqueria Y Restaurant Mexico	2022 Taste of DP	Food Vendor Payout for 2022 Taste of Des Plaines	7,813.60
418	2221	Taste of Des Plaines	6228 Charcoal Delights on Oakton Inc	2022 Taste of DP	Food Vendor Payout for 2022 Taste of Des Plaines	14,725.60
419	2221	Taste of Des Plaines	6227 Sunrise Grill & Catering Inc	2022 Taste of DP	Food Vendor Payout for 2022 Taste of Des Plaines	5,688.80
420	2221	Taste of Des Plaines	8653 Global Technic LLC	2022 Taste of DP	Exhibitor Payout for 2022 Taste of Des Plaines	161.00
421	2226	Special Events - July 4th	6852 Sake, Samuel	0000001-2022	Live Entertainment for 7/4/22 Parade	1,150.00
422	2226	Special Events - July 4th	8426 VIP Valet Services Inc	29532A	Parking Services for Community Fireworks 07/01/2022	3,410.00
423	2226	Special Events - July 4th	6045 Double D Booking	32405	Live Entertainment for 7/4/22 Parade	5,605.00
Total 700 - Escrow Fund					70,141.20	
Grand Total					928,406.93	

City of Des Plaines

Warrant Register 07/18/2022

Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,345,636.40 **	7/18/2022
Manual Checks	\$ 928,406.93 **	7/1/2022
Payroll	\$ 1,318,040.40	7/1/2022
RHS Payout		
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ -	
Chicago Water Bill ACH	\$ -	
Postage Meter Direct Debits		
Postage - Pitney Bowes Annual		
Utility Billing Refunds	\$ 1,683.84	6/24/2022
Debt Interest Payment		
IMRF Payments		
Employee Medical Trust	\$ 697,607.24	7/1/2022
Total Cash Disbursements:	<u>\$ 4,291,374.81</u>	

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Eighteenth Day of July 2022

Ayes _____ Nays _____ Absent _____

Jessica M. Mastalski, City Clerk

Andrew Goczkowski, Mayor


**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

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

MEMORANDUM

Date: July 7, 2022

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community & Economic Development (CED) *JTC*
Jonathan Stytz, AICP, Senior Planner *JS*

Subject: Zoning Text Amendments Regarding Hard Surfaces

Issue: Consider the following Zoning Ordinance amendments: (i) simplify residential driveway regulations pursuant to Section 12-9-6.B.3 (R-1, R-2 Districts and single-family detached dwellings) regarding maximum driveway widths, setbacks from front entryways, and distance from lot lines; (ii) clarify and simplify residential driveway, walkway, and patio regulations pursuant to Section 12-7-1.C (Permitted Obstructions in Required Yards); (iii) revise the “patio” term definition pursuant to Section 12-13-3 to differentiate from a residential walkway; and (iv) define “residential walkway,” also pursuant to Section 12-13-3.

PIN: Citywide

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

Case Number: #22-023-TA

Project Summary: The City of Des Plaines is applying for various zoning text amendments to address hard-surface permit issues, in particular residential driveways, residential walkways, and patios.

Updating Residential Driveway Design Limitations

The City wants to simplify existing driveway regulations for residents and owners in the R-1 and R-2 districts – and where single-family dwellings exist in other districts – so the permit applicants have additional design flexibility and are more likely to get approval for permits faster. Specific issues have tripped up residents and led to longer permit-approval processes, with multiple revisions needed.

Regarding driveway width and design, CED identified certain rules as confusing and difficult. The Zoning Ordinance establishes the City’s off-street parking rules and currently restricts driveway width and design based on the size of the garage (i.e., number of cars) and the garage *door* width as listed in Table 1.

Table 1: Existing Driveway Width Regulations based on Garage Size

Garage Size	1-Car	2-Car	3 or more-car
Maximum Driveway Width	20 feet	Garage door width plus 2.5 feet on each side	Garage door width plus 2.5 feet on each side

Driveway Width Regulations

Currently properties with a one-car attached or detached garage are limited to a flat 20 feet in width. Properties with two-car-or-more garages are allowed driveways as wide as the garage door width plus 2.5 feet on each side. As such, properties with larger garages that can house two or more vehicles are permitted additional driveway width whereas properties with one-car garages are allowed less driveway width. However, it is important to note that the 2.5-foot-allowance on either side of the garage door cannot currently be combined. Thus, only up to 2.5 feet of width could be added on either side of the garage door—not, for example, five feet on one side or any other delineation. There are many front doors, foot stoop areas, or other natural or built objects that are close to or directly abutting the garage door that often encroach into the space where the 2.5-foot-extension could be placed, thus limiting the overall driveway width.

For example, a residence with a raised front stoop located one foot away from the garage door would only be able to install an additional foot of driveway width on this side of the garage instead of the allowed 2.5-foot-expansion area, often resulting in oddly shaped or less functional driveway surfaces that do not adequately serve the property owner. Similarly, permit review for properties with two-car-or-more garages are more involved and take longer to process, as the garage door width needs to be determined in order to confirm the driveway proposal meets the code requirements. Although 16 feet is a standard two-car garage door width, it can and does vary.

Consequently, staff proposes removing the 2.5-foot-expansion area regulation in its entirety for two or more car garages and permitting a flat driveway width for these R-1 and R-2-zoned properties (and properties with lawfully-established single family dwellings) from the garage to the street. The maximum width will still be based on the garage size. Properties with two-car garages would be allowed a maximum driveway width of 23 feet and properties with three or more car garages would be allowed a maximum width of 26 feet.

Driveway Setback Regulations

The Zoning Ordinance also limits driveway design based on its setback distance from property lines (minimum of two feet required) and setback distance from the front entryway of a residence (minimum of 6 feet required). The existing minimum two-foot-setback regulation between the driveway and the property line is intended to improve driveway design on both a functional and aesthetic level. However, when read literally, the current regulation applies only when the driveway is accessing a garage in the rear yard; that is not the intent. For multiple years, staff has interpreted both this restriction and allowance – because, otherwise, driveways would not be permitted in the required side/rear yards at all – to apply to *all* driveways accessing a garage. Moreover, for properties with rear alleys and driveways accessing detached garages from the rear property line, these driveways are technically not permitted by this regulation.

As multiple driveway designs result from varying property sizes and types (i.e., interior versus corner lots), staff recommends adjusting this regulation to apply to all residential driveways in the R-1 and R-2 districts (and properties with lawfully-established single family dwellings), regardless of the location of the driveway, for added clarity and consistency city-wide. The proposed amendments also clarify that driveways that require access to garages through a property line can pass through that lot line and thus be located within that required yard.

The existing minimum six-foot-setback regulation between the driveway and the front door/landing area leading to the front door is intended to provide an appropriate separation distance for safety and functional

reasons. However, there are many residences throughout the City that have a front door and landing area in close proximity to existing driveways (i.e. existing nonconformities). For many residences where the front entryway is close to or directly abutting a driveway, the code limits the ability of these homeowners from fully expanding their driveways to the maximum width and often results in non-functional or oddly shaped driveway designs. Thus, staff is proposing to remove this regulation in its entirety.

Amending Residential Walkway Regulations

New “Residential Walkway” term

The City is also looking to define and adjust regulations for walkways within residential districts. While the terms “sidewalk” and “walkway” are found throughout the Zoning Ordinance, there is currently no definition for a walkway, leading to ambiguity and confusion for hard surfaces that may resemble a larger surface, such as a patio, but are labeled as sidewalks or walkways. In addition, staff has dealt with a handful of permit requests or situations where the use of a surface characterized as a walkway is not solely for pedestrian access (i.e. storage of receptacles). A hard surface is currently defined as a walkway if it is four feet or less in width, but there is no clear definition in Section 12-13-3. Thus, staff proposes adding a definition for clarity and consistency.

Amended Walkway Width and Setback Regulations

Staff is also proposing amendments related to walkway width permitted on residential properties. Section 12-7-1.C of the Zoning Ordinance currently limits walkway width to four feet, regardless of whether the walkway is located in a required yard (front, side, corner-side, or rear) *or within the buildable area* (i.e., outside of the required yards). Staff has received several permit requests for walkways in excess of four feet wide for a variety of different reasons. There are also properties that have existing walkways wider than four feet. For these reasons and to help allow additional design flexibility, staff is proposing to adjust the width maximum based on the walkway’s location on the property. Walkways in a required side yard will still be restricted to four feet in width. However, walkways located within the front, corner side, or rear yard will be allowed up to six feet of width. The restriction within the *buildable area* – or *outside* of a required yard/setback – would be removed; in staff’s opinion, to regulate this width in the buildable area is both onerous and inconsistent with the purpose of Section 12-7-1.C.

In addition, staff is also proposing to adjust the required minimum distance between a walkway and a property line. The Zoning Ordinance currently requires walkways to be a minimum of two feet from all property lines. However, there are many examples of properties with insufficient space (e.g., narrow side yard) to install a walkway width that is functional while also complying with this two-foot-setback regulation. Staff is proposing to reduce the required walkway setback distance from a property line from two feet to one foot.

Revising Patio Definition and Clarifying Walkway Connections

Revised Patio Definition

Given the proposed amendments to walkways, staff is also looking to amend the definition of a patio, which would be in conflict with the new widths permitted for residential walkways. Pursuant to Section 12-13-3, a patio is “a hard surface larger than four feet by four feet (4'x4') that is not connected to a driveway, parking pad, or other hard surface that is connected to a street or alley.” Staff is proposing removing the size qualifications but retain the restrictions on the placement and use of a patio surface. Moreover, the revised patio definition will still require patio surfaces to be separated from a parking area or driveway surface as currently regulated in Section 12-7-1.C, and prohibit the parking or storage of vehicles on a patio surface.

Clarifying Patio Regulations Related to Walkway Connections

The Zoning Ordinance currently requires patio surfaces to be separated a minimum of three feet from all parking area and driveway surfaces. There is an allowance for a walkway, not in excess of the maximum walkway width (currently four feet), to connect to and diverge from a patio surface in order to provide a paved pedestrian access to another hard surface like a driveway. However, this is not clearly identified in Section 12-7-1.C. under patios. As a result, the proposed amendments would update the existing table in Section 12-7-1.C under patios to clarify this allowance.

Proposed Amended Sections

All proposed amendments related to driveways and other hard surfaces including residential walkways and patios are contained in Ordinance Z-20-22. Additions are **bold, double-underline**. Deletions are ~~struck through~~. Amended sections are provided with some surrounding, unamended text for context.

PZB Recommendation and Findings of Fact:

The PZB held a public hearing on June 28, 2022 and voted 6-0 to recommend approval of the amendments as presented by staff included in Ordinance Z-20-22. Rationale that serves as Findings of Fact on the standards for text amendments (Section 12-3-7.E. of the Zoning Ordinance) is included with the attached excerpt of the June 28 meeting minutes.

City Council Action: Under Section 12-3-7.D. of the Zoning Ordinance, the City Council may approve, approve with modifications, or deny the amendments.

Attachments:

Attachment 1: Chairman Szabo Memo

Attachment 2: Excerpt of Draft Minutes from the PZB Meeting of June 28, 2022

Attachment 3: Proposed Driveway Amendments

Ordinance Z-20-22



June 29, 2022

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

Subject: Planning and Zoning Board (PZB), Zoning Text Amendments, Case #22-023-TA
RE: Consideration of Zoning Text Amendments Related to Residential Driveways, Residential Walkways, and Patios

Honorable Mayor and Members of the City Council:

The PZB met on June 28, 2022 to consider the following City Text Amendment requests: i) simplify residential driveway regulations pursuant to Section 12-9-6.B.3 (R-1, R-2 Districts and single-family detached dwellings) regarding maximum driveway widths, setbacks from front entryways, and distance from lot lines; (ii) clarify and simplify residential driveway, walkway, and patio regulations pursuant to Section 12-7-1.C (Permitted Obstructions in Required Yards); (iii) revise the “patio” term definition pursuant to Section 12-13-3 to differentiate from a residential walkway; and (iv) define “residential walkway,” pursuant to Section 12-13-3.

1. Staff, on behalf of the City, presented the background and rationale of the amendments, noting the assignment to study and devise amendments came from the City Council. Staff also acknowledged that the amendments are intended to address long permit review times and confusion surrounding residential driveway, residential walkway, and patio surfaces.
2. The PZB asked staff if the text amendment will affect a proposal to remove and replace an existing detached garage in the same location in regard to setbacks; if detached garages need to be setback from alleys; if there is a minimum width for a walkway; if a paved landing area for deck stairs constitutes a patio surface, inquiring as to whether the addition of this type of surface would be permitted with the proposed amendments; who handles minor variation requests for driveway setbacks; and if crushed stone driveways are permitted.

Staff responded that the proposed amendments will not adjust the required setbacks for a detached garage, noting that a new detached garage would still need to be meet all applicable setback requirements; that there is currently no setback requirement for a detached garage off the rear property line where the property abuts an alley, noting that this would also not change with the proposed amendments; that there is no minimum width requirement for a walkway; that a paved landing area for a deck would count as a patio given it is utilized for recreational purposes but would still be permitted under the proposed amendments; that the Zoning Administrator would handle any minor variation requests for the required two foot driveway setback regulation, noting that if a greater than 30% of relief is requested for the setback variation, the request would need to be decided by the PZB; and that crushed stone driveways are not permitted given that they do not meet the dust-free hard surface requirement in the code.

Staff also elaborated on the existing two-foot-driveway-setback regulation’s reference to site plan review conducted by the Zoning Administrator when a proposal to alter this regulation is received. Since single family residences are exempt from the site plan review process and these are the types of properties that would most likely request this consideration, this portion of the regulation is not effective. Thus, staff has altered this portion of the regulation to allow a minor variation request for driveway setbacks.

3. No members of the public spoke on this request.
4. The Planning and Zoning Board *recommended* (6-0) that the City Council *approve* of the requested text amendments as written in the staff report.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James Szabo". The signature is written in a cursive, flowing style.

James Szabo,
Des Plaines Planning and Zoning Board, Chairman
Cc: City Officials/Aldermen

2. Address: Citywide

Case Number: 22-023-TA

Issue: Consider the following Zoning Ordinance amendments: (i) simplify residential driveway regulations pursuant to Section 12-9-6.B.3 (R-1, R-2 Districts and single-family detached dwellings) regarding maximum driveway widths, setbacks from front entryways, and distance from lot lines; (ii) clarify and simplify residential driveway, walkway, and patio regulations pursuant to Section 12-7-1.C (Permitted Obstructions in Required Yards); (iii) revise the “patio” term definition pursuant to Section 12-13-3 to differentiate from a residential walkway; and (iv) define “residential walkway,” also pursuant to Section 12-13-3.

PIN: Citywide

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

Case Number: #22-023-TA

Project Summary: The City of Des Plaines is applying for various zoning text amendments to address residential driveway and residential walkway issues that have arisen during 2022.

Updating Residential Driveway Width & Setback Regulations for R-1 and R-2 Zoned (and Additional Single-Family Detached) Properties

The City wants to simplify driveway existing driveway regulations to provide residents in the R-1 Single Family Residential district, R-2 Two Family Residential district, and lawfully-established single family dwellings in other districts additional flexibility in how they design their driveways, specifically in regard to driveway width and design. The Community and Economic Development Department has identified these rules as confusing and difficult to meet for many building permit applicants. The Zoning Ordinance, which establishes the City’s off-street parking rules, currently restricts driveway width and design based on the size of the garage (i.e., number of cars) and, depending on the size of the garage, the garage *door width* as denoted in Table 1.

Table 1: Existing Driveway Width Regulations based on Garage Size

Garage Size	1-Car	2-Car	3 or more-car
Maximum Driveway Width	20 feet	Garage door width plus 2.5 feet on each side	Garage door width plus 2.5 feet on each side

Driveway Width Regulations

Currently properties that have a one-car attached or detached garage are limited to a flat 20 feet in width. Properties with two or more car garages are allowed driveways as wide as the garage door width plus 2.5 feet on each side. As such, properties with larger garages that can house two or more vehicles are

permitted additional driveway width whereas properties with one-car garages are allowed less driveway width. However, it is important to note that the 2.5-foot-allowance on either side of the garage door cannot currently be combined. Thus, only up to 2.5 feet of width could be added on either side of the garage door, not five feet on one side or any other delimitation. There are many front doors, foot stoop areas, or other natural or built objects that are close to or directly abutting the garage door that often encroach into the space where the 2.5-foot-extension could be placed, thus limiting the overall driveway width. For example, a residence with a raised front stoop located one foot away from the garage door would only be able to install an additional foot of driveway width on this side of the garage instead of the allowed 2.5-foot-expansion area, often resulting in oddly shaped or less functional driveway surfaces that do not adequately serve the property owner. Similarly, permit review for properties with two or more car garages are more involved and take longer to process as the garage width and garage door setback distance from the sides of the garage needs to be determined in order to confirm the driveway proposal meets the code requirements.

Consequently, staff has proposed amending this portion of the code to remove the 2.5-foot-expansion area regulation in its entirety for two or more car garages and permitting a flat driveway width for these R-1 and R-2-zoned properties (and properties with lawfully-established single family dwellings) from the garage to the street based on the garage size. Properties with two-car garages would be allowed a maximum driveway width of 23 feet and properties with three or more car garages would be allowed a maximum width of 26 feet.

Driveway Setback Regulations

The Zoning Ordinance also limits driveway design based on its setback distance from property lines (minimum of two feet required) and setback distance from the front entryway of a residence (minimum of 6 feet required). The existing minimum two-foot-setback regulation between the driveway and the property line is intended to improve driveway design on both a functional and aesthetic level. However, when read literally, the current regulation applies only when the driveway is accessing a garage in the rear yard; that is not the intent. For multiple years, staff has interpreted both this restriction and allowance – because, otherwise, driveways would not be permitted in the required side/rear yards at all – to apply to all driveways accessing a garage. Moreover, for properties with rear alleys and driveways accessing detached garages from the rear property line, these driveways are technically not permitted by this regulation.

As multiple driveway designs result from varying property types (i.e., interior versus corner lots) and sizes, staff recommends adjusting this regulation to apply to all residential driveways in the R-1 and R-2 districts (and properties with lawfully-established single family dwellings), regardless of the location of the driveway, for added clarity and consistency city-wide. The proposed amendments also clarify that driveways that require access to garages through a property line can pass through that lot line and thus be located within that required yard.

The existing minimum six-foot-setback regulation between the driveway and the front door/landing area leading to the front door is intended to provide an appropriate separation distance for safety and functional reasons. However, there are many residences throughout the City that have a front door and landing area leading to a front door in close proximity to existing driveways (i.e. existing nonconformities). For many residences where the front entryway is close to or directly abutting a driveway, the code limits the ability of these homeowners from fully expanding their driveways to the maximum width and often results in non- functional or oddly shaped driveway designs. Thus, staff is proposing to remove this regulation in its entirety for all driveways in the R-1 district, R-2 district, and properties with lawfully-established single family dwellings.

Please see the attached Proposed Driveway Text Amendments for all proposed changes to the driveway regulations for R-1 and R-2 zoned properties (and properties with lawfully-established single family dwellings).

Adding Residential Walkway Definition and Amending Walkway Width Regulations

New “Residential Walkway” term

The City is also looking to define and adjust regulations for walkways within residential districts. While the terms “sidewalk” and “walkway” are found throughout the Zoning Ordinance, there is currently no definition for a walkway, leading to ambiguity and confusion for hard surfaces that may resemble a larger surface, such as a patio, but are labeled as sidewalks or walkways. In addition, staff has dealt with a handful of permit requests or situations where the use of a surface characterized as a walkway is not solely for pedestrian access (i.e., storage of receptacles). A hard surface is currently defined as a walkway if it is four feet or less in width, but there is no clear definition available in Section 12-13-3. Thus, staff proposes adding a definition for residential walkways to add clarity and consistency.

Amended Walkway Width and Setback Regulations

Staff is also proposing amendments related to walkway width permitted on residential properties. Section 12- 7-1.C of the Zoning Ordinance currently limits walkway width to four feet, regardless of whether the walkway is located in a required yard (front, side, corner-side, or rear) *or within the buildable area* (i.e., outside of the required yards). Staff has received several permit requests for walkways in excess of the four feet wide for a variety of different reasons. There are also properties that have existing walkways in excess of four feet in width. For these reasons and to help allow additional design flexibility for pedestrian access, staff is proposing to adjust the walkway width regulations in Section 12-7-1.C based on the walkway’s location on the property. Walkways located within the required side yard will still be restricted to four feet in width. However, walkways located within the front, corner-side, or rear yard will be allowed up to six feet of width. The restriction within the buildable area, or outside of a required yard, would be removed. In staff’s opinion it is both onerous and inconsistent with the purpose of Section 12-7-1.C., which is to regulate permitted obstructions in required yards. In addition, staff is also proposing to adjust the required setback distance between a walkway and a property line. The Zoning Ordinance currently requires walkways to be setback a minimum of two feet from all property lines. However, there are many examples of properties with insufficient space on the property (e.g., narrow side yard) to install a walkway width that is functional while also complying with this two-foot-setback regulation. Thus, staff is proposing to reduce the required walkway setback distance from a property line from two feet to one foot.

Revising Patio Definition and Clarifying Patio Regulations Related to Walkway Connections

Revised Patio Definition

Given the proposed amendments to walkways in the previous section, staff is also looking to amend the definition of a patio, which would be in conflict with the new widths permitted for residential walkways. Pursuant to Section 12-13-3, a patio is defined as “a hard surface larger than four feet by four feet (4'x4') that is not connected to a driveway, parking pad, or other hard surface that is connected to a street or alley.” Thus, staff has proposed amending this definition to remove the size qualifications specified within but retaining the restrictions on the placement and use of a patio surface. Moreover, the revised patio definition will still require patio surfaces to be separated from a parking area or driveway surface as currently regulated in Section 12-7-1.C of the Zoning Ordinance and prohibit the parking or storage of vehicles on a patio surface.

Clarifying Patio Regulations Related to Walkway Connections

The Zoning Ordinance currently requires patio surfaces to be separated a minimum of three feet from all parking area and driveway surfaces. There is an allowance for a walkway, not in excess of the maximum walkway width (currently four feet), to connect to and diverge from a patio surface in order to provide a paved pedestrian access to another hard surface like a driveway. However, this is not clearly identified in Section 12-7-1.C. under patios. As a result, the proposed amendments would update the existing table in Section 12-7-1.C under patios to clarify this allowance.

Proposed Amended Sections

All proposed amendments related to driveways are contained in Attachment 1, and all proposed amendments related to other hard surfaces 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 amendments are 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 the preservation and enhancement established single-family neighborhoods. The proposed amendments help continue this vision by providing residents alternative ways to improve their properties.

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

The amendments help simplify existing driveway, patio, and walkway regulations for additional clarity and easier compliance for uses city-wide. Similarly, the amendments will allow additional design flexibility to make future hard surface proposals more practical with existing conditions and ultimately more compatible with the character and nature of Des Plaines than the current rules provide. In some cases, the proposed amendments could lead to the reduction of existing nonconformities on properties in violation of current regulations.

3. The proposed amendments are appropriate considering the adequacy of public facilities and services available;

The amendments intend to clarify and simplify existing regulations to promote more effective use of property for parking facilities, pedestrian access, and recreation. In relation to driveways and residential walkways, the amendments allow for greater flexibility in design but still regulate the size of these hard surfaces to limit impervious surfaces on properties.

4. Whether the proposed amendments 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 design off-street parking areas and pedestrian access throughout the site. This, in turn, shall also lead to a more stream-lined permit review that could indirectly encourage property owners to make improvements to their properties.

5. Whether the proposed amendments reflect responsible standards for development and growth.

The amendments are based in thoughtful considerations of development trends and existing conditions throughout the City. The amendments also respond to issues encountered by 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 separate motions for the issues addressed, with the first motion covering driveway amendments and the second for the patio and residential walkway amendments.

John Carlisle, Director of Community & Economic Development, reviewed the proposed amendments and explained the reason for the proposed text amendments is to simplify the permit process.

Jonathan Stytz, Senior Planner, discussed the existing issues and the lengthy permit review process, as well as the limitation on designs and functionality with the existing code.

Member Saletnik asked what the City will do about zero lot lines and garage setbacks. Director Carlisle responded that a minor variation can handle these type of issues.

Member Vermis asked if a new garage can be replaced in the same location. Senior Planner Stytz responded that a new garage would have to follow the requirements and could not be replaced in the same location.

Jonathan Stytz, Senior Planner explained that currently no definition exists for a walkway in the zoning code and that the proposed amendments would clarify a walkway with a definition.

Chairman Szabo inquired as to whom would handle minor variation and if ribbon driveways are allowed. Director Carlisle stated that staff will handle minor variations and a ribbon driveway is still allowed and can be replaced as is.

Member Fowler inquired if crushed stone driveways are allowed or the expansion of a gravel driveway. Senior Planner Stytz responded that a gravel driveway or expansion is not allowed. Gravel does not drain well and it is not a dust free hard surface, which is required for driveways in the current code.

A motion was made by Board Member Catalano, seconded by Board Member Saletnik, to recommend approval of zoning text amendments related to driveway and hard surface regulations, as well as any other zoning relief as may be necessary.

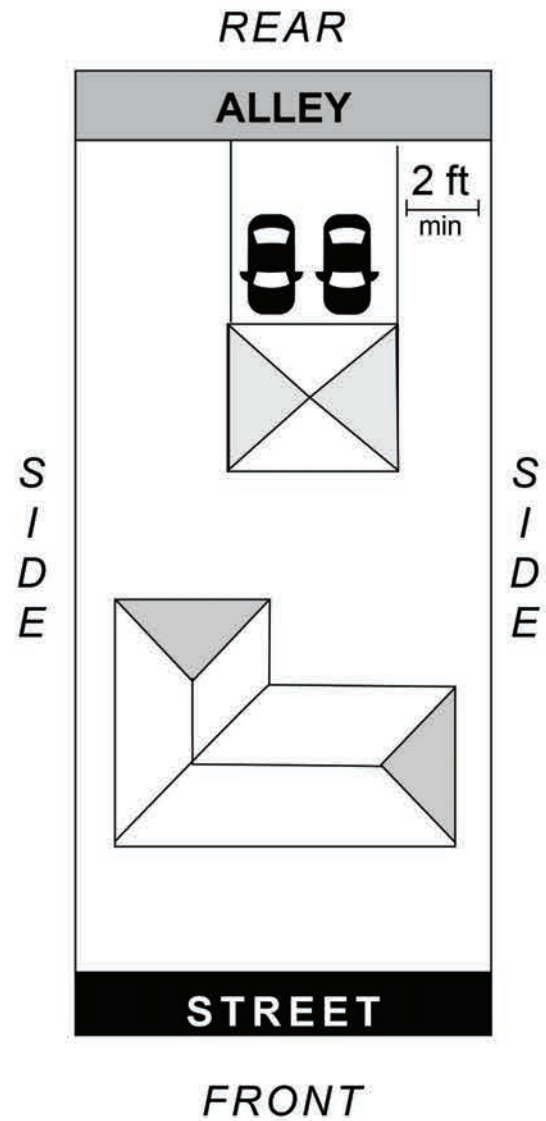
AYES: Szabo, Veremis, Saletnik, Hofherr, Fowler, Catalano

NAYES: None

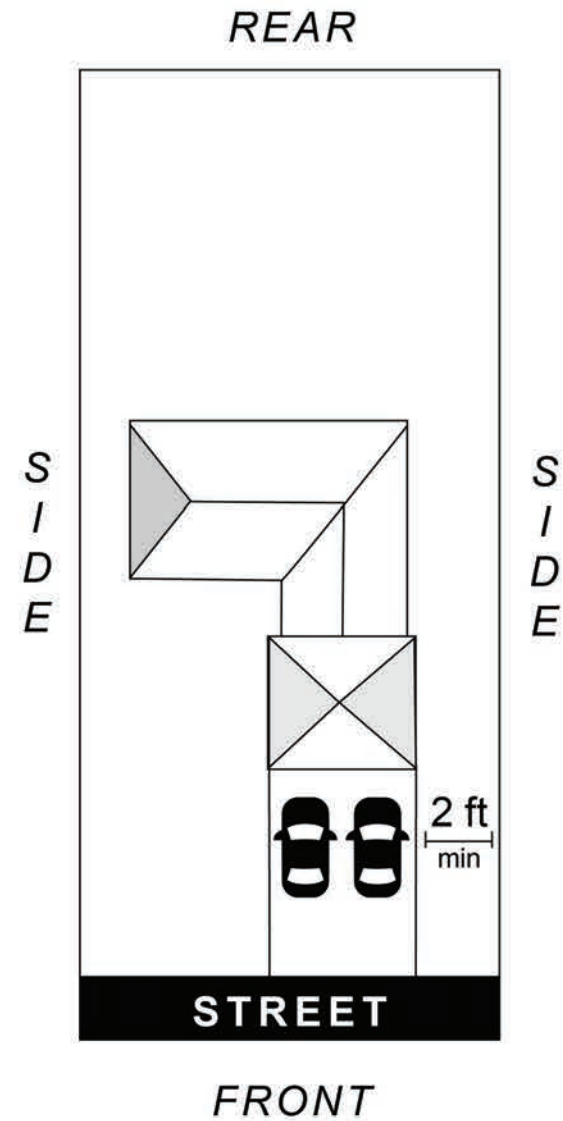
ABSTAIN: None

*****MOTION CARRIES UNANIMOUSLY ****

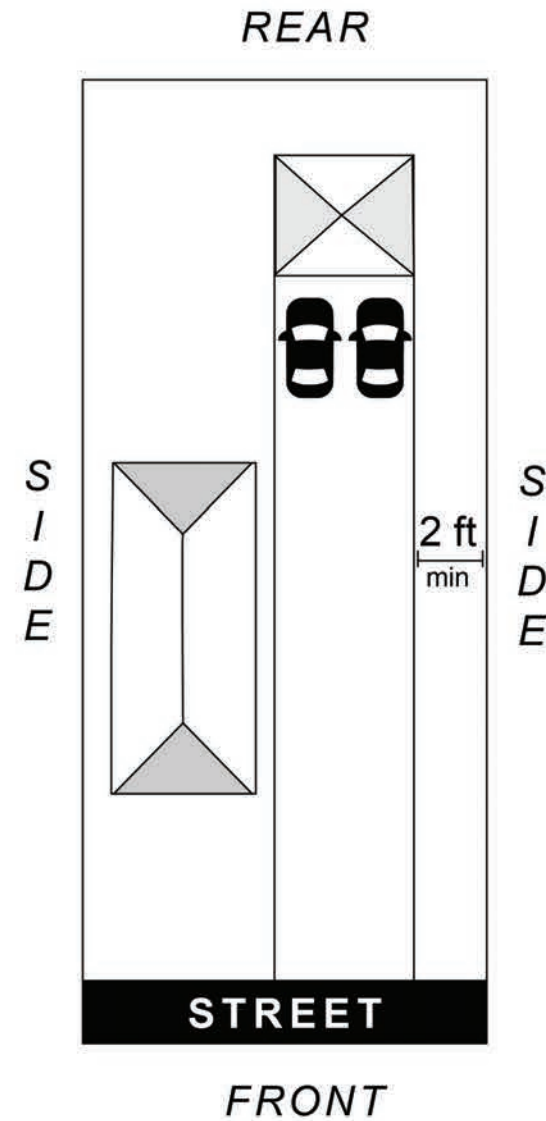
Rear Facing Driveway (detached garage)



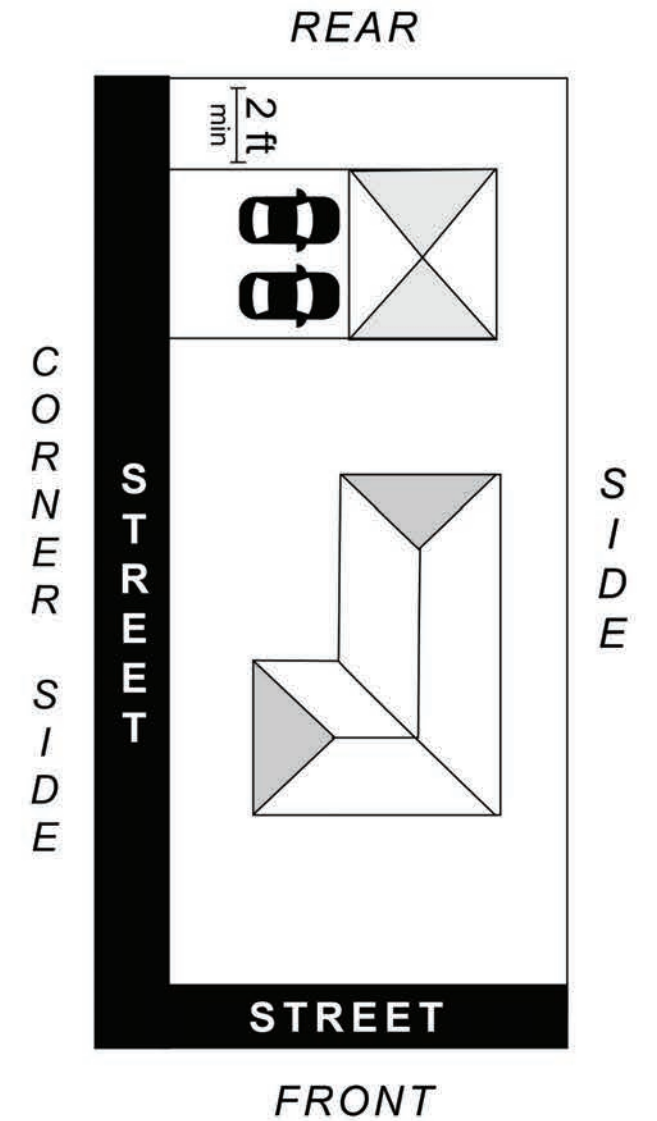
Front Facing Driveway (attached garage)



Front Facing Driveway (detached garage)



Corner Lot Driveway (detached garage)



**Not to scale*

CITY OF DES PLAINES

ORDINANCE Z - 20 - 22

AN ORDINANCE AMENDING THE TEXT OF THE ZONING ORDINANCE OF THE CITY OF DES PLAINES REGARDING RESIDENTIAL DRIVEWAYS, PATIOS, AND RESIDENTIAL WALKWAYS (CASE# 22-023-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, after a review of the Zoning Ordinance, City staff proposes to amend: (i) Section 12-3-6 of the Zoning Ordinance to add an authorized minor variation to vary the setback of a driveway area located in a required yard for the R-1 and R-2 districts and properties with lawfully-established single family dwellings; (ii) Section 12-7-1.C of the Zoning Ordinance to add "driveways" as a permitted obstruction in all required yards with a new note stating that all driveways must comply with the applicable regulations in Section 12-9-6 of the Zoning Ordinance; (iii) Section 12-7-1.C of the Zoning Ordinance to adjust the maximum walkway width allowance based on walkway location on the property and reduce the required walkway setback distance from the property line from two feet to one foot; (iv) Section 12-7-1.C of the Zoning Ordinance to add an allowance for walkway connections to patio surfaces; (v) Section 12-9-6.B.3.b of the Zoning Ordinance to remove the existing width allowance regulation to simplify maximum driveway widths, and remove the separation regulation required between driveways and the front door/landing area; and (vi) Section 12-13-3 of the Zoning Ordinance to create a new definition for "residential walkways" and amend the definition of "patio" (collectively, "**Proposed Amendments**");

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 June 8, 2022, and held on June 28, 2022; and

WHEREAS, the PZB voted 6-0 to recommend approval of the Proposed Amendments; and

WHEREAS, the PZB forwarded its recommendations in writing to the City Council on June 29, 2022;

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. DEVELOPMENT REVIEW PROCEDURES. Subsection 12-3-6.E, titled “Minor Variations (Zoning Administrator),” of Section 12-3-6, titled “Variations,” of Chapter 3, titled “Development Review Procedures,” of the Zoning Ordinance is hereby amended to read as follows:

- “E. Minor Variations (Zoning Administrator):
 - 1. Authorized Variations: Variations from the regulations of this title may be granted by the zoning administrator only in the following instances, and then only in accordance with the standards set forth in subsection H of this section:

* * *

h. To vary the setback of a driveway area located in a required yard for a property located within the R-1 Single Family Residential and R-2 Two Family Residential districts, or in any other district where a zoning lot is improved with a lawfully established single-family detached dwelling.

* * *

SECTION 4. GENERAL DISTRICT REGULATIONS. In subsection 12-7-1.C, titled “Permitted Obstruction in Required Yards,” of Section 12-7-1, titled “General District Regulations,” of Chapter 7, titled “Districts,” the Zoning Ordinance is hereby amended to read as follows:

- “C. Permitted Obstruction In Required Yards: The following structures and uses shall be permitted in the following required yards:

	Required Yards			
	Front	Side	Rear	Corner -Side
<u>Driveways</u> ⁵	P	P	P	P
Patios:	NP	P	P	NP
Must be separated from a driveway / parking area by a minimum of 3 feet				
<u>A patio may be connected to another hard surface by a residential walkway that diverges from the patio and the other hard surface.</u>				
May be located no closer than 5 feet from side and rear lot lines				
* * *				
<u>Residential</u> Walkways:	P	P	P	P
All walkways, whether within a required yard or the buildable area, can be no more than 4 feet wide				
<u>Any portion of a residential walkway located within a required side yard shall not exceed 4 feet in width; provided, however, that a residential walkway located in the front, rear, or corner-side yard is permitted to be up to 6 feet in width.</u>				
<u>Walkways must diverge and be separate from another hard surface, except for small, immediately adjacent pads for refuse containers or mechanical equipment.</u> be separated from a driveway by a minimum of 3 feet (with the exception of a perpendicular connection)				
May be located no closer than 1 foot 2 feet from the side lot lines				
* * *				

Notes:

* * *

5. All driveways must comply with the applicable regulations in Section 12-9-6.

SECTION 5. OFF STREET PARKING AND LOADING FACILITY

REGULATIONS. 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 to read as follows:

“12-9-6: SPECIFICATIONS FOR OFF STREET PARKING AND OUTSIDE STORAGE AREAS:

* * *

“B. Access:

3. The following provisions apply to driveways located within the R-1 and R-2 districts and lots in any other zoning district that is improved with a lawfully established single-family detached dwelling:

* * *

- b. Subject to subsections B3d and B3e of this section, the maximum width of each driveway shall be as follows:

- (1) For properties improved with a single-family detached dwelling and a single-car wide garage or carport (either detached or attached), the maximum driveway width is 20 feet, ~~provided the driveway meets the following standards:~~

~~(A) No portion of said driveway is located within six feet of the front entranceway or landing area leading to the entranceway.~~

~~(B) No rocks, gravel or stone mulch abut any portion of the driveway.~~

- (2) For properties improved with a single-family detached dwelling and a two-car wide garage or carport (either detached or attached), the maximum driveway width ~~measured at the property line abutting the roadway or public alley is 23 feet, which driveway may expand gradually to a width 2.5 feet past each side of the garage door(s); provided, however, the driveway must meet the following standards:~~

~~(A) No portion of said driveway is located within six feet of the front entranceway or landing area leading to the entranceway.~~

~~(B) No rocks, gravel or stone mulch abut any portion of the driveway.~~

- (3) For properties improved with a single-family detached dwelling and a three-car wide garage or carport (either detached or attached), the maximum driveway width ~~measured at the property line abutting the roadway or the public alley is 26 feet, which driveway may expand gradually to a width 2.5 feet past each side of the garage door(s); provided, however, the driveway must meet the following standards:~~

~~(A) No portion of said driveway is located within six feet of the front entranceway or landing area leading to the entranceway.~~

~~(B) No rocks, gravel or stone mulch about any portion of the driveway.~~

(4) A property improved with a single-family detached dwelling and no garage or carport will be allowed a maximum driveway width of 20 feet, provided, however, the driveway must meet the following standards:

~~(A) No portion of said driveway shall be located within six feet of the front entranceway or landing area leading to the entranceway.~~

~~(B) No rocks, gravel or stone mulch about any portion of the driveway.~~

~~(C)~~**(A) The total length of the driveway measured from the property line shall not exceed 40 feet and shall contain evergreen shrubs not exceeding three feet in height along the entire exterior edge of the driveway.**

~~(D)~~**(B) The driveway meets the setback required by subsection B.3.h of this section.**

* * *

h. ~~Driveways accessing rear yard garages are permitted~~ **within all required yards,** ~~the side or rear yard setback~~ **but shall be** no closer than two feet from a side or rear property **lot** line, unless the driveway is shared **or requires access through that lot line.** This requirement may be altered by the zoning administrator ~~through the site plan review process.~~ **pursuant to Section 12-3-6, "Variations."**

* * *

j. **No rocks, gravel or stone mulch shall about any portion of the driveway.**

SECTION 6. DEFINITION OF TERMS. Section 12-13-3, titled "Definition of Terms,"

of Chapter 13, titled "Definitions," of the Zoning Ordinance is hereby amended as follows:

"12-13-3: DEFINITION OF TERMS:

"For the purposes of this title, the following terms shall have the following meanings:

* * *

~~PATIO: A hard surface larger than four feet by four feet (4'x4') that is not connected to a driveway, parking pad, or other hard surface that is connected to a street or alley.~~

PATIO: A dust-free, impervious hard surface constructed at finished grade, separate from an off-street parking area, driveway or other hard surface, that is designed and intended for outdoor recreational purposes for people and not for the parking or storage of vehicles.

* * *

RESIDENTIAL WALKWAY: A dust-free, impervious hard surface constructed at finished grade that connects with and diverges from other dust-free hard surfaces, structures, and other yard features to provide paved pedestrian access on a residential property.

* * **

SECTION 7. 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 8. 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 _____, 2022.

APPROVED this _____ day of _____, 2022.

VOTE: Ayes _____ Nays _____ Absent _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2022

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Amending Zoning Ordinance Regarding Residential Driveways, Residential Walkways, and Patios



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: July 7, 2022
To: Michael G. Bartholomew, City Manager
From: John T. Carlisle, AICP, Director of Community & Economic Development
Samantha Redman, Associate Planner
Subject: Zoning Text Amendment Regarding Cannabis Infusing: Add "Cannabis Infuser" as a Conditional Use in the M-1 Zoning District

Issue: The petitioner is requesting a text amendment to the Zoning Ordinance to allow "Cannabis Infuser" as a conditional use in the M-1 Limited Manufacturing District.

Assuming approval, the petitioner is also requesting a conditional use permit to allow a cannabis infuser facility to be located in the M-1 Limited Manufacturing District at 1245 Forest Avenue. This is a separate agenda item packet for the Monday, July 18 City Council meeting.

PIN: 09-20-400-027-0000 & 09-20-400-031-0000
Petitioner: Kate Nadolski, P.O. Box 1590, Des Plaines, IL 60017
Owner: 1245 Forest Holdings LLC, One Transam Plaza Drive, Suite 120, Oakbrook Terrace, IL 60181
Case Number: #22-021-TA-CU

TEXT AMENDMENT

Project Description: The petitioner, Kate Nadolski of Culinary Cannabis Company (formerly Mary Jane's Incredible Edibles), is proposing to amend the Zoning Ordinance to add "Cannabis Infuser" as a conditional use in the M-1 Limited Manufacturing District. The petitioner is proposing to lease space from the property owner, which signed the application form and consents to the pursuit of the text amendment and conditional use. Currently cannabis users are permitted as a conditional use within the M-2 District under Section 12-7-4(G), and the use has an additional restriction limiting the location to parcels greater than 500 feet from any pre-existing pre-school, primary school, secondary school, childcare center on a commercial zoning lot, or place of worship. The proposed text amendment maintains this 500-foot minimum distance from sensitive uses, but expands the possibility of a conditional use to the M-1 Zoning District.

What is a Cannabis Infuser?

Cannabis infuser is defined in Section 12-13-3 as, “a facility licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to create a cannabis-infused product.” In other words, cannabis infusers use concentrated cannabis to combine with other products, including candies, foods, lotions, and other consumables. Infusing involves the incorporation of cannabis distillate, a concentrated cannabis into products for human consumption.¹ The cannabis distillate is previously prepared and provided to infusers by licensed cannabis growers and manufacturers and is not manufactured at infuser facilities.

How are Cannabis Infusers Regulated?

The Department of Agriculture Division of Cannabis Regulation licenses infuser operations in Illinois. All licensees are required to apply demonstrating how the proposed business will follow state cannabis regulations.² The Cannabis Regulation and Tax Act (410 ILCS 705) outlines requirements of cannabis business establishments. Infuser organization requirements are included in 410 ILCS 705 Section 35-25 and require facilities to adhere to specific security, transportation, packaging and labeling, advertising, environmental safety, and other requirements.

Current Local Regulation

Within the Zoning Ordinance, the purpose of the M-1 Limited Manufacturing District is, “to provide locations for light manufacturing uses and associated services.” (Section 12-7-4(D)(1)). Light manufacturing involves the assembly, fabrication and processing of goods entirely inside a building with limited disturbances from noise, odor, glare, or other health and safety hazards. Light manufacturing generally involves the fabrication of finished products from previously prepared materials and do not require extensive floor areas.

The cannabis infusing process fits within this definition of light manufacturing. Cannabis infusing does not involve the growing of cannabis flower or manufacturing of raw cannabis into a product. Limited noise and odor are associated with the infusing process, which regardless of district (e.g. M-1, M-2, etc.) is regulated both by Section 12-8-13 (Cannabis Business Establishment Use Standards) and Section 12-12-6 (Odor under Environmental Performance Standards). According to the petitioner’s project narrative, the machinery involved in the infuser process is estimated to be approximately as loud as a household blender. In addition, consumption or retail sales are not permitted at an infuser facility and delivery outside of a licensed cannabis business establishment is strictly prohibited.

The cannabis infuser use is currently only permitted within M-2 zoning districts through a conditional use permit. Revising the use table to allow cannabis infusers within the M-1 zoning district would expand the areas available for infuser businesses, which is a growing subsector of the industry. While the potential for the

¹ Fuego, H. (2017, July 8). *Concentrate! Here's the Difference Between Shatter, Budder, Crumble and More*. Retrieved from Westword: <https://www.westword.com/marijuana/concentrate-heres-the-difference-between-shatter-budder-crumble-and-more-8437217>

² Cannabis Infuser Application and Exhibits. Illinois Department of Agriculture. Accessed at <https://www2.illinois.gov/sites/agr/Plants/Documents/Infuser%20Application%20and%20Exhibits%20Form.pdf>

use would expand to M-1, no other changes are proposed. Refer to attached approving Ordinance Z-21-22 for the amendment language.

PZB Recommendation and Conditions: The PZB met on June 28, 2022 to consider the text amendment to allow cannabis infusing in the M-1 zoning district as a conditional use. Their discussion is captured in the excerpt to the draft minutes of the June 28, 2022 meeting. The PZB *recommended* (6-0) that the City Council *approve* the proposed amendment as presented, as noted in the attached Chairman Szabo memo.

City Council Action: Pursuant to Section 12-3-7.D.4 of the Zoning Ordinance, the City Council may vote to approve, approve with modifications, or deny the request. The Council has final authority over the text amendment, which would be approved by Ordinance Z-21-22.

Attachments:

Attachment 1: Prohibited Cannabis Areas: 500 Feet from Various Sensitive Uses

Attachment 2: Chairman Szabo Memo to Mayor and City Council

Attachment 3: Draft Excerpt of Minutes from the June 28, 2022 Planning and Zoning Board Meeting

Ordinance Z-21-22



CANNABIS BUSINESS ESTABLISHMENT
500 FOOT BUFFER MAP

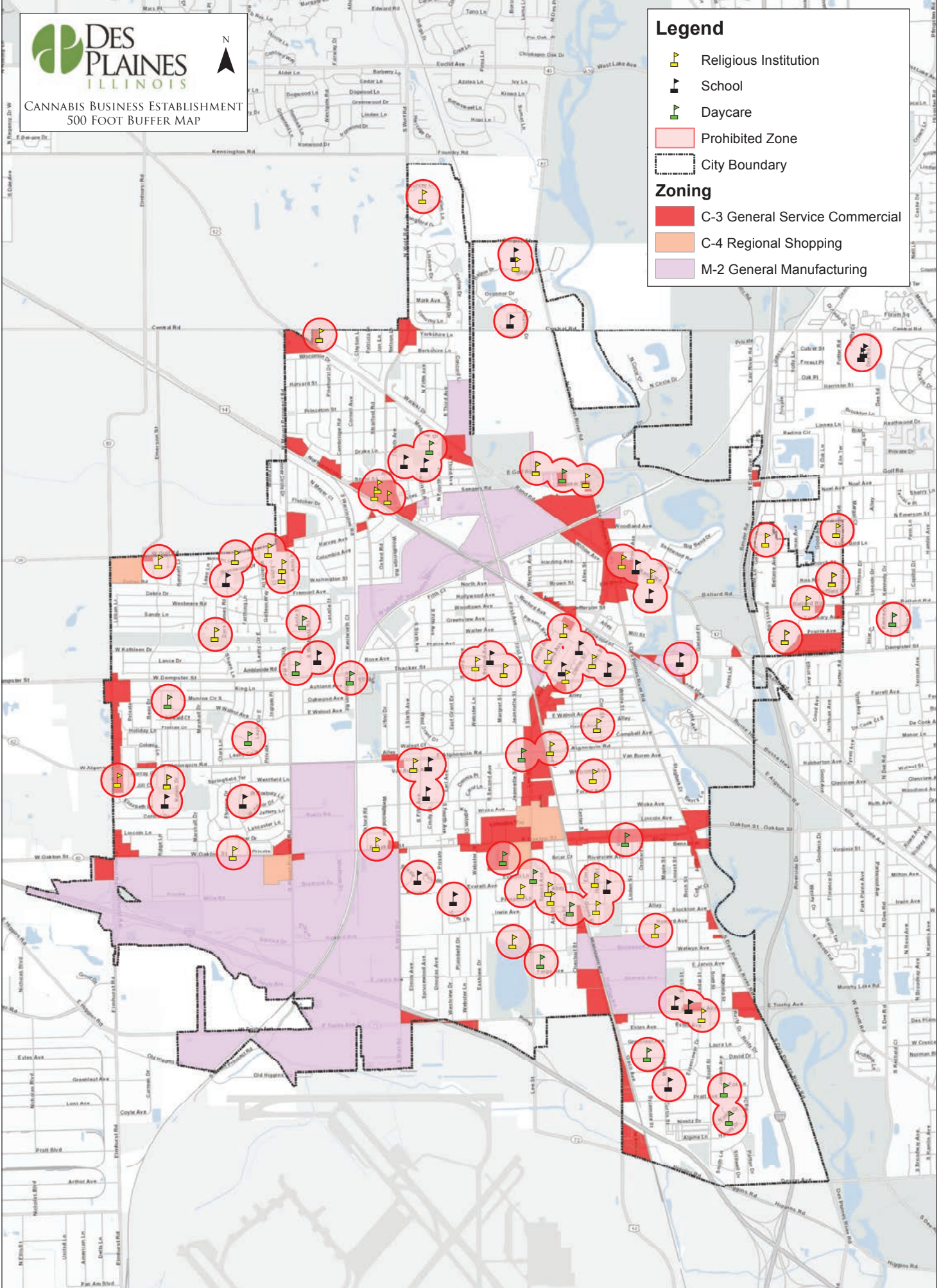


Legend

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

Zoning

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





COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

June 29, 2022

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

Subject: Planning and Zoning Board, 1245 Forest Avenue, Case #22-021-CU-TA (5th Ward)
RE: Consideration of a Text Amendment for Cannabis Infuser Use in M-1 Zoning District and Conditional Use for Cannabis Infuser Use at Subject Project Under Section 12-7-4 of Manufacturing Districts Regulations

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on June 29, 2022 to consider the Text Amendment and Conditional Use requests to add Cannabis Infuser as a conditional use in the M-1, Limited Manufacturing District and allow a conditional use for a Cannabis Infuser use in the M-1 zoning district at 1245 Forest Ave.

1. The petitioners presented a brief overview of the request for the proposed text amendment and conditional use for the cannabis infuser use. The petitioners provided overview of their company and licensure, and discussed the time and labor-intensive process of obtaining a cannabis infuser license in Illinois. Petitioners currently have a cannabis license, but lost the space they were interested in for their business during the 1.5 year licensing process. Petitioners described the process of cannabis infusing and the materials necessary for the process, emphasizing the strict regulations for the entire cannabis manufacturing and infusing process and the differences between craft growing, dispensaries and infusing. Petitioners stated products from this company are intended for the at-home chef, and involve using isolate and distillate (concentrated cannabis) in pantry products (honey, sugar, etc.) The petitioners estimate one to two deliveries are expected at the site each week and all transport of cannabis is closely monitored with a tracking service, as required by state regulations. All sales will be business to business; unlike a dispensary there are no public retail sales at an infuser facility.

Petitioners then described the two requests, a text amendment to allow the Cannabis Infuser Use in the M-1 Zoning District and conditional use permit to operate at 1245 Forest Avenue. Presentation continued with a description of why Des Plaines was chosen as the location, due to the petitioner's connection to Oakton Community College and interest in this building. Petitioners described the community impact of these requests, expanding available locations for cannabis infusers in Des Plaines and also working with Oakton Community College to promote community involvement and education/professional development of students in the college's Cannabis Certificate Program. Petitioners also discussed the various environmental sustainability measures incorporated with their business plan. Anticipated odor and sound generated by this use was discussed by the petitioner; isolate and distillate (concentrated cannabis) have no odor. The infusion process involves machinery that the petitioner described as "no louder than a household blender." Sonic and vibration detectors will be located on the building, as required, to limit any attempts to illegally enter the building.

2. The Planning and Zoning Board (PZB) Members asked about volume; if CDB and THC will both be produced at facility; what security measures are in place; whether the property will be owned or leased; who the end users will be; what the effect will be on consumers and whether it will be consumed privately; how many employees will be at the facility; and what will the noise impact be on neighboring uses.

The petitioner responded that the anticipated volume will be about 500 units a day, with each unit being approximately one tablespoon in size; the business is only licensed for THC infusing, not CDB, but may consider expanding to CDB in the future; the property is required to have security cameras and 24/7 surveillance of the facility as well as seismic and sonic detectors to limit intrusion into the site, and all cannabis products are closely tracked by the state; the property will be leased; the end users will be people in home kitchens, with a focus on women; two to ten employees are anticipated at this time; the noise impact will be no louder than a household blender, used inside the facility.

3. The Community and Economic Development Department summarized the staff report and noted the two recommended conditions of approval. One condition states plans may need to be revised further at time of building permit to meet all applicable City regulations. Another condition requires one additional accessible parking space shall be striped in the existing parking lot of the building pursuant to Section 12-9-8.
4. No members of the public spoke on this request.
5. The Planning and Zoning Board *recommended* (6-0) that the City Council *approve* of the request as presented with the one condition found in the staff report.

Respectfully submitted,



James Szabo,
Des Plaines Planning and Zoning Board, Chairman
Cc: City Officials/Aldermen



DES PLAINES PLANNING AND ZONING BOARD MEETING
June 28, 2022
DRAFT MINUTES

The Des Plaines Planning and Zoning Board held its regularly scheduled meeting on Tuesday, June 28, 2022, at 7:00 p.m. in Room 102 of the Des Plaines Civic Center.

Chairman Szabo called the meeting to order at 7:00 p.m. and read the evening's cases. Roll call was established.

PRESENT: Szabo, Veremis, Saletnik, Hofherr, Fowler, Catalano

ABSENT: Weaver

ALSO PRESENT: John Carlisle, AICP, Director of Community & Economic Development
Jonathan Stytz, AICP, Senior Planner
Samantha Redman, Associate Planner
Laura Fast/Recording Secretary

A quorum was present.

PUBLIC COMMENT ON NON-AGENDA ITEM.

There was no public comment.

Pending Applications

1. Address: 1245 Forest Avenue

Case Number: 22-021-CU-TA

The petitioner is requesting a text amendment to the Zoning Ordinance to allow "Cannabis Infuser" as a conditional use in the M-1 Limited Manufacturing District. The petitioner is also requesting a conditional use permit to allow a cannabis infuser facility to be located in the M-1 Limited Manufacturing District at 1245 Forest Avenue.

PIN: 09-20-400-027-0000 & 09-20-400-031-0000

Petitioner: Kate Nadolski, P.O. Box 1590, Des Plaines, IL 60017
1245 Forest Holdings LLC, One Transam Plaza Drive, Suite 120,
Oakbrook Terrace, IL 60181

Ward Number: #5, Alderman Carla Brookman

Existing Zoning: M-1, Limited Manufacturing District

Surrounding Zoning: North: C-3, General Commercial District

South: C-4, Regional Shopping District
East: R-1, Single Family Residential District
West: C-3, Regional Shopping

Surrounding Land Uses: North: Grocery Store
South: Shopping Center
East: Single Family Residences
West: Restaurant

Street Classification: Forest Avenue is classified as a local street.

Comprehensive Plan: Industrial is the recommended use of the property

Property/Zoning History: The subject property was constructed in 1976 and has operated as a multi-tenant industrial facility throughout the history of the building. The site is currently zoned M-1 Limited Manufacturing, allowing for a variety of light manufacturing and associated services. Other tenants of the building are businesses that would fall under light manufacturing. Currently the cannabis infuser use is only permitted in the M-2 zoning district.

Chair Szabo swore in Petitioners Kate Nadolski and David Nadolski, who began a presentation. The petitioners explained that they are a two-person, brother/sister, LLC. who received licensure on December 21, 2021 as a "true equity company." Additionally, as Ms. Nadolski is the majority shareholder in the company and is a woman, she is also considered to be a minority applicant.

They noted that in Illinois, the cannabis seed-to-sale process breaks down to three areas. Craft Grow Operations are those who grow and harvest cannabis. As per the law, a noteworthy portion of their production is required to be earmarked as distillate (aka tincture) that is then sold to infusion operations. Distillate has the consistency of honey and is similar in its coloration. That distillate is the product that the Culinary Cannabis Company will purchase to be infused into food products. By law, there will be no cannabis flower in the facility and the products produced must use cannabis in distillate form. The second area is the Infusion Operations. This is Culinary Cannabis Company's operation. Products will be infused into edible products. Infusers make products with regular ingredients and infuse a very controlled amount of distillate into that product which results in the product becoming a "cannabis infused" or "green" product. Selling to the public directly is prohibited. The third area is a Dispensary operation which serves as a touchpoint for all legal cannabis purchases in Illinois. Dispensaries sell cannabis and cannabis products to the public.

Ms. Nadolski is the Strategic Procurement and Marketing Manager of an industrial ingredient distributor. Mr. Nadolski is an Adjunct Professor of Speech and Communication at Oakton Community College, the only current US College offering a degree in cannabis business. The State of Illinois requires an outreach program as a condition of their license. The program Mr. and Ms. Nadolski developed is based around further educating the future generation of cannabis business owners.

The petitioners provided an overview of the Biotrack Tracking Software that is required to track the THC, their partnership with EcoLab, a company dedicated to environmental safety in manufacturing and the security of their facility.

Samantha Redman, Associate Planner, provided an overview of the Staff Report.

TEXT AMENDMENT

Project Description: The petitioner, Kate Nadolski of Culinary Cannabis Company (formerly Mary Jane’s Incredible Edibles), is proposing to amend the Zoning Ordinance to add “Cannabis Infuser” as a conditional use in the M-1 Limited Manufacturing District. The petitioner is proposing to lease space from the property owner, which signed the application form and consents to the pursuit of the text amendment and conditional use. Currently cannabis users are permitted as a conditional use within the M-2 District under Section 12-7-4(G), and the use has an additional restriction limiting the location to parcels greater than 500 feet from any pre-existing pre-school, primary school, secondary school, childcare center on a commercial zoning lot, or place of worship. The proposed text amendment maintains this 500-foot minimum distance from sensitive uses, but expands the possibility of a conditional use to the M-1 Zoning District.

What is a Cannabis Infuser?

Cannabis infuser is defined in Section 12-13-3 as, “a facility licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to create a cannabis-infused product.” In other words, cannabis infusers use concentrated cannabis to combine with other products, including candies, foods, lotions, and other consumables. Infusing involves the incorporation of cannabis distillate, a concentrated cannabis into products for human consumption.¹ The cannabis distillate is previously prepared and provided to infusers by licensed cannabis growers and manufacturers and is not manufactured at infuser facilities.

How are Cannabis Infusers Regulated?

The Department of Agriculture Division of Cannabis Regulation licenses infuser operations in Illinois. All licensees are required to submit an application demonstrating how the proposed business will follow state cannabis regulations.² The Cannabis Regulation and Tax Act (410 ILCS 705) outlines requirements of cannabis business establishments. Infuser organization requirements are included in 410 ILCS 705 Section 35-25 and require facilities to adhere to specific security, transportation, packaging and labeling, advertising, environmental safety, and other requirements.

Current Local Regulation

Within the Zoning Ordinance, the purpose of the M-1 Limited Manufacturing District is, “to provide locations for light manufacturing uses and associated services.” (Section 12-7-4(D)(1)). Light manufacturing involves the assembly, fabrication and processing of goods entirely inside a building with limited disturbances from noise, odor, glare, or other health and safety hazards. Light manufacturing generally involves the fabrication of finished products from previously prepared materials and do not require extensive floor areas.

The cannabis infusing process fits within this definition of light manufacturing. Cannabis infusing does not involve the growing of cannabis flower or manufacturing of raw cannabis into a product. Limited noise and odor are associated with the infusing process, which regardless of district (e.g. M-1, M- 2, etc.) is regulated both by Section 12-8-13 (Cannabis Business Establishment Use Standards) and Section 12-12-6 (Odor under Environmental Performance Standards). According to the petitioner’s project narrative, the machinery involved in the infuser process is estimated to be approximately as loud as a household

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² Cannabis Infuser Application and Exhibits. Illinois Department of Agriculture. Accessed at <https://www2.illinois.gov/sites/agr/Plants/Documents/Infuser%20Application%20and%20Exhibits%20Form.pdf>

blender. In addition, consumption or retail sales are not permitted at an infuser facility and delivery outside of a licensed cannabis business establishment is strictly prohibited.

The cannabis infuser use is currently only permitted within M-2 zoning districts through a conditional use permit. Revising the use table to allow cannabis infusers within the M-1 zoning district would expand the areas available for infuser businesses, which is a growing subsector of the industry. While the potential for the use would expand to M-1, no other changes are proposed.

Refer to the attached Proposed Text Amendment.

CONDITIONAL USE

Project Description: The following description and analysis assumes approval of the requested amendments as submitted.

The petitioner is proposing a conditional use to allow a cannabis infuser in the M-1 Limited Manufacturing District at 1245 Forest Ave. Specifically the petitioner would lease Unit 9, a 2,791-square-foot space within a larger building (23,100 square feet) on two parcels (total property area of 69,982 square feet or 1.5 acres.) Other tenants on site include a wholesale bakery, a plastics fabricator, a security company, a drive-away service business, two transportation logistics companies and a screen printing and embroidery business. The property is located on Forest Avenue at the end of a cul-de-sac, adjacent to railroad tracks. The lot line fronting Forest Avenue is designated as the front, the south lot line is the rear, and the side lot lines are on the east and west. The attached Plat of Survey shows the existing site conditions. No railroad crossings are located adjacent to the site; the closest railroad crossing is located approximately 0.2 miles to the south of the subject site. No crossing or additional alterations to the existing rail line are proposed.

In addition, the petitioner's business was issued a cannabis infuser license by the Department of Agriculture Division of Cannabis Regulation on December 21, 2021. Renewal of the license will be required three months prior to its expiration in December 21, 2022. The petitioner does not anticipate any issues with the license renewal. The original license lists the name "Mary Jane's Incredible Edibles" and the business address is in Franklin Park. The petitioner has stated the new name, The Culinary Cannabis Company, and the new address are required to be submitted to the state to update the license prior to beginning business operations. This site meets the location requirements of the proposed conditional use as it is more than 500 feet from any of the listed sensitive uses (e.g. pre-existing pre-school, primary school, secondary school, childcare center on a commercial zoning lot, or place of worship).

The proposed floor plan of the building includes an office, an infusing and packaging area, and the loading/unloading area inside the building (Refer to attached floor plan). The petitioner will be adding two rooms to the floor plan: a clean room and a security room. The clean room will be located at the entrance to the processing and manufacturing area and serves as a pre-production sanitation zone to prevent product contamination. The security room will include the safe for the building and storage for servers and other technical equipment for the facility. Access to the processing and manufacturing area will be restricted to employees with state ID cards. Plans may be revised further at time of building permit to meet all applicable City regulations.

The property has shared parking for tenants. Cannabis infuser uses are required to provide one space for every 1,000 square feet of gross floor area for infusing and packaging purposes, plus one space for every 250 square feet of gross floor area dedicated to office uses, plus one space for every 1,000 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. Therefore, the floor area subject to the parking requirement for this 2,791-square-foot space would be 2,741 square feet.

Use	Floor Area	Required parking
Infusing and packaging	1,848.58 sf	2 spaces
Office	413.82 sf	2 spaces
Ancillary uses	437.03 sf	1 space
	Total	5 spaces

Pursuant to Section 12-9-7, five spaces will be required for this use. Sixty-six (66) total parking spaces and two accessible spaces are located on site. Based on the current tenants on the site, staff has determined a sufficient amount of parking would be available for this new use on the property. The parking area for the entire 1245 Forest complex was recently re-surfaced and re-a building permit approved on April 27, 2022, yielding 66 total parking spaces including two handicap accessible spaces. Pursuant to Section 12-9-8, three accessible spaces are required for parking areas with 66 spaces. A condition of approval is recommended to add one additional accessible parking space.

Deliveries for cannabis business establishments are unique compared to other uses due to state regulations. Transport of product from the proposed facility to dispensaries is required to be completed in an unmarked vehicle, although personal vehicles may be used to deliver to dispensaries within a certain radius, as specified by state law.³ Loading and unloading may not occur on an open loading dock, but an unmarked vehicle will pull into the garage of the facility and cannot unload until the garage door is completely closed.⁴ According to the Project Narrative, deliveries are expected to occur one to two times a week during regular business hours. The facility is also required to have security cameras with 24-hour surveillance at all points of entry and exit, and any areas cannabis is stored, handled, transferred, or destroyed.

Cannabis business establishments are permitted to have one non-illuminated wall sign measuring 50 square feet. No electronic message board signs, temporary signs, or window signs are permitted. The applicant intends to locate one sign for their business establishment on site. State regulations limit what can appear on this sign.⁵ Any future signage will be submitted and approved as a separate sign permit.

Standards for 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. The PZB may use this rationale to adopt findings of fact, or the Board may make up its own. See also the petitioner's responses to standards.

1. Whether the proposed amendment is consistent with the goals, objectives, and policies of the

³ 410 ILCS 705 Section 35-25. Infuser organization requirements; prohibitions

⁴ 410 IL 705 Section 15-100. Security

⁵ 410 ILCS 705 Section 55-20 restricts cannabis advertisements to depict any false or misleading information, any health, medicinal or therapeutic claims about cannabis, overconsumption of cannabis, actual consumption of cannabis, or appeals to any person under 21 years of age with cartoons, toys, animals, or any other characters, images or phrases.

comprehensive plan, as adopted and amended from time to time by the City Council;

Comment: The 2019 Comprehensive Plan does not address cannabis use. However, the proposed amendment would not conflict with any existing goals, objectives or policies of the comprehensive plan.

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

Comment: Cannabis infuser uses are allowed in the M-2 zoning district. The proposed text amendment would expand available locations to M-1 zoned parcels to support the growing cannabis infuser subsector and the cannabis industry overall in the city.

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

The proposed amendment is not anticipated to impact public facilities and available services but rather enhance economic development within Des Plaines. Infusers do not use a substantial amount of water or generate excessive waste products compared to other manufacturing uses.

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

The proposed amendment will not have an adverse effect on property values throughout the City. The proposed use would provide additional economic opportunities for parcels zoned M-1 and support opportunities for a burgeoning industry within Illinois.

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

The proposed text amendment works towards responsible standards for development and growth by contributing to the economic and employment needs of the community. Expanding the available zoning districts permitted to have this type of business creates additional opportunities for new businesses. As discussed in the petitioner's response to standards, cannabis infusers have several state restrictions limiting where a business can be located. Expanding the available area for this use would support this industry in the city and the infuser subsector overall.

Conditional Use Findings: The following is a discussion of standards for zoning amendments from Section 12-3-4(E) of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided. The PZB may use this rationale to adopt findings of fact, or the Board may make up its own.

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

Comment: A text amendment request to add Cannabis Infuser as a use in the M-1 Zoning District is currently being requested. If this proposed text amendment is approved, Cannabis Infuser will be listed as a Conditional Use in the M-1 district, as specified in Section 12-7-3 of the Zoning Ordinance, as amended.

2. The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:

Comment: The 2019 Comprehensive Plan does not address cannabis use. However, the proposed amendment would not conflict with any existing goals, objectives, or policies of the comprehensive plan

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

Comment: The proposed Cannabis Infuser Conditional Use would provide a tenant for a vacant space in a multi-tenant manufacturing building. The use would be harmonious with the surrounding manufacturing and commercial businesses in the area and in close proximity to other cannabis businesses in the northwest suburbs of Chicagoland.

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

Comment: The proposed use would not be hazardous or disturbing to the existing neighboring uses. The Police Department was consulted on this use and indicated they did not have any public safety concerns about this use at the property. Security cameras monitored 24/7 will be placed outside the location, as required by state cannabis regulations. All deliveries, including the drop off and pick up of cannabis, are required to be contained inside the existing building as required by state cannabis regulations. Thus, the use is contained inside an existing building and will not detract or disturb surrounding uses in the area.

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

Comment: The subject property is within an existing commercial and manufacturing area that has direct access to essential public facilities and services. Staff has no concerns that the proposed use will not be adequately served with essential public facilities and services.

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

Comment: The proposed use would neither create a burden on public facilities, nor would it be a detriment to the economic well-being of the community. The proposed use may improve the economic well-being of the community by providing additional economic development and employment opportunities to residents.

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: All proposed activities for the cannabis infuser use would take place inside the building reducing any noise, smoke fumes, light, glare, odors, or other concerns. In addition, cannabis business establishments may be subject to periodic inspections of the premises to determine if any additional odor mitigation is required. Traffic will be limited to employees and up to two weekly deliveries of cannabis products. Pursuant to state regulations, deliveries are completed with sprinter vans or personal vehicles, depending on proximity to cannabis business establishments and must be entirely contained within a garage. No larger truck traffic will be generated by this use.

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

Comment: The proposed use will not create an interference with traffic. No retail sales will occur on site and deliveries are anticipated to occur one to two times weekly. Delivery vehicles will be unmarked vans or personal vehicles, depending on proximity to dispensaries. No larger truck traffic will be generated by

this use. Pursuant to state regulations, all deliveries will be entirely contained within the garage located in this unit.

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

Comment: The subject property is within an existing building and thus would not result in the loss or damage of natural, scenic, or historic features. No new development is proposed for this site.

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

Comment: The proposed cannabis infuser will comply with all applicable requirements as stated in the Zoning Ordinance. The use will follow the Cannabis Business Establishment requirements in Section 12-8-13 and the proposed text amendment for M-1 requires the site to be located 500 feet or greater from pre-existing pre-school, primary school, secondary school, childcare center on a commercial zoning lot, or place of worship.

PZB Procedure and Recommended Conditions: Pursuant to Sections 12-3-4(E) and 12-3-7(E) of the Zoning Ordinance, the PZB may vote to *recommend* approval, approval with modifications, or disapproval of the proposed text amendments and conditional use. The City Council has final authority over both requests. The PZB should take two motions to consider each request individually. First, the Board should consider the text amendments, which may be recommended for approval *as submitted*, approval *as revised*, or denial.

Second, based on the outcome of the first motion, the Board can consider a recommendation regarding the conditional use. However, should the PZB recommend approval of the conditional use, staff suggest the following conditions for the conditional use request:

Conditions of Approval:

1. Plans may need to be revised further at time of building permit to meet all applicable City regulations.
2. One additional accessible parking space shall be striped in the existing parking lot of the building pursuant to Section 12-9-8.

Member Fowler asked the daily volume of product that will be produced. Ms. Nadolski responded that while currently it is difficult to calculate the estimated units per day will be approximately 500 units. A unit equals one tablespoon.

Member Saletnik asked if both THC and CBD will be used. Mr. Nadolski stated that only THC will be used.

Member Hofherr commended the petitioners on their quality of security and inquired as to who are the end-users and the effect on impaired individuals. The petitioners explained the end-users are typically 40-65 year old women mainly using the product as an ingredient and not an end product. Their products will mainly be consumed in the household.

Member Veremis inquired as to the type of training required. Ms. Nadolski responded that a Food Safety Certificate is required by the State of Illinois and any employees on the production floor are required to be fingerprinted.

A motion was made by Board Member Fowler, seconded by Board Member Hofherr to approve a zoning text amendment to allow a cannabis infuser use as a conditional use in the M-1 zoning district.

AYES: Szabo, Veremis, Saletnik, Hofherr, Fowler, Catalano

NAYES: None

ABSTAIN: None

*****MOTION CARRIES UNANIMOUSLY ****

A motion was made by Board Member Veremis, seconded by Board Member Hofherr to approve a conditional use cannabis infuser to operate at 1245 Forest Avenue.

AYES: Szabo, Veremis, Saletnik, Hofherr, Fowler, Catalano

NAYES: None

ABSTAIN: None

*****MOTION CARRIES UNANIMOUSLY ****

CITY OF DES PLAINES
ORDINANCE Z - 21 - 22

**AN ORDINANCE AMENDING THE TEXT OF THE DES
PLAINES ZONING ORDINANCE REGARDING CANNABIS
INFUSER USES IN M-1 ZONING DISTRICT.**

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

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

WHEREAS, Culinary Cannabis Company LLC ("**Petitioner**") is the lessee of Unit 9 located on the 69,982-square-foot property commonly known as 1245 Forest Avenue, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property is located in the M-1 Limited Manufacturing District ("**M-1 District**") and is improved with a multi-tenant manufacturing building; and

WHEREAS, the Petitioner desires to operate as a cannabis infuser use on the Subject Property; and

WHEREAS, pursuant to Section 12-7-4.G of the Zoning Ordinance, cannabis infuser uses are permitted as a conditional use in the M-2 District but are not a permitted or conditional use in the M-1 District; and

WHEREAS, Petitioner filed an application to amend the text of Section 12-7-4.G of the Zoning Ordinance to establish "cannabis infuser" as a conditional use in the M-1 Limited Manufacturing District ("**Text Amendment**"); and

WHEREAS, on June 28, 2022, the Planning and Zoning Board ("**PZB**") held a public hearing to consider the Zoning Text Amendments, which hearing was duly advertised in the *Des Plaines Journal* on June 8, 2022; and

WHEREAS, on June 28, 2022, the PZB voted to recommend approval of the Text Amendments by a vote of 6-0, which recommendation was forwarded in writing to the City Council on June 29, 2022; and

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

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

{00127308.1}

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

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 Amendment complies with the provisions of Section 12-7-4 of the Zoning Ordinance.

SECTION 3. MANUFACTURING DISTRICTS REGULATIONS. Section 12-7-4, titled “Manufacturing Districts Regulations,” of Chapter 7, titled “Districts,” of the Zoning Ordinance is hereby amended to read as follows:

“12-7-4: MANUFACTURING DISTRICTS REGULATIONS:

* * *

G: Manufacturing Use Matrix:

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

Uses	M-1	M-2	M-3
	*		
Cannabis Infuser	<u>C⁵</u>	C ⁵	
	*		

* * *

Notes:

5. No cannabis business establishment shall be located within 500 feet of any pre-existing pre-school, primary school, secondary school, childcare center on a commercial zoning lot, or place of worship. All minimum distance requirements shall be measured from zoning lot line to zoning lot line.

* * **

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.

{00127308.1}

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

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 _____, 2022.

APPROVED this _____ day of _____, 2022.

VOTE: Ayes _____ Nays _____ Absent _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2022.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Amending the Zoning Code Regarding Cannabis Infusers in M-1 Zoning District

{00127308.1}

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


**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

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

MEMORANDUM

Date: July 7, 2022

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community & Economic Development *JTC*
Samantha Redman, Associate Planner *SR*

Subject: Consideration of a Conditional Use for Cannabis Infuser at 1245 Forest Avenue

Issue: Assuming the establishment of “cannabis infuser” as a conditional use in the M-1 Limited Manufacturing District (via Ordinance Z-21-22, also considered for first reading on Monday, July 18), the petitioner is requesting a conditional use permit to allow a cannabis infuser at 1245 Forest Avenue.

PIN: 09-20-400-027-0000 & 09-20-400-031-0000

Petitioner: Kate Nadolski, P.O. Box 1590, Des Plaines, IL 60017

Owner: 1245 Forest Holdings LLC, One Transam Plaza Drive, Suite 120, Oakbrook Terrace, IL 60181

Case Number: #22-021-TA-CU

Ward Number: #5, Alderman Carla Brookman

Existing Zoning: M-1, Limited Manufacturing District

Surrounding Zoning: North: C-3, General Commercial District
South: C-4, Regional Shopping District
East: R-1, Single Family Residential District
West: C-3, Regional Shopping

Surrounding Land Uses: North: Grocery Store
South: Shopping Center
East: Single Family Residences
West: Restaurant

Street Classification: Forest Avenue is classified as a local street.

Comprehensive Plan : Industrial is the recommended use of the property

Property/Zoning History: The subject property was constructed in 1976 and has operated as a multi-tenant

industrial facility throughout the history of the building. The site is currently zoned M-1 Limited Manufacturing, allowing for a variety of light manufacturing and associated services. Other tenants of the building are businesses that would fall under light manufacturing. Currently the cannabis infuser use is only permitted in the M-2 zoning district.

CONDITIONAL USE

Project Description:

The petitioner, Kate Nadolski of Culinary Cannabis Company (formerly Mary Jane’s Incredible Edibles), is proposing a conditional use to allow a cannabis infuser in the M-1 Limited Manufacturing District at 1245 Forest Ave. Specifically the petitioner would lease Unit 9, a 2,791-square-foot space within a larger building (23,100 square feet) on two parcels (total property area of 69,982 square feet or 1.5 acres.) Other tenants on site include a wholesale bakery, a plastics fabricator, a security company, a drive-away service business, two transportation logistics companies and a screen printing and embroidery business. The property is located on Forest Avenue at the end of a cul-de-sac, adjacent to railroad tracks. The lot line fronting Forest Avenue is designated as the front, the south lot line is the rear, and the side lot lines are on the east and west. The attached Plat of Survey shows the existing site conditions. No railroad crossings are located adjacent to the site; the closest railroad crossing is located approximately 0.2 miles to the south of the subject site. No crossing or additional alterations to the existing rail line are proposed.

In addition, the petitioner’s business was issued a cannabis infuser license by the Department of Agriculture Division of Cannabis Regulation on December 21, 2021. Renewal of the license will be required three months prior to its expiration in December 21, 2022. The petitioner does not anticipate any issues with the license renewal. The original license lists the name “Mary Jane’s Incredible Edibles” and the business address is in Franklin Park. The petitioner has stated the new name, Culinary Cannabis Company, and the new Des Plaines address would be required to be submitted to the state to update the license prior to beginning business operations. Approving Ordinance Z-22-22 would reinforce this requirement as a condition.

This site meets Des Plaines’ location requirements, as it is more than 500 feet from any of the listed sensitive uses (e.g. pre-existing pre-school, primary school, secondary school, childcare center on a commercial zoning lot, or place of worship).

The proposed floor plan of the tenant space includes an office, an infusing and packaging area, and the loading/unloading area inside the building, as well as a clean room and a security room (refer to attached floor plan). The clean room will be located at the entrance to the processing and manufacturing area, and serves as a pre-production sanitation zone to prevent product contamination. The security room will include the safe for the building and storage for servers and other technical equipment for the facility. Access to the processing and manufacturing area will be restricted to employees with state ID cards. Plans may be revised further at time of building permit to meet all applicable City regulations.

The property has shared parking for tenants. Cannabis infuser uses are required to provide one space for every 1,000 square feet of gross floor area for infusing and packaging purposes, plus one space for every 250 square feet of gross floor area dedicated to office uses, plus one space for every 1,000 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. Therefore, the floor area subject to the parking requirement for this 2,791-square-foot space would be 2,741 square feet.

Use	Floor Area	Required parking
Infusing and packaging	1,848.58 sf	2 spaces
Office	413.82 sf	2 spaces
Ancillary uses	437.03 sf	1 space
	Total	5 spaces

Pursuant to Section 12-9-7, five spaces will be required for this use. Sixty-eight (68) total parking spaces, including two accessible spaces, are located on site. Based on the current tenants on the site, staff has determined a sufficient amount of parking would be available for this new use on the property. The parking area for the entire complex was recently re-surfaced and re-stripped through a building permit approved on April 27, 2022, yielding 68 total parking spaces including two handicap accessible spaces. Pursuant to Section 12-9-8, because a new use is being initiated, now three accessible spaces are required. Therefore, a condition of approval is recommended to add one accessible parking space.

Deliveries for cannabis business establishments are unique compared to other uses due to state regulations. Transport of product from the proposed facility to dispensaries is required to be completed in an unmarked vehicle, although personal vehicles may be used to deliver to dispensaries within a certain radius, as specified by state law.¹ Loading and unloading may not occur on an open loading dock, but an unmarked vehicle will pull into the garage of the facility and cannot unload until the garage door is completely closed.² According to the Project Narrative, deliveries are expected to occur one to two times a week during regular business hours. The facility is also required to have security cameras with 24-hour surveillance at all points of entry and exit, and any areas cannabis is stored, handled, transferred, or destroyed.

Cannabis business establishments are permitted to have one non-illuminated wall sign measuring 50 square feet. No electronic message board signs, temporary signs, or window signs are permitted. The applicant intends to locate one sign for their business establishment on site. State regulations limit what can appear on this sign.³ Any future signage will be submitted and approved as a separate sign permit.

PZB Recommendation and Conditions: The PZB met on June 28, 2022 to consider the conditional use for cannabis infuser in the M-1 zoning district at 1245 Forest Avenue. The Board’s rationale based on the conditional use standards is captured in the excerpt to the draft minutes of the June 28, 2022 meeting. The PZB *recommended* (6-0) that the City Council *approve* both requests as presented, with conditions, as noted in the attached Chairman Szabo memo.

¹ 410 ILCS 705 Section 35-25. Infuser organization requirements; prohibitions

² 410 IL 705 Section 15-100. Security

³ 410 ILCS 705 Section 55-20 restricts cannabis advertisements to depict any false or misleading information, any health, medicinal or therapeutic claims about cannabis, overconsumption of cannabis, actual consumption of cannabis, or appeals to any person under 21 years of age with cartoons, toys, animals, or any other characters, images or phrases.

Pursuant to Sections 12-3-4.D.4 of the Zoning Ordinance, the City Council may vote to approve, approve with modifications, or deny the request. The Council has final authority over the conditional use.

City Council Action: The Council should consider Ordinance Z-22-22, which grants a conditional use permit for cannabis infuser use at 1245 Forest Avenue should the City Council vote to approve the request, the PZB and staff recommend the following conditions:

Conditions of Approval:

1. Plans may need to be revised further at time of building permit to meet all applicable City regulations.
2. One additional accessible parking space shall be striped in the existing parking lot of the building pursuant to Section 12-9-8.
3. Petitioner must amend the State License so that Petitioner has a State-issued license authorizing the operation of a cannabis infuser establishment under Petitioner’s name on the Subject Property prior to commencing operation of the Proposed Use on the Subject Property.

Attachments:

Attachment 1: Location Map

Attachment 2: Site and Context Photos

Attachment 3: License from Illinois Department of Agriculture

Attachment 4: Chairman Szabo Memo to Mayor and City Council

Attachment 5: Draft Excerpt of Minutes from the June 28, 2022 Planning and Zoning Board Meeting

Ordinance Z-22-22

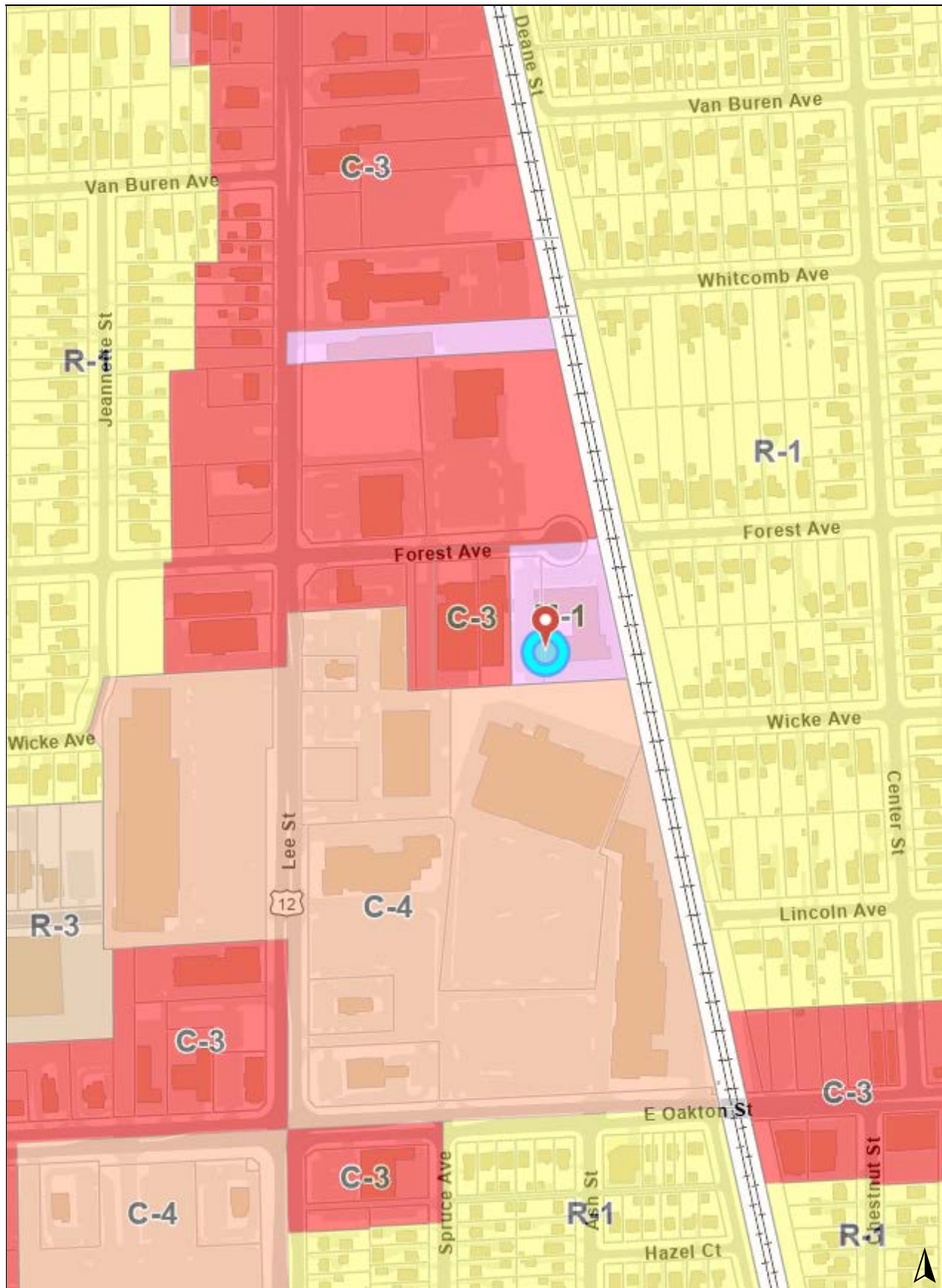
Ordinance Z-22-22

Exhibit A: Project Narrative and Petitioner Responses to Standards

Exhibit B: ALTA/NSPS Land Title Survey

Exhibit C: Floor Plan

Exhibit D: Unconditional Agreement and Consent

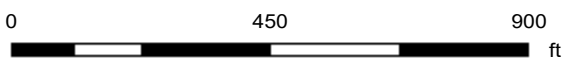


Legend

Zoning and Development

Zoning

- C-1: Neighborhood Shopping
- C-3: General Commercial
- C-4: Regional Shopping
- M-1: Limited Manufacturing
- R-1: Single Family Residential
- R-3: Townhouse Residential



Print Date: 6/23/2022

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.



1245 Forest Ave – Public Notice Signs



1245 Forest Ave – Looking South at Front of Subject Property



1245 Forest Ave – Looking at rear loading dock of unit 9



1245 Forest Ave – View of railroad tracks adjacent to site, facing east

State of Illinois

DEPARTMENT OF AGRICULTURE

Division of Cannabis Regulation

Licensee: Culinary Cannabis Company
License #: 2108011042-IN
Facility Location: 10600 Seymour Ave, Franklin, 60131
Effective Date: January 1, 2022
Expiration Date: December 31, 2022

Licensee is hereby authorized to operate under the Infuser License as provided in their application and any Illinois Department of Agriculture approved modification and/or alteration at the address above in compliance with the Cannabis Regulation and Tax Act (410 ILCS 705) and associated rules.



David C. Lakeman
Division Manager
Division of Cannabis Regulation
Illinois Department of Agriculture

INFUSER LICENSE





COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

June 29, 2022

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

Subject: Planning and Zoning Board, 1245 Forest Avenue, Case #22-021-CU-TA (5th Ward)
RE: Consideration of a Text Amendment for Cannabis Infuser Use in M-1 Zoning District and Conditional Use for Cannabis Infuser Use at Subject Project Under Section 12-7-4 of Manufacturing Districts Regulations

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on June 29, 2022 to consider the Text Amendment and Conditional Use requests to add Cannabis Infuser as a conditional use in the M-1, Limited Manufacturing District and allow a conditional use for a Cannabis Infuser use in the M-1 zoning district at 1245 Forest Ave.

1. The petitioners presented a brief overview of the request for the proposed text amendment and conditional use for the cannabis infuser use. The petitioners provided overview of their company and licensure, and discussed the time and labor-intensive process of obtaining a cannabis infuser license in Illinois. Petitioners currently have a cannabis license, but lost the space they were interested in for their business during the 1.5 year licensing process. Petitioners described the process of cannabis infusing and the materials necessary for the process, emphasizing the strict regulations for the entire cannabis manufacturing and infusing process and the differences between craft growing, dispensaries and infusing. Petitioners stated products from this company are intended for the at-home chef, and involve using isolate and distillate (concentrated cannabis) in pantry products (honey, sugar, etc.) The petitioners estimate one to two deliveries are expected at the site each week and all transport of cannabis is closely monitored with a tracking service, as required by state regulations. All sales will be business to business; unlike a dispensary there are no public retail sales at an infuser facility.

Petitioners then described the two requests, a text amendment to allow the Cannabis Infuser Use in the M-1 Zoning District and conditional use permit to operate at 1245 Forest Avenue. Presentation continued with a description of why Des Plaines was chosen as the location, due to the petitioner's connection to Oakton Community College and interest in this building. Petitioners described the community impact of these requests, expanding available locations for cannabis infusers in Des Plaines and also working with Oakton Community College to promote community involvement and education/professional development of students in the college's Cannabis Certificate Program. Petitioners also discussed the various environmental sustainability measures incorporated with their business plan. Anticipated odor and sound generated by this use was discussed by the petitioner; isolate and distillate (concentrated cannabis) have no odor. The infusion process involves machinery that the petitioner described as "no louder than a household blender." Sonic and vibration detectors will be located on the building, as required, to limit any attempts to illegally enter the building.

2. The Planning and Zoning Board (PZB) Members asked about volume; if CDB and THC will both be produced at facility; what security measures are in place; whether the property will be owned or leased; who the end users will be; what the effect will be on consumers and whether it will be consumed privately; how many employees will be at the facility; and what will the noise impact be on neighboring uses.

The petitioner responded that the anticipated volume will be about 500 units a day, with each unit being approximately one tablespoon in size; the business is only licensed for THC infusing, not CDB, but may consider expanding to CDB in the future; the property is required to have security cameras and 24/7 surveillance of the facility as well as seismic and sonic detectors to limit intrusion into the site, and all cannabis products are closely tracked by the state; the property will be leased; the end users will be people in home kitchens, with a focus on women; two to ten employees are anticipated at this time; the noise impact will be no louder than a household blender, used inside the facility.

3. The Community and Economic Development Department summarized the staff report and noted the two recommended conditions of approval. One condition states plans may need to be revised further at time of building permit to meet all applicable City regulations. Another condition requires one additional accessible parking space shall be striped in the existing parking lot of the building pursuant to Section 12-9-8.
4. No members of the public spoke on this request.
5. The Planning and Zoning Board *recommended* (6-0) that the City Council *approve* of the request as presented with the one condition found in the staff report.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James S. Szabo". The signature is fluid and cursive, with a large initial "J" and "S".

James Szabo,
Des Plaines Planning and Zoning Board, Chairman
Cc: City Officials/Aldermen



DES PLAINES PLANNING AND ZONING BOARD MEETING
June 28, 2022
DRAFT MINUTES

The Des Plaines Planning and Zoning Board held its regularly scheduled meeting on Tuesday, June 28, 2022, at 7:00 p.m. in Room 102 of the Des Plaines Civic Center.

Chairman Szabo called the meeting to order at 7:00 p.m. and read the evening's cases. Roll call was established.

PRESENT: Szabo, Veremis, Saletnik, Hofherr, Fowler, Catalano

ABSENT: Weaver

ALSO PRESENT: John Carlisle, AICP, Director of Community & Economic Development
Jonathan Stytz, AICP, Senior Planner
Samantha Redman, Associate Planner
Laura Fast/Recording Secretary

A quorum was present.

PUBLIC COMMENT ON NON-AGENDA ITEM.

There was no public comment.

Pending Applications

1. Address: 1245 Forest Avenue

Case Number: 22-021-CU-TA

The petitioner is requesting a text amendment to the Zoning Ordinance to allow "Cannabis Infuser" as a conditional use in the M-1 Limited Manufacturing District. The petitioner is also requesting a conditional use permit to allow a cannabis infuser facility to be located in the M-1 Limited Manufacturing District at 1245 Forest Avenue.

PIN: 09-20-400-027-0000 & 09-20-400-031-0000

Petitioner: Kate Nadolski, P.O. Box 1590, Des Plaines, IL 60017
1245 Forest Holdings LLC, One Transam Plaza Drive, Suite 120,
Oakbrook Terrace, IL 60181

Ward Number: #5, Alderman Carla Brookman

Existing Zoning: M-1, Limited Manufacturing District

Surrounding Zoning: North: C-3, General Commercial District

South: C-4, Regional Shopping District
East: R-1, Single Family Residential District
West: C-3, Regional Shopping

Surrounding Land Uses: North: Grocery Store
South: Shopping Center
East: Single Family Residences
West: Restaurant

Street Classification: Forest Avenue is classified as a local street.

Comprehensive Plan: Industrial is the recommended use of the property

Property/Zoning History: The subject property was constructed in 1976 and has operated as a multi-tenant industrial facility throughout the history of the building. The site is currently zoned M-1 Limited Manufacturing, allowing for a variety of light manufacturing and associated services. Other tenants of the building are businesses that would fall under light manufacturing. Currently the cannabis infuser use is only permitted in the M-2 zoning district.

Chair Szabo swore in Petitioners Kate Nadolski and David Nadolski, who began a presentation. The petitioners explained that they are a two-person, brother/sister, LLC. who received licensure on December 21, 2021 as a "true equity company." Additionally, as Ms. Nadolski is the majority shareholder in the company and is a woman, she is also considered to be a minority applicant.

They noted that in Illinois, the cannabis seed-to-sale process breaks down to three areas. Craft Grow Operations are those who grow and harvest cannabis. As per the law, a noteworthy portion of their production is required to be earmarked as distillate (aka tincture) that is then sold to infusion operations. Distillate has the consistency of honey and is similar in its coloration. That distillate is the product that the Culinary Cannabis Company will purchase to be infused into food products. By law, there will be no cannabis flower in the facility and the products produced must use cannabis in distillate form. The second area is the Infusion Operations. This is Culinary Cannabis Company's operation. Products will be infused into edible products. Infusers make products with regular ingredients and infuse a very controlled amount of distillate into that product which results in the product becoming a "cannabis infused" or "green" product. Selling to the public directly is prohibited. The third area is a Dispensary operation which serves as a touchpoint for all legal cannabis purchases in Illinois. Dispensaries sell cannabis and cannabis products to the public.

Ms. Nadolski is the Strategic Procurement and Marketing Manager of an industrial ingredient distributor. Mr. Nadolski is an Adjunct Professor of Speech and Communication at Oakton Community College, the only current US College offering a degree in cannabis business. The State of Illinois requires an outreach program as a condition of their license. The program Mr. and Ms. Nadolski developed is based around further educating the future generation of cannabis business owners.

The petitioners provided an overview of the Biotrack Tracking Software that is required to track the THC, their partnership with EcoLab, a company dedicated to environmental safety in manufacturing and the security of their facility.

Samantha Redman, Associate Planner, provided an overview of the Staff Report.

TEXT AMENDMENT

Project Description: The petitioner, Kate Nadolski of Culinary Cannabis Company (formerly Mary Jane’s Incredible Edibles), is proposing to amend the Zoning Ordinance to add “Cannabis Infuser” as a conditional use in the M-1 Limited Manufacturing District. The petitioner is proposing to lease space from the property owner, which signed the application form and consents to the pursuit of the text amendment and conditional use. Currently cannabis users are permitted as a conditional use within the M-2 District under Section 12-7-4(G), and the use has an additional restriction limiting the location to parcels greater than 500 feet from any pre-existing pre-school, primary school, secondary school, childcare center on a commercial zoning lot, or place of worship. The proposed text amendment maintains this 500-foot minimum distance from sensitive uses, but expands the possibility of a conditional use to the M-1 Zoning District.

What is a Cannabis Infuser?

Cannabis infuser is defined in Section 12-13-3 as, “a facility licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to create a cannabis-infused product.” In other words, cannabis infusers use concentrated cannabis to combine with other products, including candies, foods, lotions, and other consumables. Infusing involves the incorporation of cannabis distillate, a concentrated cannabis into products for human consumption.¹ The cannabis distillate is previously prepared and provided to infusers by licensed cannabis growers and manufacturers and is not manufactured at infuser facilities.

How are Cannabis Infusers Regulated?

The Department of Agriculture Division of Cannabis Regulation licenses infuser operations in Illinois. All licensees are required to submit an application demonstrating how the proposed business will follow state cannabis regulations.² The Cannabis Regulation and Tax Act (410 ILCS 705) outlines requirements of cannabis business establishments. Infuser organization requirements are included in 410 ILCS 705 Section 35-25 and require facilities to adhere to specific security, transportation, packaging and labeling, advertising, environmental safety, and other requirements.

Current Local Regulation

Within the Zoning Ordinance, the purpose of the M-1 Limited Manufacturing District is, “to provide locations for light manufacturing uses and associated services.” (Section 12-7-4(D)(1)). Light manufacturing involves the assembly, fabrication and processing of goods entirely inside a building with limited disturbances from noise, odor, glare, or other health and safety hazards. Light manufacturing generally involves the fabrication of finished products from previously prepared materials and do not require extensive floor areas.

The cannabis infusing process fits within this definition of light manufacturing. Cannabis infusing does not involve the growing of cannabis flower or manufacturing of raw cannabis into a product. Limited noise and odor are associated with the infusing process, which regardless of district (e.g. M-1, M- 2, etc.) is regulated both by Section 12-8-13 (Cannabis Business Establishment Use Standards) and Section 12-12-6 (Odor under Environmental Performance Standards). According to the petitioner’s project narrative, the machinery involved in the infuser process is estimated to be approximately as loud as a household

¹ Fuego, H. (2017, July 8). Concentrate! Here's the Difference Between Shatter, Budder, Crumble and More. Retrieved from Westword: <https://www.westword.com/marijuana/concentrate-heres-the-difference-between-shatter-budder-crumble-and-more-8437217>

² Cannabis Infuser Application and Exhibits. Illinois Department of Agriculture. Accessed at <https://www2.illinois.gov/sites/agr/Plants/Documents/Infuser%20Application%20and%20Exhibits%20Form.pdf>

blender. In addition, consumption or retail sales are not permitted at an infuser facility and delivery outside of a licensed cannabis business establishment is strictly prohibited.

The cannabis infuser use is currently only permitted within M-2 zoning districts through a conditional use permit. Revising the use table to allow cannabis infusers within the M-1 zoning district would expand the areas available for infuser businesses, which is a growing subsector of the industry. While the potential for the use would expand to M-1, no other changes are proposed.

Refer to the attached Proposed Text Amendment.

CONDITIONAL USE

Project Description: The following description and analysis assumes approval of the requested amendments as submitted.

The petitioner is proposing a conditional use to allow a cannabis infuser in the M-1 Limited Manufacturing District at 1245 Forest Ave. Specifically the petitioner would lease Unit 9, a 2,791-square-foot space within a larger building (23,100 square feet) on two parcels (total property area of 69,982 square feet or 1.5 acres.) Other tenants on site include a wholesale bakery, a plastics fabricator, a security company, a drive-away service business, two transportation logistics companies and a screen printing and embroidery business. The property is located on Forest Avenue at the end of a cul-de-sac, adjacent to railroad tracks. The lot line fronting Forest Avenue is designated as the front, the south lot line is the rear, and the side lot lines are on the east and west. The attached Plat of Survey shows the existing site conditions. No railroad crossings are located adjacent to the site; the closest railroad crossing is located approximately 0.2 miles to the south of the subject site. No crossing or additional alterations to the existing rail line are proposed.

In addition, the petitioner's business was issued a cannabis infuser license by the Department of Agriculture Division of Cannabis Regulation on December 21, 2021. Renewal of the license will be required three months prior to its expiration in December 21, 2022. The petitioner does not anticipate any issues with the license renewal. The original license lists the name "Mary Jane's Incredible Edibles" and the business address is in Franklin Park. The petitioner has stated the new name, The Culinary Cannabis Company, and the new address are required to be submitted to the state to update the license prior to beginning business operations. This site meets the location requirements of the proposed conditional use as it is more than 500 feet from any of the listed sensitive uses (e.g. pre-existing pre-school, primary school, secondary school, childcare center on a commercial zoning lot, or place of worship).

The proposed floor plan of the building includes an office, an infusing and packaging area, and the loading/unloading area inside the building (Refer to attached floor plan). The petitioner will be adding two rooms to the floor plan: a clean room and a security room. The clean room will be located at the entrance to the processing and manufacturing area and serves as a pre-production sanitation zone to prevent product contamination. The security room will include the safe for the building and storage for servers and other technical equipment for the facility. Access to the processing and manufacturing area will be restricted to employees with state ID cards. Plans may be revised further at time of building permit to meet all applicable City regulations.

The property has shared parking for tenants. Cannabis infuser uses are required to provide one space for every 1,000 square feet of gross floor area for infusing and packaging purposes, plus one space for every 250 square feet of gross floor area dedicated to office uses, plus one space for every 1,000 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. Therefore, the floor area subject to the parking requirement for this 2,791-square-foot space would be 2,741 square feet.

Use	Floor Area	Required parking
Infusing and packaging	1,848.58 sf	2 spaces
Office	413.82 sf	2 spaces
Ancillary uses	437.03 sf	1 space
	Total	5 spaces

Pursuant to Section 12-9-7, five spaces will be required for this use. Sixty-six (66) total parking spaces and two accessible spaces are located on site. Based on the current tenants on the site, staff has determined a sufficient amount of parking would be available for this new use on the property. The parking area for the entire 1245 Forest complex was recently re-surfaced and re-a building permit approved on April 27, 2022, yielding 66 total parking spaces including two handicap accessible spaces. Pursuant to Section 12-9-8, three accessible spaces are required for parking areas with 66 spaces. A condition of approval is recommended to add one additional accessible parking space.

Deliveries for cannabis business establishments are unique compared to other uses due to state regulations. Transport of product from the proposed facility to dispensaries is required to be completed in an unmarked vehicle, although personal vehicles may be used to deliver to dispensaries within a certain radius, as specified by state law.³ Loading and unloading may not occur on an open loading dock, but an unmarked vehicle will pull into the garage of the facility and cannot unload until the garage door is completely closed.⁴ According to the Project Narrative, deliveries are expected to occur one to two times a week during regular business hours. The facility is also required to have security cameras with 24-hour surveillance at all points of entry and exit, and any areas cannabis is stored, handled, transferred, or destroyed.

Cannabis business establishments are permitted to have one non-illuminated wall sign measuring 50 square feet. No electronic message board signs, temporary signs, or window signs are permitted. The applicant intends to locate one sign for their business establishment on site. State regulations limit what can appear on this sign.⁵ Any future signage will be submitted and approved as a separate sign permit.

Standards for 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. The PZB may use this rationale to adopt findings of fact, or the Board may make up its own. See also the petitioner's responses to standards.

1. Whether the proposed amendment is consistent with the goals, objectives, and policies of the

³ 410 ILCS 705 Section 35-25. Infuser organization requirements; prohibitions

⁴ 410 IL 705 Section 15-100. Security

⁵ 410 ILCS 705 Section 55-20 restricts cannabis advertisements to depict any false or misleading information, any health, medicinal or therapeutic claims about cannabis, overconsumption of cannabis, actual consumption of cannabis, or appeals to any person under 21 years of age with cartoons, toys, animals, or any other characters, images or phrases.

comprehensive plan, as adopted and amended from time to time by the City Council;

Comment: The 2019 Comprehensive Plan does not address cannabis use. However, the proposed amendment would not conflict with any existing goals, objectives or policies of the comprehensive plan.

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

Comment: Cannabis infuser uses are allowed in the M-2 zoning district. The proposed text amendment would expand available locations to M-1 zoned parcels to support the growing cannabis infuser subsector and the cannabis industry overall in the city.

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

The proposed amendment is not anticipated to impact public facilities and available services but rather enhance economic development within Des Plaines. Infusers do not use a substantial amount of water or generate excessive waste products compared to other manufacturing uses.

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

The proposed amendment will not have an adverse effect on property values throughout the City. The proposed use would provide additional economic opportunities for parcels zoned M-1 and support opportunities for a burgeoning industry within Illinois.

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

The proposed text amendment works towards responsible standards for development and growth by contributing to the economic and employment needs of the community. Expanding the available zoning districts permitted to have this type of business creates additional opportunities for new businesses. As discussed in the petitioner's response to standards, cannabis infusers have several state restrictions limiting where a business can be located. Expanding the available area for this use would support this industry in the city and the infuser subsector overall.

Conditional Use Findings: The following is a discussion of standards for zoning amendments from Section 12-3-4(E) of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided. The PZB may use this rationale to adopt findings of fact, or the Board may make up its own.

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

Comment: A text amendment request to add Cannabis Infuser as a use in the M-1 Zoning District is currently being requested. If this proposed text amendment is approved, Cannabis Infuser will be listed as a Conditional Use in the M-1 district, as specified in Section 12-7-3 of the Zoning Ordinance, as amended.

2. The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:

Comment: The 2019 Comprehensive Plan does not address cannabis use. However, the proposed amendment would not conflict with any existing goals, objectives, or policies of the comprehensive plan

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

Comment: The proposed Cannabis Infuser Conditional Use would provide a tenant for a vacant space in a multi-tenant manufacturing building. The use would be harmonious with the surrounding manufacturing and commercial businesses in the area and in close proximity to other cannabis businesses in the northwest suburbs of Chicagoland.

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

Comment: The proposed use would not be hazardous or disturbing to the existing neighboring uses. The Police Department was consulted on this use and indicated they did not have any public safety concerns about this use at the property. Security cameras monitored 24/7 will be placed outside the location, as required by state cannabis regulations. All deliveries, including the drop off and pick up of cannabis, are required to be contained inside the existing building as required by state cannabis regulations. Thus, the use is contained inside an existing building and will not detract or disturb surrounding uses in the area.

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

Comment: The subject property is within an existing commercial and manufacturing area that has direct access to essential public facilities and services. Staff has no concerns that the proposed use will not be adequately served with essential public facilities and services.

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

Comment: The proposed use would neither create a burden on public facilities, nor would it be a detriment to the economic well-being of the community. The proposed use may improve the economic well-being of the community by providing additional economic development and employment opportunities to residents.

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: All proposed activities for the cannabis infuser use would take place inside the building reducing any noise, smoke fumes, light, glare, odors, or other concerns. In addition, cannabis business establishments may be subject to periodic inspections of the premises to determine if any additional odor mitigation is required. Traffic will be limited to employees and up to two weekly deliveries of cannabis products. Pursuant to state regulations, deliveries are completed with sprinter vans or personal vehicles, depending on proximity to cannabis business establishments and must be entirely contained within a garage. No larger truck traffic will be generated by this use.

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

Comment: The proposed use will not create an interference with traffic. No retail sales will occur on site and deliveries are anticipated to occur one to two times weekly. Delivery vehicles will be unmarked vans or personal vehicles, depending on proximity to dispensaries. No larger truck traffic will be generated by

this use. Pursuant to state regulations, all deliveries will be entirely contained within the garage located in this unit.

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

Comment: The subject property is within an existing building and thus would not result in the loss or damage of natural, scenic, or historic features. No new development is proposed for this site.

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

Comment: The proposed cannabis infuser will comply with all applicable requirements as stated in the Zoning Ordinance. The use will follow the Cannabis Business Establishment requirements in Section 12-8-13 and the proposed text amendment for M-1 requires the site to be located 500 feet or greater from pre-existing pre-school, primary school, secondary school, childcare center on a commercial zoning lot, or place of worship.

PZB Procedure and Recommended Conditions: Pursuant to Sections 12-3-4(E) and 12-3-7(E) of the Zoning Ordinance, the PZB may vote to *recommend* approval, approval with modifications, or disapproval of the proposed text amendments and conditional use. The City Council has final authority over both requests. The PZB should take two motions to consider each request individually. First, the Board should consider the text amendments, which may be recommended for approval *as submitted*, approval *as revised*, or denial.

Second, based on the outcome of the first motion, the Board can consider a recommendation regarding the conditional use. However, should the PZB recommend approval of the conditional use, staff suggest the following conditions for the conditional use request:

Conditions of Approval:

1. Plans may need to be revised further at time of building permit to meet all applicable City regulations.
2. One additional accessible parking space shall be striped in the existing parking lot of the building pursuant to Section 12-9-8.

Member Fowler asked the daily volume of product that will be produced. Ms. Nadolski responded that while currently it is difficult to calculate the estimated units per day will be approximately 500 units. A unit equals one tablespoon.

Member Saletnik asked if both THC and CBD will be used. Mr. Nadolski stated that only THC will be used.

Member Hofherr commended the petitioners on their quality of security and inquired as to who are the end-users and the effect on impaired individuals. The petitioners explained the end-users are typically 40-65 year old women mainly using the product as an ingredient and not an end product. Their products will mainly be consumed in the household.

Member Veremis inquired as to the type of training required. Ms. Nadolski responded that a Food Safety Certificate is required by the State of Illinois and any employees on the production floor are required to be fingerprinted.

A motion was made by Board Member Fowler, seconded by Board Member Hofherr to approve a zoning text amendment to allow a cannabis infuser use as a conditional use in the M-1 zoning district.

AYES: Szabo, Veremis, Saletnik, Hofherr, Fowler, Catalano

NAYES: None

ABSTAIN: None

*****MOTION CARRIES UNANIMOUSLY****

A motion was made by Board Member Veremis, seconded by Board Member Hofherr to approve a conditional use cannabis infuser to operate at 1245 Forest Avenue.

AYES: Szabo, Veremis, Saletnik, Hofherr, Fowler, Catalano

NAYES: None

ABSTAIN: None

*****MOTION CARRIES UNANIMOUSLY****

CITY OF DES PLAINES

ORDINANCE Z - 22 - 22

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A CANNABIS INFUSER USE AT 1245 FOREST AVENUE, DES PLAINES, ILLINOIS (Case #22-021-CU-TA).

WHEREAS, Culinary Cannabis Company LLC (“*Petitioner*”) is the lessee of Unit 9 located on the 69,982-square-foot property commonly known as 1245 Forest Avenue, Des Plaines, Illinois (“*Subject Property*”); and

WHEREAS, the Subject Property is located in the M-1 Limited Manufacturing District (“*M-1 District*”) and is improved with a multi-tenant manufacturing building; and

WHEREAS, the Petitioner desires to operate as a cannabis infuser use on the Subject Property (“*Proposed Use*”); and

WHEREAS, the Illinois Department of Agriculture Division of Cannabis Regulation on December 21, 2021 issued a cannabis infuser license to Kate Nadolski, manager of the Petitioner, under another business name at a different location (“*State License*”); and

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

WHEREAS, pursuant to Section 12-7-4.G of the Zoning Ordinance, cannabis infuser uses are only permitted in the M-1 District pursuant to a conditional use permit approved by the City Council; and

WHEREAS, in order to operate the Proposed Use on the Subject Property, and pursuant to Section 12-3-4 of the Zoning Ordinance, Kate Nadolski, on behalf of the Petitioner, filed an application with the City for the approval of a conditional use permit (“*Proposed Conditional Use Permit*”) for the operation of the Proposed Use on the Subject Property (“*Requested Relief*”); and

WHEREAS, the Subject Property is owned by 1245 Forest Holdings LLC (“*Owner*”), which has consented to the Petitioner’s application; and

WHEREAS, within 15 days after the receipt thereof, the Petitioner’s application was referred by the Department of Community and Economic Development to the Planning and Zoning Board of the City of Des Plaines (“*PZB*”); and

WHEREAS, within 90 days after the date of the Petitioner’s application, a public hearing was held by the PZB on June 28, 2022, pursuant to publication in the *Des Plaines Journal* on June 8, 2022; and

WHEREAS, notice of the public hearing was mailed to all property owners within 500 feet of the Subject Property; and

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

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on June 29, 2022, summarizing the testimony and evidence received by the PZB and stating its recommendation, by a vote of 6-0, to approve the Requested Relief subject to certain conditions; and

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

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated June 22, 2022, and has determined that it is in the best interest of the City and the public to approve the Requested Relief in accordance with the provisions of this Ordinance;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for the approval of the Requested Relief.

SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY. Subject Property is legally described as:

LOT 6 AND THE EAST 75 FEET OF LOT 5 IN LEE-Forest SUBDIVISION OF THE NORTH 332 FEET OF THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WISCONSIN CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS.

P.I.N.s: 09-20-400-027-0000 & 09-20-400-031-0000

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 hereby grants the Petitioner the Conditional Use Permit to allow the operation of the Proposed Use in the M-1 District on the Subject Property. The Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

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

A. Compliance with Law and Regulations. The development, use, operation, and maintenance of the Subject Property by the Petitioner must comply with all applicable City codes and ordinances, including, without limitation, Section 12-8-13 of the Zoning Ordinance, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. Compliance with Plans. The development, use, and maintenance of the Subject Property shall be in strict compliance with the following plans, except for minor changes and site work approved by the Director of the Department, and changes to comply with the conditions set forth in Section 4.B of this Ordinance, in accordance with all applicable City codes, ordinances, and standards, including, without limitation, Sections 3.4-8, "Limitations on Conditional Uses," and 3.4-9, "Effect of Approval," of the Zoning Ordinance.

1. The Project Narrative, prepared by the Petitioner, consisting of twenty-two sheets, and dated June 16, 2022, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit A*;

2. The ALTA/NSPS Land Title Survey, prepared by Chicagoland Survey Company Inc., consisting of one sheet, and with a latest revision date of October 18, 2016, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit B***;

3. The Floor Plan, prepared by the Petitioner. consisting of one sheet, and with a latest revision date of June 16, 2022, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit C***; and

C. Additional Conditions. The development, use, and maintenance of the Subject Property shall be subject to and contingent upon compliance with the additional condition as follows:

1. The plans submitted by the Petitioner may need to be revised at time of building permit in order to comport with all applicable City regulations.

2. One additional accessible parking space shall be striped in the existing parking lot of the building pursuant to Section 12-9-8 within 90 days of the passage of this Ordinance.

3. Petitioner must amend the State License so that Petitioner has a State-issued license authorizing the operation of a cannabis infuser establishment under Petitioner's name on the Subject Property prior to commencing operation of the Proposed Use on the Subject Property.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than 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 the Owner fails to develop or maintain the Subject Property in accordance with the requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance, the Conditional Use Permit granted in Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the M-1 District. Further, in the event of such revocation of the Conditional Use Permit, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner and the Owner acknowledge that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner and the Owner.

SECTION 6. BINDING EFFECT; NON-TRANSFERABILITY. The privileges, obligations, and provisions of each and every section and requirement of this Ordinance are for and shall inure solely to the benefit of Petitioner. Nothing in this Ordinance shall be deemed to

allow the Petitioner to transfer any of the rights or interests granted herein to any other person or entity without the prior approval of the City Council by a duly adopted amendment to this Ordinance.

SECTION 7. 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 8. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after the occurrence of the following:

- A. its passage, approval and publication in pamphlet form as provided by law;
- B. 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. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as *Exhibit D*; and
- C. 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.
- D. In the event that the Petitioner and Owner do not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 8.B 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.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
_____ day of _____, 2022.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Approving CUP for Cannabis Infuser at 1245 Forest Ave

Culinary Cannabis Company's City of Des Plaines Location Application,
Proposed Text Amendment
&
Project Narrative

Requested Location Address: 1245 Forest Ave. Des Plaines, IL

Des Plaines Application Standards

We have read and believe we abide by all of the regulations listed under Conditional Use in the City of Des Plaines. Our business will conform to any and all stated city regulations and which may develop pursuant to the recommendations of the Planning & Zoning Commission during our time of residence. Note: we are happy to share our complete business plan upon request.

Overview

There are many reasons we would like to locate our company in Des Plaines. For starters, the location is not only convenient to both owners, but Des Plaines is familiar to us! For over a decade, David has been employed as a professor at Oakton Community College which in a serendipitous and cutting edge move issued by that same institution, Oakton became the first college IN THE NATION to offer a Cannabis Curriculum and Certificate that students can participate in to immerse themselves into the field. And with cannabis being a fast growing industry, we could think of no better place to start our operation. In fact, as part of our application that was ultimately accepted and resulted in us being granted a license, we were required to talk about how we would "give back to our community" if we were to be granted a license. When asked, we specifically stated that it is our full intention to not only work with the college foundation at Oakton to create grants and scholarships for those who have been disproportionately impacted by the enforcement of cannabis law (AKA Equity Applicants), but that we would also work hard to create an incubator program that would allow students to gain first hand knowledge and skills in running their own infusion operations. In fact, David was even told by the department chair in a non-binding conversation, that if he were to be granted an infusion license and got his facility going, that Oakton would be "very willing" to consider making him a tenured professor in the Cannabis department at Oakton.

Whether or not the offer comes to pass, as a licensee we are required by law to fulfill all of the promises we made in our application as a condition of licensure. Furthermore, it is written in the law that failure to reasonably adhere to the promises and projections that we made could result in a revocation of our license.

Oakton College is a Community college. The students who attend, for the most part, are from the surrounding areas. We believe that our public private partnership with Oakton is going to serve as a magnet in this very hot industry that will ultimately produce students who will want to start their own businesses close to home and who will also both pay taxes and create jobs ad infinitum. It is therefore highly likely that if our application were to be granted that the path we carve out together will be followed by many and bring countless resources to the City of Des Plaines in the years to come.

What Is an Infuser?

In Illinois, the cannabis seed-to-sale process breaks down to three areas that include

1) Craft Grow Operations are those who grow and harvest cannabis. They will produce pre-roll joints, vape pens etc. that will be brought to market. However, as per the law, a noteworthy portion (30%?) of their production is required to be earmarked as distillate (aka tincture) that is then sold to infusion operations. Distillate has the consistency of honey and is similar in its coloration as well. If you've ever seen a vape pen, distillate is "the juice" inside of it in its rawest form. That distillate is the product that our company will purchase to be infused into our products. By law, there will be no cannabis flower in the facility and we must produce items using cannabis in distillate form.

2) Infusion Operations are who we are! Most people know infusion operations by the products they produce. So for example cookies, brownies, rice krispie treats, gummies, etc. but there are many other products that can be infused as well! For example, lotions, heating pads for pain, and a whole host of other things can be made. But what's most important to know is that Infusers either take or make things with regular ingredients and infuse a very controlled amount of distillate into that product which results in the product becoming a "cannabis infused" or "green" product. The machines used for such operations typically utilize a 110 standard electric line and all machines are inspected by Underwriter Laboratories (UL) or an equivalent. Once the product is fully infused, a lot number is given to it (for recall purposes) and the finished items are used to fulfill the orders that are placed by the dispensary.

We are not public facing and selling to the public directly is prohibited. The machinery is light manufacturing and we therefore find the 1245 Forest property to be the perfect location for us. There is no odor, and very little noise. It would not be unreasonable to compare the noise level we expect to emit in our facility to be similar in volume to that of a blender in your home kitchen. Since this organization is B2B only, we do not imagine, anticipate or have any reason to expect any notable increase in traffic from what the area sees today beyond the few employee cars that would appear on a regular basis.

3) A Dispensary operation is what every municipality knows and wants to attract because it's in the limelight and serves as a touchpoint for all legal cannabis purchases in Illinois. Dispensaries sell cannabis and cannabis products to the public. Dispensaries are also required by law to allocate at least 30% of their shelf space to other competitors who wish to have their products carried there.

A Quick Bit About Our Company

We received licensure on 12/21/2021, a 1 year and 9 month wait after the submission of our application. Founded by the brother-sister combination of Kate and David Nadolski, our company is one of the only companies out there who is a true equity company. An equity applicant is a designation by the state which mapped out areas in the state that have been "disproportionately impacted by the prohibition and enforcement of cannabis laws. In it, the law

states that if you have been born and raised in one of the designated areas that have suffered by enforcement of drug laws, if you have ever been incarcerated for any cannabis related charges, or if a member of your immediate family has been incarcerated for cannabis, then the enforcement of these laws has impacted your family, your ability to earn income and therefore renders you as an “equity applicant”.

As fortune would have it (or not), Kate’s husband was incarcerated for cannabis at one time earlier in his life. It has absolutely affected his ability to generate income and therefore Kate has been verified as an “Equity Applicant”. Additionally, as Kate is the majority shareholder of our company and is a woman, she is also considered to be a minority applicant. This has been verified by the state and gave us an instant 20% bonus in our application. We are also eligible for DCEO startup money having been approved for a minimum of \$20,000 and a maximum of \$250,000. As the only financial contributors to our company, we intentionally are looking for a small location so we can extend the little funds we have.

Dave works by day in the credit card processing industry and by night as an Adjunct Professor of Speech and Communication at Oakton Community College, the only current US college offering a degree in cannabis business. Ironically, the State requires an outreach program. The program we developed is based around further educating the future generation of cannabis business owners. This will draw future entrepreneurs to our location in your municipality and help Des Plaines to become a magnet for the industry in the midwest.

Kate is the Strategic Procurement and Marketing Manager of an industrial ingredient distributor. For the past 12 years Kate has been following food markets, negotiating with refiners, and supplying many of the US food manufacturers (such as Hostess, Tootsie Roll, Frito Lay, etc) with thousands of pounds of bulk ingredients they need to manufacture the products that go into grocery stores. With this knowledge of food safety, network of major food manufacturers, and Advisory Board consisting of a Food Scientist, FDA Facility Auditor, Pharmacist, among other professionals, we believe that we have all the tools to bring success to our organization, the local community, and potentially nationwide, should the law come to pass.

Dave and Kate are also known for being members of Oakton Community College’s OMG Improvisation Comedy Troupe, (who has performed at the Des Arts Festival in the past) on top of our start up efforts. Kate is doing this, along with her full time job all while raising a 14 year old girl and a 3 year old boy. Dave has a cat.

A Quick Note on Our Name Change

Originally founded as Mary Jane’s Incredible Edibles, we operated under that name for the better part of 2.5 years. Everything changed when we received a cease and desist from Edible Arrangements who claimed that our use of the combined words “Incredible Edibles” was a copyright violation and therefore needed to be changed. Within a week we had a new name and are now referred to as The Culinary Cannabis Company. This will explain why that difference exists. It is important to note that if we are to be given the green light by Des Plaines,

we are required to submit any address or name change information to the state. Once we do that, there will be unification in our company name going forward.

Proposed Text Amendment to Amend the M-1 to include "cannabis infuser" as a conditional use

A cannabis infuser use is not presently a permitted or conditional use in M-1 (Light Manufacturing), but the use will be allowed as a conditional use if the text amendment associated with the application is processed.

Status Quo

Currently the real estate market is very difficult for the newest licensees to break into in part because of the extremely strict laws surrounding where one is allowed to locate. Most people are unaware of the fact that we are required to find a location according to the following standards. The property must be:

- 1) Affordable
- 2) Located in a community that is cannabis friendly
- 3) Is between 500-1500 feet away from a church depending on the municipality
- 4) Is between 500-1500 feet away from a school depending on the municipality
- 5) Is between 500-1500 feet away from a park depending on the municipality
- 6) Owned outright. There must be no liens or mortgages or anything FDIC
- 7) The Owner cannot own a business that depends on revolving credit backed by the FDIC
- 8) Owned by someone who is willing to sign a letter of consent, stating that they fully understand to and agree to hosting a cannabis business in their facility
- 9) good stewards to our communities as a condition of maintaining our license

As you can imagine, the aforementioned rules make finding a cannabis space next to impossible to locate. So if Des Plaines were to open up another zone for potential applicants, such a move could open up further opportunities for those who are looking to get into the business. In short, our application represents an opportunity for Des Plaines to be one of the more friendly municipalities for cannabis in Chicagoland. With dispensary applicants about to be released and another round of potential license holders about to start looking for locations, we believe that if the city grants us the ability to locate in an M2 zone that more businesses will consider Des Plaines because they have more options.

Finally, with Oakton College being the first cannabis certificate program in the nation, one can only assume that the most educated among the new applicants will have been home grown through Oakton's cannabis program because Oakton is in fact, a community college. So why risk the swath of Des Plaines Preferring applicants going somewhere other than Des Plaines? This is especially true when we see that this business category is notorious for building wealth, roots and creating endless growth in a community of their choice. Why not Des Plaines?!

In our opinion, especially with a redone landmark downtown theatre, and a casino right next door, Des Plaines possessed the potential to become known as the Green Mile of Chicago. In fact, they can even end the Green Mile at McDonalds if only to ironically end yet another cannabis journey as so many often do. Craft grow, infusion, dispensaries and transportation agencies aside, we believe that operating infusion facilities in particular in an M-2 Zone in Des Plaines makes sense.

The Text Amendment

According to what has been legally outlined on [the Des Plaines website, section 12-3-7](#) of the law is as follows:

A. Purpose: The purpose of this section is to provide standards and procedures for making amendments to the text of this title and the zoning map that are of general significance or application. This amendment process is not intended to relieve particular hardships nor to confer special privileges or rights upon any person, but only to make adjustments necessary in light of changed conditions or changes in public policy.

The pretext set for an amendment states that one is allowed to “make adjustments necessary in light of changed conditions or changes in public policy”. Since Illinois passed the recreational cannabis law, we believe that the exact conditions have been met to warrant a text amendment. We further assert that conditions have changed in terms of property availability because the state took excessive time in its granting of such licenses. We therefore believe that we meet both criteria and that the grounds for an amendment is justified.

Currently, Cannabis Infusion in the City of Des Plaines is allowed in an M2 zone. We believe it to also be appropriate to allow Infusion to take place in an M1 Zone too. And since this particular property we are seeking this amendment is separated from residents by a railroad track and also happens to comply with Note 5 which states “No cannabis business establishment shall be located within 500 feet of any pre-existing pre-school, primary school, secondary school, childcare center on a commercial zoning lot, or place of worship. All minimum distance requirements shall be measured from zoning lot line to zoning lot line. purpose of these zones are clearly meant for light manufacturing, which is exactly what we are planning to do”. We believe this amendmendment to be an appropriate use of this property and this zone. Additionally if granted, our set precedent will both pave the way for others and create a great opportunity upon which the city of Des Plaines can embrace.

Finally, we wanted to address the items [in section 12-3-7-E](#), and issue our **responses to each consideration in red**. The law states:

E. Standards For Amendments: The determination to amend the text of this title or the zoning map is a matter committed to the sound legislative discretion of the city council and is not controlled by any one standard. In making their determination, however, the city council should, in determining whether to adopt or deny, or to adopt some modification of the planning

and zoning board's recommendation, consider, among other factors, the following: (Ord. Z-8-98, 9-21-1998; amd. Ord. Z-29-15, 10-5-2015)

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;
In objective 3 Economic Development is discussed and we are convinced that not only will we bring more employees to Des Plaines, but also maintain that if we are granted a text amendment that the precedent will be set for others to follow which will lead to more and more companies coming to Des Plaines to do the same. Allowing the light manufacturing process of cannabis infusion in the M-1 zone will bring new entrepreneurs to this area as well as draw others, due to the ability to self transit to state certified facilities within 3 miles. Our environmental plan is in accordance with the objectives of the cities comprehensive plan to develop companies that are green and helpful for the environment. We believe that we are developing in the spirit of this principle. While we may not be directly addressing objective 7 for Water Management, our business plan calls for very little water and is again found in our environmental plan whose link is above.

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

Cannabis infusing, in practice, fits within the definition of Manufacturing, Light in the Des Plaines Zoning Ordinance. It runs parallel with the parameters set forth by the village because no process we plan to undergo will create noise beyond the sound of a kitchen blender. Our processes do not involve smoke, fumes, or predictable odors. There is no glare involved, nor are there any health or safety concerns because we are building with the goal of becoming immediately FDA compliant if/when cannabis becomes nationally legal. Our facilities are food grade and even involve a scrub room as the only means to get into or out of the infusion area. Absent the fact that none of the concerns stated in the statute apply to our planned processes inside the building, it certainly should not be a concern for any activities occurring outside the building.

In fact, according to Illinois State law, cannabis infusers must purchase the cannabis material in an extracted format. These distillates and isolates are previously prepared materials by State Certified Craftgrowers. The extracted product is then further processed for consumption, either topical or edible and all are to be shipped in very specifically designed sealed containers.. In addition to that, state law also requires the inspection and approval of the facility for production prior to launch to ensure it is safe for public consumption and in line with all public health laws. The law also dictates that all the loading and unloading of materials must be in an enclosed area with the manufacturing floor and inventory storage only key card accessible with State issued ID cards. They require craftgrow and infusers to be discrete, limiting the signage and public facing opportunities. So when the ordinance states, "Light manufacturing generally includes processing and fabrication of finished products predominantly from previously prepared materials and includes processes that do not require extensive floor areas or land areas", it's easy to see that we are doing exactly that.

In short, Cannabis Infusion follows the definition of light manufacturing in the sense that it is completely enclosed and activity is limited to within the premises, out of sight; it requires / utilizes previously prepared materials, and it is State authorized regarding public safety. Allowing the light manufacturing process of cannabis infusion in the M-1 zone will bring new entrepreneurs to this area as well as draw others, due to the ability to self transit to state certified facilities within 3 miles.

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

Our current operation plans, in line with other infusers, do not require the use of water in our production beyond cleaning our equipment. Our machines all operate on a standard 110v line. Our current planned manufacturing process utilizes a mixer (much like one used at in-home kitchen) a PCET2A a machine that pumps the material from the mixing bowl to a plastic sleeve (much like a ketchup packet) seals it and cuts it to be portion controlled. As you can imagine the noise is limited and the odor is non-existent. Please note that all processes are State approved to ensure public safety in practices and consumption.

Regarding traffic, by law we only will sell to dispensaries and other State certified infusers. As such the general public will have no draw and as such we do not anticipate a growth in traffic flow. In line with other infusers, we expect deliveries to occur 1-2 times a week. Infuser operations do not typically have a substantial number of employees; our particular operation plans to have under ten employees for the foreseeable future and our planned hours of operation are Monday-Friday from 8:30a-5p. Infusers do not have notable increases in traffic by delivery vehicles or by vehicles of employees. Furthermore, when it comes to impeding traffic, semi trucks are not used for shipping, who are notorious for blocking traffic. Instead, state law mandates that all delivery vehicles will be unmarked sprinter vans and the like, in general. Infusers are allowed to use our personal vehicles if delivering to any dispensaries within a 3 mile radius as per state law. Finally, state law mandates that all transfer on and off of all delivery vehicles take place in a locked, enclosed garage where the delivery vehicle pulls in, the door is shut and locked, the loading or unloading takes place and the vehicle is on its way. So we won't even have gapers. Therefore with none of the factors associated with increased traffic pertaining to infusing operations, there is no reason to believe any of the outlined concerns will come to fruition."

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

Cannabis infusing processes do not involve smoke, fumes, or predictable odors. There is no glare involved, nor are there any health or safety concerns because we are building with the goal of becoming immediately FDA compliant if/when cannabis becomes nationally legal. Our facilities are food grade and even involve a scrub room as the only means to get into or out of the infusion area. Absent the fact that none of the concerns stated in the statute apply to our

planned processes inside the building, it certainly should not be a concern for any activities occurring outside the building.

5. Whether the proposed amendment reflects responsible standards for development and growth. (Ord. Z-8-98, 9-21-1998)

Currently, Cannabis Infusion in the City of Des Plaines is allowed in an M2 zone. We believe it to also be appropriate to allow Infusion to take place in an M1 Zone too. We believe this amendment to be an appropriate use of this property and this zone. Additionally if granted, our set precedent will both pave the way for others and create a great opportunity upon which the city of Des Plaines can embrace.

Currently the real estate market is very difficult for the newest licensees to break into in part because of the extremely strict laws surrounding where one is allowed to locate. Most people are unaware of the fact that we are required to find a location according to the following standards. The property must be:

- 1) Affordable
- 2) Located in a community that is cannabis friendly
- 3) Is between 500-1500 feet away from a church depending on the municipality
- 4) Is between 500-1500 feet away from a school depending on the municipality
- 5) Is between 500-1500 feet away from a park depending on the municipality
- 6) Owned outright. There must be no liens or mortgages or anything FDIC
- 7) The Owner cannot own a business that depends on revolving credit backed by the FDIC
- 8) Owned by someone who is willing to sign a letter of consent, stating that they fully understand to and agree to hosting a cannabis business in their facility
- 9) good stewards to our communities as a condition of maintaining our license

As you can imagine, the aforementioned rules make finding a cannabis space next to impossible to locate. So if Des Plaines were to open up another zone for potential applicants, such a move could open up further opportunities for those who are looking to get into the business. In short, our application represents an opportunity for Des Plaines to be one of the more friendly municipalities for cannabis in Chicagoland. With dispensary applicants about to be released and another round of potential license holders about to start looking for locations,

we believe that if the city grants us the ability to locate in an M1 zone that more businesses will consider Des Plaines because they have more options.

Our Request to Have a Special Use Permit Granted to Us

A copy of our State Issued License can be found [by clicking here](#).

Standards for Conditional Use

- 1) *The proposed conditional use is in fact a conditional use established within the specific zoning district involved;*

Yes. The M1 is designated for light manufacturing and our equipment falls within that definition. We therefore believe that this designation is appropriate for the operation we are proposing.

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

First, when looking at objective 2 in the comprehensive plan organization, we were able to address in the next question we will address below. In short, we are not going to alter the outer building and are in alignment with other light manufacturers in the area. We therefore believe we will be in harmony with our surroundings. In objective 3 Economic Development is discussed and we are convinced that not only will we bring more employees to Des Plaines, but also maintain that if we are granted a text amendment that the precedent will be set for others to follow which will lead to more and more companies coming to Des Plaines to do the same. Additionally, in terms of objective 6 of Diversity and Culture, we are taking several steps to include equity, diversity and inclusion in our company's dna. The hiring agency we will be working with specifically deals with equity applicants and therefore they will have the first overview when it comes to bringing on additional employees. We are also reaching out to minority business owners to work and will award business to them as the need arises. As previously mentioned in our environmental plan, it is in accordance with the objectives of the cities comprehensive plan to develop companies that are green and helpful for the environment. We believe that we are developing in the spirit of this principle. While we may not be directly addressing objective 7 for Water Management, our business plan calls for very little water and is again found in our environmental plan whose link is above.

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

There will be no alterations to the outer shell of the building. Further, we will be operating alongside the other white manufacturers and we know this because the property is zoned as a such. Besides security measures (cameras, sensors etc.) we will not alter any outside structure.

- 4) *The proposed conditional use is not hazardous or disturbing to existing neighborhood uses*

We have coordinated all waste disposal to be handled through an agreement with eco-labs. That said, we do not expect any hazardous material to be emitted or worked with at our facility beyond materials that are used for cleaning the equipment. We do not believe there will be any notable increases in traffic by delivery vehicles or by vehicles of employees. We only plan on having vehicles stopped by a few times a week and the vehicles that deal will be unmarked sprinter vans in general. We are allowed to use our personal vehicles if we are delivering to any dispensaries within a 3 mile radius as per state law. We plan on starting with two employees and growing from there. We do not expect to exceed 10 employees on location at this time and we expect that growing to that number will take 2-3 years to achieve.

- 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;*

Our company plans to use the existing infrastructure with the building. We do not expect any additional stresses on the infrastructure with our business and plan to operate only within existing infrastructure.

- 6) *The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;*

There are no additional requirements necessary for the full implementation of our business.

- 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;*

Our current planned manufacturing process utilizes a mixer (much like one used at in-home kitchen) a PCET2A a machine that pumps the material from the mixing bowl to a plastic sleeve (much like a ketchup packet) seals it and cuts it to be portion controlled. As you can imagine the noise is limited and the odor is non-existent. Please note that all processes are State approved to ensure public safety in practices and consumption.

Regarding traffic, by law we only will sell to dispensaries and other State certified infusers. As such the general public will have no draw and as such we do not anticipate a growth in traffic flow.

Part of our business plan is the employment of EcoLab, a company dedicated to ensuring environmentally safe procedures and products in regards to cleaning and manufacturing in the food industry. This organization will help us to stay in compliance with environmental and legislative changes.

In regards to odor, as previously mentioned, we are required by State law to produce using cannabis distillate or isolate, an extracted format in which the product is concentrated and carries less odor (think vanilla extract).

No smoke, fumes, or glares are present in this manufacturing process. The proposed location is compliant with all fire safety standards.

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

Though it may change, we expect deliveries to occur 1-2 times a week. We also plan on having under ten employees for the foreseeable future and our planned hours of operation are Monday-Friday from 8:30a-5p. Therefore there will not be any notable increases in traffic by delivery vehicles or by vehicles of employees. Furthermore, when it comes to impeding traffic, we won't even use semi trucks for shipping who are notorious for blocking traffic. Instead, state law mandates that all delivery vehicles will be unmarked sprinter vans and the like, in general. We are allowed to use our personal vehicles if we are delivering to any dispensaries within a 3 mile radius as per state law. Finally, we plan on starting with two employees and growing from there. We do not expect to exceed 10 employees on location at this time and we expect to grow into that number over the course of 2-3 years. Finally, state law mandates that all transfer on an off of all delivery vehicles take place in a locked, enclosed garage where the delivery vehicle pulls in, the door is shut and locked, the loading or unloading takes place and the vehicle is on its way. So we won't even have gapers. Therefore with none of the factors associated with increased traffic pertaining to how we are setting up our operation, there is no reason to believe any of the outlined concerns will come to fruition.

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

Correct. We will have no impact on the natural, historic or scenic features of Des Plaines.

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

Yes. We were granted full licensure by the state of Illinois on 12/21/2021. We were only able to gain the license if we were able to adhere to all requests and getting a license was very competitive.

Originally founded as Mary Jane's Incredible Edibles, we operated under that name for the better part of 2.5 years. Everything changed when we received a cease and desist from Edible Arrangements who claimed that our use of the combined words "Incredible Edibles" was a copyright violation and therefore needed to be changed. Within a week we had a new name and are now referred to as The Culinary Cannabis Company. This will explain why that difference exists. It is important to note that if we are to be given the green light by Des Plaines, we are required to submit any address or name change information to the state. Once we do that, there will be unification in our company name going forward.

About three months prior to the expiration of our license (12/21/2022), the state will notify us that we are up for renewal. At that time, we will pay the state the required fee for renewal and expect the status of our license to be maintained. Renewal is annual.

Finally, it is important to note that the reason we have a different address on our license is because when we originally applied for licensure, we believed we were going to locate our operations in Franklin Park. But because of the COVID-19 pandemic and the subsequent delays within the state to grant licensure, by the time we officially had received our license, we learned that the property we had planned on had been leased to someone else and at 2.5 years later, once we received notification of our license we learned it was no longer available.

Environmental Impact

A copy of our accepted Environmental Plan can be found [by clicking here](#).

Property Usage

Aside from employees using their own personal vehicles to go to and from work, the only other expected alteration to the status quo will be the arrival and departure of contracted, unmarked vehicles that will transport our product to dispensaries throughout Illinois. As per the law, these vehicles will pull into the garage, the garage door will close and once the vehicle is fully enclosed and secure, the loading/unloading of the vehicle will occur. It is important to note that the garage is in a secured area and even if criminals were to gain access to it, they would not have access to the rest of the facility. Our business is required to have no signage indicating it is a cannabis facility, and security backed cameras are also required to be placed inside and out of the facility should we be granted special use. As per state regulations, the premises shall be monitored through security cameras that are manned by a security agency.

Delivery Frequency/Employees/Hours of Operation

Though it may change, we expect deliveries to occur 1-2 times a week. We also plan on having under ten employees for the foreseeable future and our planned hours of operation are Monday-Friday from 8:30a-5p.

Floor Plan

The floor plan for our facility and the proposed changes we wish to make can be found [by clicking here.](#)

Plat of Survey

The plat of survey for our facility can be found [by clicking here.](#)

Finally, we understand that all cannabis business are subject to the use standards of 12-8-13: https://codelibrary.amlegal.com/codes/desplainesil/latest/desplaines_il/0-0-0-8361. We do not plan on having a sign for the business. Should we change our minds, the sign will be made in accordance with state and municipal laws. Thank you for your consideration and we look forward to continuing to work and play in Des Plaines.

Exhibit I: Environmental Plan

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Exhibit I: Environmental Plan

In the pages that follow, please see the organization's environmental impact approach through two major points of analysis. First, our plan to minimize our carbon footprint; environmental impact through reusing, recycling and reducing resource needs for the production of cannabis-infused products; And second, describing plans for the use of alternative energy wherever possible, and the organization's approach to treatment of wastewater, run off, and the treatment of exchanged air.

Furthermore in 2013, David Nadolski, one of the company's founders, volunteered for an organization called OFA which is now called Organizing for Action who decided to grant him a fellowship. It was through OFA, that David was given the unique opportunity to be trained by former Vice President of the United States Al Gore to become a speaker for his newly formed organization called The Climate Reality Project. It was during this training, that David really began to understand the depth of devastation our environment was going through and found his voice to become an eloquent weapon as a lecturer on the truth about the environment. While much time has passed, the lessons that David learned resulted in not only several speeches in front of both the public and elected representatives, but their impact is and will be felt in the philosophical approach taken in Mary Jane's Incredible Edibles. We realize that opening an Exhibit with a paragraph such as this is unconventional, but we thought it important to let you know the depth and level of our organization's commitment to making the world a better place.

First, our plan to minimize our carbon footprint centers around creating a relationship with www.carbonfund.org. We wish to associate ourselves with this site in particular because it is the first carbon neutral label in the United States. Essentially, Carbonfree states it best on their website when they tell us that, "The Carbonfree® Product Certification is a meaningful, transparent way for you to provide environmentally-responsible, carbon neutral products to your customers. By determining a product's carbon footprint, reducing it where possible and offsetting remaining emissions through our third-party validated carbon reduction projects". They do this through what they call a "Life Cycle Assessment" where they determine our Product Carbon Footprint and areas where we can improve. MJIE likes this accrediting organization because they perform quarterly spot checks for those they certify and MJIE's carbon neutrality will be reassessed annually. In other words, they will keep us accountable for the products we plan to bring to market. We believe that our association and certification as a carbon free company will have a trickle down effect in the industry and ideally lead to a carbon free precedent that will be set. The product carbon footprint report in our assessment shall include an assessment of all greenhouse gases required by the UNFCCC/Kyoto Protocol and the applicable standard(s) at the time the product inventory is being compiled and converted to CO2 equivalents(CO2e). These GHGs currently are: Carbon Dioxide (CO2) Methane (CH4) Nitrous Oxide (N2O) Hydrofluorocarbons (HFCs) Perfluorocarbons (PFCs) Sulphur Hexafluoride (SF6), and Nitrogen Trifluoride (NF3) Biomass CO2 emissions.

Other parts of the certification include a product life cycle assessment emissions boundaries. The GHG emissions resulting from processes listed below always are included in the assessment so we feel this partnership will be comprehensive in its nature. The evaluated factors include the following:

Raw Materials

Extraction or primary production of raw materials (mineral extraction; fossil fuel extraction, purification and refining); Extraction and primary processing of raw materials for packaging. While MJIE is not legally allowed to extract, we can seek out suppliers who are conscious about their carbon and in doing so can spread this certification precedent throughout the industry.

Agriculture

Energy used to manufacture fertilizers and other agrochemicals; Emissions of nitrous oxide and methane from soil which include Methane emissions from livestock and manure. Again, we won't do this but are committed to seeking out those who do.

Manufacturing

Manufacturing processes and chemicals used in processing; Manufacturing/processing of materials used in product; Manufacturing of the product; Manufacturing and processing of packaging materials. While we will explain it in more detail below, MJIE plans to partner up with EcoLab who is an industry leader in this area with solutions we believe will adhere to carbon certification standards.

Transportation, Distribution and Storage

Raw materials to manufacturing sites; Transportation of product and materials between manufacturing sites; Finished products to retail outlets; Refrigeration and refrigerants used up to the retail outlet; Transportation of packaging goods. MJIE is outsourcing the transportation aspect of our business and will seek out licensed and approved cannabis transportation companies who have a fuel efficient or electric vehicle fleet.

Use Phase*

Emissions arising from the use or life of the product. * The product use phase must be included unless justification for use phase exclusion that is compliant with one or more of the standards is presented to Carbonfund.org and written consent is given by Carbonfund.org to exclude use phase from the assessment, on a limited case-by-case basis. With the types of products MJIE intends to make we believe this will be the easiest requirement to meet.

Disposal and Recycling

Disposal and recycling of product. In addition, other activities may be sources of emissions, and may be included in the footprint analysis on a voluntary basis. These may include, but are not limited to: Manufacturing of physical infrastructure or machinery used in manufacture and delivery of products (e.g. embodied energy in factory equipment and vehicles); Management operations/offices not directly involved in manufacturing processes or logistics; Storage of products in retail outlets.

Again, we are proud to be partnering with Eco Lab for all of our disposal needs. This is a company that is both certified and currently working with the primary tenant of the building. We are confident they will dispose of our waste in a proper manner and in accordance to our Carbonfree certification. At the end of this document we have included some supplemental information on EcoLab.

GHG emissions reduction plans

Product carbon footprint reports should be used to help identify and target GHG savings and GHG reduction opportunities in the product supply chain. Carbonfund.org requires business partners with registered Carbonfree® Products to annually provide a GHG emissions reduction plan for all registered Carbonfree® Products. Elements of a product's GHG emissions reduction plan should include targets for annual product GHG emission reductions and progress towards achieving these targets, and should include an assessment of changes to areas in the product's life cycle that may have affected the product's carbon footprint, including but not limited to:

- a) changes in processes, equipment, technology and/or transportation methods due to improvements or upgrades made by the reporting organization;
- b) selection and/or changes to suppliers in any stage of the product's life cycle;
- c) deliberate and verifiable process improvements made by reporting organization and/or suppliers;
- d) improvements in the use stage and in the end-of-life stage achieved through improved product design or an improved end-of-life procedure.

Beyond carbon, MJIE feels that one of the best ways to be good to the environment is to Reduce, Reuse and Recycle (our second point). On the Reduce end of things, MJIE will reach out to ComEd upon granted licensure and enroll in their Project Green program where ComEd assesses small businesses and proposes multiple ways a business can save in its energy costs. Details of the program can be found here

<https://www.comed.com/WaysToSave/ForYourBusiness/Pages/SmallBusiness.aspx>

Additionally, MJIE also plans to enroll in ComEd's Building Optimization Program so that we can retrofit our building to be as energy efficient as possible.

Wherever possible, Mary Jane's Incredible Edibles is committed to reusing wherever we can and also plan to use recycled materials whenever available. This will appear throughout the decisions we make when it comes to packaging of products in particular, but also will apply to waste that comes from our offices as we plan to enroll in the recycling plan our municipality offers.

RECYCLING & PACKAGING

Chicago's recycling rate of 9 percent is abysmal and falls well below the 34 percent national average. Currently recycling in Chicago is not mandatory, helping lead to low rates of waste diversion.

Process Description Recycling opportunities in the cannabis industry are similar to those in other warehouse-based industries. The exceptions to this are the packaging and universal waste recycling. Packaging from inbound materials, waste generated during operations and employee waste are the main sources of recyclable materials. Recyclable materials shall be separated from other waste streams and picked up by a recycling service provider to achieve environmental benefits.

The current individual film for our packaging is non-recyclable due to the inner foil lining; however, it is lightweight material and therefore requires less fuel to ship, reducing the associated emissions. As we develop new product lines and add SKUs, when possible we will select packaging that is made from recycled content and is recyclable and/or compostable, such as recycled PET plastics, recycled HDPE or cardboard. If exit packaging is necessary, the organization will attempt to offer a reusable type of package and encourage customers to return them to the dispensary for MJIE to collect and to reuse whenever possible.

Best Practices Make sure recyclables are clean, dry, and separated from solid waste items like plastic bags, waxed paper, broken glass and packaging that looks like cardboard but is actually plastic (meal packaging, receipts, coffee cups, etc.). The company will Co-locate recycling bins with all trash receptacles and include signage for all bins, ideally using photos of acceptable items for each bin.

Now that we have demonstrated the plan to minimize the organization's carbon footprint, environmental impact through reducing, reusing and recycling and limiting resource needs for the production of the cannabis-infused products, we are going to shift gears and describe our plans to use alternative energy wherever possible, and our approach to treatment of wastewater, run off, and our treatment of exchanged air.

BEYOND EFFICIENCY

As previously stated, the organization plans to enroll in ComEd's Building Optimization Program and Project Green so that we can retrofit our building to be as energy efficient as possible.

The limitation of our resource needs is a key part of our strategy in our production of cannabis-infused products. In addition to the aforementioned ComEd programs, MJIE would like to take it a step further and plans to participate in the green energy supply ComEd Offers called Community Solar.

Off Site Alternative Energy Supply

An alternative option for companies looking to reduce the environmental footprint associated with their facility's electricity use is to explore off-site energy supply opportunities. For Illinois facilities served by ComEd Energy, the primary program that the organization plans to engage with is called The Community Solar program. According to ComEd's Website, this allows "Through subscription-based community solar, customers (to) subscribe to a portion of the electricity generated and receive credits on their bill for the solar energy produced by the community solar generating system. In Illinois, customers can subscribe up to 110% of their last 12 months of usage – receiving credits on their bill and taking advantage of solar energy without having to install panels of their own". We see this as a great opportunity to expand solar in Illinois while also saving money on our electric bill. And because any entity with a ComEd account can benefit from this arrangement, we find it important to assist in the evolution of this portion of the clean energy industry so that it can grow.

Runoff, Wastewater and Our Treatment of Exchanged Air

Similar to our stated philosophy above, the organization feels that the best way to ensure that any water runoff we may generate is safe, would be to implement "best practices" in our operations. These practices include but are not limited to:

- Working hand in hand with EcoLab to use cleaning products as directed, diluting concentrated products according to the intended cleaning purpose on the label.
- Using environmentally friendly cleaners such as those rated with Green Seal, Eco Logo or Safer Choice.
- Using water nozzles for any cleaning operations to avoid excess water use.
- Not dumping any liquids into storm drains

For the extremely small amounts of runoff generated by our facility, we want to make it safe. We feel that the best practices listed above will accomplish that goal. And as for wastewater, we feel that the sustainability impacts of prudent quality water use include: 1) Economic Competitiveness – The introduction of water use efficiency measures can lower operational costs by reducing direct resource purchase (i.e., lower volume = lower cost). 2) Community Relations – By proactively integrating water use efficiency techniques and effluent water quality monitoring, a cannabis infusion operation can demonstrate the commitment to integrated resource management and community partnering. 3) Environmental Impact – Water and energy are inextricably linked, as there is a significant amount of energy embedded in the water supply due to factors intrinsic to the water and energy infrastructure. Water and wastewater utilities account for approximately 5 percent of overall U.S. electricity use, resulting in significant Greenhouse Gas Emissions. As such, introducing efficiencies in water use and quality can result in quantifiable reductions in GHG emissions and watershed impact therein. That said,

MJIE intends to use very little water in its infusion processes and are planning on utilizing the existing bathrooms and sinks for the building. Except for cleaning our machines, MJIE's use of water will likely be very minimal. Still, coming in with a plan to approach 1, 2 and 3 as stated above is where our minds are and we very much plan to be good stewards of the environment.

Finally, the husband of the company President is certified in HVAC and will be directly engaging in our buildout within an existing warehouse structure. Though the HVAC system in the tentative location is relatively new, we intend for him to inspect all HVAC elements in this building and implement any recommendations he may have to make sure that our air quality and exchange adheres to all OSHA rules and regulations. And because of the nature of our location our energy use for heating and air conditioning is predicted to be lower than the average business.

In this Exhibit I report, MJIE's comprehensive environmental plan was presented through an approach that was broken down in two major ways. First, Mary Jane's Incredible Edibles provided and demonstrated our plan to minimize our carbon footprint, our environmental impact through reducing, reusing and recycling and through limiting the resources we will need for the production of cannabis-infused products. Secondly, we described our plans to proactively and purposefully reduce our energy needs while also actively participating in alternative energy and the appropriate ComEd plans wherever possible, before finally addressing our approach to treatment of runoff, wastewater and our treatment of exchanged air. We feel strongly that these are logical steps and well thought out partnerships that will allow MJIE to be mindful in approach when it comes to the environment and thoroughly believe that in the combination of all of these elements, we will mitigate our environmental impact and in doing so, make the world a happier and healthier place.

Resources:

Comed.com

<https://www.comed.com/WaysToSave/ForYourBusiness/Pages/Incentives.aspx#>

Cannabis Environmental Best Practices

<https://www.denvergov.org/content/dam/denvergov/Portals/771/documents/EQ/MJ%20Sustainability/Draft%20Cannabis%20Environmental%20BMP%20Guide.pdf>

APPENDIX A: Ecolab Intent to Service

Intent to Sell / Service

This document is to show in good faith the proposed relationship between Mary Jane's Incredible Edibles, LLC and their supplier, Ecolab F&B.

This is not a binding contract, yet a demonstration of the intended commerce if a license is granted to Mary Jane's.

<u>Kate Nadolski</u>	<u>Kate Nadolski</u>	<u>03.31.2020</u>
President / CEO Mary Jane's Incredible Edibles, LLC		Date

<u> Joseph Leopanto, Account Manager</u>	<u>03.31.2020</u>
Name and Title of Officer of Supplying Organization	Date

www.maryjanesincredibleedibles.com



A Chicago female owned llc.

APPENDIX B - Ecolab's Environmental Excellence Brochure

Awards and Recognition

We are proud to be recognized by many organizations for our innovation, service and commitment to operating responsibly and sustainably while meeting the needs of our customers.



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About

SUMMARY

This summary provides highlights of Ecolab's 2016 Corporate Sustainability Report, focused on where we have the greatest impact on the world: our customers, our operations and the communities in which we live.

Ecolab's comprehensive 2016 Corporate Sustainability Report, for reporting period January 1 through December 31, 2016, is available at www.ecolab.com/sustainability. The report has been completed in alignment with the guidelines of the Global Reporting Initiative's G4 framework.

In keeping with our commitment to transparency and disclosure, Ecolab responds to the Dow Jones Sustainability Index, RobecoSAM Sustainability Assessment and the Carbon Disclosure Project's Carbon, Water and Supply Chain surveys. In addition, we are a signatory of the United Nations Global Compact and CEO Water Mandate and file an annual Communication on Progress as part of those commitments.

The customer impact stories included in this summary are supported by comprehensive case studies.

MATERIALITY

At Ecolab, sustainability is core to our business strategy of delivering solutions that help companies around the world achieve great results and operate more sustainably. The work we do matters, and the way we do it matters to our employees, customers, investors and communities.

The parameters of our 2016 Corporate Sustainability Report have been established based on a strategic assessment of the issues that our stakeholders care most about, are of greatest relevance to our business strategy and impact our ability to deliver on our promise to make the world cleaner, safer and healthier. This approach to materiality aligns with our corporate sustainability strategy to address some of the world's most pressing and complex challenges through our own operations and the solutions we provide to customers.

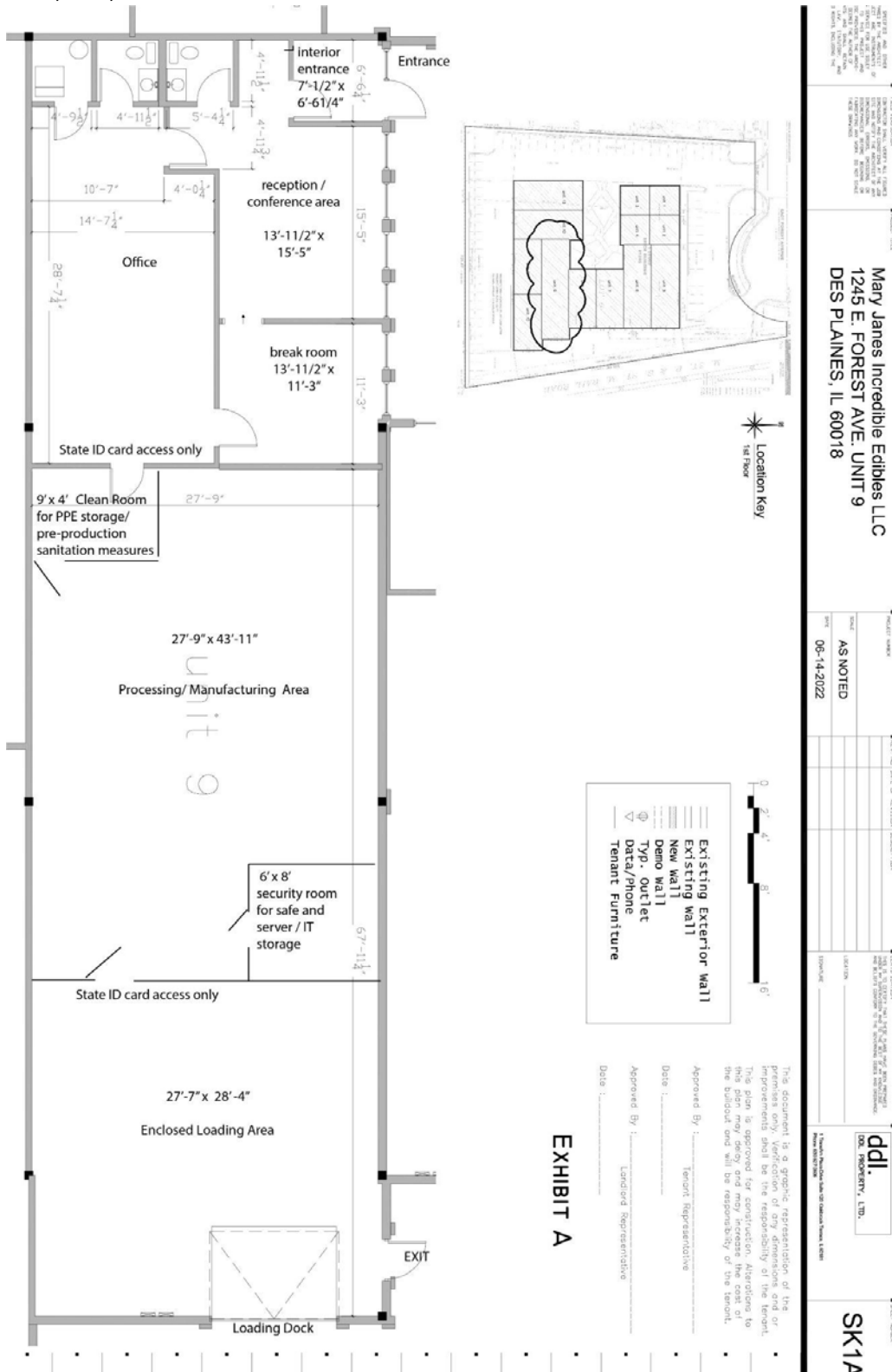
WATER SCARCITY SOURCES

1. "The United Nations World Water Development Report," World Water Development Report/United Nations Educational, Scientific and Cultural Organization, UNECO, 2015. Web, 26 May 2016.
2. Horn, John. "The Emerging Middle Class in Developing Countries." Brookings Institute (June 2011). World Bank, Web, 26 May 2016.
3. Nishal, Sapfira, and Vivary Lucia Leita. "A Blue Revolution: Global Water Scarcity and the Role of Innovation." *Journal of American Water Works Association*. Published online first on Wiley InterScience (wileyonlinelibrary.com) DOI: 10.1002/jawwa.10000. Web, 26 Apr 2017. <<http://www.jawwa.com/Publishing/applications/pdf/01910000/waterrevolution.pdf>>.
4. Nishal, Sapfira, and Vivary Lucia Leita. "A Blue Revolution: Global Water Scarcity and the Role of Innovation." *Journal of American Water Works Association*. Published online first on Wiley InterScience (wileyonlinelibrary.com) DOI: 10.1002/jawwa.10000. Web, 26 Apr 2017. <<http://www.jawwa.com/Publishing/applications/pdf/01910000/waterrevolution.pdf>>.

Ecolab's Comprehensive Sustainability 2016

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Response to Official Review Letter
1. a) & b) see below



Mary Janes Incredible Edibles LLC
 1245 E. FOREST AVE, UNIT 9
 DES PLAINES, IL 60018

AS NOTED
 06-14-2022

Legend:

- Existing Exterior Wall
- Existing Wall
- New Wall
- Demo Wall
- Type Outlet
- Data/Phone
- Tenant Furniture



EXHIBIT A

This document is a graphic representation of the premises only. Verification of any dimensions and/or improvements shall be the responsibility of the tenant. This plan is approved for construction. Alterations to this plan may deny and may increase the cost of the project and will be responsibility of the tenant.

Approved By: _____ Tenant Representative
 Date: _____
 Approved By: _____ Landlord Representative
 Date: _____

ddi.
 DDI PROPERTY, LTD.
 SK1A

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Culinary Cannabis Company LLC ("*Petitioner*") is the lessee of Unit 9 on the property known as 1245 Forest Avenue, Des Plaines, Illinois ("*Subject Property*"); and

WHEREAS, the Subject Property is owned by 1245 Forest Holdings LLC ("*Owner*"); and

WHEREAS, Ordinance No. Z-22-22 adopted by the City Council of the City of Des Plaines on _____, 2022 ("*Ordinance*"), grants approval of a conditional use permit to allow the operation of a cannabis infuser use on the Subject Property, subject to certain conditions; and

WHEREAS, Petitioner and Owner 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 its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

NOW, THEREFORE, Petitioner and Owner do each 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-22-22, adopted by the City Council on _____, 2022.
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 the City's Zoning Ordinance are followed.

4. Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.

ATTEST:

**CULINARY CANNABIS COMPANY
LLC**

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

1245 FOREST HOLDINGS LLC

By: _____

By: _____

Title: _____

Title: _____



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: July 7, 2022

To: Michael G. Bartholomew, City Manager

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

Subject: **Proposed Mixed-Use Residential, Commercial, and Parking Development at Graceland and Webford Avenues (622 Graceland, 1332-1368 Webford):**
Zoning Map Amendment

Issue: To allow a proposed mixed-use residential, commercial, and parking development with publicly accessible green space, the petitioner is requesting approval of a zoning map amendment.

Owners: Wessell Holdings, LLC (622 Graceland, 1368 Webford) and City of Des Plaines (1332 Webford)

Petitioner: 622 Graceland Apartments, LLC (Compasspoint Development; Principal: Joe Taylor)

Case Number: 21-052-MAP-TSUB-V (*Note: The petitioner initially requested variations related to a surface parking area but has withdrawn the request. Further, the Tentative Plat of Subdivision is not part of this City Council consideration. However, for administrative consistency, the "TSUB" and "V" remain in the case number.*)

PINs: 09-17-306-036-0000; 09-17-306-038-0000; 09-17-306-040-0000

Ward: #3, Alderman Sean Oskerka

Existing Zoning: C-3 General Commercial (proposed C-5 Central Business)

Existing Land Use and History:

The principal building at 622 Graceland is currently the headquarters of the Journal & Topics newspaper. According to the Des Plaines History Center, the building was constructed as a Post Office in 1940-1941, most likely under the Works Progress Administration (WPA).

A smaller accessory building is also part of the Journal & Topics property. At 1332 Webford is a 38-space surface parking lot owned by the City of Des

Plaines and used for public parking, both time-limited (14 spaces) and permit-restricted (24 spaces).

Surrounding Zoning:

North: Railroad tracks; then C-3 General Commercial District
South: C-3, General Commercial / R-1 Single-Family Residential Districts
East: C-5, Central Business District
West: C-3, General Commercial District

Surrounding Land Use:

North: Union Pacific Railroad (Metra UP-Northwest Line); then a pharmacy
South: Commercial building (850 Graceland), United Methodist Church parking lot, single-family detached home in commercial district (1347 Webford), single-family detached homes in residential district (1333 and 1339 Webford)
East: Mixed-use residential and commercial (Bayview-Compasspoint project under construction at 1425 Ellinwood)
West: Commercial building (1330 Webford), followed by multiple-family dwelling (1328 Webford)

Street Classification:

Graceland Avenue is an arterial, and Webford Avenue is a local roadway.

Project Summary:

Overall

Petitioner 622 Graceland Apartments, LLC (Joe Taylor, Compasspoint Development) proposes a full redevelopment of just-less-than-one-acre (43,500 square feet) at the northwest corner of Graceland Avenue and Webford Avenue. The proposed project is a mix of residential and commercial space with indoor parking. A proposed 82-foot-tall building would contain 131 multiple-family dwelling units – 17 studios, 103 one-bedrooms, and 11 two-bedrooms – on the third through seventh floors. Approximately 2,800 net square feet of an open-to-the-public restaurant and lounge would occupy portions of the first (ground) and second floors. Proposed resident amenities are a coworking office space, a fitness area, lounges and meeting rooms, a club room with bar, a multimedia/game lounge, a dog run and dog wash, indoor bike parking, and an outdoor swimming pool and recreation deck. The proposed building in all is approximately 187,000 square feet.

The project includes a 179-space indoor parking garage. These 179 spaces are intended to fulfill the *off-street* parking minimum requirements for the residential units and the restaurant-lounge (154 spaces), as well as create a supply of public parking to partially replace the current 1332 Webford public lot (25 public off-street spaces are proposed). The segment of Webford alongside the subject property is proposed to widen within the existing public right-of-way to a general distance of 28 feet from curb to curb. Where the five *on-street* parallel public parking spaces are proposed, the proposed curb-to-curb area is 35 feet wide: 28 feet for the two-way traffic lanes and 7 feet for parking spaces. The total off-street and on-street parking proposed is 184 spaces, with an on-street loading area. With the consent of the property owners, the petitioner is seeking zoning map amendment (rezoning) approval from the City Council.

Request Summary:

Map Amendment

To accommodate the multiple-family dwelling use above the first floor, as well as the proposed building's desired bulk and scale, the petitioner is seeking a rezoning from the C-3 General Commercial District to the C-5 Central Business District. C-5 zoning exists on the east side of Graceland but currently is not present west of Graceland. The zoning change is essential for project feasibility, so the staff review of the project is based on C-5 allowances and requirements. Table 1 compares selected use requirements, and Table 2 compares bulk requirements, each focusing on what the petitioner is proposing as well as how the districts differ in what is allowed at the subject property. The C-3 district is generally more permissive from a *use* standpoint, and the C-5 district is more permissive from a *bulk* standpoint.

Table 1. Use Regulations Comparison, Excerpt from Section 12-7-3.K

Use	C-3	C-5
Car wash	C	--
Center, Childcare	C	C ¹⁰
Center, Adult Day Service	C	C ¹⁰
Commercial Outdoor Recreation	C	--
Commercial Shopping Center	P	--
Consumer Lender	C	--
Convenience Mart Fueling Station	C ⁴	--
Domestic Pet Service	C ^{11,12}	--
Dwellings, Multiple-Family	--	P³
Leasing/Rental Agents, Equipment	C	--
Motor Vehicle Sales	C ⁵	--
Government Facility	--	P
Radio Transmitting Towers, Public Broadcasting	C	--
Restaurants (Class A and Class B)	P	P
Taverns and Lounges	P	P
Offices	P	P
Hotels	P	P

P = Permitted Use; C = Conditional Use required; -- = Not possible in the district at subject property

Notes:

3. When above the first floor only.

4. On sites of 20,000 square feet or more.

5. On sites of 25,000 square feet or more. For proposed sites of less than 25,000 square feet but more than 22,000 square feet, the City Council may consider additional factors, including, but not limited to, traffic, economic and other conditions of the area, or proposed business and

site plan issues in considering whether to grant a conditional use for a used car business of less than 25,000 square feet but more than 22,000 square feet.

10. Except on Miner Street, Ellinwood Street or Lee Street.
11. Outdoor kennels are not allowed.
12. Outdoor runs are allowed.

Table 2. Bulk Regulations Comparison, Excerpt from Section 12-7-3.L

Bulk Control	C-3	C-5
<i>Maximum Height</i>	45 feet	100 feet
<i>Minimum Front Yard¹</i> -Adjacent Residential: -Adjacent Other:	-Setback of Adjacent Residential district -5 feet	-Setback of Adjacent Residential district -Not applicable
<i>Minimum Side Yard</i> -Adjacent Residential: -Adjacent Other:	-Setback of Adjacent Residential district -5 feet if abutting street	-Setback of Adjacent Residential district -5 feet if abutting street
<i>Minimum Rear Yard</i> -Adjacent Residential: -Adjacent Other:	-25 feet or 20% of lot depth, whichever is less -5 feet if abutting street	-25 feet or 20% of lot depth, whichever is less -Not applicable

Notes:

1. With respect to front yard setbacks, "adjacent residential" shall mean when at least 80 percent of the opposing block frontage is residential.

Height Implications

Amending the zoning to C-5 allows for a building up to 100 feet in height. In the public hearing and other proceedings, some public comment has questioned whether the Fire Department is capable of adequately serving a proposed 82-foot-tall building. Attached to this report is a memo from the Fire Chief. The memo outlines how Fire staff have consulted with the petitioner as the concept was being designed, how this project would compare to others already built in Des Plaines, and that a 100-foot aerial tower ladder truck is available. From the final paragraph of the memo: “The Fire Department does not have any specific concerns related to the project other than to maintain the standards of construction as well as required fire alarm and sprinkler/standpipe systems.” The proposed construction would be reviewed according to all adopted international building and life safety (i.e. fire) codes before a building permit would be issued, and ongoing inspections of the Building Division would be required during construction before occupancy.

The petitioner’s proposed building footprint is based on the C-5 minimum yard requirements. The Graceland lot line is the front lot line, and the Webford lot line is a side lot line. For the 290 feet of the site’s Webford frontage, much of the opposing block is a commercial district, so for this portion, the minimum required yard under C-5 is five feet. For the westernmost portion of the frontage, where the opposing block is zoned residential, the minimum required yard would be 25 feet. The definition of “yard” in Section 12-13-3 establishes that a yard “...extends *along* a lot line and *at right angles* to such lot line....” Under C-5 zoning, there would not be a required yard along the Graceland/front lot line, nor along the rear lot line – which borders 1330 Webford (“The Dance

Building”) – nor along the north/side lot line, which borders the railroad tracks. The required yards exist only from the Webford (south) lot line and are shown in an attached map.

Minimum Floor Area Per Dwelling

The C-5 district regulates density by minimum floor area per unit. The floor plans as part of the submittal show the smallest of the studio/efficiency units at 535 square feet, which would comply with the minimum requirement of Section 12-7-3.H. The smallest one-bedroom would be 694 square feet, which exceeds the minimum 620. At 103 units, the one-bedroom type is by far the most common in the building program, with square footages in the 700s; some are as large as 891. Ranging from 1,079 to 1,128 square feet, the two-bedroom units are well in excess of the minimum 780.

Table 3. Multiple-Family Dwelling Units in the C-5 District

Number of Bedrooms	Minimum Floor Area (Square Feet)
Efficiency dwelling unit (studio)	535
One-bedroom unit	620
Two-bedroom unit	780

Commercial Use: Restaurant-Lounge

At the southeast corner of the building, the petitioner is proposing a bi-level restaurant-lounge, which has access to the public street on the first/ground floor and a second floor that opens to the first. Both restaurants and lounges are permitted in C-5, but the petitioner has described this use as one combined business. Therefore, staff has reviewed based on requirements for a Class A (primarily sit-down) restaurant. However, note that a walk-up service window is illustrated, as is outdoor seating in the right-of-way. Both of these elements are logical considering the effect of the COVID-19 pandemic on the restaurant business, as they allow for diversified service and revenue. The outdoor seating area as presented for the Council’s consideration is enlarged from the initial submittal presented to the Planning and Zoning Board (PZB) on April 12.

The floor plan indicates a kitchen and multiple bar seating areas, as well as different styles of tables and chairs, with the second-floor labeled as a “speakeasy;” this label gives a glimpse into the envisioned concept. The first floor is demarcated to separate the proposed restaurant area from the first-floor lobby for the residential portion of the development.

Required Off-Street Parking, Public Parking

To fulfill required off-street parking, the petitioner’s submittal is designed with C-5 requirements in mind. Generally speaking, C-5 has more permissive ratios than other districts. These reduced requirements are laid out in Section 12-7-3.H.6 (Supplemental Parking Requirements) and reflect downtown as the densest portion of Des Plaines, being well served by sidewalks, bike infrastructure, and public transportation (buses and rail). This leads to a reduced need for parking than in other areas. The following table lists the uses subject to off-street parking requirement shows the pertinent ratios under C-5.

Table 4. Parking Requirements for the Uses Proposed Under C-5 Rules

Use	General Ratio	Required
Efficiency and one-bedroom	One space per unit	120 spaces
Two-bedroom	1.5 spaces per unit	(16.5, rounded to 17 spaces)
Restaurant (Class A)	One space for every 100 sq. ft. of net floor area ¹ or one space for every four seats ² , whichever is greater, plus one space for every three employees ³	17 spaces
Total	-	154 spaces

Exclusive of meeting the minimum off-street parking, the project is also designed to partially replace the existing supply of 38 public spaces at 1332 Webford. Of the 179 proposed off-street garage spaces, there is a surplus of 25 over the minimum zoning requirement. There are also five newly proposed on-street, public spaces, with one on-street loading space. An off-street designated loading space or area is not required for C-5 development under the Zoning Ordinance, but the petitioner does propose the City to designate a loading area adjacent to the on-street parking.

Although including public parking spaces in the project would not be specifically required by the Zoning Ordinance under C-5, the petitioner nonetheless must acquire 1332 Webford from the City to accommodate the project. As part of the terms of a sale, the petitioner would accept a requirement to provide public parking on their property. The ongoing development would then be responsible for maintaining the public parking spaces. A requirement that the spaces be reserved for public use would be recorded against the property. The decision to sell 1332 Webford is a separate action of the Council, and authorization to enter into a Purchase and Sale Agreement may be approved by Ordinance M-22-22.

Circulation, Mobility, and Traffic

The petitioner has submitted study and report, dated May 11, 2022 and prepared by Eriksson Engineering Associates, Ltd. The report is updated from an initial version of February 22, 2022, and factors in the petitioner’s proposal for on-street parking along the Webford frontage. In addition, the revised report is based not only on modeling, projections, and secondary⁴ data collection but also on direct counts that occurred between Wednesday, April 20, 2022, and Wednesday, April 27, 2022 at multiple different locations in the vicinity. Tables showing volumes at peak hours are on Pages 17-19 of the attached traffic report.

The study considers the volume/trips and circulation of individual automobiles, public transportation, and non-motorized (i.e. bike and pedestrian)

¹ The first 2,500 square feet may be deducted in the C-5 district.

² Fifty-six seats are shown in the floor plan.

³ Nine employees working at a given time in the restaurant/lounge are used as an estimate.

⁴ The engineer referenced Average Annual Daily Traffic (AADT) data, which is made available by the Illinois Department of Transportation. Accessible at: <https://www.gettingaroundillinois.com/Traffic%20Counts/index.html>.

transportation. The report contains data on the existing conditions and the proposed development, and assesses the capacity of the streets in the adjacent vicinity, using Year 2028 as a benchmark. (Traffic reports typically project to a couple of years after anticipated full occupancy.) Further, the study references and considers the anticipated traffic to be generated by the under-construction development at 1425 Ellinwood Avenue.

The report draws from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. ITE data are viewed nationally as the urban planning and traffic engineering standard for evaluating how much automobile traffic certain types of uses will generate. The study identifies the uses intended by the petitioner: apartments, restaurant, and lounge. Based on a morning peak hour of 7:15-8:15 a.m. and an afternoon peak hour of 4:30-5:30 p.m., the study projects 45 total in-and-out automobile movements during a.m. peak and 63 during p.m. peak hour.

Based on the revised proposed site plan, which includes two driveways perpendicular to Webford that would allow two-way in-and-out traffic from the garage, the study estimates that only 5 percent of inbound and 5 percent of outbound traffic would use the portion of Webford west of the proposed development (i.e. into the residential neighborhood to the west). Unlike the initial plan submittal to the PZB – which showed 90-degree, perpendicular *off-street* spaces, the current plan proposes on-street, parallel (“zero-degree”) spaces. This alignment will inherently orient parked vehicles to travel west after leaving the development; however, in the attached memo, the City’s Engineering staff takes no issue with the revised traffic report. The City’s engineers believe that 10 percent of inbound and outbound traffic may be more realistic than 5 percent, but the bottom-line difference to the number of automobile movements is quite small in their opinion: “a vehicle or two to the westbound peak hours,” according to the memo.

Regarding the proposed Webford widening, the new street surface would be generally 28 feet from curb to curb for the frontage of the development, with approximately 140 linear feet of the frontage having a width of 35 feet to accommodate the proposed on-street parking and loading. The existing, narrower width of Webford would be retained west of the property, which should provide a visual cue that west of the development Webford is a local, residential street. An excerpt of the revised report, excluding appendices, is an attachment to this packet⁵. The following conclusions appear on Page 20 of the report: 1.) The street network can accommodate the additional traffic from the proposed project and future traffic growth; 2.) The location of the site and the availability of public transportation, walking, and biking will minimize the volume of vehicular traffic generated by the site; and 3.) Access from Webford will have two driveways with one inbound and one outbound lane under stop sign control, and can handle the projected volumes. More discussion of the proposed Webford widening is contained under **Site and Public Improvements** on the following page.

⁵ The full study is available at desplaines.org/gracelandwebford.

Building Design Review

Since the initial submittal, the petitioner has adjusted various elevations to address input from the public hearing. These included a knee wall along the south elevation of the parking garage to prevent headlight glare from parked vehicles to shine directly south and additional building openings and fenestration along the west elevations. The petitioner provides a sun study that illustrates the shadow to be cast on both December 21 and June 21. Nonetheless, the Building Design Review requirements under Section 12-3-11 of the Zoning Ordinance will apply. Although Table 1 of the Section lists approved material types for residential buildings and commercial buildings, it does not directly address a mixed-use building or a parking garage. Therefore, staff would consider the first two floors of the building to be subject to the commercial requirements, with Floors 3 through 7 subject to the multifamily residential requirements.

Regarding the first two floors, the submitted plans show a principal entrance on the front of the building, facing Graceland (east elevation). The proposed materials palette consists of a large amount of glazing (glass) on the Graceland elevation, framed by gray brick and accented by other permissible materials. The non-garage portion of the Webford (south) elevation – where the restaurant and lounge would be located – consists of these same elements and ample glazing. The garage portion of the Webford (south) façade is framed by concrete with scrim (screening). Both glass and screen can be considered as windows/opening to satisfy the blank wall limitations on street-facing facades, provided the openings are transparent. Renderings show decorative ivy grown onto the garage scrim. Ivy is not a prohibited wall material, but the ivy areas would inherently reduce the amount of transparency. The blank wall requirements specify that no greater than 30 percent of a total street-facing façade, and no more than a 15-foot horizontal distance, may be non-transparent.

In response to input from decision makers, the petitioner submitted revised east (facing Graceland) and north (facing the railroad tracks) elevation drawings, as well as a revised “View from the Northeast” rendering that shows substantially more brick than presented to the PZB. The most current proposed elevations and renderings are attached.

The petitioner is not requesting relief from the Building Design Review requirements at this time. Complete Building Design Review approval, which may be granted by the Zoning Administrator per the process outlined in Section 12-3-11, must occur before issuance of a building permit.

Site and Public Improvements

To allow for the sale of multiple zoning lots, formally consolidating them into one lot via the subdivision process (Title 13) is required. On June 14, 2022, the PZB voted 3-3 to approve a Tentative Plat of Subdivision. Per the City Code, approval of a tentative plat is a final decision of the PZB, and the 3-3 vote does not approve the tentative plat. However, if the Council approves the map amendment from C-3 to C-5, the petitioner will re-apply and re-submit for

tentative plat.

Because it contains important information and context, the tentative plat is attached. The plat shows the following easements and building lines: (i) a recorded 20-foot building line near the southern property line; (ii) a five-foot public sidewalk easement near the southern property line—relocated from the initial submittal to accommodate the new design; (iii) a 25-foot building setback line along Webford Avenue for the portion of the property adjacent to a residential district; (iv) a five-foot building setback line along Webford Avenue for the portion of property adjacent to a commercial district; (v) a five-foot easement for underground utilities along the north lot line; and (vi) an approximately 3,400-square-foot (not including the sidewalk easement) shaded area that is reserved for passive open space, open to the public but maintained by the property owner subject to restrictive covenant/easement.

Green/Open Space for Public Use

The attached landscape plan and renderings show a green space area with light or passive recreation such as seating amid ample plantings and trees. Plantings abutting the base of the building could serve as the required foundation landscaping. If the Council approves the required map amendment, the City's General Counsel would advise on the best instrument(s) to ensure the area is permanently reserved for public use and maintained by the property owner.

Required Public Improvements

Prior to any permitting, a Final Plat of Subdivision would be required. The steps for Final Plat are articulated in Sections 13-2-4 through 13-2-8 of the Subdivision Regulations. In summary, the Final Plat submittal requires engineering plans that must be approved by the City Engineer, in particular a grading and stormwater management plan. Ultimately a permit from the Metropolitan Water Reclamation District (MWRD) will be required for construction. Tentative Plat approval does not require submittal of engineering plans. Regardless, the attached Engineering memo addresses the submittal as well as some public inquiries and comments.

Under 13-3 of the Subdivision Regulations, City Engineering will require the aforementioned widening of the segment of Webford. Resurfacing/reconstruction would be required based on the determination of Engineering. The sidewalk streetscaping (e.g. paver style) would be required to match the downtown aesthetic, which is already present along the Graceland side of the site; under the proposal, this style would be extended around the corner and onto the Webford sidewalk. The developer would be responsible for installing new or replacing existing streetscaping. Certain underground infrastructure, such as water mains and sewers, would be required to be replaced and installed to the standards required by Public Works and Engineering. One notable issue is that the property is currently served by a combined storm and wastewater system, and the developer would be required to separate them into two different systems, which should improve storm drainage capacity for the 1300 block of Webford. Any of the above-mentioned public improvements would be required to be secured by a performance guaranty, which allows the City to complete the required improvements if necessary.

Water Pressure

In prior public comment, the issue of this specific development and multifamily/mixed-use development in general affecting water pressure in the area was raised. From the attached Engineering memo: “In connection with a public comment on April 4, we obtained an evening-peak static water pressure in the 600 block of Parsons Street. The reading of 44 psi is consistent with our historical pressure reads in the area of Graceland / Prairie. This pressure is sufficient for the development; the building will have its own booster pump for domestic and fire supplies. The fire line should be connected to the existing 12-inch water main along the east side of Graceland Avenue.”

Pace Bus

Since the initial hearing on April 12, Pace Suburban Bus commented to the City that the widening of Webford affects the intersection curb radii and shortens the current bus stop in front of the Journal and Topics building for Routes 226, 230, and 250. For this reason, they recommend the bus stop be relocated to the southwest corner of Prairie and Graceland. Staff agrees with this recommendation and would envision creating a concrete pad for the new stop in the new location large enough to accommodate a shelter, which would be an enhancement over the existing flag stop.

Alignment with the 2019 Comprehensive Plan

The Council may find the following excerpts and analysis useful in determining the extent to which the proposed project and requests align with the Comprehensive Plan.

- *Under Overarching Principles:*

- “Expand Mixed-Use Development” is the first listed principle. It is a central theme of the plan.
- “Preserve Historic Buildings” is also a principle. The First Congregational United Church of Christ (766 Graceland), Willows Academy (1015 Rose Avenue), and the former Des Plaines National Bank / Huntington Bank (678 Lee Street) are specifically listed. However, 622 Graceland is not listed.

The Executive Director of the History Center has expressed interest in two components of the existing building: (i) the exterior ironwork on the front façade and (ii) the cornerstone. Incorporating these elements into the new structure would be encouraged, but the History Center could also potentially acquire these elements and install them at their properties on Pearson Street. The Center is not interested in collecting or preservation of the existing interior murals.

- *Under Land Use & Development:*

- The Future Land Use Plan illustrates the property as commercial. While the proposal is not strictly commercial, the proposed zoning is a commercial district (C-5). The proposed project is certainly more pronounced in its residential footprint than its commercial. However, the decision makers may consider that supporting a desirable commercial use, like a restaurant-lounge, requires an inherent market of potential customers (i.e. residential households).
- Further in this chapter: “The Land Use Plan supports the development of high-quality multifamily housing located in denser areas near multi-modal facilities such as the Downtown.

New multifamily housing should be encouraged as a complement to desired future commercial development in the area and incorporated as mixed-use buildings when possible” (p. 12).

- *Under Housing:*
 - Recommendation 4.2 calls for housing that would appeal to “young families,” which could include households that have, for example, a small child: “...The City should revisit its current zone classifications and add a new zone exclusively for mixed-use development or amend existing regulations to allow for mixed uses. Focus should be placed on commercial areas zoned C-1, C-2, and **C-3**, for potential sites for mixed-use development” (p. 32).

- *Under Downtown:*
 - The Vision Statement is “Downtown Des Plaines will be a vibrant destination with a variety of restaurant, entertainment, retail, and housing options...” (p. 69). Directly below that statement is the following: “The community desires expanded retail and dining options in Downtown Des Plaines, which can be supported by higher housing density for greater purchasing power.”
 - Recommendation 8.2 is to enhance the streetscape, which would be required for the proposed project along Webford Avenue, where the downtown streetscape is not currently present (p. 70).
 - Recommendation 8.11 states: “Des Plaines should continue to promote higher density development in the Downtown ... complemented by design standards and streetscaping elements that contribute to a vibrant, pedestrian-friendly environment” (p. 74).
 - Recommendation 8.12 calls for pursuing the development of new multifamily buildings, specifically apartments and townhomes: “Market analysis suggests that there is support for an increase in multifamily rental housing and owner-occupied townhomes. Access to transit, freeway connectivity, walkability, and commercial and recreational amenities are all driving market demands for additional housing in the Downtown.... Within Downtown Des Plaines there is an estimated 15.8 acres of land that is either vacant or underutilized (typically having small building footprints and large surface parking lots) that could be developed over the next 10 years.... It is estimated that these sites could accommodate between 475 and 625 new residential units if developed at densities similar to recent developments in the Downtown” (p. 74-75).
 - The same recommendation also states, however: “While the market is prime for new development, the City of Des Plaines should approach new dense housing responsibly to ensure that new developments do not lose their resale value, are not contributing to further traffic congestion, that the City’s emergency services (particularly fire, ambulance, and police) have the capacity to serve them.”

- *Under Appendix A4: Market Assessment*⁶:
 - The Graceland-Webford site is one of five properties identified as a “likely development site over the next 10 years” (p. 20).
 - The projected demand at the time of the study (2018) for 475-625 units was in addition to any units “proposed or under construction.” Both “The Ellison”/Opus at 1555 Ellinwood (113

⁶ Downtown Des Plaines Market Assessment (2018, March 29). S.B. Friedman, Goodman Williams Group Real Estate Research. Accessible at https://www.cmap.illinois.gov/documents/10180/0/Downtown+Market+Assessment_May+2018.pdf/92420bd0-0f5e-d684-4a71-bd91456b7e44.

units) and Bayview-Compasspoint at 1425 Ellinwood (212 units) were proposed or under construction at that time.

Implications on Property Tax Revenue, Schools (Estimates)

The existing parcels had a combined tax bill of \$67,215.76 in Tax Year 2020 (Calendar Year 2021). To estimate the potential taxes generated by the petitioner’s proposed development, consider the mixed-use project by Opus (“The Ellison”), which was completed in 2019 and has now been occupied and is fully assessed. It has a comparable number of units to what is proposed at the subject property. The 1555 Ellinwood property (PIN: 09-17-421-041-0000) generated \$580,739.91 in Tax Year 2020. The difference is more than \$500,000. Although the City receives only a small share (approximately 11 to 12 percent) of the tax bill, partners such as school districts stand to receive a greater amount of tax revenue if the development is approved and built. Further, based on the housing unit mix proposed – studios, one-bedroom, and two-bedroom apartments – an estimated total number of school children generated from all 131 units would be 13⁷. An estimated 10 of these would be preschool-to-elementary-aged students.

Standards for Map Amendment

The request is reviewed below in terms of the Standards contained in Section 12-3-7 of the Zoning Ordinance. The Council may find the comments below useful in its consideration, although the Section directs that “[t]he determination to amend the text of this title or the zoning map is a matter committed to the sound legislative discretion of the city council and is not controlled by any one standard. In making their determination, however, the city council should, in determining whether to adopt or deny, or to adopt some modification of the planning and zoning board’s recommendation, consider, among other factors, the following:”

A. 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 current Comprehensive Plan, adopted in 2019, appears to be supportive of rezoning the site from C-3 to C-5. C-5 on this site is permissive of mixed-use residential-commercial development, while C-3 is not. In particular, the economic benefit of bringing additional household spending power to downtown creates additional market demand for the desired retail and restaurants—and notably a restaurant/lounge is proposed by the petitioner.

B. The proposed amendment is compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property:

Comment: C-5 zoning is present directly across the street, where a building of similar scale to what is proposed is being constructed. The downtown train/bus station is a short walk away.

While R-1 zoning is also close to the proposed site, and the desirable “Silk Stocking” residential neighborhood lies to the west, note that a C-3 property would still exist at 1330 Webford, and there is an R-4 residential property at 1328 Webford. On the north side of the street, these could still serve as a transition into the primarily single-family neighborhood.

C. The proposed amendment is appropriate considering the adequacy of public facilities and services available to this subject property:

Comment: Public transportation is either directly adjacent or within a short walk. In addition to Metra station access, the site has excellent access to the future Pace PULSE Arterial Rapid Transit route, which will stop at the Des Plaines Metra station and provide service to O’Hare Airport that is faster and more desirable than the current Route 250. For that reason, housing units at this property might be desirable not

⁷ Source: Illinois School Consulting Service/Associated Municipal Consultants Inc. Accessed at <https://dekalbcounty.org/wp-content/uploads/2018/12/cd-zoning-table-population.pdf>.

only to the frequent commuter but also to the frequent flier.

The Fire Prevention Bureau has reviewed the project and signaled that the required fire code access (i.e. reach of a fire engine) would comply, in particular because a new construction C-5 building will almost certainly need to be fully sprinklered. Neither Police nor Public Works have expressed concerns about an inability to serve the site, even with denser development. Its central location is beneficial for service response.

D. The proposed amendment will have an adverse effect on the value of properties throughout the jurisdiction:

Comment: “Throughout the jurisdiction” is the key measurement. Adding this investment to downtown Des Plaines is likely to raise the profile of Des Plaines overall, making it a more desirable place to live and invest. The impact on immediately adjacent properties, particularly single-family, is unknown but it is important to note that even single-family homebuyers may place a premium on being able to walk to an additional amenity – specifically a restaurant-lounge – at the end of their street, which the C-5 zoning change would support.

E. The proposed amendment reflects responsible standards for development and growth:

Comment: While certainly the scale of C-5/downtown Des Plaines would not be expanded all through the City, for this particular site – given its identification in the market assessment appendix of the Comprehensive Plan – it would be responsible in staff’s view to enable it to its highest and best use.

Standards for Site Plan Review:

Pursuant to Section 12-3-7.D.2. of the Zoning Ordinance, staff (zoning administrator) conducted a Site Plan Review and forwarded to the PZB. The purpose of the Site Plan Review process is to examine and consider whether a proposed development furthers or satisfies the following general goals:

1. Compatibility of land uses, buildings, and structures;
2. Protection and enhancement of community property values;
3. Efficient use of land;
4. Minimization of traffic, safety, and overcrowding problems; and
5. Minimization of environmental problems.

Although the main narrative of this CED Memo, as well as the attached Fire and Engineering memos, review various site plan standards and issues, this section compiles and summarizes the issues germane to Site Plan Review. The Council may find these factors useful in making its decision. Section 12-3-2.D. “Standards for Site Plan Review” states: “[i]n reviewing site plans, the zoning administrator or other city body or official *may* evaluate the following characteristics:”

1. **Arrangement of Structures on Site:** The arrangement of the structures on the site with respect to how well it:
 - a. Allows for the effective use of the proposed development;
 - b. Allows for the efficient use of the land;
 - c. Is compatible with development on adjacent property; and
 - d. Considers off site utilities and services and minimizes potential impacts on existing or planned municipal services, utilities, and infrastructure.

Comment: The petitioner plans to construct a mixed-use development that provides a supply of multifamily residential units as well as a desirable commercial use. The site is centrally located and highly visible.

Regarding compatibility with adjacent properties, the site is across Graceland from a building of similar height. A smaller mixed-use building (1330 Webford, “The Dance Building”) and a multifamily building (1328 Webford) would serve as a transition to less dense uses on the north side of the street. On the south side of the street, there are smaller buildings and less intense uses, notably the R-1-zoned single-family detached homes across Webford from the western portion of the proposed development. However, the C-5 minimum yard area (i.e. setback) and the planned green space and plantings would to provide some physical distance and softening between the uses/structures. See also the sun study provided by the petitioner (Attachment 7) that illustrates the shadow to be cast by the building and its direction based on times of year.

The attached Fire and Engineering memos express a staff opinion that utilities, services, and infrastructure would either be unaffected or improved by the proposed development, in particular because of required public improvements such as the construction of upgraded and separated storm and sanitary sewers that would not only serve the proposed development but also surrounding properties.

2. **Open Space and Landscaping:** The arrangement of open space and landscape improvements on the site with respect to how well it:
- a. Creates a desirable and functional environment for patrons, pedestrians, and occupants;
 - b. Preserves unique natural resources where possible; and
 - c. Respects desirable natural resources on adjacent sites.

Comment: The proposed development includes an approximately 3,400-square-foot green space, as well as building foundation plantings. The landscape plan includes shade trees in the public-access green space area and a mix of deciduous and evergreen shrubbery on the southern side of the site. Six new parkway/right-of-way trees are depicted in the landscape plan, with a note that all plantings would comply with the City’s standards for parkway plantings. Staff Photos of the subject property show an existing site that is largely covered with impervious surface, including surface parking areas. Therefore, the development may be an improvement on the existing site in terms of intentionally planned open space and landscaping.

3. **Site Circulation and Traffic Safety:** Circulation systems with respect to how well they:
- a. Provide adequate and safe access to the site;
 - b. Minimize potentially dangerous traffic movements;
 - c. Separate pedestrian and auto circulation insofar as practical; and
 - d. Minimize curb cuts.

Comment: The attached traffic study includes conclusions that “[t]he location of the site and the availability of public transportation, walking and biking will minimize the volume of vehicular traffic generated by the site,” and “[a]ccess to the site from Webford Avenue will have two driveways with one inbound and one outbound lane under stop sign control and can handle the projected traffic volumes.” In the attached Engineering memo, staff concurs with the traffic study’s conclusions, conditioned upon the addition of supplemental safety improvements such as a pedestrian warning system.

4. **Parking and Screening:** Parking lots or garages with respect to how well they:

- a. Are located, designed, and screened to minimize adverse visual impacts on adjacent properties; and
- b. Provide perimeter parking lot screening and internal landscaped islands as required by chapter 10, "Landscaping And Screening", of this title.

Comment: The garage elevations contain an architectural element to block headlight glare emanating from the south elevation while balancing architectural openings/transparency (metal scrim) with ivy to soften the wall. The north façade of the garage, facing the railroad tracks, is also rendered with ivy (Attachment 8). An opening into the first floor of the garage for pedestrians, with the 1330 Webford property in mind, is shown on the west elevation.

5. **Landscaping:** Landscaping design with respect to how well it:

- a. Creates a logical transition to adjoining lots and developments;
- b. Screens incompatible uses;
- c. Minimizes the visual impact of the development on adjacent sites and roadways; and
- d. Utilizes native plant materials selected to withstand the microclimate of the city and individual site microclimates.

Comment: The petitioner's plan includes an approximately 3,400-square-foot green space on the Webford/south side, including evenly-spaced shade trees, as well as building foundation plantings. The Landscape Plan categorizes the plantings as shade trees, ornamental trees, deciduous shrubs, evergreen shrubs, perennials, and groundcover. Specific species are not listed, so nativity is unable to be evaluated. Nonetheless, overall the landscape design would allow the building to blend in to the downtown streetscape while using the green space to provide a gap between the parking garage façade, Webford Avenue, and the development on the south side of Webford Avenue.

6. **Site Illumination:** Site illumination with respect to how it has been designed, located and installed so to minimize adverse impacts to adjacent properties;

Comment: The petitioner's site lighting diagram shows wall-mounted sconces as well as two illuminated signs at building entry points and two wall-mounted garage signs. Renderings show downward-pointed fixtures, both freestanding and building-mounted, which should aid in minimizing adverse impact and complying with the lighting Performance Standards of Section 12-12-10. However, the directional illumination of the sconces (i.e. upward or downward) is unclear. Nonetheless, Section 12-12-10 would apply.

7. **Conformance with Adopted Land Use Policies and Plans:** The relationship of the site plan to adopted land use policies and the goals and objectives of the comprehensive plan. (Ord. Z-8-98, 9-21-1998)

Comment: This Site Plan Review standard is evaluated earlier in this staff memo under "Alignment with the 2019 Comprehensive Plan."

8. **Business District Design Guidelines.** In addition to the foregoing, development review procedures within those districts outlined in the city's "Business District Design Guidelines", dated March 2005, and approved by the city council May 16, 2005, shall constitute standards in performing site plan review. (Ord. Z-10-05, 6-6-2005)

Comment: The staff review comments on the petition based on the Building Design Review standards of Section 12-3-11, adopted initially in 2014, instead of the Business District Design Guidelines from 2005.

Based on staff research, it appears the intent of enacting the Building Design Review was to directly codify in Zoning the requirements for building materials and design. It was a further implementation step of the 2005 document, which are “guidelines” and express many desired aesthetics in a general way. Nonetheless, the Guidelines are still referenced as a Site Plan Review standard and may be considered.

PZB Recommendation: Pursuant to Section 12-3-7 of the Zoning Ordinance, the PZB held a public hearing that began on April 12, 2022, and was continued to May 10 and May 24. On May 24, the Board closed the public hearing but continued their discussion and final votes to June 14. On June 14, the Board voted 3-3 (three “yes” and three “no” with one member absent) on a motion *recommending approval* of the map amendment. The Board’s recommendation letter is attached, as well as excerpts of the Board’s minutes from all four meetings where the project was discussed and voted on. Pursuant to the portion of the City Code that governs the PZB (2-2-3.D. Necessary Vote), a 3-3 vote amounts to a *recommendation to deny* the request. However, the City Council has the final authority.

City Council Action: The City Council may approve, approve with modifications, or deny Ordinance Z-23-22, which approves a map amendment of the subject property from the C-3 General Commercial District to the C-5 Central Business District. If approved, the Ordinance change would be effective upon the acquisition of 1332 Webford (i.e. the “Public Parcel, or the current City-owned parking lot) by the developer.

Attachments

Attachment 1: Location and Aerial Map

Attachment 2: Site Photos

Attachment 3: Project Narrative and Responses to Standards

Attachment 4: ALTA Survey

Attachment 5: Bulk Regulations

Attachment 6: Building Elevations – *updated July 7, 2022 to include additional brick on North Elevation*

Attachment 7: Sun Study

Attachment 8: Renderings – *updated July 7, 2022 to include additional brick on North Elevation*

Attachment 9: Site Plan

Attachment 10: Floor Plans

Attachment 11: Landscape Plan

Attachment 12: Tentative Plat of Subdivision

Attachment 13: Traffic Study without Appendices⁸

Attachment 14: Engineering Comment Memo

Attachment 15: Fire Comment Memo

Attachment 16: Site Lighting Diagram

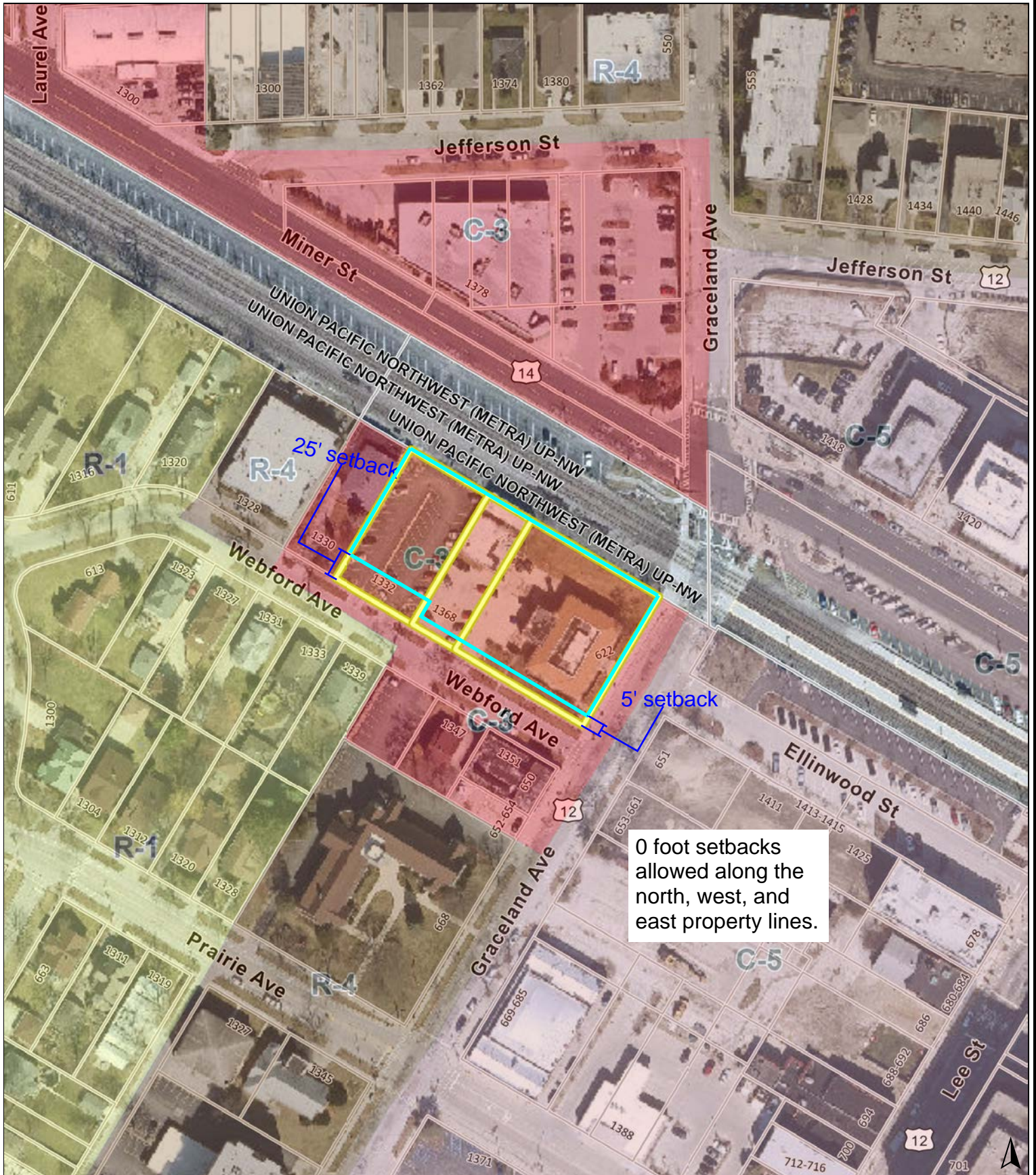
Attachment 17: PZB Recommendation Memo from Chairman Jim Szabo

Attachment 18: Excerpts of PZB Minutes from April 12 (approved), May 10 (approved), May 24 (approved), and June 14 (draft)

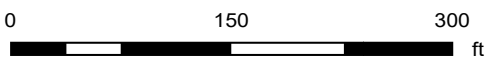
Ordinance

Z-23-22

⁸ The full study is available at desplaines.org/gracelandwebford.



0 foot setbacks allowed along the north, west, and east property lines.



Print Date: 4/6/2022

Notes

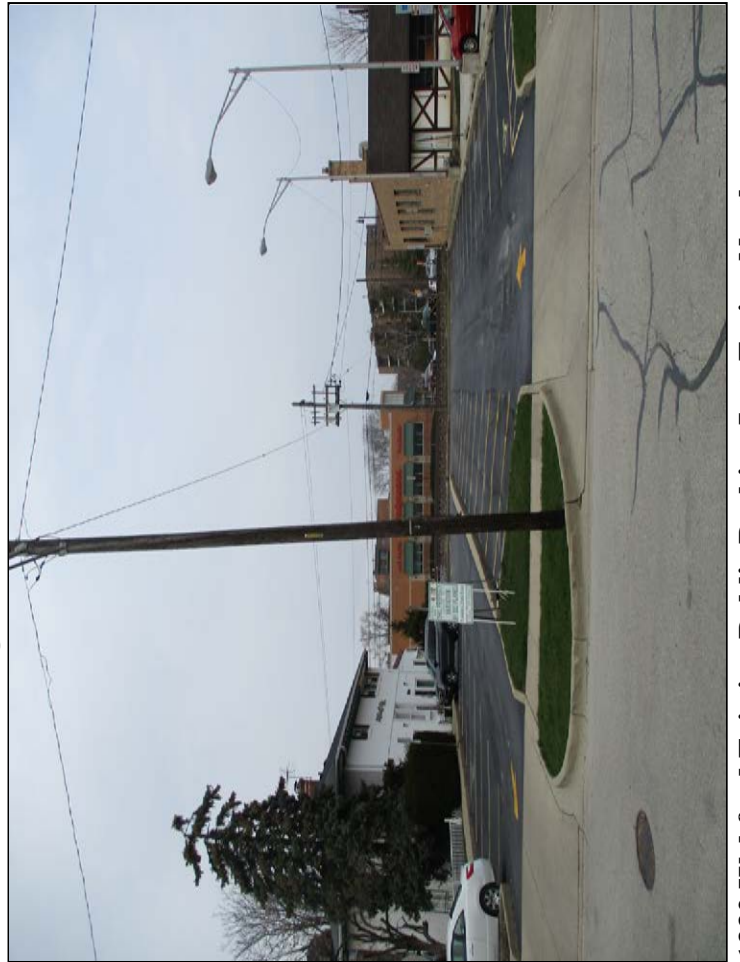
Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently 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.



622 Graceland – Facing Southwest



622 Graceland – Southeast Corner of Building, Windows



1332 Webford Existing Public Parking Lot, Facing North



622 Graceland, 1332 & 1368 Webford, Facing Northeast

PROJECT NARRATIVE

622 Graceland Avenue
Des Plaines, IL

Application for:

131 Luxury Apartments
New Restaurant/Lounge
Public and Private Covered Parking

Project Narrative
03/07/2022 Submission to Planning and Zoning Board (PZB)
Updated 3/16/2022 for 4/12/2022 PZB Hearing
Updated 5/3/2022 for 5/24/2022 PZB Hearing

Project Overview

The new apartments proposed at 622 Graceland Avenue will be a transit-oriented (TOD), mixed-use building located in the Downtown Business and Mixed-Use District of Des Plaines. With its proximity to area businesses and local transit to Chicago, Des Plaines is an ideal location to create a contemporary, high-density residential community. The project addresses the changing aspirations of people who desire to live closer to services in an urban environment, which provides for a more convenient style of living while simultaneously decreasing one's environmental footprint.

The development team, Compasspoint Development, LLC, is an experienced developer, having developed over 2,000 residential apartments around the country, and over 300 apartments in downtown Des Plaines with projects The Ellison (113 units) while at Opus Development and 1425 Ellinwood Apartments (212 units) with Compasspoint Development. Compasspoint develops best-in-class residential apartment buildings that redefine the skyline of any town/city they develop in. Compasspoint believes deeply in the Des Plaines community and has committed over \$100,000,000 to develop projects in Des Plaines and is committing an additional \$35,000,000 investment in this dynamic community.

The applicant has modified the development plan to accommodate as many comments and concerns from area neighbors, and City officials. Therefore, the current plans show (i) zoning map amendment to rezone the subject property from C-3 General Commercial District to C-5 Central Business District; (ii) Tentative Plat of Subdivision to consolidate three existing lots lot of record into one; The applicant is withdrawing all variance requests previously submitted prior to the first 4/12/22 PZB hearing. The changes to the variation application is due to eliminating all the outdoor head-in parking spaces that was located on the applicants property. By eliminating these spaces, the application no longer is required to seek zoning relief for parking lot landscaping in a property side yard. All outdoor parking will be located on the City owned street (Webford).

The architectural plan changes are listed as follows:

1. Eliminate all 90-degree head in parking along Webford Avenue.
2. A total of 44 public/commercial parking spaces will be located inside the building and a few will be located on the street. This is a reduction of 11 total public spaces.
3. Provide a Public Park in lieu of parking adjacent to the building. This public park will be open to the public during normal City operating hours and will be permanently owned and maintained by the Developer. A beautiful landscape plan is forthcoming and will include grass areas, walking path, overhead lighting, and generous seating open for anyone to enjoy.
4. The plan calls for adding on the North drive aisle of Webford parallel parking and a permanent building loading zone along the south edge of the property line along Webford Avenue, within the proposed widening of Webford. The old loading zone will now become additional outdoor dining areas.
5. The design added 4-foot knee walls to all areas of the garage façade facing Webford to address concerns of vehicle lights shining on nearby neighbors.
6. To address the concerns of the residents immediately to the West, the design is set back 3 feet all the way up the building to allow windows on half of the West façade, eliminating a blank wall design. Additional setback of 5 feet on the West wall from the Webford property line back 30 feet North was created to allow additional setback relief from 1330 Webford Ave, and also to accommodate open air access for the West fire stairwell exit to the street.
7. An open cut out of 10 feet wide by 8 feet high on the West wall at grade was made to allow pedestrians from the local businesses (1330 Webford) to access the public parking areas of the garage. An access agreement will be drafted so the garage may be accessible.
8. The applicant is also granting a public easement for the sidewalk in perpetuity, despite it being located on private property.
9. The indoor structured parking garage and outdoor street parking will now include 47 public spaces and 137 privately reserved residential spaces. As part of the revised application, the City will allow all 47 spaces to be open to the general public.
10. A loading zone, although not required in C-5, is provided for residential move-ins as well as food and beverage delivery for the restaurant.

The development still consists of a 7-story mixed-use building containing 131 residential rental apartments, ground floor restaurant space and communal lounge. The applicant is providing 184 total parking spaces, 137 required residential spaces, 17 required commercial spaces and an additional 30 public spaces. The reallocation of the existing 38 public spaces will be partially replaced by 30 public spaces inside the parking garage in addition to the 17 required commercial spaces. The proposed development will meet and exceed the minimum parking requirements.

Building Description:

The building will be 131 units and will consist of (17) Studios, (103) One Bedrooms and (11) Two Bedroom units.

The ground floor and mezzanine levels will consist of approximately 2,841 net square feet of restaurant and lounge space designated for uses permitted in Section C-5 of the zoning code. The commercial space will have dedicated covered and outdoor parking for the public and ground floor commercial customers which meet or exceed the parking required for City code. Additionally, the restaurant will have outdoor seating along Webford Ave, creating a true indoor/outdoor dining experience. The applicant intends to own the restaurant and lounge space and has a third party restaurant management company that will manage the day to day operations of the commercial spaces. These spaces are designed to bring in people from the neighborhood to enjoy good food and beverages in an approachable and affordable dining experience. Currently, the food and beverage concept has not been established, but it is the intention of the applicant to bring to market a food and beverage concept that fits well with the downtown market and seeks to elevate the type of food that people who work and live in Des Plaines will experience.

622 Graceland Ave is located directly across the street from the Metra Northwest Train platform with express access to downtown Chicago creating an opportunity for residents to leave their car at home for travel outside of the neighborhood and to commute to work.

The building will feature indoor bicycle storage, service area for loading and trash pick-ups. First floor amenities will contain a residential lobby, leasing office, café, full-service restaurant and mezzanine lounge/bar area. The second floor will house a fitness center and coworking lounge for the residents. The third floor will consist of an outdoor pool and landscaped roof deck, indoor club room, business center, and a dedicated outdoor dog run with pet grooming lounge. On level seven there will be a resident Sky Lounge with an outdoor roof deck. The outdoor roofdeck on level 3 will have dedicated green roof space, designed to eliminate a significant amount of rainwater runoff.

The developer has hired OKW as the projects architect. OKW is a leading national architecture firm headquartered in Chicago with extensive residential apartment design experience not only across the United States but also the Chicago land area.

Project Goals

The redevelopment will dramatically improve the current site conditions, replacing a single story news printer and underutilized commercial buildings and surface parking with a vibrant mixed-use project. The project will have two main boundaries, with its main street edge being Graceland Avenue and secondary site boundaries of Webford Avenue. Beyond the multiple uses, the building will have a modern exterior and site design that will provide a warm and welcoming pedestrian and retail experience.

The project will have a substantial financial benefit to the City and its local business and residents in the form of a significant increase in property and retail tax revenue. The project will infuse hundreds of new residents of varying ages and income levels that will ultimately improve the urban fabric and the financial stability of the Downtown Des Plaines market.

Adding residential dwelling units at this location naturally creates a more inviting streetscape, as more people will be walking, biking and driving to and from the site, which creates an energetic, safe and people-friendly hub in place of the existing commercial and surface lot that exists today. Sidewalk conditions will be improved, thus supporting nearby sites and encouraging area residents to walk to the site for their shopping and entertainment needs.

The developer has spent a considerable amount of time of assembling this development site. As Developers, we truly believe that our success in this project will be secondary to the greater benefit to the City of Des Plaines and its residents and businesses.

Design guidelines

The building design consists of white, grey and a wood tone exterior that mixes fiber cement panels, full face norman brick, glass windows with first, second, third and seventh floor aluminum and floor to ceiling glass window panels and a concrete and wood frame structure. All units will feature punch windows and large sliding patio doors with inset balconies and juliet style metal railings. The developer plans on adding climbing green ivy landscaping to the south exterior parking wall facing Webford Avenue helping to partially screen the main parking structure. The parking structure will feature open segments filled with architectural metal screening to allow the natural ivy to climb and conceal the parking areas. Further, as part of the Developers agreement with the City's redevelopment agreement, we will add additional parking spaces to the exterior parking areas in front of the building on Webford Avenue, increasing the necessary public parking above what is required by zoning code. We will improve the streetscape along Graceland Ave to the corner of Webford and all of Webford Ave to the end of our building property line. Webford Avenue will also be widened by (8) eight feet, increasing the street area to a true two-way drive aisle at (28) twenty-eight feet. The developer will also create a new connection to the storm sewer system creating a separated storm connection all the way to Laurel Avenue at the City's request. Additionally, the developer will resurface Webford to the end of the new buildings property line at the City's request.



OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661



DES PLAINES MULTI-FAMILY

622 GRACELAND AVE.

05/11/22 Project #: 21084

A.8a

PROJECT NARRATIVE (continued)

Utility Relocation

No utility relocation is necessary, other than placing overhead utilities underground. Full/Final civil engineering drawings will show any utility relocation necessary.

Property Assemblage

The developer has assembled a 1-acre infill development site consisting of 3 parcels. The property addresses are 622 Graceland Ave, 1362 Webford Ave, and 1332 Webford Ave. The properties are currently either under contract or have City/Owner consent to pursue entitlements with firm title commitments. Please reference the parcel PIN map located within this package. The 1332 Webford parcel is owned by the City of Des Plaines. 622 Graceland Ave is owned by The Wessel Holding Company, an affiliate of The Journal Topics Newspaper Group.

Parking Garage

Of the newly constructed 184 parking spaces 47 spaces are open to the general public or commercial users. The residential parking will have 137 spaces and will be located on a half sublevel below grade with 12 spaces, and 41 spaces on the first level and 84 spaces on level 2. There are 47 public/commercial parking spaces within the development, 42 public/commercial spaces on level 1 and sub-level 1, and 5 spaces located on Webford Avenue in front of the building. The building management will manage loading and unloading for both Retail Deliveries, Retail and Residential Trash and the Move-in and Move-out of the building residents. The residential elevator bank will have cargo/service elevators that can be used for moving and for emergency services. There is one loading zone located just outside the garage along Webford Avenue. Please see the architectural plan for this location.

The parking garage will include "panic button" devices that are directly connected to a POTS line allowing for an alert signal to be transferred to the City's 911 dispatch center. Other safety measures for the garage will include security cameras capable of monitoring the entirety of the public accessible areas. All private stairwells will be locked with access controls and panic bars and will include 24/7 video surveillance. These areas will only be accessible by residents and building and maintenance personnel. Audio visual vehicle alarm systems will be located at the garage entrances on Webford Ave to ensure the safety of all pedestrians. The developer will work with the City to create a parking signage plan to conform to the downtown public parking plan and will provide color coordinated stall and wall coverings to ensure clarity between the Public and Private parking areas. The developer will provide easy to read wayfinding signage for all access areas, public and private walkways and ingress and egress points. The parking structure will be well lit to meet or exceed building codes with Safety being paramount.

Construction Time Line

We anticipate closing on all parcels of the land development in February/March of 2023. Construction starting in March/April 2023 and concluding 16 months later as per the preliminary construction timeline.

Redevelopment Agreement

The City of Des Plaines and the development team have worked alongside each other to ensure the conformity of the recently adopted city's comprehensive and strategic plans.

The developer will construct streetscape improvements bordering the development property including without limitation the installation of new granite or brick pavers, conventional sidewalks, curbs, gutters, irrigation system, underdrains, parkway trees, bench seating, bike racks, as well as sidewalk lighting. The streetscape plan will include new streetscape improvements for Webford Ave and Graceland Ave. A new storm sewer from the development to Laurel Ave will create a new separate system for water runoff.



OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661



DES PLAINES MULTI-FAMILY

622 GRACELAND AVE.

05/11/22 Project #: 21084

A.8b

APPLICATION FOR ZONING AMENDMENT FOR 622 GRACELAND

The applicant is seeking a zoning map amendment for the property noted above to rezone the property from the C3 District to the C5 Zoning District in order to allow for the Property to be developed with 132 dwelling units, commercial space on the first and second floors and 195 parking spaces including 38 Public parking spaces.

The Standards for a Zoning Map Amendment are set forth in 12-3-7 and are as follows:

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.

a. The Comprehensive Plan contains two principles that the amendment addresses:

1. Provide a range of Housing Options: The Project will establish 131 multi-family dwelling units of various sizes. It specifically provides for dwelling units in a building with a great range of amenities. This type of dwelling will attract both younger residents and empty nesters to the downtown area of the City.

ii. Expand Mixed Use Development: The Project will provide for a restaurant and lounge use. The restaurant and lounge will provide an amenity to the residents and will draw patron from the surrounding neighborhood. They will also draw people into the near downtown area.

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

The Project is located near and serves as a viable expansion of the Central Downtown Area. The design of the Project and its access provisions will maintain the character of the residential neighborhood nearby.

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

There are sufficient utilities to serve the Project. The Developer will construct such additional utilities to address existing drainage needs. The traffic study shows that the road network can easily handle the traffic from the Project. In addition the Developer will widen Webford to enhance access, parking and streetscape.

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

The property is located near the C5 Downtown district so the rezoning to C5 will have no negative effect on surrounding property values. The proposed development will replace an underutilized and blighted property of downtown Des Plaines and will create more value for the property and the surrounding property values

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

The Amendment is in accordance with the City's Comprehensive Plan. Development of higher residential densities near the Metra Line is an important for the viability of the City's downtown area which was developed adjacent to the Metra Lines. The mixed use Project acts to expand the downtown area which is a goal of the City. Finally the Project complies with all parking requirements and includes Public Parking that will continue to address the needs of commuters to and from the City.



OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661



DES PLAINES MULTI-FAMILY

622 GRACELAND AVE.

05/11/22 Project #: 21084

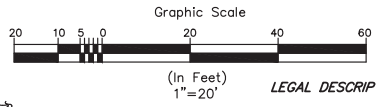
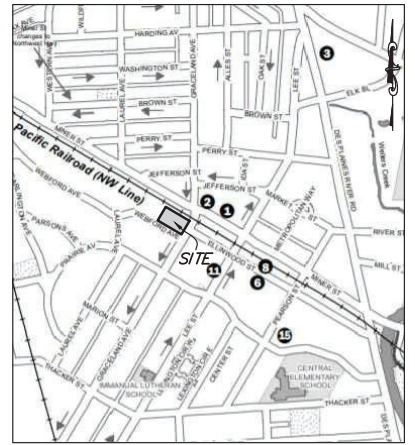
A.9

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

BY **GENTILE AND ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

550 E. ST. CHARLES PLACE
LOMBARD, ILLINOIS 60148
PHONE : (630) 916-2622

VICINITY MAP
NOT TO SCALE



LEGAL DESCRIPTION:

PARCEL 1:

LOTS 35, 36 AND 37 IN BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT NO. 4793563, IN COOK COUNTY, ILLINOIS.
PROPERTY COMMONLY KNOWN AS: 622 GRACELAND AVE., DES PLAINES, IL. 60016 CONTAINING: 22,509.41 SQ. FT., 0.52 AC. (MORE OR LESS)

PARCEL 2:

LOT 34 IN BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT NO. 4793563, IN COOK COUNTY, ILLINOIS.
PROPERTY COMMONLY KNOWN AS: 1368 WEBFORD AVE., DES PLAINES, IL. 60016 CONTAINING: 7,503.12 SQ. FT., 0.17 AC. (MORE OR LESS)

PARCEL 3:

THE SOUTHEASTERLY 40 FEET OF LOT 32 AND ALL OF LOT 33 IN BLOCK 1 IN DES PLAINES MANOR TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT 4793563, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 1332 WEBFORD AVE., DES PLAINES, IL. 60016 CONTAINING: 13,499.99 SQ. FT., 0.31 AC. (MORE OR LESS)

CONTAINING: TOTAL (ALL 3 PARCELS) 43,499.97 SQ. FT., 1.00 AC. (MORE OR LESS)

○ **STORM SEWERS**

- ① CATCH BASIN
RIM 638.65
6" VCP S INV 634.23
- ② CATCH BASIN
RIM 637.08
6" VCP N INV 632.46
6" VCP(+/-) S INV 632.46
10" RCP E INV 633.66
- ③ CATCH BASIN
RIM 637.21
10" RCP W INV 634.26
- ④ CATCH BASIN
RIM 637.28
4" CIP NE INV 635.98
6" CIP S INV 634.73
- ⑤ INLET
RIM 639.01
L" SW INV 635.51
- ⑥ STORM MANHOLE
RIM 640.10
TOP OF 8" (+/-) PIPE S 630.63
SW INV 631.20
SE INV 630.80
- ⑦ CATCH BASIN
RIM 638.58
12" RCP SE INV 636.53
- ⑧ CATCH BASIN
RIM 637.45
6" VCP NW INV 634.90
10" SE INV 633.00
6" PVC S INV 634.20
- ⑨ INLET
RIM 637.41
6" PVC N INV 635.01
- ⑩ CATCH BASIN
RIM 637.20
6" VCP NW INV 632.70
8" VCP S INV 632.80
- ⑪ INLET
RIM 637.04
FILLED WITH DEBRIS
- ⑫ CURB CATCH BASIN
RIM 636.40
TOP OF PIPE TO SOUTH 634.40
- ⑬ CURB CATCH BASIN
RIM 636.72
TOP OF 12" PIPE TO NORTH 634.16
NW INV 632.86
- ⑭ CURB CATCH BASIN
RIM 636.72
TOP OF 12" PIPE TO EAST 634.37
12" RCP S INV 633.47
- ⑮ CURB CATCH BASIN
RIM 636.74
TOP OF PIPE TO NORTH 634.69
(PVC INSIDE RCP)
- ⑯ STORM MANHOLE
RIM 638.82
N INV 632.22
S INV 632.22
E INV 632.27
W INV 632.42
ALL PIPES ARE +/- 8"

○ **SANITARY SEWERS**

- ① SANITARY MANHOLE
RIM 638.77
15" VCP E INV 632.47
10" VCP SE INV 633.12
15" VCP S INV 632.42
- ② SANITARY MANHOLE
RIM 637.57
15" VCP N INV 632.37
10" NE INV 632.67
15" SW INV 632.07
- ③ COMBINATION MANHOLE
RIM 637.83
N INV 631.39
(RECORDS SHOW A MANHOLE IN THE STREET NEAR NORTH END OF PROPERTY. NONE WAS FOUND AND NO INDICATION OF ONE WAS FOUND)
- ④ COMBINATION MANHOLE
RIM 638.61
24" N INV 630.61
24" S INV 630.71
- ⑤ COMBINATION MANHOLE
RIM 636.78
12" E INV 631.33
12" W INV 631.38
SE INV 631.60
- ⑥ COMBINATION MANHOLE
RIM 637.17
12" E INV 631.42
12" NW INV 632.87
12" W INV 631.57

③ **WATER MAINS**

- ① WATER VALVE VAULT (NEW)
RIM 639.28
TOP OF PIPE 632.28
PER RECORDS THE NEW MAIN GOING EAST IS 10" D.I.P. AND THE SOUTH IS 8" RECORD SHOWS NO MAIN HEADING NORTH, BUT IS VISIBLE IN FIELD. RECORDS SHOW IT CONNECTING TO OLD MAIN COMING FROM VAULT NO. 2 BUT NOT VISIBLE IN FIELD
- ② WATER VALVE VAULT
RIM 638.95
TOP OF PIPE 633.45
RECORD SAY IT IS 8"
- ③ WATER VALVE VAULT
RIM 638.55
TOP OF PIPE 633.75
THIS IS A NEW MAIN ALSO RECORDS SHOW NO VAULT HERE BUT FOUND IN FIELD
- ④ WATER VALVE VAULT
RIM 637.46
FULL OF SILT AT ELEV. 634.76
MOST LIKELY HAVING BEEN PART OF THE OLD MAIN CONNECTING TO VAULT NO. 2, RECORDS SHOW NO VAULT HERE WHERE FOUND IN FIELD
- ④ WATER VALVE VAULT
RIM 637.42
TOP OF PIPE 628.12
RECORDS SAY THIS IS 8" AND GENERALLY AGREE WITH FIELD MARKINGS AND CONNECTION TO NEW MAIN IN THE EASTERLY SIDE OF THE RIGHT OF WAY

FLOOD ZONE INFORMATION:

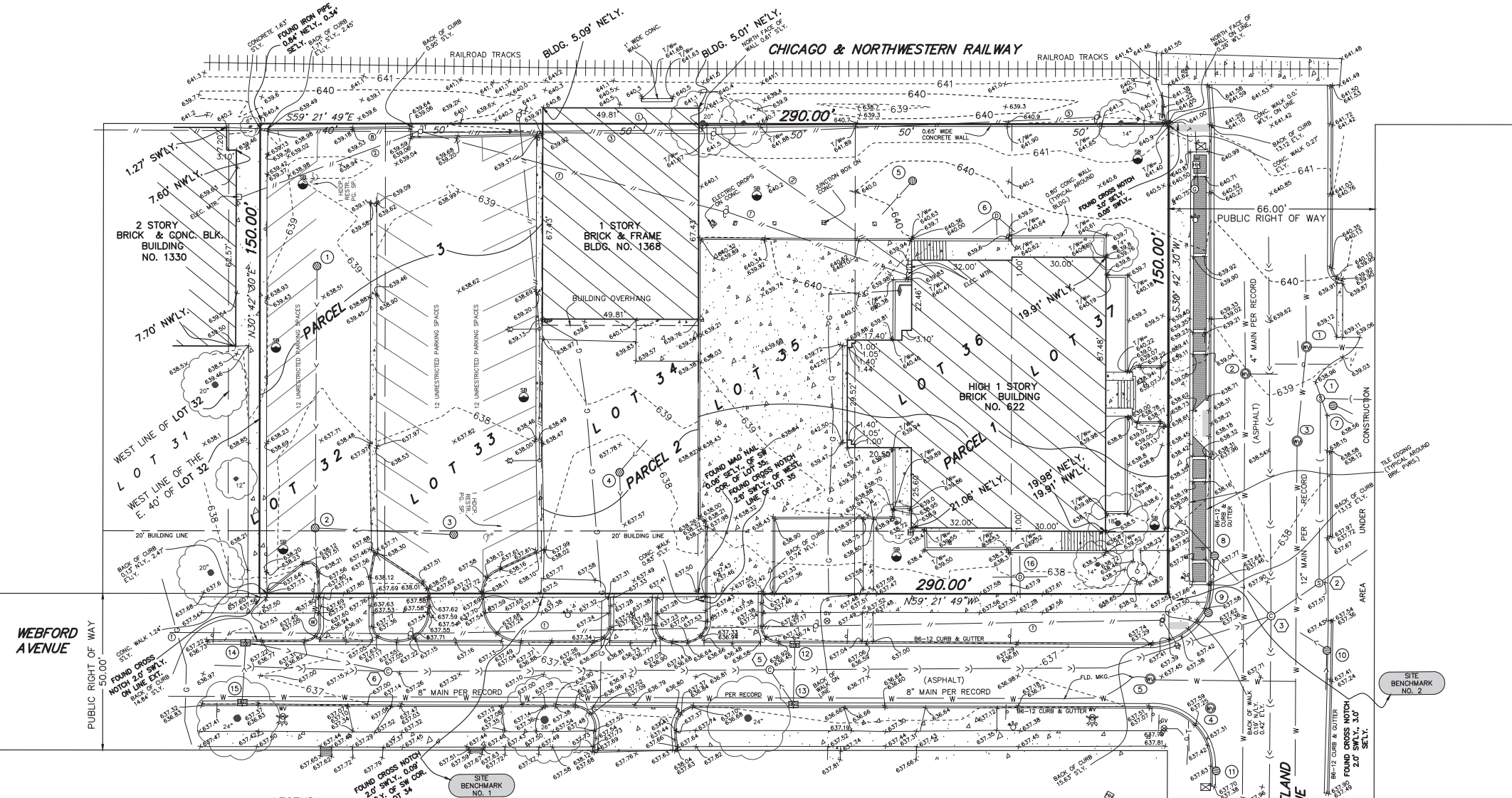
PER FEMA F.I.R.M. NO. 17031C02174, DATED 08/19/2008, PROPERTY IS IN ZONE "X", AREAS OF MINIMAL FLOOD HAZARD.

EACH OF THE ADDITIONAL TABLE "A" ITEMS LISTED IN SURVEYOR'S CERTIFICATE (AS REQUESTED BY CLIENT) HAVE BEEN ADDRESSED. THE FOLLOWING ITEMS NO'S. HAVE NO NOTATION ON THIS PLAT AS THE REFERENCED CONDITIONS DO NOT EXIST ON, OR APPLY TO SUBJECT PROPERTY:

16, 17
STATE OF ILLINOIS) S.S.
COUNTY OF DUPAGE)

TO: COMPASSPOINT DEVELOPMENT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY
CITY OF DES PLAINES, A MUNICIPAL CORPORATION OF THE STATE OF ILLINOIS
CHICAGO TITLE INSURANCE COMPANY
ATTORNEYS' TITLE GUARANTY FUND, INC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS
1, 2, 3, 4, 5, 7(a), 8, 9, 11, 14, 16, 17, 20 OF TABLE A THEREOF.
THE FIELD WORK WAS COMPLETED ON NOVEMBER 20, A.D. 2021
DATE OF PLAT: DECEMBER 10, A.D. 2021
BY: *Joseph F. Gentile*
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2925
MY LICENSE EXPIRES NOVEMBER 30, 2022
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.002870



LEGEND

○ GAS METER	⊕ WATER SERVICE SHUTOFF VALVE	⊠ CURB INLET/CATCH BASIN	⊗ OVERHEAD WIRES (# OF WIRES)
○ GAS VALVE	⊕ WATER VALVE VAULT	⊙ SANITARY SEWER MANHOLE	⊘ STORM SEWER
○ UTILITY POLE	⊕ TRAFFIC SIGNAL CONTROL VAULT	⊙ COMBINATION SEWER MANHOLE	⊘ SANITARY SEWER
○ UTILITY POLE WITH TRANSFORMER	⊕ RAILROAD GATE ARM	XXX.X GROUND ELEVATION	⊘ UNDERGROUND ELECTRIC
○ "GUY" ANCHOR W/ WIRE	⊕ FLAGPOLE	XXX.XX PAVEMENT ELEVATION	⊘ UNDERGROUND TELEPHONE
○ LIGHT POLE	⊕ ELECTRIC HANDHOLE	F/FLR = FINISHED FLOOR ELEVATION	⊘ GAS MAIN
○ SIGN POST	⊕ WATER METER VAULT	T/FDN = TOP OF FOUNDATION ELEVATION	⊘ WATER MAIN
○ FIRE HYDRANT	⊕ SOIL BORING	T/W = TOP OF WALL	⊘ TRUNCATED DOME (HDCP. ACCESS)
○ WATER SHUTOFF VALVE WITH 8" CASING	⊕ CLOSED COVER DRAINAGE STRUCTURE	○ TREE WITH TRUNK DIAM. SIZE	
	○ OPEN COVER DRAINAGE STRUCTURE		

CONCRETE PAVEMENT BRICK PAVERS
ASPHALT PAVEMENT

NOTES:

BASIS OF BEARINGS:
ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE

BENCHMARK:
CITY OF DES PLAINES BENCHMARK NO. 61. MONUMENT SET IN CONCRETE AT THE NORTHEAST CORNER OF PRAIRIE & FIRST AVENUE, 75' EAST OF THE RAILROAD TRACKS AND 12' NORTH OF THE EDGE OF PAVEMENT OF PRAIRIE. ELEVATION 640.05 (NAVD 88 DATUM), MEASURED ELEVATION 640.12

SITE BENCHMARKS:
NO. 1
ELEVATION NOTCH 2' SOUTH OF THE SOUTHWEST CORNER OF LOT 34
ELEVATION 637.45 (NAVD 88 DATUM)
NO. 2
CROSS NOTCH 2' SOUTH AND 3' EAST OF THE SOUTHEAST CORNER OF LOT 37
ELEVATION 637.57 (NAVD 88 DATUM)

TITLE POLICY PROVIDED FOR PARCEL 3 MAKES NOTE OF AN EXCEPTION TO COVERAGE THAT INCLUDES AN EASEMENT FOR SEVERAL UTILITIES PER DOC. NO. LR1429065. SURVEYOR WAS NOT PROVIDED DOCUMENT BY TITLE COMPANY AND WAS NOT ABLE TO OBTAIN DOCUMENT FROM COOK COUNTY RECORDER'S OFFICE. BEFORE EXCAVATION, BUILDING OR ANY DISTURBANCE WITHIN SUBJECT PROPERTY OBTAIN DOCUMENT FOR PARTICULARS AND LOCATION OF SAID EASEMENT.

622 GRACELAND AVENUE

MULTI-FAMILY DEVELOPMENT

ZONING SUMMARY		
PROPOSED ZONING DISTRICT:	C-5	
ZONING DESCRIPTION:	CENTRAL BUSINESS	
SITE AREA:	43,505 SF	
	ORDINANCE REQUIREMENT	PROPOSED
FAR	N/A	4.3
BUILDING AREA, GROSS (GFA)	N/A	186,893 SF
MAX UNITS	N/A	131
FRONT YARD (GRACELAND AVE)	0'	0'
SIDE YARD		
(SOUTH - ALONG WEBFORD AVE)	0'-0"	27'-6", 20'-0"
(NORTH - ALONG RAILROAD TRACKS)	0'-0"	0'-0"
REAR YARD (PROPERTY AT 1330 WEBFORD AVE)	0'-0"	VARIES 0'-0" - 5'-0"
HEIGHT (W/ GROUND FLOOR RETAIL)	100'-0"	84'-0"
PARKING		
STUDIO & 1 BEDROOM UNITS	1.0 X 120 = 120	120
2-BR UNIT	1.5 X 11 = 16.5	17
TOTAL RESIDENTIAL PARKING SPACES	137	137
COMMERCIAL	17	17
ADDITIONAL PUBLIC SPACES	--	30 (25 GARAGE, 5 ON-STREET)
TOTAL:	154 SPACES	184 SPACES

DEVELOPMENT SUMMARY				
GROSS BUILDING AREA: 187,529 SF				
BUILDING AREA				
	GROSS	NET	NET (RESIDENTIAL)	
TOTAL:	187,529 SF	120,548 SF	88,627 SF	
LEVEL 01:	35,115 SF	4,477 SF	0 SF	
LEVEL 02:	35,119 SF	4,623 SF	0 SF	
LEVEL 03:	23,558 SF	22,153 SF	15,295 SF	
LEVEL 04:	24,080 SF	22,164 SF	18,630 SF	
LEVEL 05:	23,653 SF	22,824 SF	19,143 SF	
LEVEL 06:	23,653 SF	22,824 SF	19,152 SF	
LEVEL 07:	22,351 SF	21,483 SF	16,408 SF	
PARKING SPACES				
	RESIDENTIAL	COMMERCIAL	ADDITIONAL PUBLIC	TOTAL
LOWER LEVEL	12	0	7	19
LEVEL 01	38	20	18 GARAGE, 5 ON-STREET	81
LEVEL 02	84	0	0	84
TOTAL	137	17	25 GARAGE, 5 ON-STREET	184
TOTAL REQUIRED PARKING SPACES:			154 SPACES	
TOTAL PARKING SPACES PROVIDED:			184 SPACES (8 ACCESSIBLE)	

UNIT MATRIX				
	STUDIO	1-BED	2-BED	TOTALS
LEVEL 3	6	17	1	24
LEVEL 4	3	22	2	27
LEVEL 5	3	22	3	28
LEVEL 6	3	22	3	28
LEVEL 7	2	20	2	24
TOTALS	17	103	11	131



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Chicago, IL 60661



DES PLAINES MULTI-FAMILY

622 GRACELAND AVE.

05/11/22 Project #: 21084

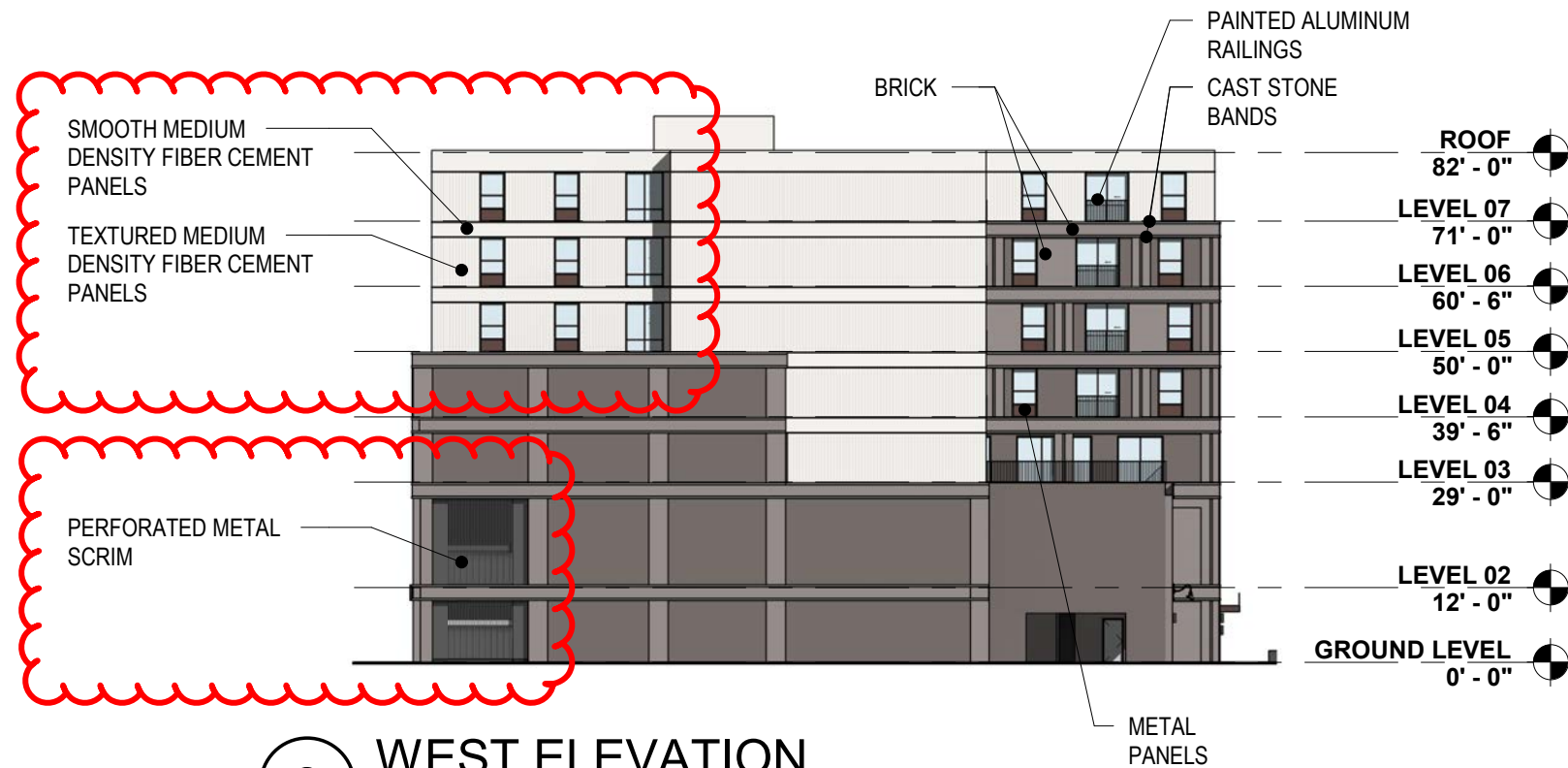
A.0



2 EAST ELEVATION
SCALE: 1" = 30'-0"



1 NORTH ELEVATION
SCALE: 1" = 30'-0"



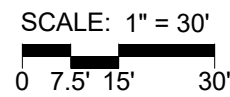
2 WEST ELEVATION
SCALE: 1" = 30'-0"



1 SOUTH ELEVATION
SCALE: 1" = 30'-0"



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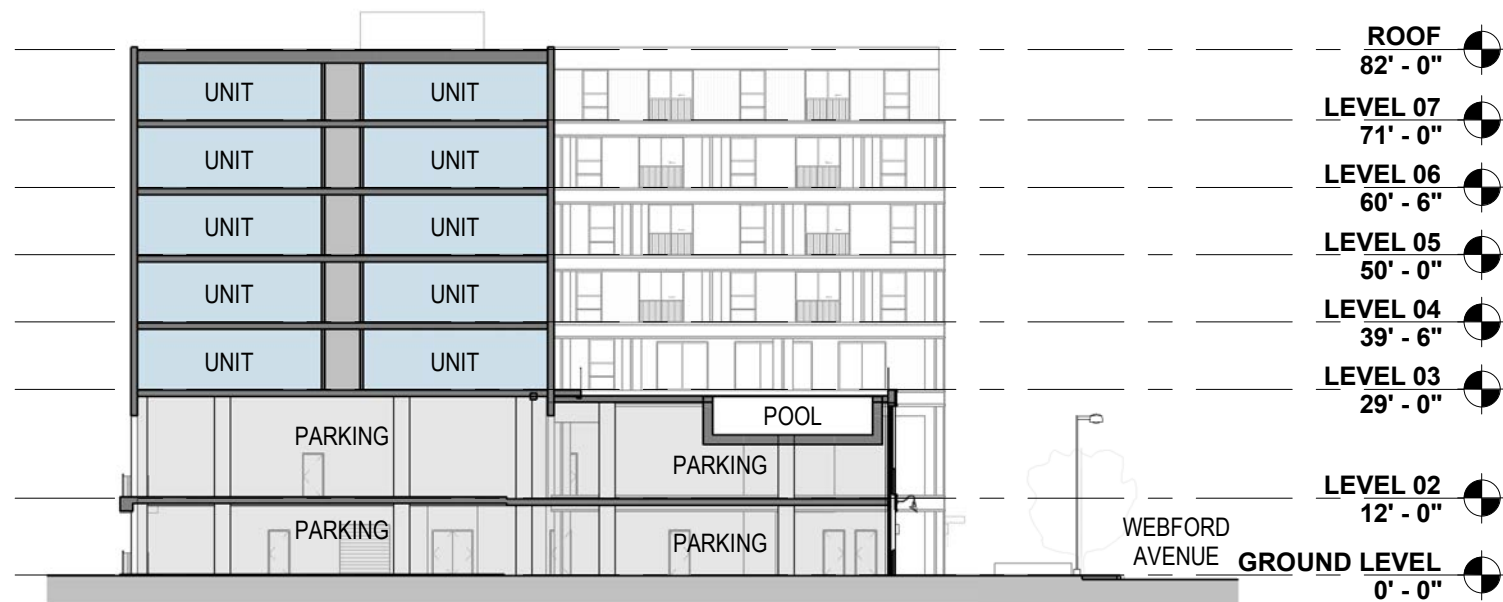


DES PLAINES MULTI-FAMILY

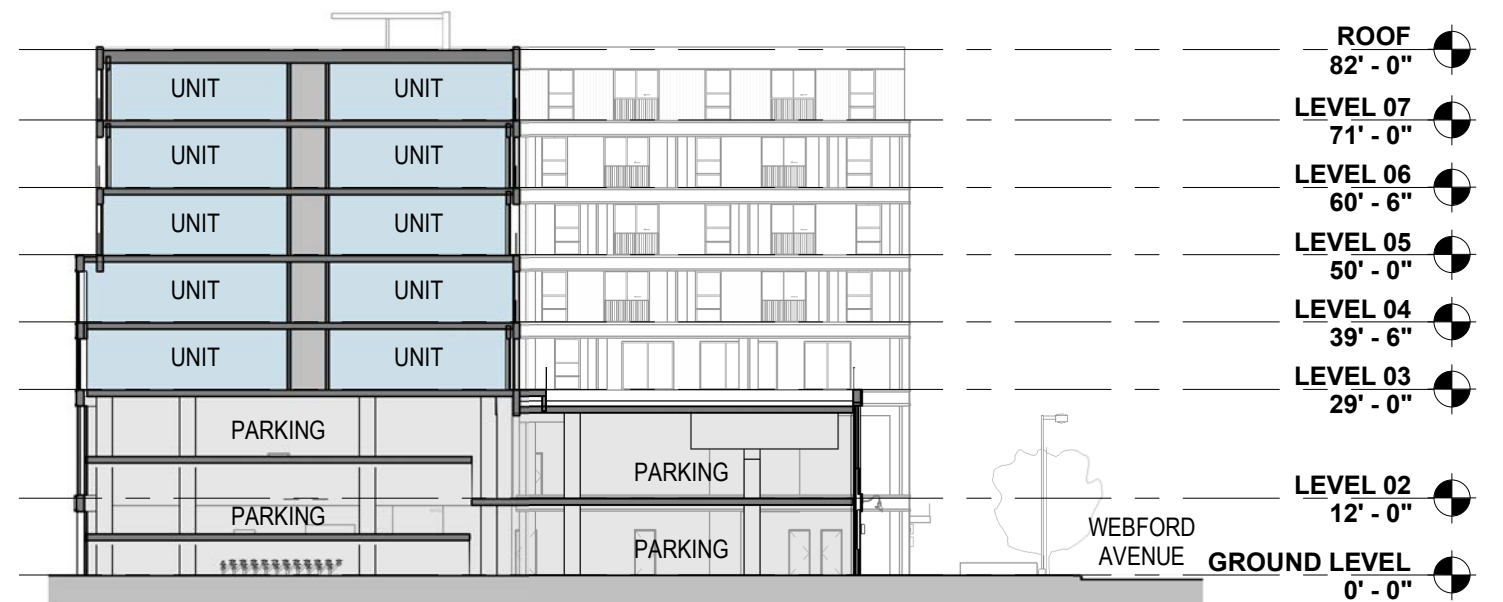
622 GRACELAND AVE.

05/11/22 Project #: 21084

A.6



2 SECTION - NORTH/SOUTH
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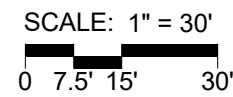
3 SECTION - NORTH/SOUTH
SCALE: 1" = 30'-0"



1 SECTION - EAST/WEST
SCALE: 1" = 30'-0"



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600 W. Jackson, Suite 250
Chicago, IL 60661

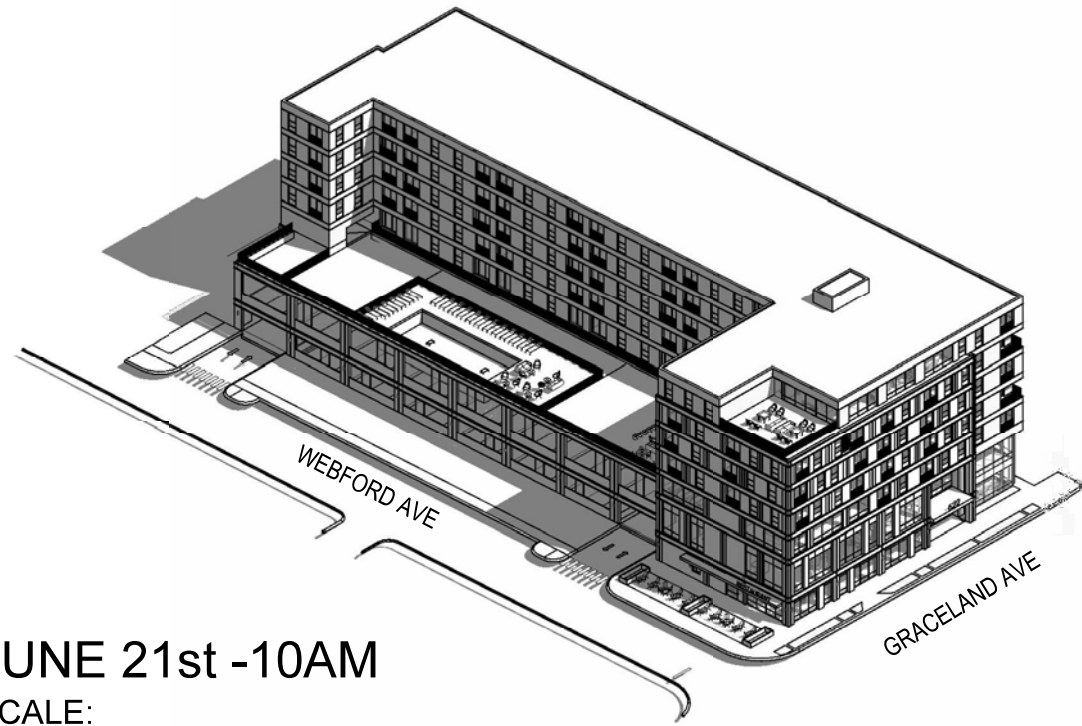


DES PLAINES MULTI-FAMILY

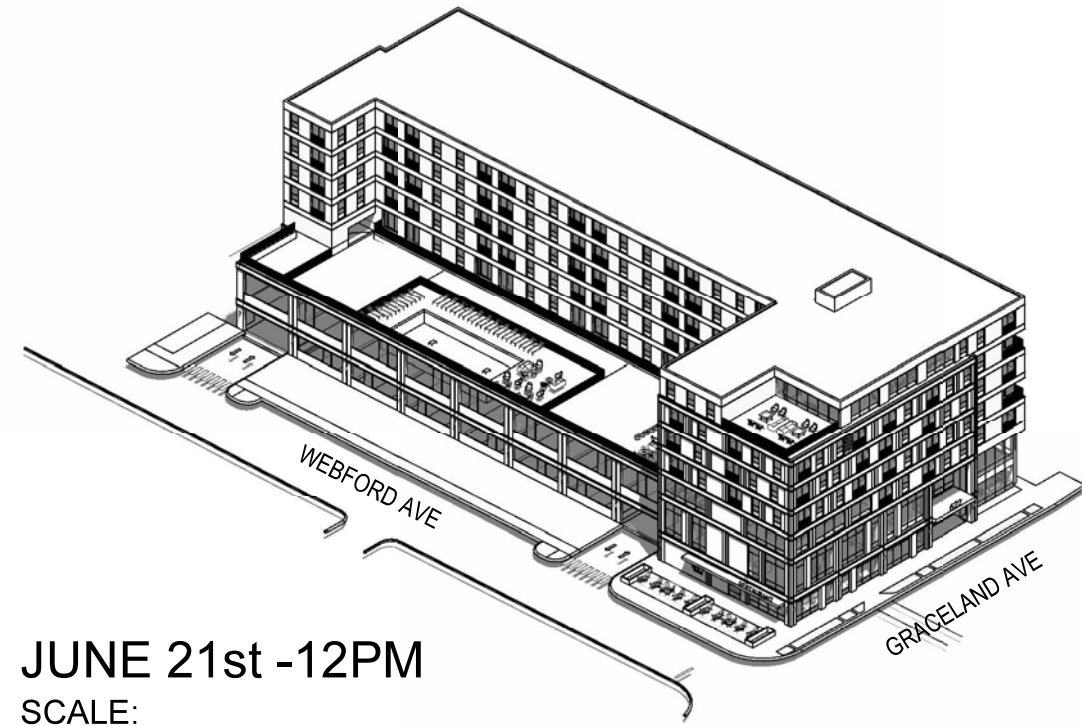
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05/11/22 Project #: 21084

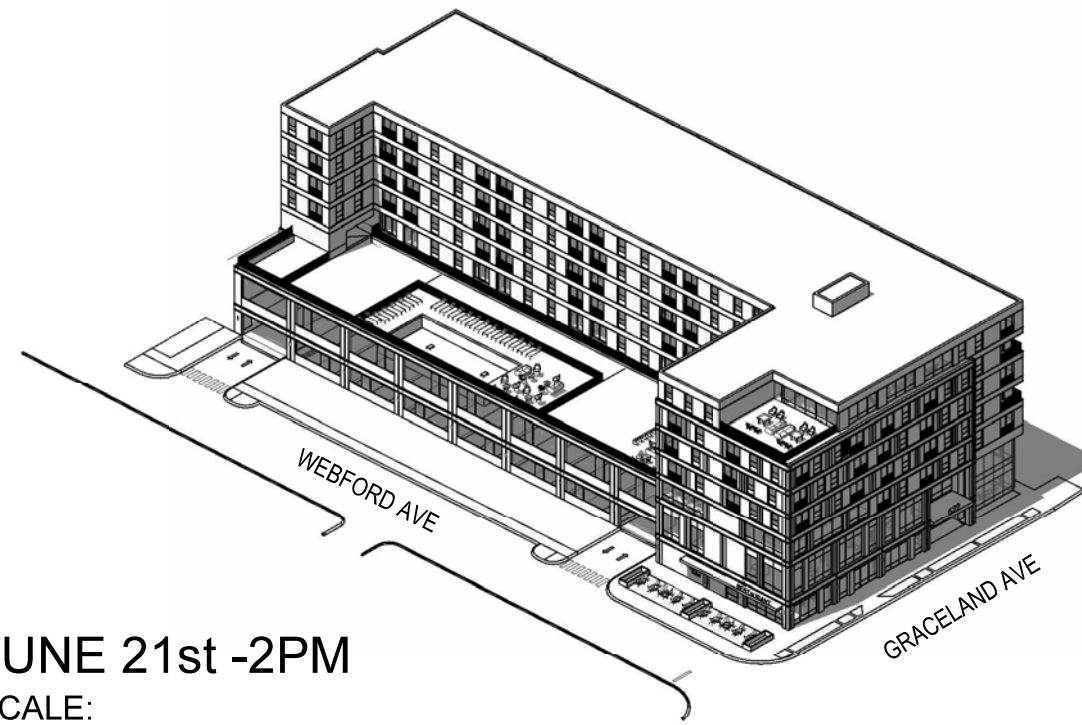
A.17



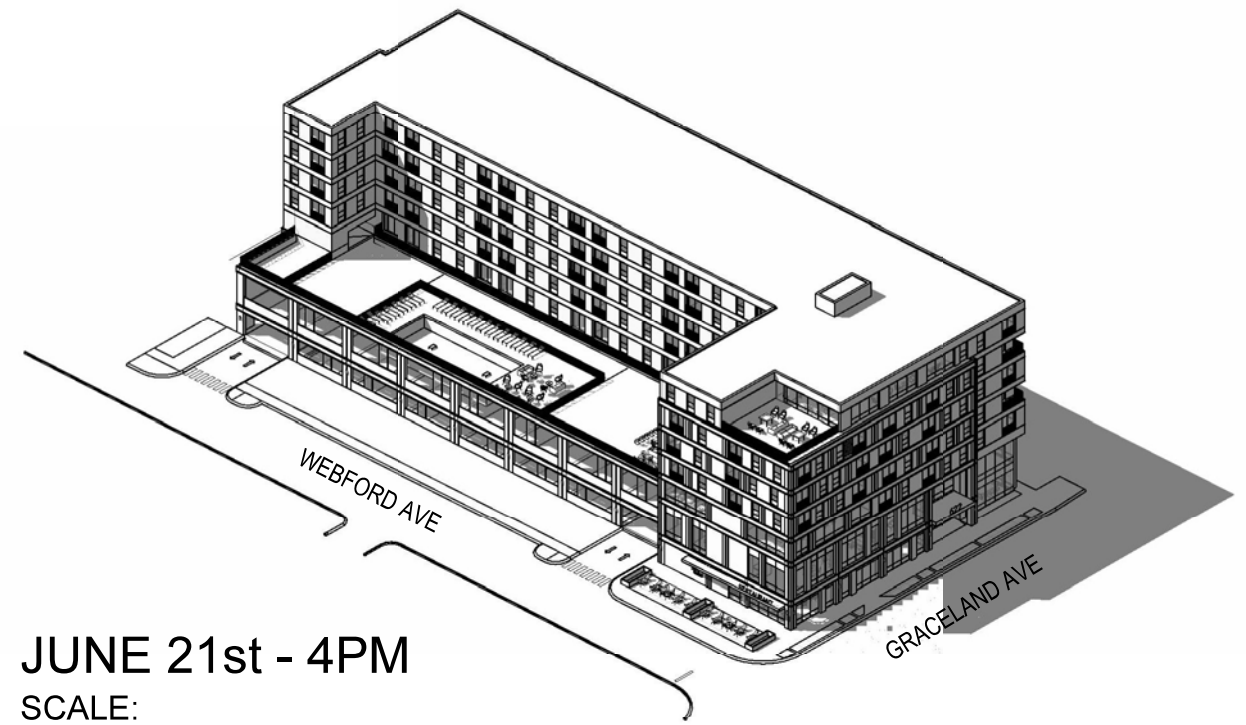
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SCALE:



2 JUNE 21st -12PM
SCALE:



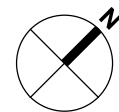
3 JUNE 21st -2PM
SCALE:



4 JUNE 21st - 4PM
SCALE:



OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661



PROJECT



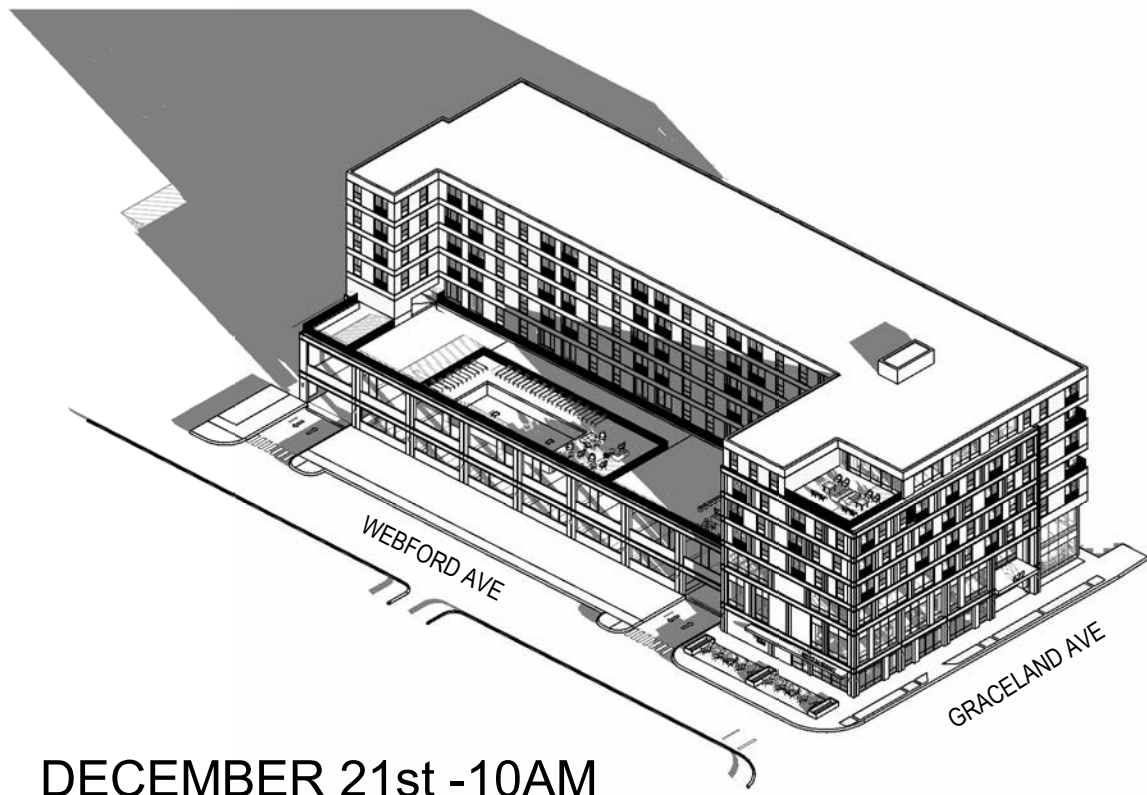
SUN STUDY

DES PLAINES MULTI-FAMILY

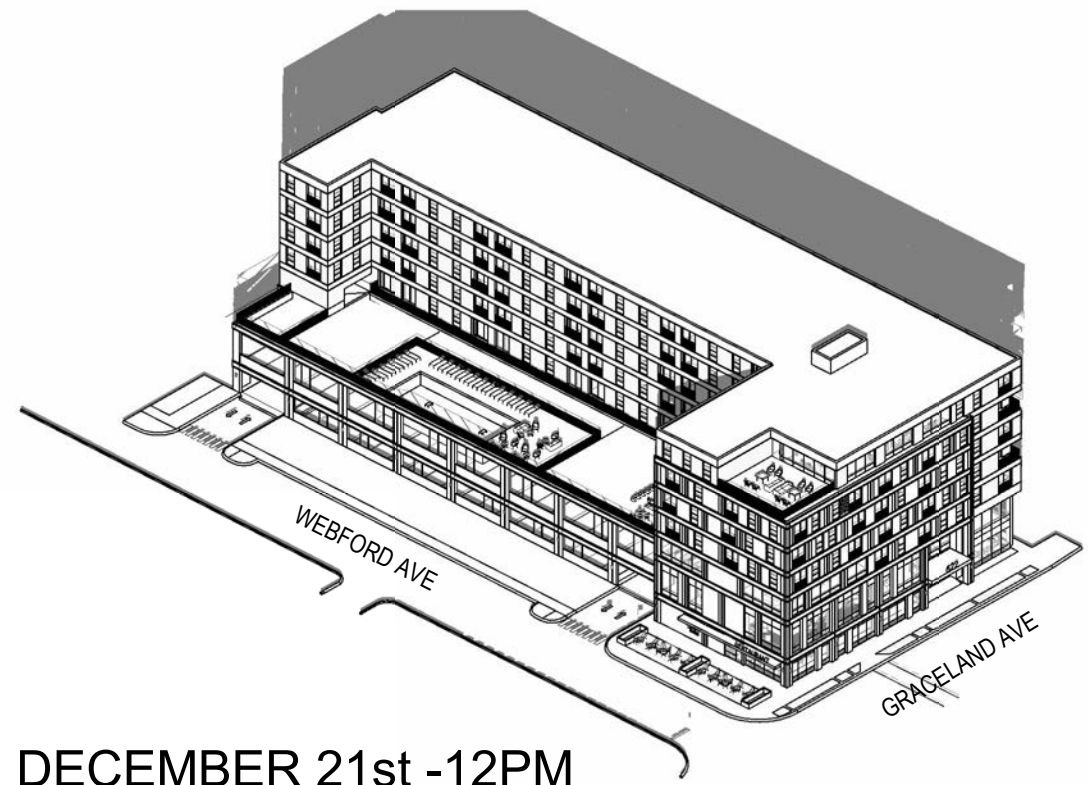
622 GRACELAND AVE.

05/11/22 Project #: 21084

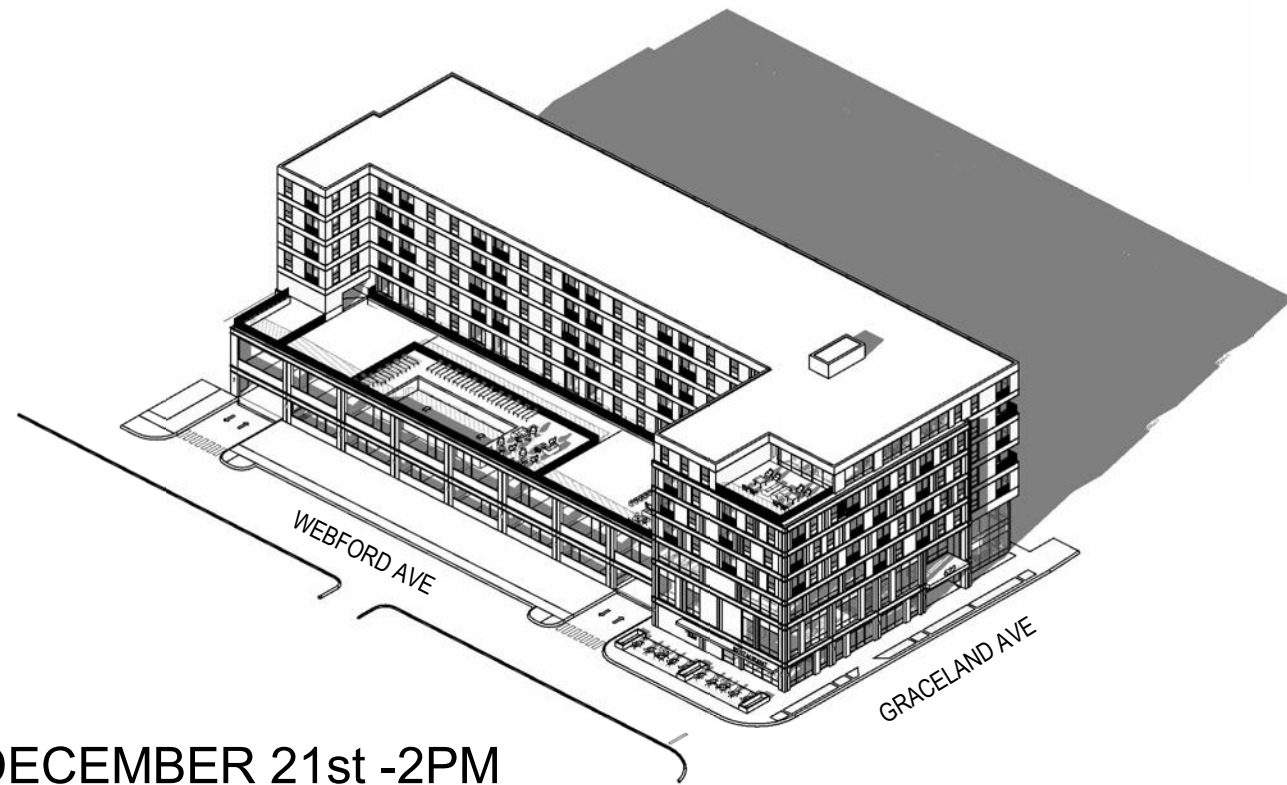
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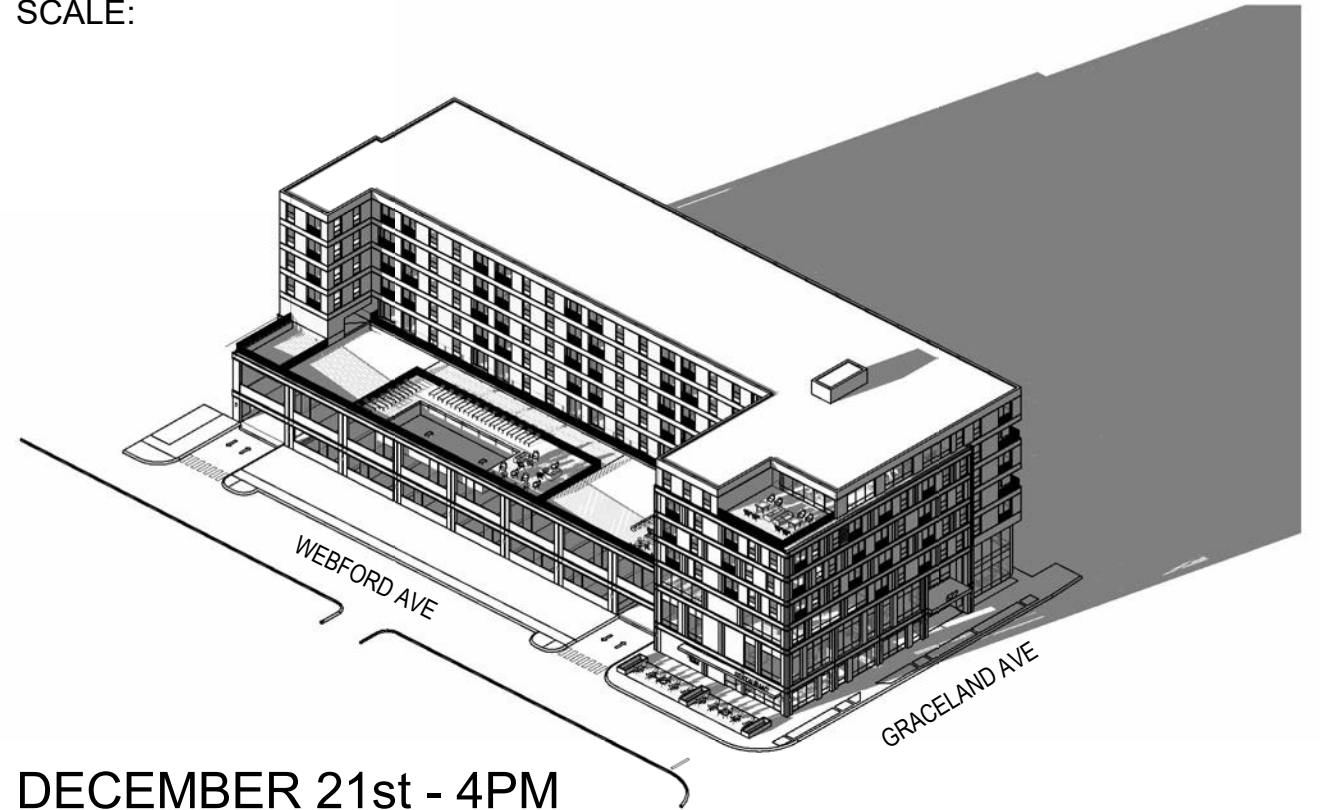
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SCALE:



2 DECEMBER 21st -12PM
SCALE:



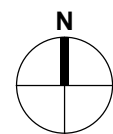
3 DECEMBER 21st -2PM
SCALE:



4 DECEMBER 21st - 4PM
SCALE:



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PROJECT



SUN STUDY

DES PLAINES MULTI-FAMILY

622 GRACELAND AVE.

05/11/22 Project #: 21084

A.18





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Chicago, IL 60661

Attachment 8



VIEW FROM SOUTHEAST
DES PLAINES - MULTI FAMILY
622 GRACELAND AVE, DES PLAINES, IL
Project #: 21084

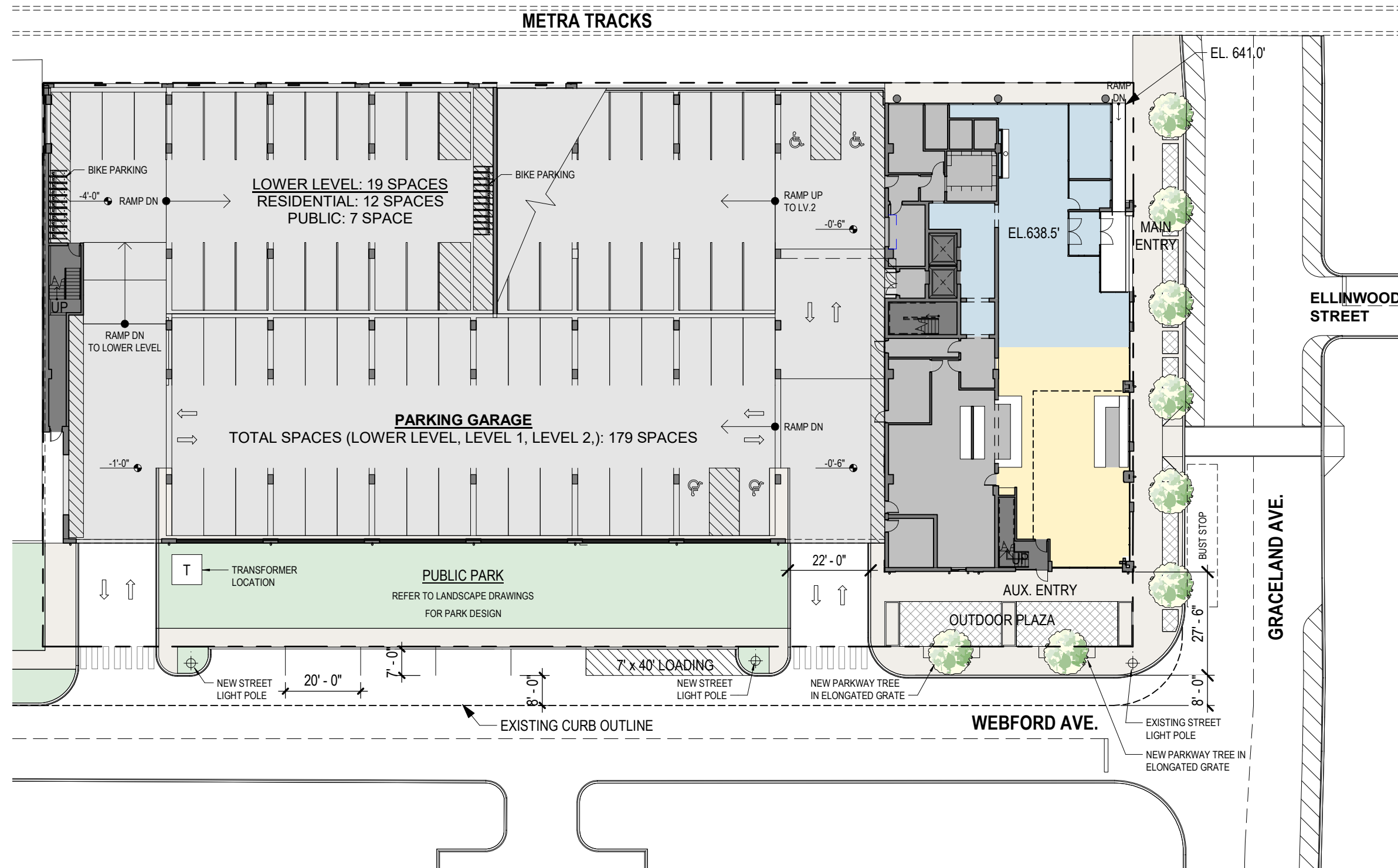


OKW ARCHITECTS
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Chicago, IL 60661

Attachment 8



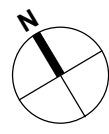
VIEW FROM SOUTHWEST
DES PLAINES - MULTI FAMILY
622 GRACELAND AVE, DES PLAINES, IL
Project #: 21084



1 SITE PLAN
SCALE: 1" = 30'-0"



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SCALE: 1" = 30'
0 7.5' 15' 30'

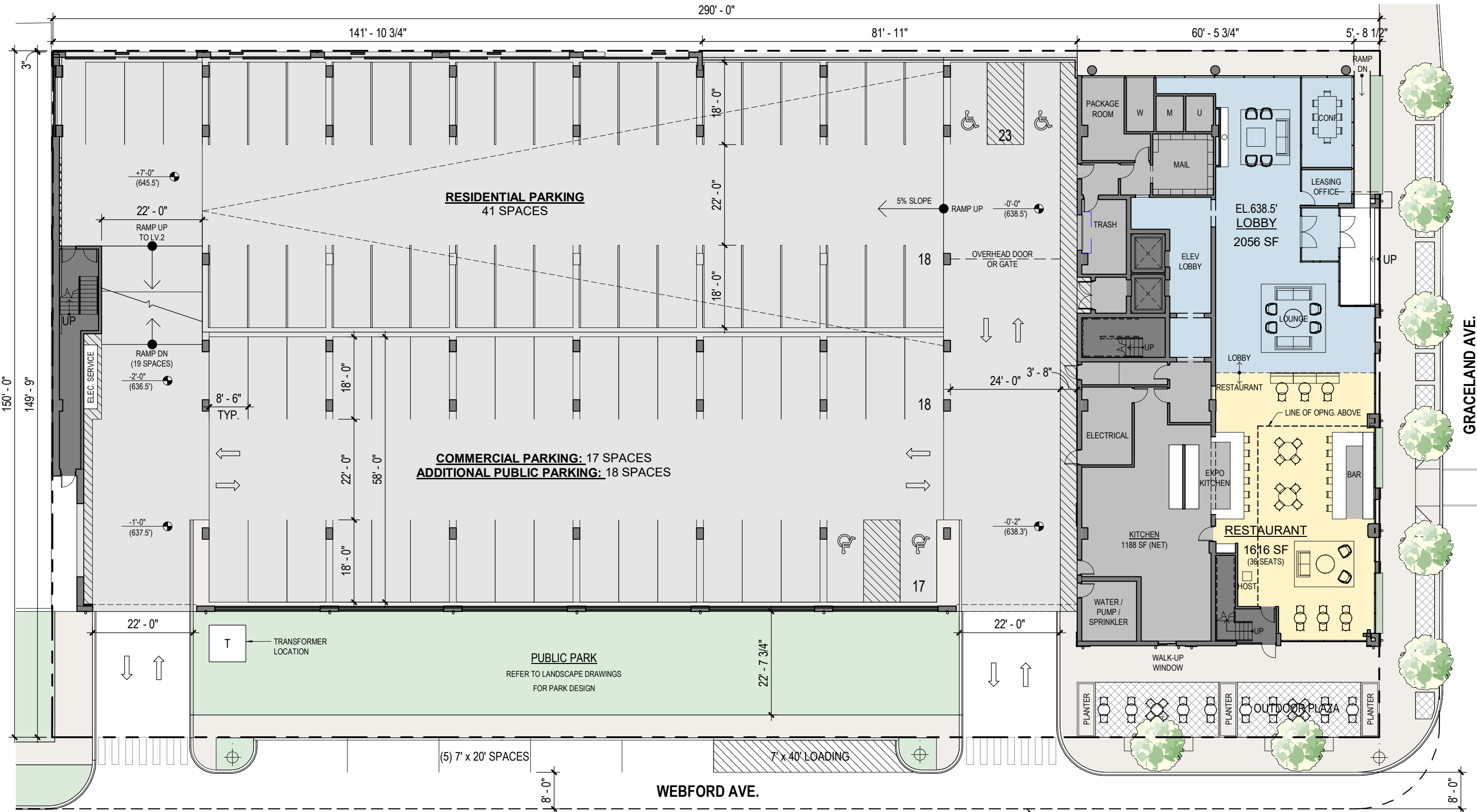


DES PLAINES MULTI-FAMILY

622 GRACELAND AVE.

05/11/22 Project #: 21084

A.10



1 GROUND LEVEL
SCALE: 1" = 20'-0"

NOTE: ALL AREAS TO BE PRIVATE USE
UNLESS OTHERWISE NOTED ON PLAN

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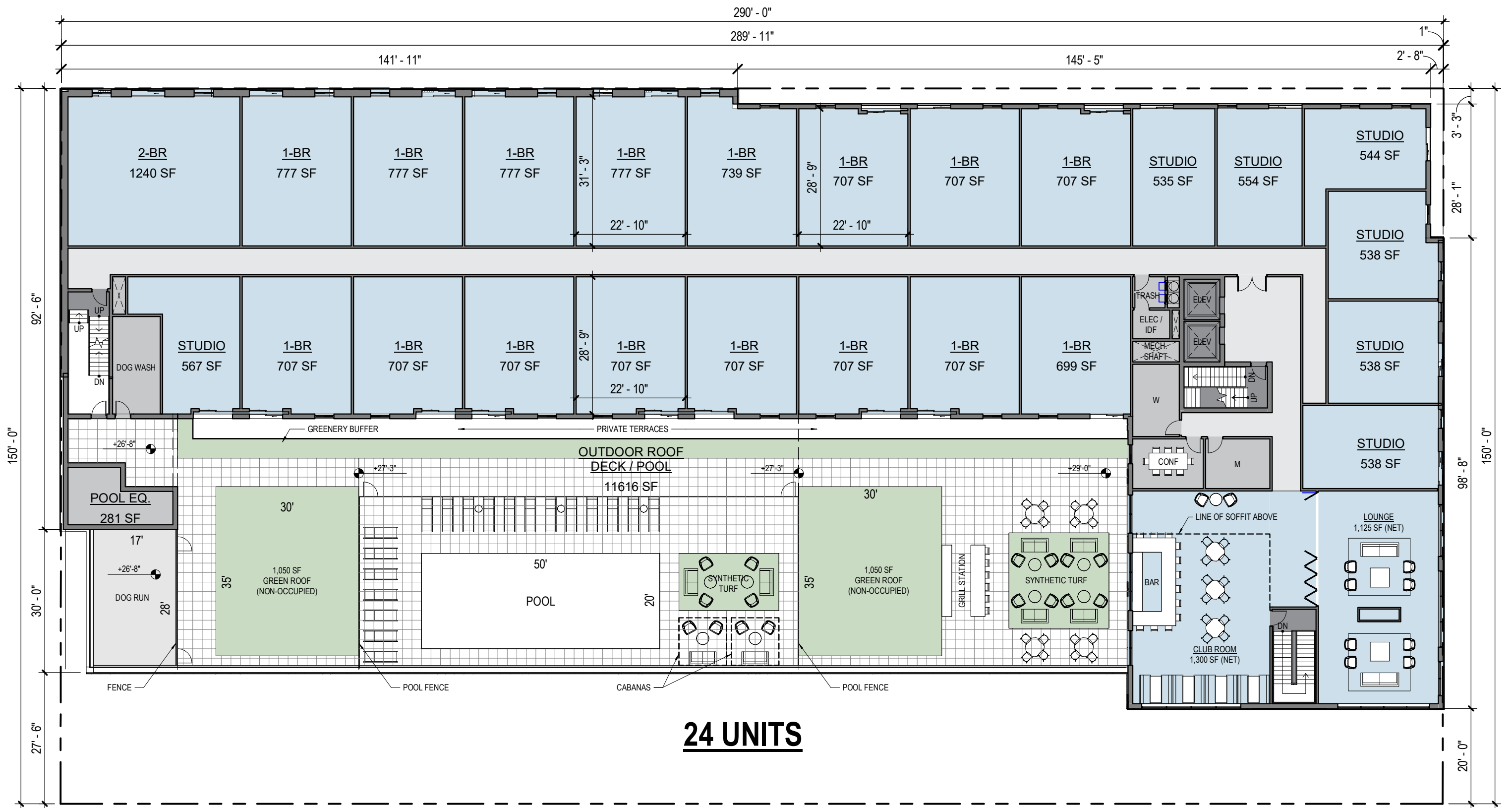
SCALE: 1" = 20'
0 5' 10' 20'

TRUE

COMPASSPOINT
DEVELOPMENT, LLC

DES PLAINES MULTI-FAMILY
622 GRACELAND AVE.
05/11/22 Project #: 21084

A.11



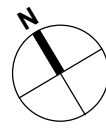
24 UNITS

1 LEVEL 03 AMENITY AND POOL LEVEL
SCALE: 1" = 20'-0"

NOTE: ALL AREAS TO BE PRIVATE USE
UNLESS OTHERWISE NOTED ON PLAN



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SCALE: 1" = 20'
0 5' 10' 20'

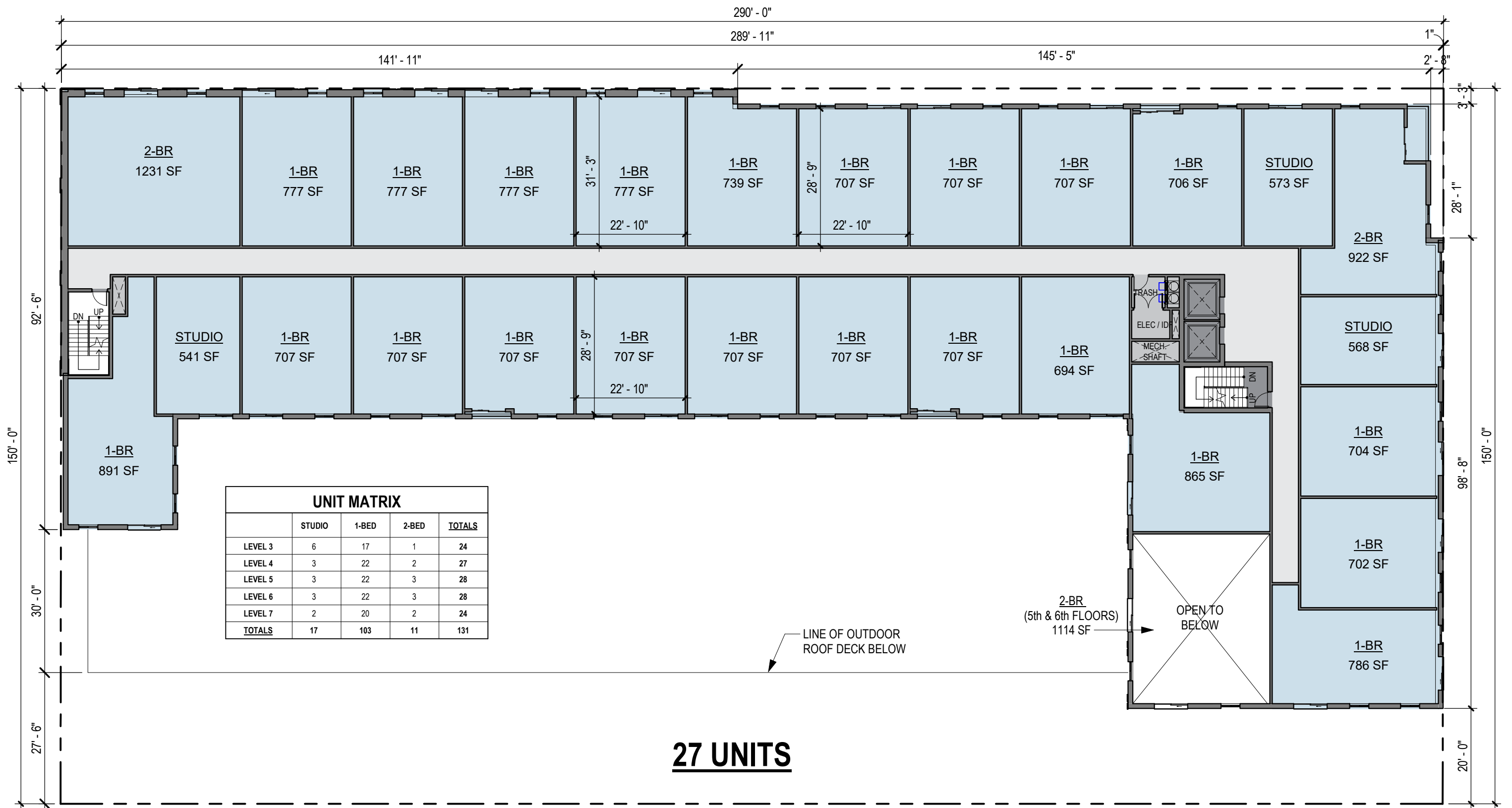


DES PLAINES MULTI-FAMILY

622 GRACELAND AVE.

05/11/22 Project #: 21084

A.13



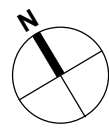
27 UNITS

NOTE: ALL AREAS TO BE PRIVATE USE
UNLESS OTHERWISE NOTED ON PLAN

1 LEVEL 04
SCALE: 1" = 20'-0"



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TRUE

SCALE: 1" = 20'
0 5' 10' 20'



DES PLAINES MULTI-FAMILY

622 GRACELAND AVE.

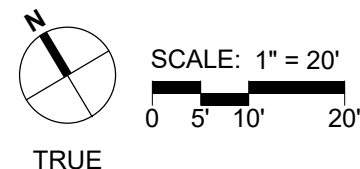
05/11/22 Project #: 21084

A.14



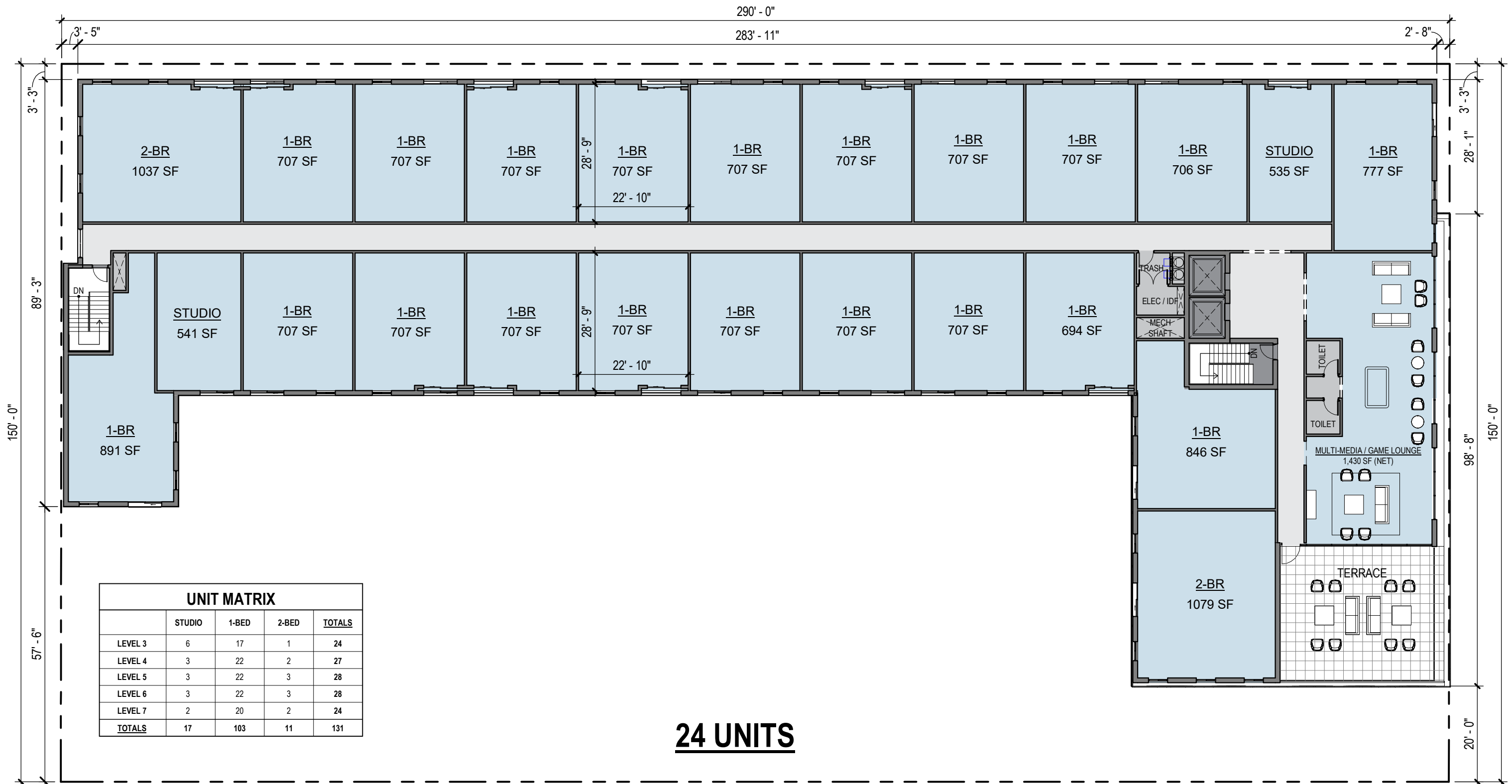
NOTE: ALL AREAS TO BE PRIVATE USE
UNLESS OTHERWISE NOTED ON PLAN

1 LEVELS 05-06 TYPICAL RESIDENTIAL
SCALE: 1" = 20'-0"



DES PLAINES MULTI-FAMILY
622 GRACELAND AVE.
05/11/22 Project #: 21084

A.15



UNIT MATRIX				
	STUDIO	1-BED	2-BED	TOTALS
LEVEL 3	6	17	1	24
LEVEL 4	3	22	2	27
LEVEL 5	3	22	3	28
LEVEL 6	3	22	3	28
LEVEL 7	2	20	2	24
TOTALS	17	103	11	131

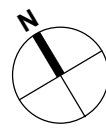
24 UNITS

NOTE: ALL AREAS TO BE PRIVATE USE
UNLESS OTHERWISE NOTED ON PLAN

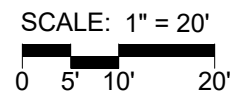
1 LEVEL 07
SCALE: 1" = 20'-0"



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TRUE

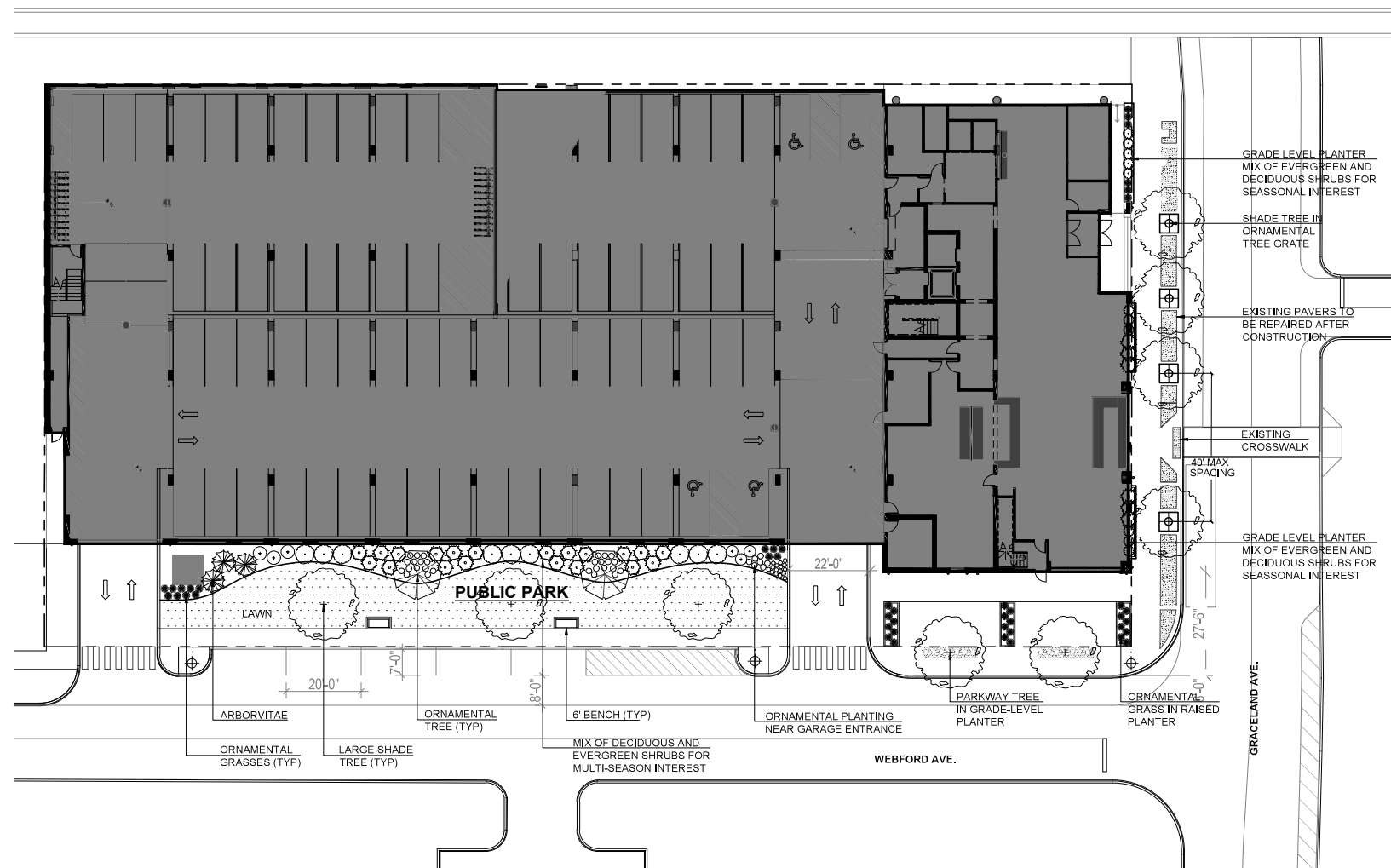


DES PLAINES MULTI-FAMILY

622 GRACELAND AVE.

05/11/22 Project #: 21084

A.16



LANDSCAPE REQUIREMENTS TABLE

PARKING AREAS

REQUIREMENT: 5' LANDSCAPE BUFFER BETWEEN PARKING AREA AND PUBLIC SIDEWALK
 PROPOSED: PUBLIC WALK LOCATED AS A CARRIAGE WALK TO FRONT-LOADED PARKING SPACES ADJACENT TO THE ROW, 5' LANDSCAPE BUFFER TO BE LOCATED ALONG THE PUBLIC SIDEWALK OPPOSITE OF STALLS.
 NOTE: RELIEF REQUESTED FOR LOCATION OF BUFFER

REQUIREMENT: 1 TREE PER 40' OF PARKING AREA LENGTH
 PROPOSED: 1 TREE PER 40' OF PARKING AREA LENGTH

REQUIREMENT: 1 SHRUB PER 3' OF PARKING AREA LENGTH
 PROPOSED: 1 SHRUB PER 3' OF PARKING AREA LENGTH

REQUIREMENT: LANDSCAPE AREA AROUND 35% OF FOUNDATION
 PROPOSED: LANDSCAPE AREA AROUND APPROXIMATELY 50% OF FOUNDATION

STREETSCAPE (GRACELAND AVENUE)

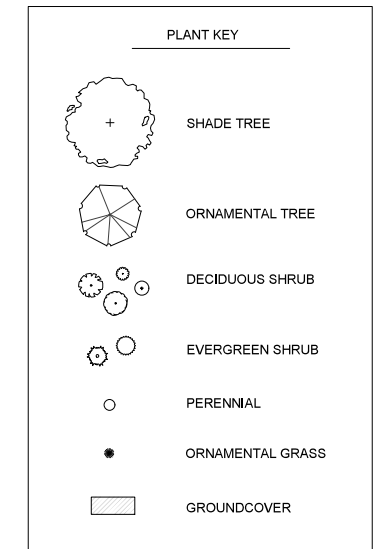
REQUIREMENT: 1 PARKWAY TREE PER 40-60'
 PROPOSED: 1 PARKWAY TREE PER 40' MINIMUM
 NOTE: CITY STREETSCAPE STANDARDS TO BE IMPLEMENTED

LOADING SCREENING:

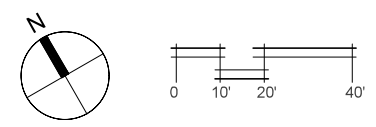
REQUIREMENT: LOADING TO BE SCREENED WITH A SOLID WOOD OR MASONRY FENCE 6-8' TALL OR CONTINUOUS EVERGREEN HEDGE.
 PROPOSED: LOADING AREA TO BE DISCRETELY INTEGRATED INTO THE LANDSCAPE AND FINISHED WITH PAVERS A SHADE TREE TO MATCH OTHER OUTDOOR AREAS ADJACENT TO BUILDING.
 NOTE: RELIEF REQUESTED FOR SCREENING METHOD

MECHANICAL EQUIPMENT SCREENING:

REQUIREMENT: MECHANICAL EQUIPMENT TO BE SCREENED WITH MASONRY WALL ON ALL SIDES
 PROPOSED: LANDSCAPING TO BE INSTALLED IN AREA ADJACENT TO EQUIPMENT AND THE STREET
 NOTE: RELIEF REQUESTED



PRELIMINARY LANDSCAPE PLAN
 SCALE: 1" = 10'-0"



TENTATIVE PLAT OF GRACELAND-WEBFORD SUBDIVISION

UNDERLYING PROPERTY LEGAL DESCRIPTION:

PARCEL 1:

LOTS 35, 36 AND 37 IN BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT NO. 4793563, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 622 GRACELAND AVE., DES PLAINES, IL. 60016 CONTAINING: 22,509.41 SQ. FT., 0.52 AC. (MORE OR LESS)

PARCEL 2:

LOT 34 IN BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT NO. 4793563, IN COOK COUNTY, ILLINOIS.

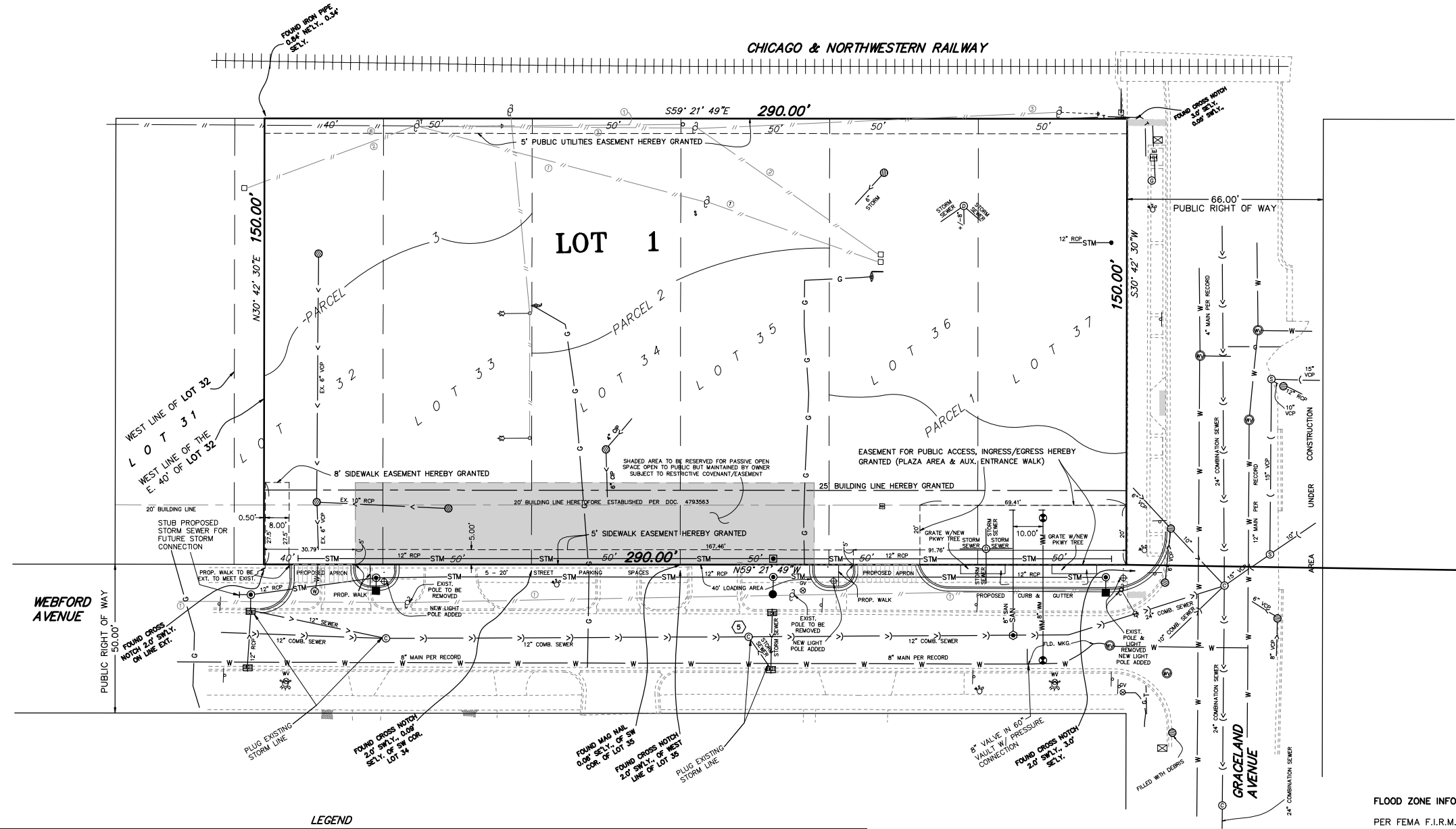
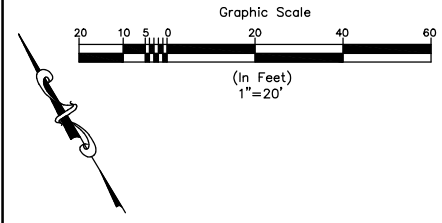
PROPERTY COMMONLY KNOWN AS: 1368 WEBFORD AVE., DES PLAINES, IL. 60016 CONTAINING: 7,503.12 SQ. FT., 0.17 AC. (MORE OR LESS)

PARCEL 3:

THE SOUTHEASTERLY 40 FEET OF LOT 32 AND ALL OF LOT 33 IN BLOCK 1 IN DES PLAINES MANOR TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT 4793563, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 1332 WEBFORD AVE., DES PLAINES, IL. 60016 CONTAINING: 13,499.99 SQ. FT., 0.31 AC. (MORE OR LESS)

CONTAINING: TOTAL (ALL 3 PARCELS) 43,499.97 SQ. FT., 1.00 AC. (MORE OR LESS)



NOTE:
 ALL OVERHEAD UTILITIES TO BE RELOCATED UNDERGROUND

LEGEND

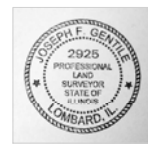
	GAS METER		WATER SERVICE SHUT-OFF VALVE		CURB INLET/CATCH BASIN		UNDERGROUND ELECTRIC
	GAS VALVE		WATER VALVE VAULT		PROPOSED STORM INLETS		UNDERGROUND TELEPHONE
	UTILITY POLE		TRAFFIC SIGNAL CONTROL VAULT		PROPOSED STORM MANHOLE		GAS MAIN
	UTILITY POLE WITH TRANSFORMER		RAILROAD GATE ARM		SANITARY SEWER MANHOLE		WATER MAIN
	"GUY" ANCHOR W/ WIRE		ELECTRIC HANDHOLE		PROPOSED SANITARY SEWER MANHOLE		PROPOSED WATER MAIN
	LIGHT POLE		WATER METER VAULT		CLOSED COVER DRAINAGE STRUCTURE		EXISTING RIGHT OF WAY PAVED IMPROVEMENTS
	SIGN POST		OPEN COVER DRAINAGE STRUCTURE		OVERHEAD WIRES (# OF WIRES)		STORM SEWER
	FIRE HYDRANT		ELECTRIC DROPS (ON CONC)		PROPOSED STORM SEWER		SANITARY SEWER
	WATER SHUT-OFF VALVE WITH 8" CASING		PROPOSED LIGHT POLE		PROPOSED SANITARY SEWER		PROPOSED CURB AND GUTTER
	ELECTRIC METER (ON BLDGS.)				PROPOSED STORM SEWER (STM)		PROPOSED STORM SEWER (STM)

FLOOD ZONE INFORMATION:
 PER FEMA F.I.R.M. NO. 17031C0217J, DATED 08/19/2008, PROPERTY IS IN ZONE "X", AREAS OF MINIMAL FLOOD HAZARD.

SURVEYOR CERTIFICATE

STATE OF ILLINOIS } S.S.
 COUNTY OF DuPAGE }
 THIS IS TO CERTIFY THAT I, JOSEPH GENTILE, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 2925, HAVE SURVEYED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY FOR THE PURPOSE OF CONSOLIDATING PARCELS (AS SHOWN HEREON) AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. CORNER MONUMENTS HAVE BEEN FOUND AS SHOWN HEREON. I FURTHER CERTIFY THAT THE PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE CITY OF DES PLAINES WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN, THAT THE PROPERTY IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON THE MOST RECENT FLOOD INSURANCE RATE MAP PANEL 217 OF 832, COMMUNITY PANEL NO. 17031C0217J, EFFECTIVE 8/19/2008.

BASIS OF BEARINGS: ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE
 ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
 GIVEN UNDER MY HAND AND SEAL THIS 6TH DAY OF APRIL, A.D. 2022



ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2925
 MY LICENSE EXPIRES NOVEMBER 30, 2022

GENTILE & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 550 E. ST. CHARLES PLACE
 LOMBARD, ILLINOIS 60148
 PHONE (630) 916-6262

NO.	DATE	REVISION DESCRIPTION	BY
2	5/18/22	REVISED PER CITY REVIEW DATED 5/17/22	VAF
1	5/11/22	REVISED PER NEW SITE PLAN RCVD. 5/10/22	VAF

OWNER:
 COMPASSPOINT DEVELOPMENT LLC
 202 S. COOK ST.
 SUITE 210
 BARRINGTON, IL 60010

CONTACT: JOE TAYLOR III
 773.706.4301

PREPARED FOR: RWG ENGINEERING, LLC
 DRAWN BY: VAF
 ORDER NO.: 22439-22 SUBD.(TENT.)
 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.002870

622 Graceland Avenue Traffic Impact Study Des Plaines, Illinois



Prepared For:

622 Graceland Apartments LLC

Prepared by:

Eriksson Engineering Associates, Ltd.



145 Commerce Drive, Grayslake, Illinois 60030

847.223.4804

www.eea-ltd.com

1 – INTRODUCTION AND EXISTING CONDITIONS

This report summarizes the results of a transportation analysis for the proposed mixed-use development in Downtown Des Plaines, Illinois. The building site is located at 622 Graceland Avenue and consists of three lots occupied by a public parking lot and two commercial buildings. **Figure 1** illustrates the site location and area roadways.

The purpose of this study was to identify the transportation system serving the proposed development, to determine its transportation characteristics, and to evaluate the need for improvements to support the proposed building program.

Report Revisions

This report is an update from the February 22, 2022 traffic study. The following changes were made:

1. The traffic figures were corrected to show the PM peak hour as occurring from 4:30 to 5:30 PM.
2. The on-street parking spaces were changed from perpendicular to parallel spaces on Webford Avenue.
3. Additional traffic counts were conducted on Webford Avenue at Graceland Avenue and at Laurel Avenue.
4. Reviewed the concern about Metra riders being picked up on Webford Avenue.
5. Expanded the trip generation and directional distribution discussion.

Site Location

The development site is located in the northwestern area of Downtown Des Plaines, Illinois. It is bordered by Union Pacific/Metra train tracks to the north, Graceland Avenue to the east, Webford Avenue to the south, and a commercial building to the west. It is occupied by a public parking lot and two commercial buildings.

Roadway Characteristics

A description of the area roadways providing access to the site is illustrated in **Figure 2** and provided below:

Graceland Avenue (U.S. Route 12-45 Southbound) is a one-way southbound other principal arterial that provides two through lanes and extends between Rand Road and Mannheim Road. At its signalized intersection with Miner Street, Graceland Avenue provides a combined through/left-turn lane, a through lane, and an exclusive right-turn lane. At its unsignalized intersection with Ellinwood Street, Graceland Avenue provides a combined through/left-turn lane and a through lane. At its signalized intersection with Prairie Avenue, Graceland Avenue provides a combined through/left-turn lane and a combined through/right-turn lane. The UP-NW Metra Rail Line has an at-grade crossing on Graceland Avenue approximately 60 feet north of Ellinwood Street and 75 feet south of Miner Street. On-street parking is permitted on the east side of Graceland Avenue south of Ellinwood Street. Graceland Avenue is under the jurisdiction of IDOT, has a posted speed limit of 30 mph, and carries an Annual Average Daily Traffic (ADT) volume of 18,800 (IDOT 2018) vehicles.

Miner Street (U.S. Route 14) is an east-west minor arterial that in the vicinity of the site provides two through lanes in each direction. At its signalized intersection with Graceland Avenue, Miner Street provides a through lane and a combined through/right-turn lane on the eastbound approach and a through lane and combined through/left-turn lane on the westbound approach. On-street parking is permitted on the north side of the street between Graceland Avenue and Pearson Street, while a Metra parking lot is provided on the south side of the street between Perry Street and Lee Street. Immediately east of Lee Street, Miner Street provides a pick-up/drop-off lane for the Des Plaines Metra Station separated by a concrete barrier. Miner Street is under the jurisdiction of IDOT, has a posted speed limit of 25 mph in the vicinity of the site, and carries an Annual Average Daily Traffic (AADT) volume of 16,200 (IDOT 2019) vehicles.

Ellinwood Street is an east-west local roadway that in the vicinity of the site provides one through lane in each direction and extends from Graceland Avenue east to River Road. At its unsignalized intersection with Graceland Avenue, Ellinwood Street provides a left-turn only lane under stop sign control. Ellinwood Street generally provides diagonal on-street parking spaces on both sides of the street that are limited to 90-minute parking between 6:00 A.M. and 6:00 P.M. every day. Ellinwood Street is under the jurisdiction of the City of Des Plaines.

Prairie Avenue is a generally an east-west local roadway that in the vicinity of the site provides one through lane in each direction. At its signalized intersection with Graceland Avenue, Prairie Avenue provides a shared through/right-turn lane on the eastbound approach and an exclusive left turn lane and a through lane on the westbound approach. Prairie Avenue provides on-street parking on the south side of the roadway that is generally restricted to 90 minutes. Prairie Avenue is under the jurisdiction of the City of Des Plaines, has a posted speed limit of 25 miles per hour, and carries an Annual Average Daily Traffic (AADT) volume of 1,850 (IDOT 2018) vehicles.

Webford Avenue is an east-west local roadway that in the vicinity of the site provides one through lane in each direction and extends from Graceland Avenue west to Arlington Avenue. At its unsignalized intersection with Graceland Avenue, Webford Avenue provides a right-turn only lane under stop sign control. At Laurel Avenue three-legged intersection, the Laurel Avenue approach has a yield sign. It is under the jurisdiction of the City of Des Plaines, has a posted speed limit of 25 miles per hour,

Laurel Avenue is a north-south local roadway with one through lane in each direction and no parking on the west side and 3-hour parking on the east side. It extends south from Webford Avenue to Prairie Avenue where it jogs 70 feet to the east and continues south to Thacker Street. It is under the jurisdiction of the City of Des Plaines, has a posted speed limit of 25 miles per hour,

Public Transportation

The site is located near of the Des Plaines Metra station for the UP-NW Metra Rail Line which offers daily service between Harvard/McHenry and Chicago. The site is near several PACE bus routes as described below:

- *Route 208 (Golf Road)* - Davis Street Metra/CTA stations to Northwest Transportation Center (Schaumburg) via Church Street.
- *Route 209 (Busse Highway)* – CTA Blue Line Harlem Station to Downtown Des Plaines
- *Route 226 (Oakton Street)* - Jefferson Park CTA Blue Line station and Oakton Street and Hamilton Street in southern Mt. Prospect (including Des Plaines Metra station) via Oakton Street and Niles Center Road.
- *Route 230 (South Des Plaines)* - Rosemont CTA Blue Line station to the Des Plaines Metra station via River Road.
- *Route 234 (Wheeling – Des Plaines)* - Weekday service from Des Plaines to Wheeling. Rush hour service operates between the Des Plaines Metra station and Pace Buffalo Grove Terminal. Mid-day trips end at Strong/Milwaukee (Wheeling). Serves the following major destinations: Holy Family Hospital, Metra UP Northwest Line stations (Des Plaines, Cumberland and Mt. Prospect), Randhurst Mall, Wheeling High School, Metra North Central Line station (Wheeling), Wheeling Municipal Complex, and Wheeling Tower.

Sidewalks are provided on the entire surrounding roadway network and crosswalks are provided at all intersections. In addition, high visibility crosswalks are provided on the north, east, and south legs of Graceland Avenue with Miner Street; the west and south legs of Graceland Avenue with Prairie Avenue; and all legs of Lee Street with Miner Street and Lee Street with Prairie Avenue. Pedestrian walk signals with countdown timers are provided at all signalized intersections within the study area.

Bicycle Routes

The City of Des Plaines identifies Miner Street, Prairie Avenue, and Graceland Avenue north of Miner Street as locations for future bike routes.

Existing Vehicular, Pedestrian, and Bicycle Volumes

Weekday morning (7:00 to 9:00 AM) and afternoon (4:00 to 6:00 PM) manual counts of pedestrians and vehicles were conducted in January 2022 on Graceland Avenue at Miner Street, Webford Avenue, and Prairie Avenue and at the existing site driveways (four).

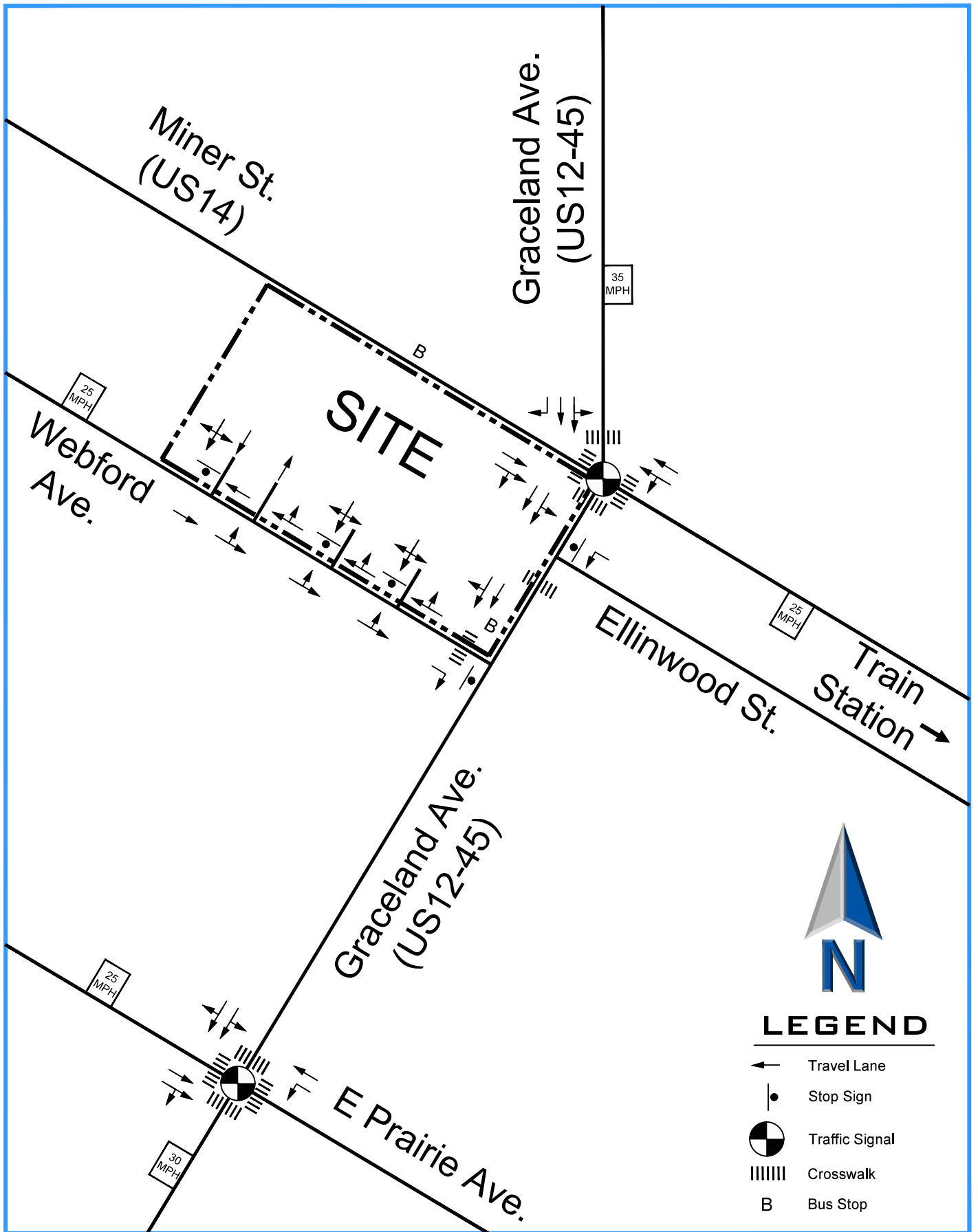
These counts showed the peak-hours of traffic occurring from 7:45 to 8:45 AM and 4:00 to 5:00 PM on a weekday. However, these counts were conducted during the current pandemic and do not represent pre-pandemic conditions. A comparison was made with the 2018 pre-pandemic traffic counts conducted for the Ellinwood Apartment traffic study which found the 2018 volumes to be higher than the 2022 traffic counts and slightly different peak-hour of traffic (7:15-8:15 PM and 4:30-5:30 PM). To be conservative, the 2018 traffic counts were used as the base existing traffic volumes for this study and increased by 4% to represent the Year 2022.

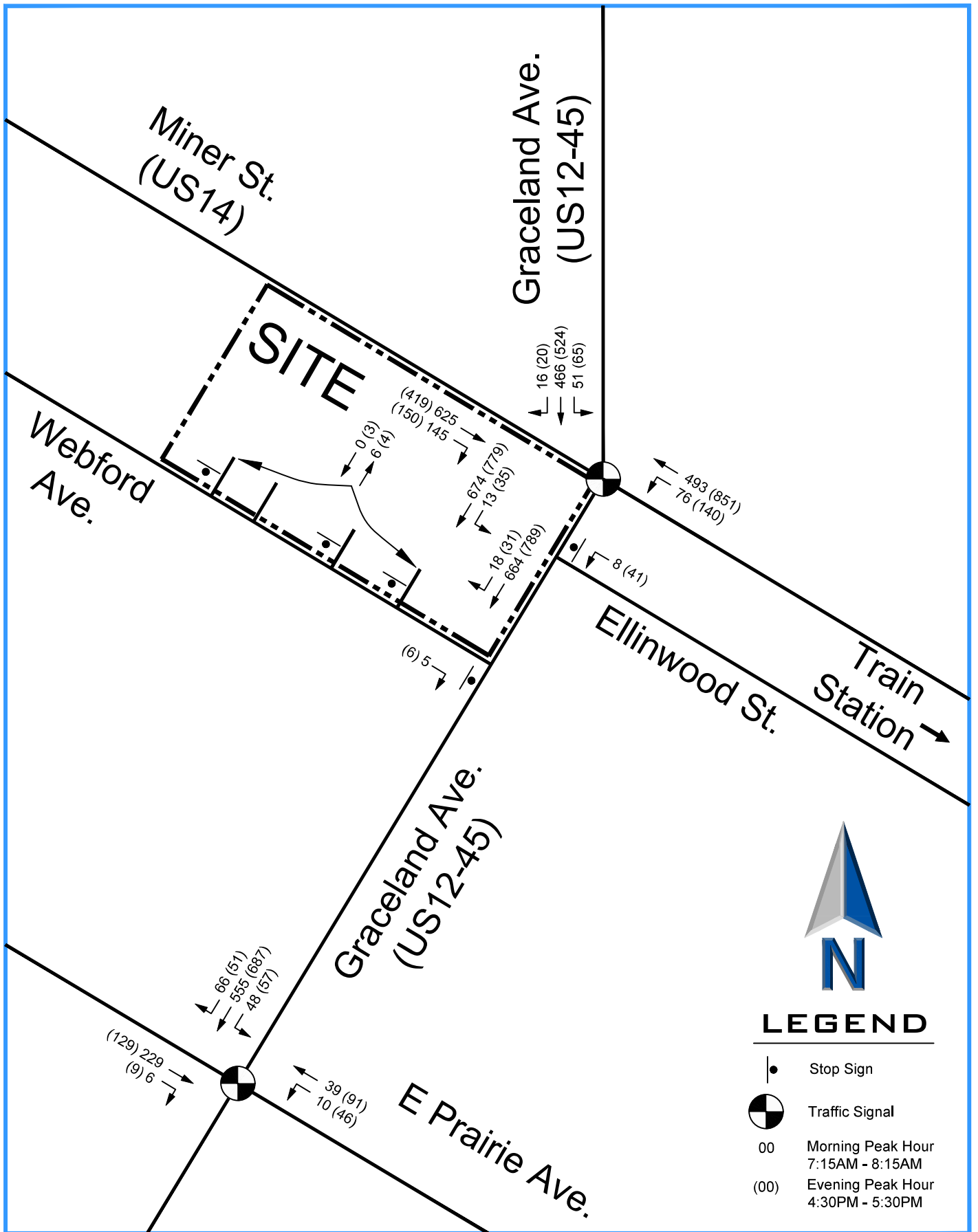
Figures 3 and 4 illustrates the existing vehicular and pedestrian volumes respectively. Copies of the counts can be found in the **Appendix**.



Site Location and Area Roadways

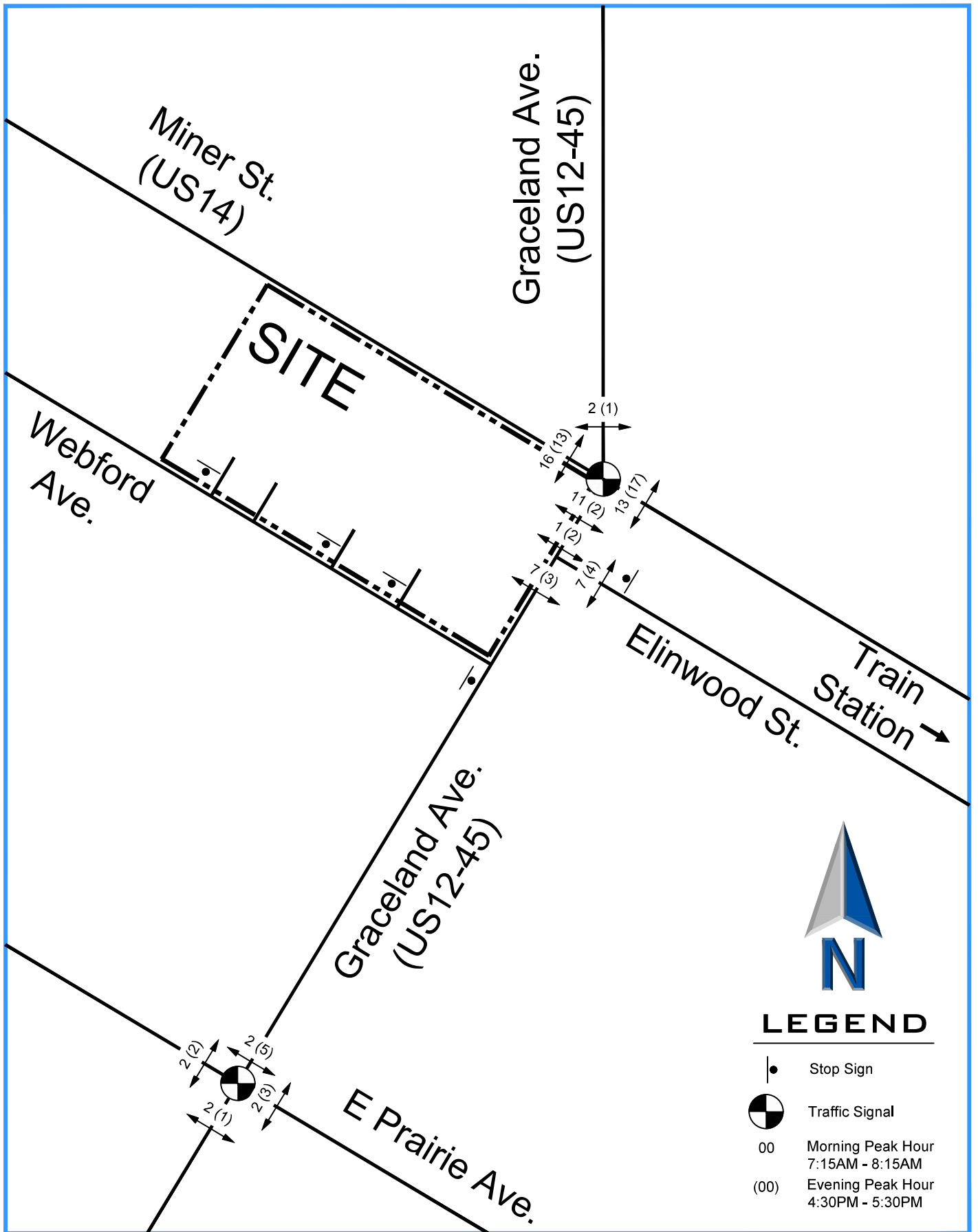
Figure 1





LEGEND

-  Stop Sign
-  Traffic Signal
- 00 Morning Peak Hour
7:15AM - 8:15AM
- (00) Evening Peak Hour
4:30PM - 5:30PM



LEGEND

-  Stop Sign
-  Traffic Signal
- 00 Morning Peak Hour
7:15AM - 8:15AM
- (00) Evening Peak Hour
4:30PM - 5:30PM

2 - DEVELOPMENT CHARACTERISTICS

Existing and Proposed Site Use

The project site is currently occupied by two-commercial buildings and a public parking lot. The parking lot has two driveways (inbound and outbound) and the two buildings each have a full access drive.

The development plan is for a multi-story apartment building with 132 units with a restaurant (1,477 sq. ft.) and a lounge (1,255 square feet). A parking garage will have two full access drives on either end.

Site Trip Generation

Vehicle traffic volumes generated by the residential and commercial uses were estimated from the Institute of Transportation Engineer's Trip Generation Manual, 11th Edition. **Table 1** summarizes the estimated traffic volumes for the development and compares it to the site's existing traffic volumes. To be conservative, the existing site traffic volumes were not removed from the existing traffic counts.

Table 1
Site Trip Generation Estimates

Use	ITE LUC	Size	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Apartments	221	132 units	24	18	42	16	22	38
Restaurant	931	1,477 sq. ft.	0	1	1	7	4	11
Lounge	975	1,255 sq. ft.	1	1	2	9	5	14
Development Total			25	20	45	32	31	63
City Lot and Newspaper Existing Volumes			-6	-0	-6	-4	-3	-7
Net Additional Traffic			+19	+20	+39	+28	+28	+56

Directional Distribution

The trip distribution for the development is based on a combination of the existing traffic volumes, the existing road system, traffic congestion, and the proposed site access. The trip distribution for the site is shown on **Table 2** and **Figure 5**.

For inbound traffic, 75% of the site traffic comes from the north on Graceland Avenue and Miner Street. The most direct route is to turn right onto Webford Avenue and then turn right into the parking garage. Measured from the southern railroad tracks to the western garage access, the distance is approximately 640 feet. The alternate route from the north is to continue down Graceland Avenue to Prairie Avenue to Laurel Avenue to Webford Avenue to the western garage access. Site users are not likely to use this route since it has an approximate distance of 1,700 feet or almost three times the distance.

From the south, the most direct route is from the south is Lee Street to Ellinwood Road to Webford Avenue to the parking garage for a distance of 1,330 feet versus the roundabout way of Lee Street to Prairie Avenue to Laurel Avenue to Webford Avenue to the parking garage for a distance of 1,630 feet.

**Table 2
Directional Distribution**

Direction	Inbound	Outbound
West Miner Street	20%	-
North Graceland Avenue	25%	-
East Miner Avenue	30%	-
East Ellinwood Street	20%	-
East Prairie Avenue	-	55%
South Graceland Avenue	-	40%
West Webford Avenue	5%	5%
Total	100%	100%

Site Traffic Assignment

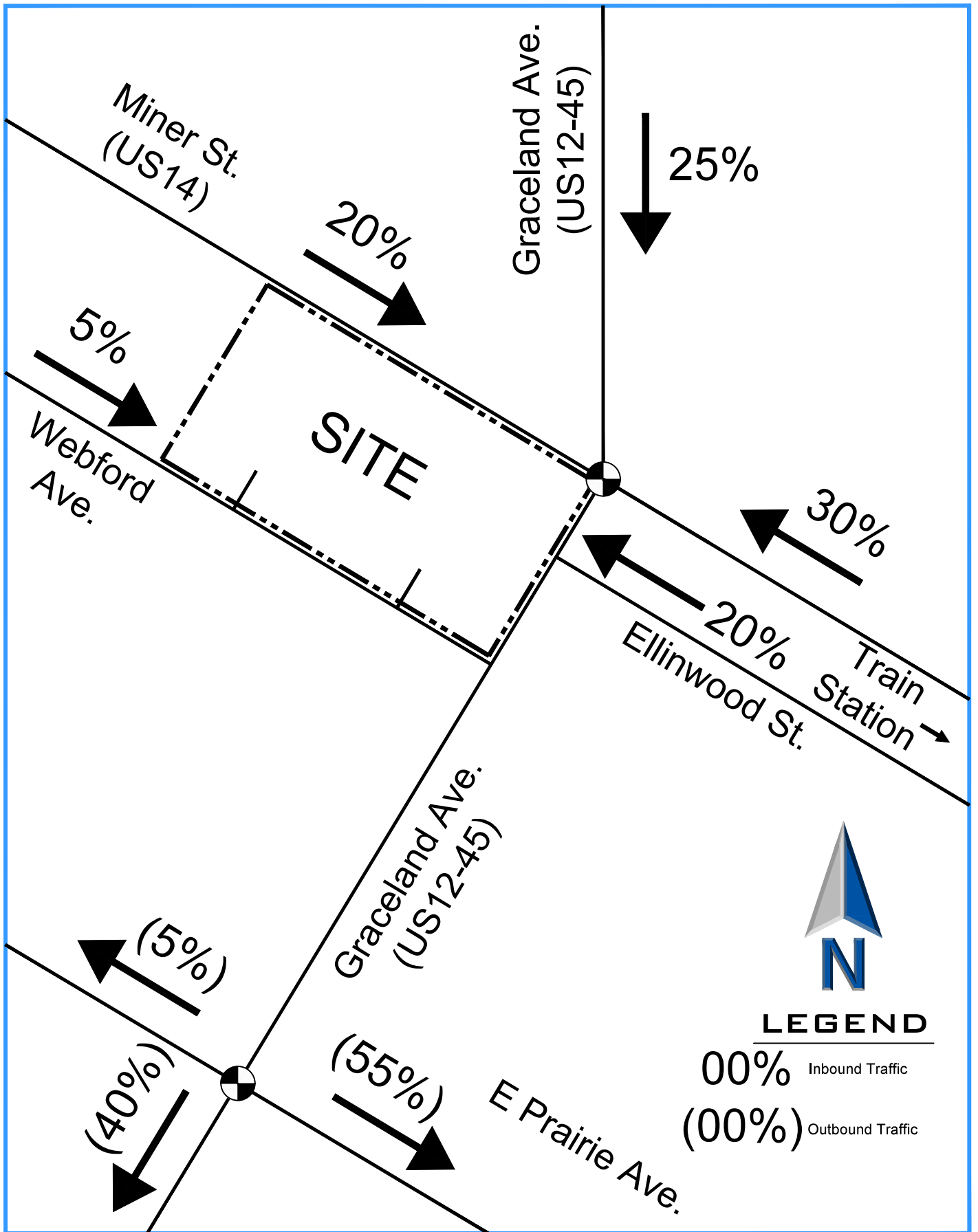
Based on trip generation and directional distribution estimates, the site generated traffic was assigned to the proposed access drive and area roadways for each phase. **Figure 6** shows the resulting traffic assignments.

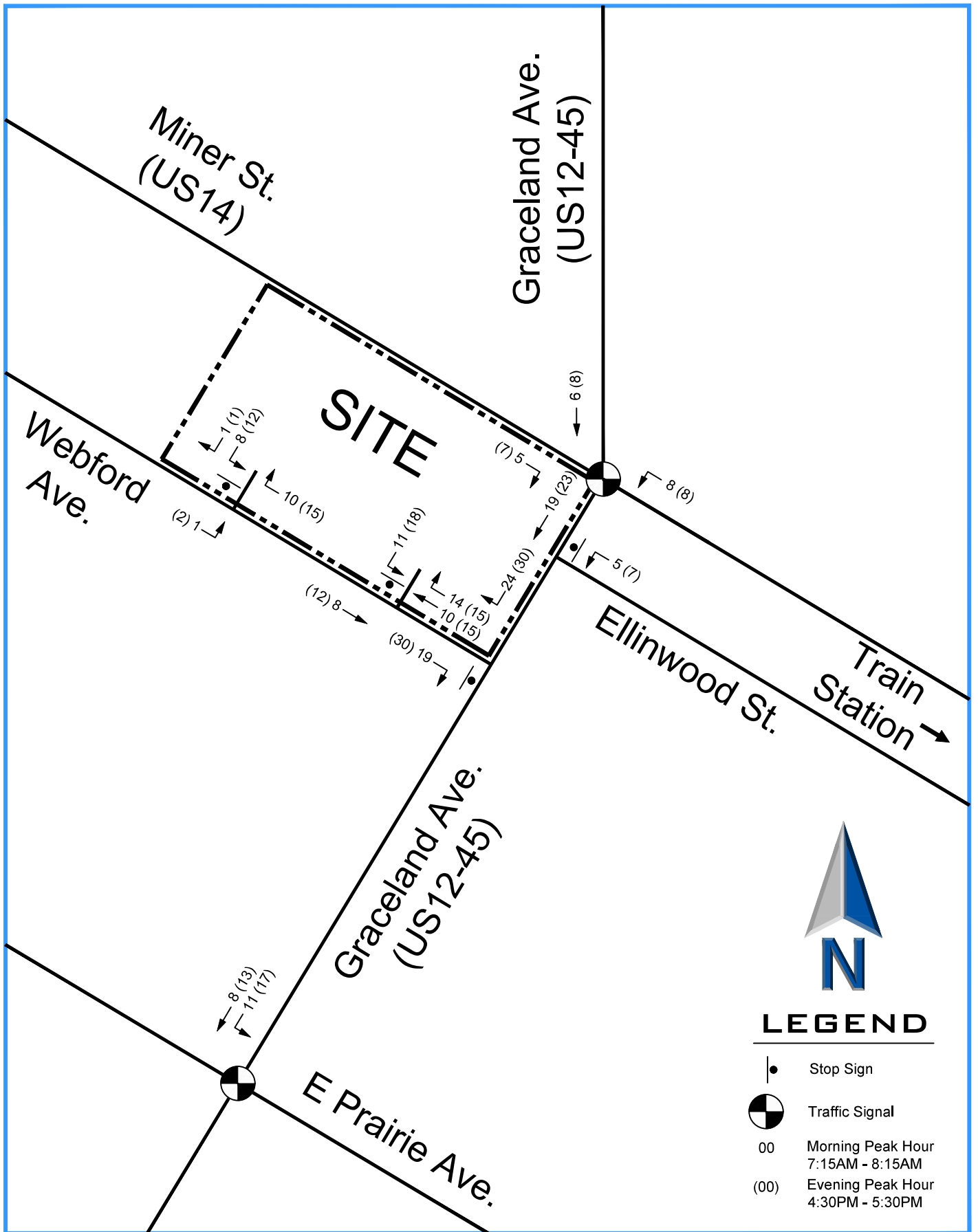
Total Traffic Volumes

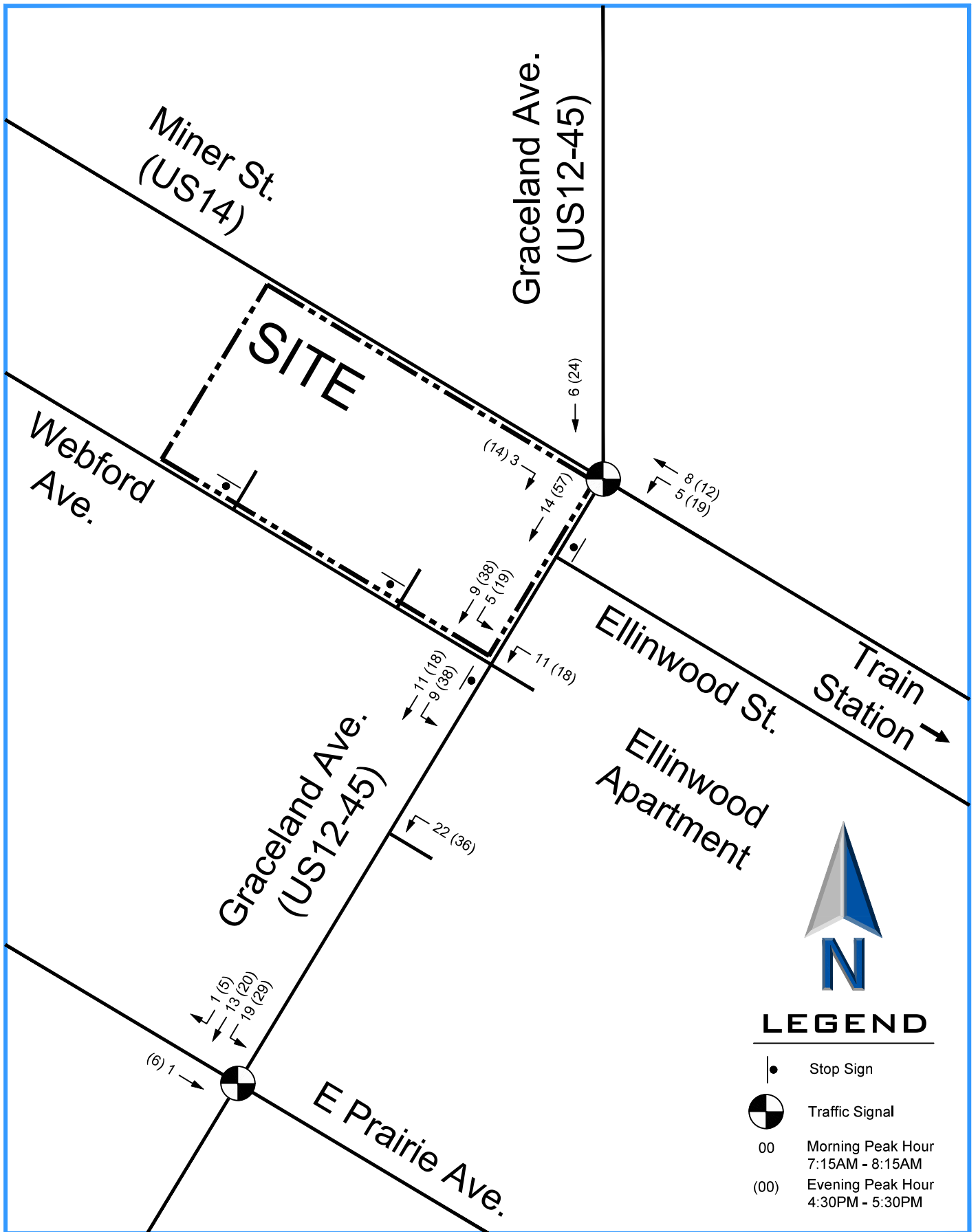
The Ellinwood Apartment project to the east of the site is under construction with two driveways on Graceland Avenue. The site traffic volumes to be generated by that project were taken from its traffic study and are shown on **Figure 7**.

The existing adjusted traffic volumes and annual growth in these volumes were combined to estimate the amount of traffic in the future without the development. The existing traffic volumes were increased by 0.5% a year to account for traffic growth in the area. A five-year time frame was used (Year 2028). **Figure 8** shows the projected traffic volumes in the study area without the development.



The total traffic volumes with the development were calculated by combining the volumes in Figures 6, 7, and 8. The projected traffic volumes are shown in **Figure 9**.





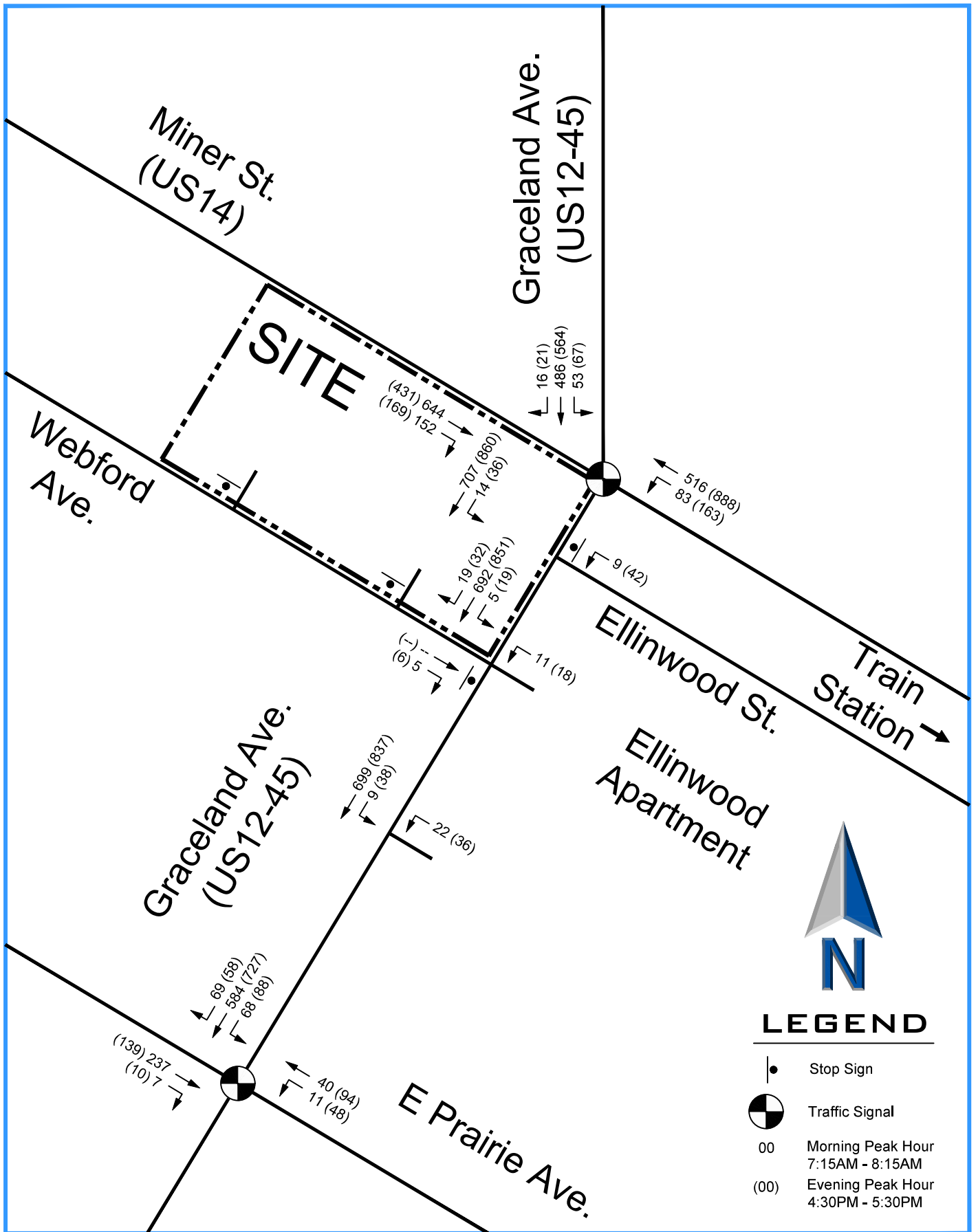


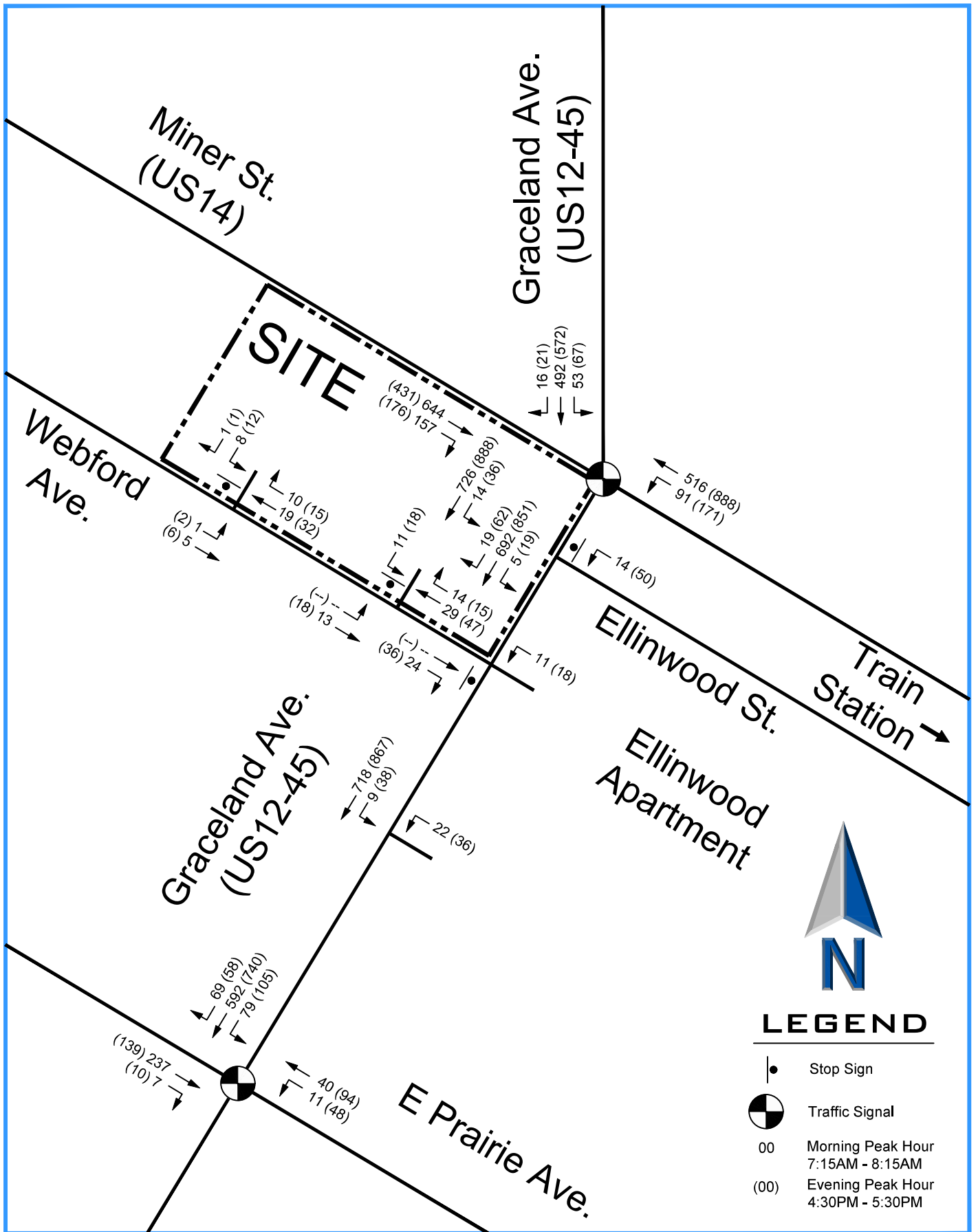
LEGEND

-  Stop Sign
-  Traffic Signal
- 00 Morning Peak Hour
7:15AM - 8:15AM
- (00) Evening Peak Hour
4:30PM - 5:30PM

Ellinwood Apartment Traffic Volumes

Figure 7





3 – ANALYSES

Intersection Capacity Analyses

In order to determine the operation of the study area intersections and access drives, intersection capacity analyses were conducted for the existing and projected traffic volumes. An intersection’s ability to accommodate traffic flow is based on the average control delay experienced by vehicles passing through the intersection. The intersection and individual traffic movements are assigned a level of service (LOS), ranging from A to F based on the control delay created by a traffic signal or stop sign. Control delay consists of the initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. LOS A has the best traffic flow and least delay. LOS E represents saturated or at capacity conditions. LOS F experiences oversaturated conditions and extensive delays. The Highway Capacity Manual definitions for levels of service and the corresponding control delay for both signalized and unsignalized intersections are shown in **Table 3**.

Table 3
Level of Service Criteria for Intersections

Level of Service	Description	Control Delay (seconds/vehicle)	
		Signals	Stop Signs
A	Minimal delay and few stops	<10	<10
B	Low delay with more stops	>10-20	>10-15
C	Light congestion	>20-35	>15-25
D	Congestion is more noticeable with longer delays	>35-55	>25-35
E	High delays and number of stops	>55-80	>35-50
F	Unacceptable delays and over capacity	>80	>50

Source: Highway Capacity Manual

Capacity analyses were conducted for each intersection area using the SYCHRO computer program to determine the existing and future operations of the access system. These analyses were performed for the weekday peak-hours. Copies of the capacity analysis summaries are included in the **Appendix**.

Table 4 shows the existing and future level of service and delay results for the signalized intersections in the study area. In general, all the signalized intersections work well now and in the future. **Table 5** shows the existing and future level of service and delay results for the signalized intersections in the study area.

Graceland Avenue and Miner Street

The signalized intersection of Graceland and Prairie Avenues is currently operating at a good level of service and will continue to operate that way in the future. No additional improvements are required due to the low volume of site generated traffic.

Graceland Avenue and Ellinwood Street

The stop controlled left-turn only onto Graceland Avenue will operate well with minimal delays.

Graceland Avenue and Webford Avenue/North Ellinwood Apartment Access

The stop controlled eastbound right-turn only and westbound right-turn only onto Graceland Avenue will operate well with minimal delays.

**Table 4
Signalized Intersection Level of Service and Total Delay**

Intersection	Morning Peak		Evening Peak	
	2022	2028	2022	2028
Graceland Avenue at Miner Street	C-20.1	C-20.6	C-25.9	C-24.6
Graceland Avenue at Prairie Avenue	B-19.3	B-17.6	B-18.0	B-15.8

**Table 5
Unsignalized Intersection Level of Service and Total Delay**

Intersection	Approach	Morning Peak		Evening Peak	
		2022	2028	2022	2028
Graceland Avenue At Ellinwood Street	Wb Left	B-11.8	B-12.2	B-13.6	B-14.9
	Sb Left	A-7.3	A-7.3	A-7.3	A-7.3
Graceland Avenue At Webford Avenue And N. Ellinwood Apt.	Eb Right	B-10.9	B-11.4	B-11.6	B-12.8
	Wb Left		B-12.1		B-14.3
Graceland Avenue At S. Ellinwood Apt.	Wb Left		B-11.6		B-13.5
Webford Avenue At East Site Drive	EB Left		A-0.0		A-0.0
	Sb Left/Right		A-8.8		A-9.0
Webford Avenue At West Site Drive	EB Left		A-7.4		A-8.8
	Sb Left/Right		A-8.7		A-7.3

Site Access Drives on Webford Avenue

Two access drives are proposed at each end of the parking garage. They are located 115 and 300 feet west of Graceland Avenue (center to center) and each will have one inbound and one outbound lane under stop sign control. Both driveways will work well in the future due to the low volume of traffic entering and exiting the site and on Webford Avenue.

Ellinwood Apartment Drives on Graceland Avenue

Two driveways for the Ellinwood Apartment project are to be located on the east side of Graceland Avenue near Webford Avenue and to the south. Both drives were included in the analyses and found to have no adverse impact from the proposed project.

Graceland Avenue and Prairie Avenue

The signalized intersection of Graceland and Prairie Avenues is currently operating at a good level of service and will continue to operate that way in the future. No additional improvements are required due to the low volume of site generated traffic.

Additional Traffic Counts

Supplemental traffic counts were conducted at the intersection of Graceland Road at Webford Avenue and at Laurel Avenue and Webford Avenue. They were conducted from 6:00 to 9 AM or 10 AM and from 3:00 to 7:00 PM from Wednesday afternoon April 20th thru Wednesday morning on April 27th. Please note that the data for the Friday morning count at Laurel Avenue and Webford Avenue was corrupted and not included in this study. Copies of the data is located in the **Appendix** and summarized in **Tables 6 and 7**.

**Table 6
Peak Hourly Traffic Volumes at Laurel Avenue at Webford Avenue**

Day And Date	Peak Time	Webford Avenue Southbound		Webford Avenue Westbound		Laurel Avenue Northbound		Intersection Totals
		Thru	Left	Right	Left	Right	Thru	
4/20/2022 Wednesday	No Count							
	5:00 PM	33	2	5	9	7	4	60
4/21/2022 Thursday	9:00 AM	15	0	9	4	16	15	59
	3:00 PM	33	3	5	20	12	12	85
4/22/2022 Friday	No Data							
	4:00 PM	23	2	9	9	9	3	55
4/23/2022 Saturday	9:00 AM	10	0	3	2	7	4	26
	5:00 PM	20	6	8	4	6	4	48
4/24/2022 Sunday	9:00 AM	8	2	9	4	7	3	33
	5:00 PM	15	4	4	6	3	3	35
4/25/2022 Monday	8:00 AM	8	4	6	7	5	3	33
	5:00 PM	20	2	13	7	7	5	54
4/26/2022 Tuesday	8:00 AM	14	4	9	9	10	0	46
	6:00 PM	16	3	6	8	14	6	53
4/27/2022 Wednesday	8:00 AM	8	2	10	7	4	1	32
	No Count							
Average Weekday	AM	11.3	2.5	8.5	6.8	8.8	4.8	42.5
	PM	25.0	2.4	7.6	10.6	9.8	6.0	61.4
Ave Weekend	AM	8.0	3.0	7.5	5.5	6.0	3.0	33.0
	PM	17.5	3.0	8.5	6.5	5.0	4.0	44.5

**Table 7
Peak Hourly Traffic Volumes at Laurel Avenue at Graceland Avenue**

Day And Date	Peak Time	Graceland Avenue Southbound		Webford Avenue Eastbound	Total Intersection
		Right	Thru	Right	
4/20/2022 Wednesday	No Count				
	4:00 PM	42	700	10	752
4/21/2022 Thursday	8:00 AM	18	607	7	632
	5:00 PM	38	686	10	734
4/22/2022 Friday	8:00 AM	17	533	10	560
	4:00 PM	31	825	9	865
4/23/2022 Saturday	9:00 AM	14	476	7	497
	3:00 PM	21	480	4	505
4/24/2022 Sunday	9:00 AM	14	304	2	320
	3:00 PM	16	397	2	415
4/25/2022 Monday	7:00 AM	19	400	7	426
	5:00 PM	37	634	13	684
4/26/2022 Tuesday	8:00 AM	19	609	5	633
	3:00 PM	22	654	9	685
4/27/2022 Wednesday	8:00 AM	15	579	4	598
	No Count				
Average Weekday	AM	17.6	545.6	6.6	569.8
	PM	34.0	699.8	10.2	744.0
Average Weekend	AM	14.0	390.0	4.5	408.5
	PM	18.5	438.5	3.0	460.0

Table 8 compares the original right-turning counts with the multi-day weekday peak and average volumes. The right-turn counts were 2 to 11 vph lower than the peak observed counts. The average day volumes were very similar to the count data. These small changes in right-turning vehicles have a nominal effect on traffic conditions along Webford Avenue.

**Table 8
Peak Hour Traffic Comparison at Laurel Avenue at Graceland Avenue**

Peak Period	Data	Graceland Avenue Southbound	Webford Avenue Eastbound
		Right	Right
AM Peak	Original ⁽¹⁾	18	5
	Peak ⁽²⁾	19	10
	Difference	+2	+5
	Average ⁽³⁾	18	7
PM Peak	Original ⁽¹⁾	31	6
	Peak ⁽²⁾	42	13
	Difference	+11	+7
	Average ⁽³⁾	34	10

- (1) Original Webford Turning Movement Counts
- (2) Peak-hour Volume from 7 Day Count
- (3) Average Weekday Volume from 7 Day Counts

Metra Patron Loading on Webford Avenue

Vehicles waiting to pick up Metra riders from the Des Plaines Station are using Webford Avenue as a pickup location even as Metra ridership is down due to the pandemic and changing work habits (i.e., working from home). As ridership increases, it is expected to get worse under typical conditions. Part of the issues is that Ellinwood Street has been closed and its parking under construction as part of the Ellinwood Apartment project which prevents vehicles from using that street and parking spaces for pickup of Metra riders and shifted them to other locations. With the reopening of the road and the approximately 50 street parking spaces, these vehicles can be closer to the station than at Webford Avenue and reduce its usage.

The proposed project will also help mitigate any usage for Metra pickups with the widening of the road to 28 feet which allows two-way traffic to occur if a vehicle is stopped along the curb. The on-street parallel spaces could be used for pick-ups that don't interfere with thru traffic.

Conclusions

With the additional traffic generated by the project along with other area traffic growth, the following conclusions and recommendations were developed:

1. The street network can accommodate the additional traffic from the proposed project and future traffic growth.
2. The location of the site and the availability of public transportation, walking and biking will minimize the volume of vehicular traffic generated by the site.
3. Access to the site from Webford Avenue will have two driveways with one inbound and one outbound lane under stop sign control and can handle the projected traffic volumes.

MEMORANDUM

Date: May 16, 2022

To: John Carlisle, Director of Community and Economic Development

From: John La Berg, P.E., Civil Engineer

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

Subject: 622 Graceland Av. Proposed Apartments

As requested, Public Works and Engineering has reviewed the preliminary development submittals for the upcoming Planning and Zoning Board meeting on the subject project and have the following comments:

- For the demolition, all the existing driveway aprons, depressed curbs, water and sanitary services shall be removed. The depressed curb shall be replaced with B.6-12 curb and gutter, and the city water main pipe replaced where the water services were connected. All buildings and their foundations are to be removed and overhead utilities are to be relocated underground. Since there are utilities running along the north side of the property, they should be enclosed in an easement to be shown on both the tentative and final plats.
- For the new construction, engineering plans will be required. They should include the complete reconstruction of Webford Avenue across the project frontage, with a minimum width of 28' back-of-curb to back-of-curb, and include separate storm sewer drainage, public sidewalk, and street lighting.
- The storm sewer separation from this combined sewer area will require an off-site storm sewer to be constructed from the development site to the existing 27" diameter storm sewer at the intersection of Laurel Avenue and Webford Avenue. This separation will improve the capacity of the existing combined sewer along the 1300 block of Webford Avenue. Volume control for the developed site's storm water runoff will be required along with an MWRD permit.
- There shall be a pedestrian warning system installed at each of the parking structure approaches along Webford Avenue.
- We take no exception to the revised traffic study for this project. The directional distribution for West Webford Avenue for both inbound and outbound seems low at 5%. 10% may be more realistic; however, this is empirical and doubling the percentage will only add a vehicle or two to the westbound peak hours.
- The parallel parking stalls of 20' length with at least 20' of adjacent pavement for two-way traffic meets the zoning code requirement.
- In connection with a public comment on April 4th, we obtain an evening-peak static water pressure in the 600 block of Parsons Street. The reading of 44 psi is consistent with our historical pressure reads in the area of Graceland / Prairie. This pressure is sufficient for the development; the building will have its own booster pump for domestic and fire supplies. The fire line should be connected to the existing 12" water main along the east side of Graceland Avenue.
- This property is not located in a regulatory flood hazard zone or wetland.

MEMORANDUM

Date: May 16, 2022

To: John Carlisle, Director of Community and Economic Development

From: Daniel Anderson, Fire Chief

Subject: Compass Point Project

The Fire Department has been involved in the Compass Point Development since their initial interest. Staff reviewed the initial concept plans from a public safety perspective including access to upper levels via aerial ladder trucks. Staff commented on the lack of any access to any of the west side of the building. Staff provided some alternate building options to the developer that would create an acceptable access point to the west side of the building.

The developer came back with the first proposed plan which incorporated fire department staff access concerns. The proposed plan allows access points to the east, west and south sides of the building. Each of the access points would be consistent with the similarly situated properties within the City.

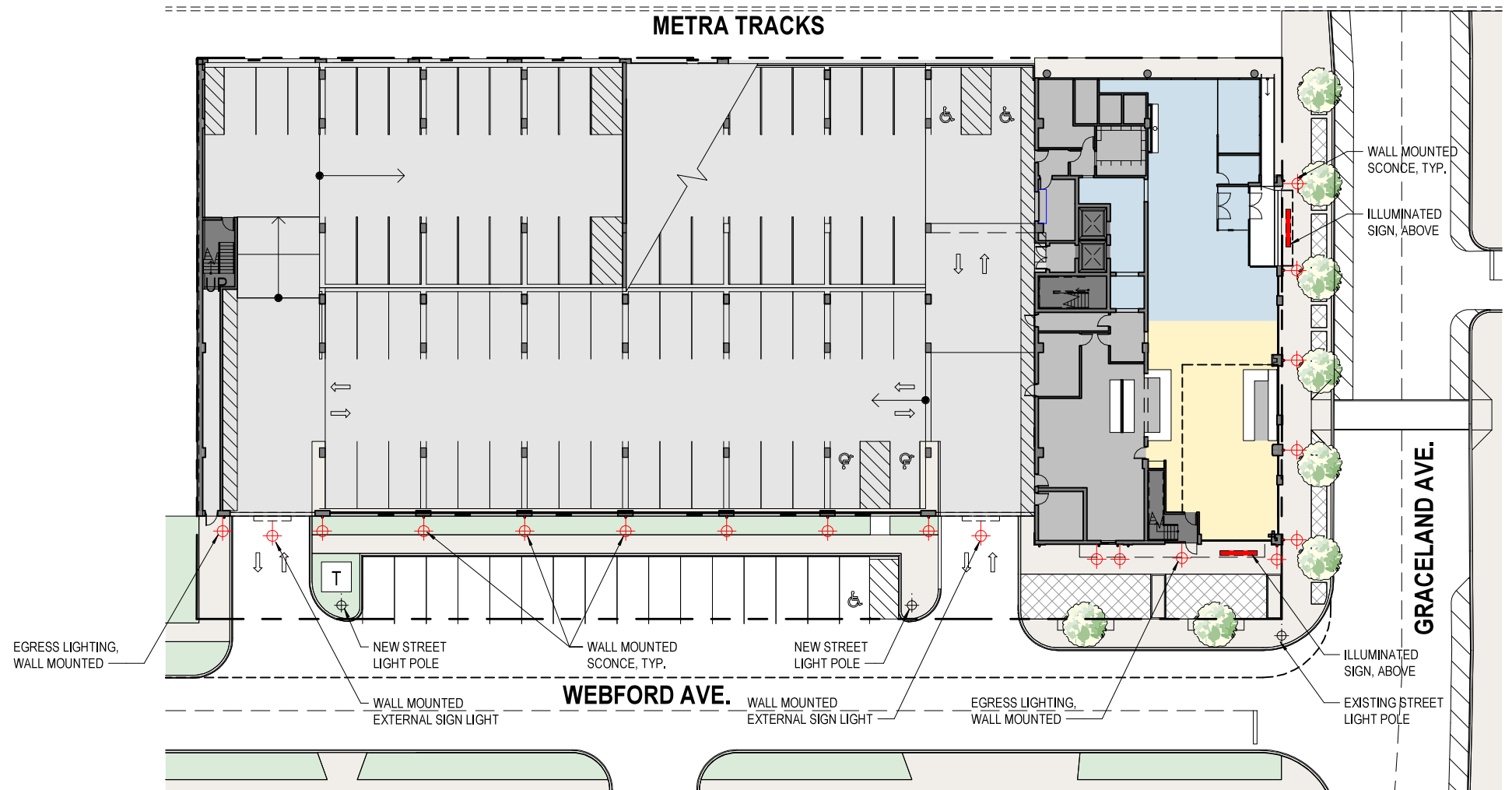
After receiving feedback during planning and zoning meetings the developer has provided modified plans which has maintained sufficient access points for the project as requested and required by building codes. The Compass Point Development project discussion has raised some concern regarding the fire department being able to access the building with its ladder truck. This development is not unlike many similar projects already built in the city and pose no more of a risk than those already completed.

The Fire Department has a 100-foot aerial tower ladder truck (“tower ladder”) located at its headquarters station which is at 405 S. River Road. Each of our neighboring communities each have similar units with the next two closest units being in Park Ridge and Niles.

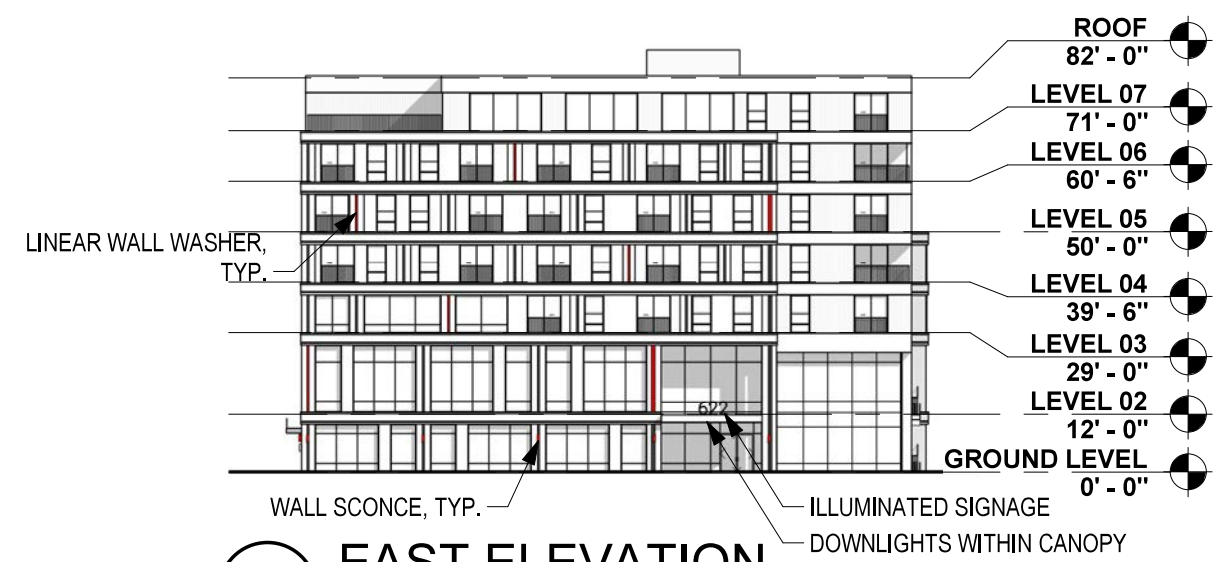
There was a question regarding how our tower ladder compares to those in service in the Chicago Fire Department. The Chicago Fire Department has approximately 60 aerial ladder trucks dispersed throughout their service area and are typically 95 to 105 feet in length. The Chicago Fire Department does have one aerial ladder truck that has a reach of approximately 135 feet.

The Fire Department does not have any specific concerns related to the project other than to maintain the standards of construction as well as required fire alarm and sprinkler/standpipe systems. The greatest concern for the fire department is during its construction up to the point where drywall has been completed. The wood frame construction is at its most vulnerable point during the framing when there is the greatest risk for fire spread should one begin.

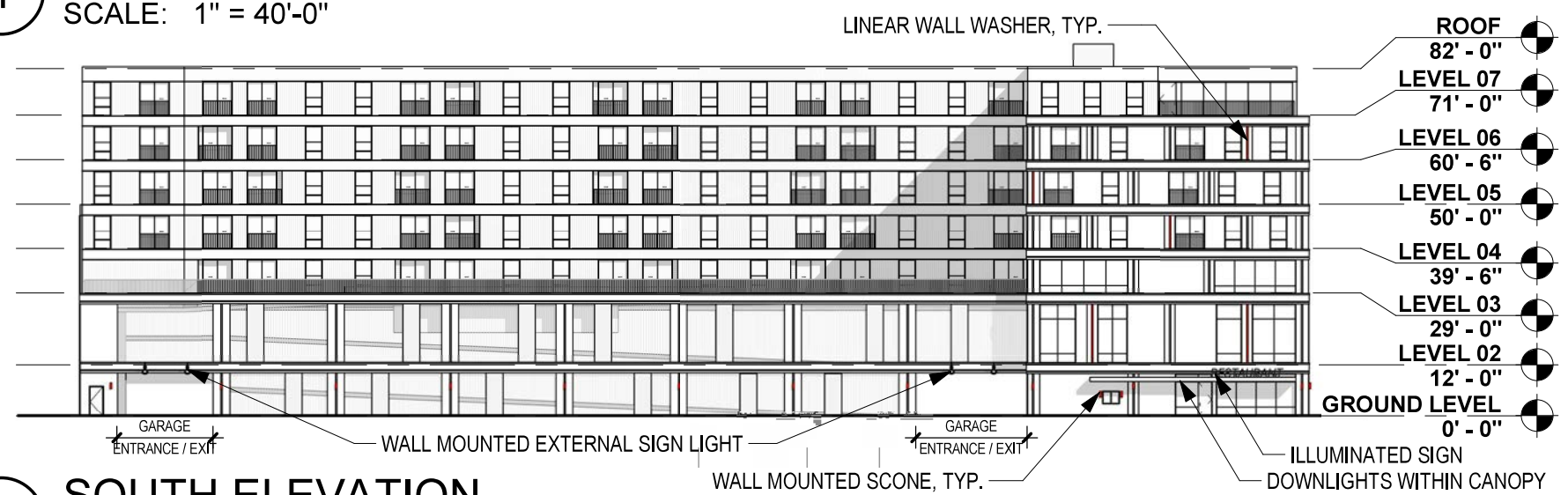
Fire Department staff will continue to review any and all submissions regarding this project and make the appropriate recommendations to address any concerns that may be raised.



1 SITE - LIGHTING DIAGRAM
SCALE: 1" = 40'-0"



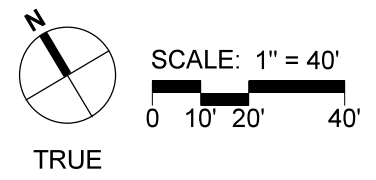
3 EAST ELEVATION
SCALE: 1" = 40'-0"



2 SOUTH ELEVATION
SCALE: 1" = 40'-0"



OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661



DES PLAINES MULTI-FAMILY
622 GRACELAND AVE.
March 17, 2022 Project #: 21084

LT.1



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

June 23, 2022

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 622 Graceland Avenue and 1332-1368 Webford Avenue,
Case 21-052-MAP-TSUB-V, 3rd Ward

RE: Consideration of Requests for Map Amendment and Tentative Plat of Subdivision

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on April 12, 2022, continued to May 10, 2022 and May 24, 2022, for requests associated with a proposed mixed-use residential, commercial, and parking development at 622 Graceland Avenue and 1332-1368 Webford Avenue. After the close of the public hearing, the Board continued its deliberation and conducted its votes regarding the requests at its June 14, 2022 meeting.

Petitioner 622 Graceland Apartments LLC is requesting a Map Amendment (rezoning) for the subject property from the existing C-3 General Commercial District to the proposed C-5 Central Business District. Initially the petitioner also requested variations that would have allowed an off-street parking and loading area immediately adjacent to Webford Avenue. However, the petitioner withdrew the variation requests before the May 24, 2022 proceeding but maintained requests for the Map Amendment and Tentative Plat of Subdivision.

Written summaries of the petitioner's, staff's, and objector's presentations; evidence presented and public comment offered; and Board discussion; as well as Member votes, are included in the Board's meeting minutes for April 12, May 10, May 24, and June 14. Ultimately, on June 14 the Board considered all of the evidence presented and the statements in the case materials regarding standards for Map Amendments and Site Plan Review (which is intrinsic to review of Map Amendments) and voted 3-3 on a motion to recommend approval of the Map Amendment. Per the City Code (2-2-3.D: Necessary Vote), this outcome does not amount to an affirmative vote of a majority of the appointed members and is therefore a *recommendation to deny* the requested Map Amendment. However, pursuant to the Zoning Ordinance (12-3-7.D.4: Action by City Council), the Council has the final authority on the request.

Regarding the Tentative Plat of Subdivision, the Board voted 3-3 on a motion to approve, which also per City Code (Section 2-2-3.D) results in a denial of the Tentative Plat.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'James S. Szabo'.

James Szabo,
Des Plaines Planning and Zoning Board Chairman

Cc: City Officials/Aldermen

NEW BUSINESS

- 1. Addresses:** 622 Graceland Avenue, 1332 and 1368 Webford Avenue
Case Number: 21-052-MAP-TSUB-V

The petitioner is requesting the following items: (i) a zoning map amendment to rezone the subject properties from C-3 General Commercial District to C-5 Central Business District; (ii) a Tentative Plat of Subdivision to consolidate three existing lots lot of record into one; (iii) variation from zoning provisions related to parking and loading space location and design; and (iv) any other variations, waivers, and zoning relief as may be necessary.

PINs: 09-17-306-036-0000; 09-17-306-038-0000; 09-17-306-040-0000

Petitioner: Joe Taylor, 622 Graceland Apartments, LLC, 202 S. Cook Street, Suite 210, Barrington, IL 60010

Owner: Wessell Holdings, LLC, 622 Graceland Avenue, Des Plaines, IL 60016; City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

Chairman Szabo swore in Joe Taylor with Compasspoint Development, Katie Lambert with OKW Architects, Stephen Corcocan with Eriksson Engineering, Bernard Citron with Thompson Coburn LLP, and Sean Parker, Traffic Engineer.

Mr. Taylor stated the new apartments proposed at 622 Graceland Avenue will be a transit-oriented, mixed-use building located in the Downtown Business and Mixed-Use District of Des Plaines. With its proximity to area businesses and local transit to Chicago, Des Plaines is an ideal location to create a contemporary, high-density residential community. The project addresses the changing aspirations of people who desire to live closer to services in an urban environment, which provides for a more convenient style of living while simultaneously decreasing one's environmental footprint.

Ms. Lambert noted the building will be 131 units and will consist of (17) studios, (103) One bedrooms, and (11) two bedroom units. The building design consists of white, grey and a wood tone exterior that mixes fiber cement panels, full face norman brick, glass windows with first, second, third and seventh floor aluminum and floor to ceiling glass window panels and a concrete and wood frame structure. All units will feature punch windows and large sliding patio doors with inset balconies and Juliet style metal railings.

Ms. Lambert continued to state that the developer plans on adding climbing green ivy landscaping to the south exterior parking wall facing Webford Avenue helping to partially screen the main parking structure. The parking structure will feature open segments filled with architectural metal screening to allow the natural ivy to climb and conceal the parking areas. Further, as part of the Developer's agreement with the City's redevelopment agreement, they will add additional parking spaces to the exterior parking areas in front of the building on Webford Avenue, increasing the necessary public parking above what is required by zoning code. Webford Avenue will also be widened by (8) eight feet, increasing the street area to a true two-way drive aisle. The developer will also create a new connection to the storm sewer system creating a separated storm connection all the way to Laurel Avenue.

Mr. Taylor also stated he has developed over 2,000 residential apartments around the country, and over 300 apartments in downtown Des Plaines with projects The Ellison (113 units) while at Opus Development and 1425 Ellinwood Apartments (212 units) with Compasspoint Development. Compasspoint develops

best-in-class residential apartment buildings that redefine the skyline of any town/city they develop in. Compasspoint believes deeply in the Des Plaines community and has committed over \$100,000,000 to develop projects in Des Plaines and is committing an additional \$35,000,000 investment in this dynamic community.

The concept for this design, which mostly consists of one-bedroom units, is marketed to young professionals making between \$60,000 to \$120,000 a year, and will likely add around 140 new residents to the City. The proposed 187,529-square-foot-building includes over 10,000 square feet of amenity space, a little over 88,500 square feet of apartment space, and an 11,000-square-foot outdoor green space.

Mr. Parker provided a brief overview of the considerations and various analyses conducted to determine the estimated traffic impact of the proposed development on the surrounding area. He explained that because of the lower traffic numbers in 2020 and 2021, he utilized 2018 traffic data and calculated the growth rate for 2022 to determine the traffic impact of the proposed development and of The Ellison development across the street at 1425 Ellinwood Street when fully open. The existing street network can accommodate the additional traffic from the proposed project and future traffic growth, noting that the subject property's close proximity to Downtown Des Plaines, the train station, and bus stops will help minimize the amount of traffic coming to and from the subject property. Lastly, the traffic data indicates that up to 5% of traffic generated from the site will utilize westbound Webford Avenue through the residential neighborhood whereas the majority of traffic will travel east on Prairie Avenue or south on Graceland Avenue when exiting the site.

Member Fowler listed the names of other apartments in the City and asked why build apartments and not condominiums or townhomes, something that would be appropriate for the neighborhood and the space.

Mr. Taylor stated the demand is not in condominiums. For example, River 595 started out as condominiums and they ended up filing for bankruptcy and then converted the condos into apartments. Kingston also started out as condominiums, the developer ran out of funding and unfortunately could not get approved for more financing. Those condos then converted to apartments. This is what is financeable and frankly this is where the demand lies.

Member Fowler asked if the proposed development moves forward, could the apartments be converted into condominiums.

Mr. Taylor stated a condominium is just a legal structure there is no difference between a condo and an apartment from a user stand point. So yes, they can be converted in the future if someone buys the building and its entirety then they can be legally converted into condominiums and then sold individually.

Member Fowler asked staff in order for this project to go through or be successful the City would need to sell the parking lot, are we selling it to the builder and if so for how much.

Mr. Carlisle, Director of Community & Economic Development stated the City would need to sell the parking lot to the developer, but that is a separate consideration solely under the purview from the City Council. The terms have not been discussed in an open session.

Member Veremis wanted to confirm that the parking spaces on Webford would be public parking spaces.

Mr. Taylor states that is correct. All of the spaces on Webford are public and another 38 spaces in the parking garage that will be open to the public twenty-four hours a day.

Member Catalano asked if there has been another traffic study conducted since the Ellison apartments construction has started.

Mr. Carlisle noted there has not, as there has not been any complaints or need to at this time.

Member Fowler asked what the plan for the Ellinwood commercial space is; are there any interested or committed restaurants for the space yet.

Mr. Taylor stated we do not have commitments from anyone yet, but we just started marketing the space about three weeks. Our goal is to add at least two or three new restaurants and a few new amenities.

Member Saletnik stated he is a past founding Director of the Des Plaines Theater Preservation Society. One of the primary reasons this organization was founded was of course to save the theater but also because we want to see a new vitality down town Des Plaines. Step by step that vitality is being introduced, and all of us will benefit from it in the long run. Lastly, I want to say the architect did a phenomenal job who had to satisfy the developer's requirements, the City's requirements and she should be commended for that.

John Carlisle, Director of Community & Economic Development gave a staff report.

Issue: To allow a proposed mixed-use development, the petitioner is requesting a Map Amendment (rezoning) under Section 12-3-7 of the Zoning Ordinance. In addition, they are seeking Major Variations under Section 12-3-6 to accommodate a row of outdoor off-street parking spaces and one loading space that would require relief in the following ways: (i) location in the required side yard (Section 12-7-3-H.5.b.), (ii) parking space curb and gutter within 3.5 feet of the lot line (Section 12-9-6.D.), (iii) a landscape strip that does not separate the parking spaces from the sidewalk (Section 12-9-6.F), and (iv) landscaping adjacent to parking that does not strictly adhere to requirements (Section 12-10-8). In addition, to consolidate three lots of record into one, the petitioner is requesting approval of a Tentative Plat under Chapter 2 of Title 13 of the Subdivision Regulations.

Address: 622 Graceland Avenue, 1332 and 1368 Webford Avenue

Owner: Wessell Holdings, LLC 622 Graceland, 1368 Webford) and City of Des Plaines (1332 Webford)

Petitioner: 622 Graceland Apartments, LLC (Compasspoint Development; Principal: Joe Taylor)

Case Number: 21-052-MAP-TSUB-V

PIN: 09-17-306-036-0000; 09-17-306-038-0000; 09-17-306-040-0000

Ward: #3, Alderman Sean Oskerka

Existing Zoning: C-3 General Commercial (proposed C-5 Central Business)

Surrounding Zoning: North: Railroad tracks; then C-3 General Commercial District

South: C-3, General Commercial / R-1 Single-Family Residential Districts
 East: C-5, Central Business District
 West: C-3, General Commercial District

Surrounding Land Use: North: Union Pacific Railroad (Metra UP-Northwest Line); then a Pharmacy
 South: Commercial building (850 Graceland), United Methodist Church parking lot, single-family detached home in commercial district (1347 Webford), single-family detached homes in residential district (1333 and 1339 Webford)
 East: Mixed-use residential and commercial (Bayview-Compasspoint project under construction at 1425 Ellinwood)
 West: Commercial building (1330 Webford), followed by multiple-family dwelling (1328 Webford)

Street Classification: Graceland Avenue is an arterial, and Webford Avenue is a local roadway.

Overall

Project Summary: Petitioner 622 Graceland Apartments LLC (Joe Taylor, Compasspoint Development) proposes a full redevelopment of a just-less-than-one-acre zoning lot (43,500 square feet) at the northwest corner of Graceland Avenue and Webford Avenue. The proposed project would be a mix of residential and commercial space with indoor and outdoor parking. A proposed 82-foot-tall building would contain 131 multiple-family dwelling units – 17 studios, 103 one-bedrooms, and 11 Two-bedrooms – on the third through seventh floors. Approximately 2,800 net square feet of an open-to-the-public restaurant and lounge would occupy portions of the first (ground) and second floors. Proposed resident amenities are a co-working office space, a fitness area, lounges and meeting rooms, a club room with bar, a multimedia/game lounge, a dog run and dog wash, and an outdoor swimming pool and recreation deck. The proposed building in all is approximately 187,00 square feet.

The redevelopment includes a 179-space attached indoor parking garage and a 16-space outdoor row of permeable-surface parking for a total of 195 spaces, with one proposed outdoor loading space. These 195 spaces are intended to fulfill the off-street parking minimum for the residential units and the restaurant-lounge, as well as create a supply of public parking in lieu of the current 1332 Webford lot. The 16 outdoor spaces, while proposed on private property, would be accessible via a direct turn from Webford. The segment of Webford alongside the subject property, is proposed to widen to 28 feet from curb to curb within existing public right-of-way. With the consent of the property owners, the petitioner is seeking zoning and subdivision approvals.

Map Amendment

Request Summary: To accommodate the multiple-family dwelling use above the first floor, as well the proposed building's desired bulk and scale, the petitioner is seeking a Map Amendment (rezoning) from the C-3 General Commercial District to the C-5 Central Business District. C-5 zoning exists on the east side of Graceland but currently is not present west of Graceland. The zoning change is essential for project feasibility, so the staff review of the project is based largely on C-5 allowances and requirements. Without rezoning to C-5, much of the rest of the consideration is moot.

Table 1 compares selected use requirements, and Table 2 compares bulk requirements, each focusing on what the petitioner is proposing as well as how the districts differ in what is allowed at the subject

property. The C-3 district is generally more permissive from a use standpoint, and the C-5 district is more permissive from a bulk standpoint.

Table 1. Use Regulations Comparison, Excerpt from Section 12-7-3.K

Use	C-3	C-5
Car wash	C	--
Center, Childcare	C	C ¹⁰
Center, Adult Day Service	C	C ¹⁰
Commercial Outdoor Recreation	C	--
Commercial Shopping Center	P	--
Consumer Lender	C	--
Convenience Mart Fueling Station	C ⁴	--
Domestic Pet Service	C ^{11,12}	--
Dwellings, Multiple-Family	--	P³
Leasing/Rental Agents, Equipment	C	--
Motor Vehicle Sales	C ⁵	--
Government Facility	--	P
Radio Transmitting Towers, Public Broadcasting	C	--
Restaurants (Class A and Class B)	P	P
Taverns and Lounges	P	P
Offices	P	P
Hotels	P	P

P = Permitted Use; C = Conditional Use Required; = Not possible in the district at subject property

Notes:

- 3. When above the first floor only.
- 4. On sites of 20,000 square feet or more.
- 5. On sites of 25,000 square feet or more. For proposed sites of less than 25,000 square feet but more than 22,000 square feet, the City Council may consider additional factors, including, but not limited to, traffic, economic and other conditions of the area, or proposed business and site plan issues in considering whether to grant a conditional use sines of less than 25,000 square feet but more than 22,000 square feet.
- 10. Except on Miner Street, Ellinwood Street or Lee
- 11. Outdoor Kennels are not allowed.
- 12. Outdoor runs are allowed.

Table 2. Bulk Regulations Comparison, Excerpt from Section 12-7-3.L

Bulk Control	C-3	C-5
Maximum Height	45 feet	100 feet

Minimum Front Yard¹ -Adjacent Residential: -Adjacent Other:	-Setback of Adjacent Residential district -5 feet	-Setback of Adjacent Residential district -Not applicable
Minimum Side Yard -Adjacent Residential: -Adjacent Other:	-Setback of Adjacent Residential district -5 feet if abutting street	-Setback of Adjacent Residential district -5 feet if abutting street
Minimum Rear Yard -Adjacent Residential: -Adjacent Other:	-25 feet or 20% of lot depth, whichever is less -5 feet if abutting street	-25 feet or 20% of lot depth, whichever is less cable

Notes:

1. With respect to front yard setbacks, "adjacent residential" shall mean when at least 80 percent of the opposing block frontage is residential.

The petitioner’s design is based on the C-5 minimum yard requirements. The Graceland lot line is the front lot line, and the Webford lot line is a side lot line. For the 290 feet of the site’s Webford frontage, much of the opposing block is a commercial district, so for this portion, the minimum required yard under C- 5 is five feet. For the westernmost portion of the frontage, where the opposing block is zoned residential, the minimum required yard would be 25 feet. The definition of “yard” in Section 12-13-3 establishes that it “...extends along a lot line and at right angles to such lot line...” Under C-5 zoning, there would not be a required yard along the Graceland/front lot line, nor along the rear lot line – which borders 1330 Webford (“The Dance Building”) – nor along the north/side lot line, which borders the railroad tracks. The required yards exist only from the Webford (south) lot line and are shown in an attached map.

Minimum Floor Area Per Dwelling

The C-5 district regulates density by minimum floor area per unit. The floor plans as part of the submittal show the smallest of the studio/efficiency units at 535 square feet, which would comply with the minimum requirement of Section 12-7-3.H. The smallest one-bedroom would be 694 square feet, which exceeds the minimum 620. With 103 units, the one-bedroom type is by far the most common in the building program, with square footages in the 700s; some are as large as 891. Ranging from 1,079 to 1,128 square feet, the two-bedroom units are well in excess of the minimum 780.

Table 3. Multiple-Family Dwelling Units in the C-5 District

Number of Bedrooms	Minimum Floor Area (Square Feet)
Efficiency dwelling unit (studio)	535
One-bedroom unit	620
Two-bedroom unit	780

Commercial Use: Restaurant-Lounge

At the southeast corner of the building, the petitioner is proposing a bi-level restaurant-lounge, which has access to the public street on the first/ground floor and a second floor that opens to the first. Both restaurants and lounges are permitted in C-5, but the petitioner has described this use as one combined business. Therefore, staff has reviewed based on requirements for a Class A (primarily sit-down) Restaurant. However, note that a walk-up service window is illustrated, as is outdoor seating in the right-of-way. Both of these elements are logical considering the effect of the COVID-19 pandemic on the restaurant business, as they allow for diversified service and revenue.

The floor plan indicates a kitchen and multiple bar seating areas, as well as different styles of tables and chairs, with the second-floor labeled as a “speakeasy,” giving a glimpse of the envisioned concept. The first floor is demarcated to separate the proposed restaurant area from the first-floor lobby for the residential portion of the development.

Required Off-Street Parking, Public Parking

To fulfill required off-street parking, the petitioner’s submittal is designed with C-5 off-street parking requirements in mind. Generally speaking, C-5 has more permissive ratios than other districts. These reduced requirements are laid out in Sections 12-7-3.H.6. (Supplemental Parking Requirements) and reinforced by reflecting that downtown Des Plaines is the densest portion of the City, being well served by sidewalks, bike infrastructure, and public transportation (buses and rail). This leads to a reduced need for parking than in other portions of Des Plaines. The following table lists the uses subject to off-street parking requirement shows the pertinent ratios under C-5 zoning

Table 4. Parking Requirements for the Uses Proposed Under C-5 Rules

Use	General Ratio	Required
Efficiency and one-bedroom	One space per unit	120 spaces
Two-bedroom	1.5 spaces per unit	(16.5, rounded to 17 spaces)
Restaurant (Class A)	One space for every 100 sq. ft. of net floor area ¹ or one space for every four seats ² , whichever is greater, plus one space for every three employees ³	17 spaces
Total	-	154 spaces

Exclusive of meeting the minimum off-street parking, the project is also designed to replace the existing supply of 38 public spaces at 1332 Webford, using a mix of indoor and outdoor: 16 outdoor spaces, 18 spaces on the first floor of the garage, and four spaces on the lower level of the garage (below grade). Providing these spaces is the impetus for the outdoor spaces in the design. Although including public spaces in the project would not be specifically required by the Zoning Ordinance under C-5, the petitioner nonetheless must acquire 1332 Webford from the City to accommodate the design. As part of the terms of a sale, the petitioner would accept a requirement to provide public parking on the developer’s property. The ongoing development would then be responsible for maintaining the public parking spaces. A requirement that the spaces be reserved for public use would be recorded against the property.

Circulation, Mobility, and Traffic

The petitioner has submitted a traffic study prepared by Eriksson Engineering Associates, Ltd. The study considers the volume/trips and circulation of individual automobiles, public transportation, and non-motorized (i.e. bike and pedestrian) transportation. The report contains data on the existing conditions – based on current traffic and pedestrian counts, consisting of on-site and secondary⁴ data collection – and the proposed development, and assesses the capacity of the streets in the adjacent vicinity, using Year 2028 as a benchmark. (Traffic reports typically project to a couple of years after anticipated full occupancy.) Further, the study does reference and consider the anticipated traffic to be generated by the under-construction development at 1425 Ellinwood Avenue.

The report draws from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. ITE data are viewed nationally as the urban planning and traffic engineering standard for evaluating how much automobile traffic certain types of uses will generate. The study identifies the uses intended by the petitioner: apartments, restaurant, and lounge. Based on a morning peak hour of 7:15-8:15 a.m. and an afternoon peak hour of 2:30-3:30 p.m., the study projects 45 total in-and-out automobile movements during a.m. peak and 63 during p.m. peak hour (see Page 7 of the report). While it was not identified as peak by the petitioner's traffic engineer, the Public Works and Engineering Department has inquired about data for the 4:30-5:30 p.m. hour. The Board may wish to ask the traffic engineer to explain why 2:30-3:30 was selected as peak hour. Further, the Board may wish to ask the engineer to explain the delay projections in Table 4, particularly at the Graceland-Prairie intersection. For both a.m. and p.m. peaks, the projected delay is actually less in 2028 than 2022, which considering additional development seems counter-intuitive.

Based on the proposed site access plan, which includes two driveways perpendicular to Webford that would allow in-and-out traffic from the garage, and the row of outdoor parking spaces also perpendicular to Webford, the study estimates that only five percent of inbound and five percent of outbound traffic would use the portion of Webford west of the proposed development (i.e. into the residential neighborhood to the west). The site plan is designed with perpendicular (90-degree) parking spaces and drive aisles to attempt not to direct drivers leaving the development to go west onto Webford. On the other hand, parallel (zero-degree) spaces and 45-degree angle parking could have this effect, as parked cars would be facing or oriented west. For this reason, staff views 90-degree perpendicular parking as the best alternative, although it is somewhat atypical for a local-jurisdiction street.

Further, widening Webford to 28 feet from curb to curb for the frontage of the development (approximately 290 feet) is proposed, with the existing, narrower width being retained for the area west of the property. This narrowing should provide a visual cue that does not encourage through or non-local traffic to use westbound Webford. More discussion of the proposed Webford-segment widening is contained under the discussion of the Tentative Plat of Subdivision.

An excerpt of report, excluding appendices, is an attachment to this packet⁵.

Page 16 of the report makes the following conclusions:

"1. The street network can accommodate the additional traffic from the proposed project and future traffic growth.

"2. The location of the site and the availability of public transportation, walking and biking will minimize the volume of vehicular traffic generated by the site.

“3. Access to the site from Webford Avenue will have two driveways with one inbound and one outbound lane under stop sign control, and can handle the projected traffic volumes.”

Building Design Review

The Building Design Review requirements under Section 12-3-11 of the Zoning Ordinance would apply. Although Table 1 of this section lists approved material types for residential buildings and commercial buildings, it does not address a mixed-use building or a parking garage. Therefore, staff would consider the first two floors of the building to be subject to the commercial requirements, with Floors 3 through 7 subject to the multifamily residential requirements.

Regarding the first two floors, the submitted plans show a principal entrance on the front of the building, facing Graceland (east elevation). The proposed materials palette consists of a large amount of glazing (glass) on the Graceland elevation, framed by concrete and accented by other permissible materials such as metal panels and thin vertical courses of brick. The non-garage portion of the Webford (south) elevation – where the restaurant and lounge would be located – consists of these same elements and ample glazing. The garage portion of the Webford (south) façade is framed by concrete with scrim (screening). Both glass and screen can be considered as windows/opening to satisfy the blank wall limitations on street-facing facades, provided the openings are transparent. Renderings show decorative ivy grown onto the garage scrim. Ivy is not a prohibited wall material, but the ivy areas would inherently reduce the amount of transparency. The blank wall requirements specify that no greater than 30 percent of a total street-facing façade, and no more than a 15-foot horizontal distance, may be non-transparent. The Board may wish to ask the petitioner’s architect how they could balance the transparency requirement with shielding car headlights of vehicles in the garage from view of properties on the south side of Webford.

The petitioner is not requesting relief from the Building Design Review requirements at this time. Complete Building Design Review approval, which may be granted by the Zoning Administrator per the process outlined in Section 12-3-11, must occur before issuance of a building permit.

Major Variations

Request Summary: The petitioner’s site plan shows 16 outdoor, permeable-surface off-street parking spaces and one loading space that necessitates relief from the Zoning Ordinance. Having a loading space is not required per Section 12-9-9 in the C- 5 district, but given the proposed restaurant kitchen, the petitioner is nonetheless proposing an adjacent loading space. Because there are more than 10 spaces, this parking area is subject to required parking lot landscaping. In general, the Zoning Ordinance is not written to envision the arrangement of outdoor off-street parking in the order proposed by the petitioner. Parking lots are often separated from the street by a parkway and sidewalk on public property (i.e. right of way), then a landscape buffer on private property before the off-street parking spaces begin. The traditional and envisioned order is usually street and street curb, then parkway/sidewalk, then a landscape strip with plantings, then parking space curb, and finally parking spaces.

By contrast, the petitioner is proposing that off-street parking spaces merge with the street – approximately 160 linear feet of the 290 feet of Webford frontage – then parking spaces, parking space curb, sidewalk, and finally the planting area, directly at the foundation of the garage portion of the proposed building. The off-street parking would be paver style, while the street surface would be asphalt. Assuming C-5 zoning, the PZB and City Council may find this style and design is appropriate for a downtown development, concluding it would create parking in a convenient location and configuration

intended to maximize the number of spaces and minimize traffic through the nearby residential neighborhood. However, permitting this design requires relief:

- Allow off-street parking in the required side yard, where off-street parking is only permitted in the rear yard in the C-5 district (Section 12- 7-3-H.5.b);
- Allow parking space curb and gutter within 3.5 feet of the lot line, where a minimum setback of 3.5 feet is required (Section 12-9-6-D);
- Allow the five-foot-wide landscape strip to abut the proposed building (garage foundation) instead of the parking spaces; a landscape bed is required to buffer parking spaces from public sidewalks (Section 12-9- 6.F); and
- Allow landscaping adjacent to parking that does not strictly adhere to requirements such as location (Section 12-10-8-B).

These are Major Variations, which require PZB review and recommendation but ultimately City Council approval. This staff memo serves as the Zoning Administrator’s Site Plan Review. Failing to obtain variations would constrain the ability to provide the intended and desired parking.

Tentative Plat of Subdivision

Request Summary: To allow the sale of multiple zoning lots, formally consolidating them into one lot via the subdivision process (Title 13) is required. The Tentative Plat, titled Tentative Plat of Graceland-Webford Subdivision, shows the following easements and building lines: (i) a recorded 20-foot building line near the southern property line; (ii) a five-foot public sidewalk easement near the southern property line; (iii) a new 25-foot building setback line along Webford Avenue for the portion of the property adjacent to a residential district; and (iv) a new five-foot building setback line along Webford Avenue for the portion of property adjacent to a commercial district.

Prior to any permitting or development, a Final Plat of Subdivision would be required. The steps for Final Plat are articulated in Sections 13-2-4 through 13- 2-8 of the Subdivision Regulations. In summary, the Final Plat submittal requires engineering plans that must be approved by the City Engineer, in particular a grading and storm water management plan suitable not only to the City of Des Plaines but also the Metropolitan Water Reclamation District (MWRD). Under 13-3 of the Subdivision Regulations, the petitioner will be required to improve the adjacent segment of Webford Avenue, widening it to 28 feet from curb to curb, which is the minimum standard set forth in the code. Attendant resurfacing/reconstruction would be required based on the determination of the City Engineer. The sidewalk streets aping (e.g. paver style) would be required to match the downtown aesthetic, which is already present along the Graceland side of the site; under the proposal, this style would be extended along the Webford sidewalk. The developer would be responsible for installing new or replacing existing street scaping. Certain underground infrastructure, such as water mains and sewers, would be required to be replaced and installed to the standards required by the Public Works and Engineering Department. Finally, any the above-mentioned public improvements would be required to be secured by a performance guaranty, which would allow the City to complete the planned and required improvements if necessary. An Engineering comment memo is attached.

Alignment with the 2019 Comprehensive Plan

The PZB may find the following excerpts and analysis useful in determining the extent to which the proposed project and requests align with the Comprehensive Plan.

- Under Overarching Principles:
 - “Expand Mixed-Use Development” is the first listed principle. It is a central theme of the plan.
 - “Preserve Historic Buildings” is also a principle. The First Congregational United Church of Christ (766 Graceland), Willows Academy (1015 Rose Avenue), and the former Des Plaines National Bank / Huntington Bank (678 Lee Street) are specifically listed. However, 622 Graceland is not listed. Nonetheless, the Executive Director of the Des Plaines History Center has shared with staff there is historic value in the exterior ironwork/grates, which could be saved in demolition. He did not express interest or priorities of the Center in preserving other elements.

- Under Land Use & Development:
 - The Future Land Use Plan illustrates the property as commercial. While the proposal is not strictly commercial, the proposed zoning is a commercial district (C-5). The proposed project is certainly more pronounced in its residential footprint than its commercial. However, the decision makers may consider that supporting a desirable commercial use, like a restaurant- lounge, requires an inherent market of potential customers (i.e. residential households).
 - Further in this chapter: “The Land Use Plan supports the development of high-quality multifamily housing located in denser areas near multi-modal facilities such as the Downtown. New multifamily housing should be encouraged as a complement to desired future commercial development in the area and incorporated as mixed-use buildings when possible” (p. 12).

- Under Housing:
 - Recommendation 4.2 calls for housing that would appeal to “young families,” which could include households that have, for example, a small child: “...The City should revisit its current zone classifications and add a new zone exclusively for mixed-use development or amend existing regulations to allow for mixed uses. Focus should be placed on commercial areas zoned C-1, C-2, and C-3, for potential sites for mixed-use development” (p. 32).

- Under Downtown:
 - The Vision Statement is “Downtown Des Plaines will be a vibrant destination with a variety of restaurant, entertainment, retail, and housing options...” (p. 69). Directly below that statement is the following: “The community desires expanded retail and dining options in Downtown Des Plaines, which can be supported by higher housing density for greater purchasing power.”
 - Recommendation 8.2 is to enhance the streetscape, which would be required for the proposed project along Webford Avenue, where the downtown streetscape is not currently present (p. 70).
 - Recommendation 8.11 states: “Des Plaines should continue to promote higher density development in the Downtown ... complemented by design standards and street-scaping elements that contribute to a vibrant, pedestrian-friendly environment” (p. 74).
 - Recommendation 8.12 calls for pursuing the development of new multifamily buildings, specifically apartments and townhomes: “Market analysis suggests that there is support for an increase in multifamily rental housing and owner-occupied townhomes. Access to transit, freeway connectivity, walkability, and commercial and recreational amenities are all driving market demands for additional housing in the Downtown.... Within

Downtown Des Plaines there is an estimated 15.8 acres of land that is either vacant or underutilized (typically having small building footprints and large surface parking lots) that could be developed over the next 10 years.... It is estimated that these sites could accommodate between 475 and 625 new residential units if developed at densities similar to recent developments in the Downtown” (p. 74-75).

- The same recommendation also states, however: “While the market is prime for new development, the City of Des Plaines should approach new dense housing responsibly to ensure that new developments do not lose their resale value, are not contributing to further traffic congestion, that the City’s emergency services (particularly fire, ambulance, and police) have the capacity to serve them.”
- Under Appendix A4: Market Assessment6:
 - The study area included the subject property and specifically marked it as one of five properties identified as a “likely development site over the next 10 years” (p. 20).
 - The projected demand of 475-625 units was in addition to any units “proposed or under construction” at the time of publication. Both “The Ellison”/Opus at 1555 Ellinwood (113 units) and Bayview-Compasspoint at 1425 Ellinwood (212 units) were under construction at this time.

Implications on Property Tax Revenue, Schools (Estimates)

The existing parcels had a combined tax bill of \$67,215.76 in Tax Year 2020 (Calendar Year 2021). To estimate the potential taxes generated by the petitioner’s proposed development, consider the mixed-use project by Opus (“The Ellison”), which was completed in 2019 and has now been occupied and is fully assessed. It has a comparable number of units to what is proposed at the subject property. The 1555 Ellinwood property (PIN: 09-17-421-041-0000) generated \$580,739.91 in Tax Year 2020. The difference is more than \$500,000. Although the City of Des Plaines receives only a small share (approximately 11 to 12 percent) of the tax bill, partners such as school districts stand to receive a greater amount of tax revenue if the development is approved and built. Further, based on the housing unit mix proposed – studios, one-bedroom, and two- bedroom apartments – an estimated total number of school children generated from all 131 units would be 13. Ten would be elementary or pre-school aged.

Findings of Fact: Map Amendment

The request is reviewed below in terms of the Findings of Fact contained in Section 12-3-7 of the Zoning Ordinance. The Board may use comments below as its rationale for recommending Findings of Fact, or the

Members may adopt their own. In addition, the Board should review petitioner’s responses (attached).

A. 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 appears to be supportive of rezoning the site from C-3 to C-5. C-5 on this site is permissive of mixed-use residential-commercial development, while C-3 is not. In particular, the economic benefit of bringing additional household spending power to downtown creates additional market demand for the desired retail and restaurants—and notably a restaurant/lounge is proposed by the petitioner.

B. The proposed amendment is compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property:

Comment: C-5 zoning is present directly across the street, where a building of similar scale to what is proposed is being constructed. The downtown train/bus station is a short walk away. While R-1 zoning is also close to the proposed site, and the desirable “Silk Stocking” residential neighborhood lies to the west, note that a C3 property would still exist at 1330 Webford, and there is an R-4 residential property at 1328 Webford. On the north side of the street, these could still serve as a transition into the primarily single-family neighborhood.

C. The proposed amendment is appropriate considering the adequacy of public facilities and services available to this subject property:

Comment: Public transportation is either directly adjacent or within a short walk. In addition to Metra station access, the site has excellent access to the future Pace PULSE Arterial Rapid Transit route, which will stop at the Des Plaines Metra station and provide service to O’Hare Airport that is faster and more desirable than the current Route 250. For that reason, housing units at this property might be desirable not only to the frequent commuter but also to the frequent flier.

The Fire Prevention Bureau has reviewed the project and signaled that the required fire code access (i.e. reach of a fire engine) would comply, in particular because a new construction C-5 building will almost certainly need to be fully sprinklered. Neither Police nor Public Works have expressed concerns about an inability to serve the site, even with denser development. Its central location is beneficial for service response.

D. The Proposed amendment will have an adverse effect on the value of properties throughout the jurisdiction:

Comment: “Throughout the jurisdiction” is the key measurement. Adding this investment to downtown Des Plaines is likely to raise the profile of Des Plaines overall, making it a more desirable place to live and invest. The impact on immediately adjacent properties, particularly single-family, could be mixed, but it is important to note that even single-family homebuyers may place a premium on being able to walk to an additional amenity – specifically a restaurant-lounge – at the end of their street, which the C-5 zoning change would support.

E. The proposed amendment reflects responsible standards for development and growth:

Comment: While certainly the scale of C-5/downtown Des Plaines would not be expanded all through the City, for this particular site – given its identification in the market assessment appendix of the Comprehensive Plan – it would be responsible in staff’s view to enable it to its highest and best use.

Findings of Fact: Major Variations

The request is reviewed below in terms of the Findings of Fact contained in Section 12-3-6 of the Zoning Ordinance. The Board may use comments below as its rationale for recommending Findings of Fact, or the

Members may adopt their own. In addition, the Board should review petitioner’s responses (attached).

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: Not allowing off-street parking in the required side yard and enforcing all required parking lot location and landscaping requirements would in fact impose a practical difficulty for the developer’s intent to maximize parking. The subject property includes three separate parcels, one of which is owned and operated by the City as a public parking lot. The developer’s proposal, including a two-story parking

structure and single row of surface spaces fronting Webford Avenue, satisfies the off-street parking space requirements and replaces the existing city-owned public parking lot one-for-one. However, the location of the subject property situated directly south of the train tracks and next to an existing commercial building to the west restricts where off-street parking areas can be located and accessed. The addition of off-street surface spaces directly off the south property line makes better use of available space while providing additional public parking to the site and the neighboring uses. However, parking spaces directly accessed from a street are not considered in the Zoning Ordinance and therefore are not able to meet minimum parking lot setback and landscaping requirements. Granting approval of the location and landscape variations for this parking area allows the developer to install a unique and functional area that benefits the development and the City as a whole.

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: There appear to be unique attributes related to the property itself and its surroundings that make it exceptional compared to other commercial properties in the area and which requires the need for variations. The subject property abuts Graceland Avenue on the east and Webford Avenue on the south. However, Graceland Avenue is a one-way street for southbound traffic, and there is no existing curb-cut off Graceland Avenue onto the subject property. The Metra UP-Northwest Line to the north does not provide additional access to the site restricting access to Webford Avenue. The proposal does include two curb-cuts off Webford Avenue for both residential and commercial parking. However, there is not available space in the rear to accommodate additional parking spaces. As such, the proposed surface parking area in the side yard offers an opportunity to accommodate the extra spaces on the subject property.

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 physical conditions, such as platting and street directions, and current development found on the subject property (all three parcels) were not the result of action or inaction by the petitioner. The existing development was constructed prior to the enactment of the provisions for which the variations are being sought.

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 enforcement of the parking location and landscaping requirements would limit the ability to utilize the property and reduce the amount of parking on the subject property proposed for this development. While the available off-street indoor garage parking area would suffice to meet the minimum requirements for the uses, the proposed surface parking area would be able to further enhance the site and better utilize the Webford Avenue frontage.

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: Because the purpose of Variation is parking and loading beyond what is required by the Zoning Ordinance, the granting of variation does not seem to amount to “special privilege.” The variations requested are tied with the addition of the surface parking row along Webford Avenue, which may be more beneficial to the public than it is a direct benefit to the petitioner. Moreover, the variations allow for a unique design, which repurposes a portion of the site for extra off-street parking spaces that fully replace the supply in the current commuter/public parking lot.

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 additional parking would be in line with several aspects of the Comprehensive Plan, especially regarding retail/dining development and housing density, which would both be addressed with the proposal. In fact, the Comprehensive Plan calls for the development of new multifamily buildings that are walkable with access to transit and commercial and recreational amenities. The subject property’s close proximity to the Metra line and downtown Des Plaines seeks to meet this goal. The proposal answers the call for many development and sense-of-place priorities set by the Comprehensive Plan, and the granting of variations for the surface parking area will help further address these community needs addressed in that 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: Within the framework of the design and to accommodate the maximum amount of parking, there seems to be no other reasonable location for outdoor surface parking than the proposed area. There is not ample room to comply with the necessary perimeter parking lot landscaping requirements along Webford Avenue while accommodating the foundation landscaping requirements. The proposed foundation landscaping area should soften the garage wall between the public sidewalk and building, which the Landscaping Chapter (12-10) also seeks to provide. Similarly, the space constraints prevent the curb/gutter sections of this parking lot design to meet the appropriate setback requirement (3.5 feet), as the “bookend islands” must contain curb that extends close to the lot line. While the Zoning Ordinance does not contemplate this style of parking, staff recognizes that this design provides a solution to parking concerns in a downtown context where space for parking is limited and allows a fuller replacement of the public spaces currently at 1332 Webford.

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 variations are the minimum measure of relief necessary for the developer to install the surface off-street parking row along Webford Avenue.

Recommendation and Conditions: Pursuant to Sections 12-3-7 and 12-3-6 of the Zoning Ordinance, the PZB should vote on a recommendation to City Council to approve, approve with modification, or deny the requests for Map Amendment and Variations. Given that the petitioner’s design relies upon the Map Amendment to C-5, the PZB is encouraged to take a motion first on this request.

Regarding the Variations, if the PZB chooses to recommend approval/approval with modifications, staff recommends approval be subject to the following:

1. Prior to demolition of 622 Graceland, the property owner and/or petitioner should consult with the Des Plaines History Center and consider having removed items of historic significance so that they may be archived, repurposed, or displayed.
2. The outdoor parking spaces should employ a strategy suitable to the Public Works and Engineering Department to prevent bumper overhang onto the sidewalk, which must have a minimum width and clearance of five feet.
3. Backing into the outdoor parking spaces will be prohibited.
4. High-visibility crosswalks should be marked where the sidewalk along Webford intersects with the driveways that connect Webford with the proposed garage. In addition, a pedestrian warning system should be installed, per the recommendation of Public Works and Engineering.
5. Stop signs will be posted for traffic exiting the garage onto Webford. They must be sited in locations to provide a clear and intuitive stopping point, with clear sight lines. Parkway trees, landscaping, and planters should not interfere with any sight line.

The PZB may approve the Tentative Plat of Subdivision based on Sections 13-2-2 and 13-2-3 of the Subdivision Regulations. A Final Plat of Subdivision, to involve the review of more detailed engineering and public improvements, would be required at a later time. The PZB should also consider a separate motion to act on the Tentative Plat.

Chairman Szabo stated it was brought to his attention that two homeowners have legal representation, and he asked that they come to the podium to be sworn in, give their names, address, and the homeowner's information of whom they are representing.

Mark Daniel, with Daniel Law Office 17W733 Butterfield Rd. Suite F. Oakbrook Terrace IL, 60181, and Larry Thompson, 1209 Longford Ave. Woodridge, IL 60517 stated they are representing homeowners Phil and Ginnie Rominski, at 1333 Webford Ave. and homeowners Jim and Denise Hansen, 1339 Webford Ave.

Attorney Daniel stated he would be okay with the homeowners who are present to have a chance speak tonight before he proceeds.

Chairman Szabo asked the audience if anyone has any comments on the matter and would like a chance to speak to please stand to be sworn in.

David Gates, Jr., Author of several Post Office mural books, spoke to preservation of murals in the existing Journal and Topics building, a former original post office. He asserted the petitioner does not state in any of his documents how he plans on preserving the art work.

Brenda Murphy, at 668 Graceland, is opposed to this project due to increase in traffic that this development would bring. We already have plenty of vehicles cutting through our parking lot to avoid traffic and the problem will only get worse with more vehicles.

Paul Beranek, at 512 Arlington, is opposed to this project due to the extra amount of traffic that will overflow in the neighborhood. Mr. Beranek stated his children and his grandchildren play at the park and he has safety concerns with more vehicles speeding in the area.

Daniel Kosincki, at 1330 Webford, the owner of the dance building is opposed because the developer is putting an 82-foot-tall wall in front of the entryway, and the parking for the studio will be removed.

Pat Beauvais, at 547 Webford, is opposed to this development but does agree the sight does need to be redeveloped. The neighborhood is known as the Silk Stocking and the developer needs to use common sense and come up with a better plan.

Jim Hansen, at 1339 Webford, is opposed to this project because he is vested in his neighborhood and has cared and maintained his home for 32 plus years. This neighborhood is residential not commercial.

Josh VanBladel, at 630 Arlington, stated he supports development but is concerned about the materials that the developer is choosing to use.

Caryssa Buchholz, at 797 Laurel Ave, is opposed to this project due to developer demolishing the existing historical Journal & Topic Building and the original post office. She argued let Des Plaines be unique and preserve historical landmarks.

Jane Stoodley at 598 Webford, is opposed to this project due to the size of the building that is being proposed on such a small piece of land.

Phil Rominski, at 1333 Webford, is opposed to this project due to safety concerns that might arise from Fire and Police due to the massive size of this building.

Jay Cannon, at 1327 Webford, is opposed to this project due to flooding concerns. Mr. Cannon's basement already floods and adding more units and people will in his opinion cause more flooding and backups in the neighborhood and in basements. He asked what the City do to help with flooding issues.

Thomas Simeone, at 621 Parsons, is opposed to this project due to the pure size of the building and long-term sewer effects.

Mark Palmeri, at 595 Webford, is opposed to this project due to the size and style of this development; he asserted modern buildings do not last.

Edger Murillo, at 917 North Ave., is opposed to this project and stated the City needs to maximize the spaces and buildings we already have, asserting we have enough people.

Tim Clarke, at 648 First Ave., stated he supports transit-orientated development, but this plan is not for transit-orientated people. The building will consume the space.

Raul Solis, at 632 Prairie, is opposed to this project due to the mass of the new buildings being built and the lack of green space Downtown. He stated we should be able to walk in our community and be able to see more than giant buildings.

Janet Cornell, at 586 Webford, is opposed to this project due to the "giant rectangles" that are being developed all over downtown. We need more greenspace and balance between building size and yard size.

Marian Cosmides, at 570 Webford, is opposed to this project and feels the City is not following the comprehensive plan. She asked if the developer really thought about the small loading dock that will not fit Amazon trucks, Ubers, Grubhub, moving trucks, and any other service that would be coming in and out of the area constantly. In her opinion, Webford is going to be used as an alley.

Leszek Zmyslowski, at 378 Eighth Ave, is opposed to this project and is speaking on behalf of her sister and mother. The developer wants to put an 82-foot wall in front of The Dance Building and the surrounding residential homes. This wall will not be pretty to look at. There will be less sunlight, less green space, no trees and birds. Maybe make the area a park for the community.

Given the late hour, Chairman Szabo paused public comment and testimony, and the Board took a brief recess at 9:53p.m.

The Board reconvened at 10:00p.m. Given the need for remaining or additional public input, to give the petitioner an opportunity to respond to statements or address concerns with their submittal, and to give Counsel for the residents at 1333 and 1339 Webford due time in the hearing, the Board discussed continuing the hearing. A motion was made by Board Member Catalano, seconded by Board Member Veremis, to continue this matter **until Tuesday, May 10, 2022.**

AYES: Szabo, Veremis, Saletnik, Hofherr, Weaver, Fowler, Catalano

NAYES: None

ABSTAIN: None

*****MOTION CARRIES UNANIMOUSLY ****

ADJOURNMENT

Chairman Szabo adjourned the meeting by voice vote. Meeting Adjourned at 10:03 p.m.

Sincerely,

Vanessa Wells

Vanessa Wells, Recording Secretary
cc: City Officials, Aldermen, Zoning Board of Appeals, Petitioners

Chris Walsh of 560 Webford asked if the homeowner eliminated the slop sink in the garage would it make the request easier to approve and eliminate the concern for making the garage a living space.

Chair Szabo stated it wouldn't per sway him either way.

Member Saletnik stated has incorporated and recommended a condition that states the detached garage cannot be used as a living space at any time, unless future changes to the zoning ordinance have been made. With this being a condition, I think it would take care of it.

Member Fowler noted the new garage is very attractive.

Member Saletnik stated the intent of the ordinance is that garages should not be out of character and over powering in size. In this case since the house has a very high roof, the new roof on the garage is in character with the main house and is lower than the main house.

A motion was made by Board Member Hofherr, seconded by Board Member Saletnik, to recommend approval of a Major Variation from Section 12-8-1(C) of the Zoning Ordinance to allow a detached garage of 18.25 feet in height where a maximum height of 15 feet is permitted.

AYES: Szabo, Veremis, Saletnik, Hofherr, Fowler, Catalano

NAYES: None

ABSTAIN: None

*****MOTION CARRIES UNANIMOUSLY ****

2. Addresses: 622 Graceland Avenue, 1332 and 1368 Webford Avenue
Case Number: 21-052-MAP-TSUB-V

The petitioner is requesting the following items: (i) zoning map amendment to rezone the subject property from C-3 General Commercial District to C-5 Central Business District; (ii) Tentative Plat of Subdivision to consolidate three existing lots lot of record into one; (iii) zoning variation to locate off-street parking and loading in the required side yard; (iv) zoning variation to allow curb and gutter for off-street parking within 3.5 feet of the property line; (v) zoning variation to allow parking spaces next to a public sidewalk without a landscape divider strip; (vi) zoning variation to allow a parking lot with more than 10 spaces to provide landscaping not in strict accordance with Section 12-10-8: Parking Lot Landscaping; and (vii) any other variations, waivers, and zoning relief as may be necessary.

PINs: 09-17-306-036-0000; 09-17-306-038-0000; 09-17-306-040-0000

Petitioner: Joe Taylor, 622 Graceland Apartments, LLC, 202 S. Cook Street, Suite 210, Barrington, IL 60010

Owner: Wessell Holdings, LLC, 622 Graceland Avenue, Des Plaines, IL 60016; City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

Chairman Szabo noted the petitioner has submitted a request to continue the hearing to the Board's regular meeting on Tuesday, May 24. In response to input received, they are making design changes that require both additional time of their team and staff for review.

Chairman Szabo asked if anyone would like to comment on this request or add something new from the last meeting and stated if you were sworn in at the last hearing you do not need to be sworn in, but if this is your first time speaking you will be sworn in when you come up to speak.

David Gates, Jr., Author of several Post Office mural books asked if at the May 24 meeting he can bring a video of the artwork to show everyone the depression artwork that is in the Journal and Topic building.

Jordan Minerva of 535 Webford stated before he moved to his current home, he lived on Fifth Avenue across from condominiums. Although these units were set back off the street, had green space, and they face one another. But over time I noticed that the City cannot always help when buildings start to deteriorate and need maintenance. With these issues it causes others property values to decline. Moving on Webford I was very happy with the neighborhood and even the corner lot being a C-3.

Tom Lovestend of 570 Webford stated many residents continue to speak out about their concerns for the proposed Compasspoint development. Anyone can see that the Journal building location is not suited for an 80 foot high-rise development. The request from the developer to change the property from a C3 to a C5 district should not be considered in a residential neighborhood. Also keep in mind the Journal and Topic building is really the last green space we have available downtown. It would be a great opportunity to turn the space into a park comparable to Jackman Park in Glenview.

Marian Cosmides of 570 Webford noted that there are flyers all over Des Plaines to stop this development. These signs are not just in our ward but all over this town. Des Plaines does not need another high-rise building or rental properties. I want to ask the board if they are aware if the City Council listens to these planning and zoning meetings or do they just make the decisions on their own.

Member Saletnik stated all of the meeting minutes from our meetings go to City Council and those minutes come with our recommendations and comments for the projects that are presented.

Evan Vogel of 1810 Woodland stated he is in support of this project but would prefer these units to be condominiums rather than apartments.

Chris Walsh of 560 Webford stated there is a rumor going around that the Ellinwood project was actually not recommended from this board and City Council passed the project. I want to know if anyone can answer that or confirm it.

Chair Szabo stated he would have to look back and does not remember the vote. He suggested Mr. Walsh review the meeting minutes.

Chris Walsh continued and asked if there is a density number we are looking at or a limit that is trying to be reached.

Member Saletnik responded that the density is not measured per ward and it has to do with property and the individual building and its square footage. It is not based upon the overall locality. For individual

properties the building code and the zoning ordinance sets what the max density can be based on square footage and or size of the lots.

Chris Walsh stated at the beginning he thought he heard one of the reasons why we are entertaining this development was to reach the density goal.

Member Saletnik stated what's in the comprehensive plan is something different. It is not a law that has to be followed to the letter but it is recommendations made by professionals as a goal that the city can try to follow.

Member Fowler stated the recommendation came from CMAP, a planning agency.

Chris Walsh asked if a petition was brought forward, would there be a certain amount of signatures or a magic number that you feel it would be advantageous to move forward.

Chair Szabo stated the petition would have to be brought forward from the residents not the Planning and Zoning Board. As the zoning board we just have to look at what the density would be for the proposal being presented.

Linda Fruhoff of 700 Graceland stated she is greatly concerned about the amount of traffic this new development will add to this area. There are times that I wait twenty minutes to just get across the tracks and adding more people and cars to the area is only going to make things worse.

Paul Beranek of 512 Arlington, asked why there was only a few agendas available for residents and asked for more information to be provided next time.

Member Catalano stated the agenda has the same request as it did at the April 12, 2022 meeting. Since this is a continuance and the new materials have not been brought forward and that the request is the same.

John Carlisle, Director of Community & Economic Development, stated once the new materials are received we will upload them to the City's website where it can be viewed at desplaines.org/gracelandwebford.

Chairman Szabo read the continuance request letter from the Petitioner. It states On behalf of the Graceland Apartments LLC, the applicant for the proposed project at Webford and Graceland we are requesting that the hearing before the Planning and Zoning Board that is currently scheduled for May 10 be continued to May 24. The developer, in response to some of the input from the first hearing is undertaking a number of design changes. We recognize that the City's staff needs time to review these changes. We are requesting that the continuance be until the May 24th agenda.

Member Fowler asked if the board motions against the continuance what happens.

John Carlisle, Director of Community & Economic Development stated the rules of procedure do reference the appropriateness of granting at least one continuance to a petitioner upon their request. I did make a recommendation in my report to continue until at least May 24 so you can review the revised project and its attempt to address the input received from the last meeting.

Philip Rominski of 1333 Webford asked staff when will the revised materials be submitted and when will we be able to see them?

John Carlisle, Director of Community & Economic Development stated the plans should be in within a few days and once received we can get them uploaded to the city's landing page for this project. However, the actual staff report will not be completed until May 20, 2022.

A motion was made by Board Member Hofherr, seconded by Board Member Catalano to approve the continuation of 622 Graceland Ave. case number 21-052-MAP-TSUB-V to May 24th, 2022 as requested by the petitioner.

AYES: Szabo, Veremis, Saletnik, Hofherr, Catalano

NAYES: Fowler

ABSTAIN: None

*****MOTION CARRIES UNANIMOUSLY ****

ADJOURNMENT

The next scheduled Planning & Zoning Board meeting is Tuesday, May 24, 2022.

Chairman Szabo adjourned the meeting by voice vote at 7:48 p.m.

Sincerely,

Vanessa Wells

Vanessa Wells, Recording Secretary

cc: City Officials, Aldermen, Planning & Zoning Board, Petitioners

4. Addresses: 622 Graceland Avenue, 1332 and 1368 Webford Avenue
Case Number: 21-052-MAP-TSUB-V

The petitioner is requesting the following items: (i) zoning map amendment to rezone the subject property from C-3 General Commercial District to C-5 Central Business District; (ii) Tentative Plat of Subdivision to consolidate three existing lots lot of record into one; and (iii) any other variations, waivers, and zoning relief as may be necessary.

PINs: 09-17-306-036-0000; 09-17-306-038-0000; 09-17-306-040-0000

Petitioner: Joe Taylor, 622 Graceland Apartments, LLC, 202 S. Cook Street, Suite 210, Barrington, IL 60010

Owner: Wessell Holdings, LLC, 622 Graceland Avenue, Des Plaines, IL 60016; City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

Chairman Szabo stated this is a continued case, Case number 21-052-MAP-TSUB-V, and he reminded the petitioner, Joe Taylor, that he was sworn in from the previous meetings so he will not need to be sworn in today.

Mr. Taylor stated we will not discuss everything from the last meeting but we will go through the changes that we made based on comments from staff, the board, and residents. As a recap the apartments proposed at 622 Graceland Avenue will be a transit-oriented, mixed-use building located in the Downtown Business and Mixed-Use District of Des Plaines.

Mr. Taylor stated the revised plans illustrate a green space area directly south of the proposed parking garage. This park area will not just be for the tenants of the building but for the entire community to use. The previously proposed 16 surface off-street parking spaces and one off-street loading space have been removed and we now will have five parallel on-street parking along the north curb and an on-street loading area. By doing this we also created a larger outdoor dining space. The parking garage spaces will remain the same, but we did add a knee wall about four feet high along the south elevation to block potential headlights from parked vehicles in the garage. We will also include scrim at the northwest corner and wrapped around the north elevation.

Mr. Taylor continued and stated his team also considered the west elevation of the parking structure and created additional building openings and fenestrations have been added along the west elevation. We also added an opening for pedestrians at the southwest corner designed to provide a pathway between, the building at 1330 Webford and public parking spaces in the garage.

Mr. Taylor asked his traffic consultant to come forward and talk about the traffic as it was a point of concern the last meeting. The consultant stated that they did a focus study of the traffic generated on Webford Avenue going both east and west: turning on and off of Laurel and turning on and off of Graceland.

Stephen Corcocan, director of traffic engineer with Eriksson Engineering, stated as Mr. Taylor mentioned we did do additional work. We looked at the Staff's report and our traffic report and we showed 5% of the traffic coming in and out of the development going west on Webford and going to and from Laurel. Staff's report states it is a little more at 10%. I am fine with that as it is only two or three vehicles during the peak hours.

Mr. Corcocan noted we also looked at the concerns about the Metra commuters being picked up on Webford. A few things are going to happen here and should be brought to light. Ellinwood Street has been closed, and the parking for this development is under construction. This prevents vehicles from using the street and parking spaces for Metra pick up. Once Ellinwood reopens there will be an additional 50 street spaces that will all be closer to the Metra station. This proposed project at 622 Graceland will help mitigate any usage for pickups with the widening of the road to 28ft, allowing two-way traffic to occur even if a vehicle is stopped.

Mr. Taylor asked what the peak hours they used and how does the data get collected.

Mr. Corcocan said the traffic that occurs from 7:00 am to 9:00 am and from 4:00 pm to 6:00 pm Monday through Friday. Cameras are placed at all of the intersections that we want to receive data from. The cameras only video record during the peak hours as I stated but they are in place all week.

Member Fowler asked how the traffic report will be accurate once Ellinwood opens up across the street: Won't the added vehicles from those tenants increase the amount of traffic?

Mr. Corcocan stated we took the traffic study from Ellinwood, because we cannot take an actual count of vehicles since the building is under construction. With that report we took that data and added the existing traffic count we recorded along with a regional background number for growth as a standard operation.

Member Weaver asked if a speed bump or speed hump was ever considered to help slow traffic down and or detour some driver from taking that road.

Mr. Corcocan stated we have tried to think of other alternatives, but speed humps are not liked by most public works departments as it impacts plowing, equipment, and road life.

Member Catalano asked if a cul-de-sac could be added down Webford.

Director Carlisle stated a cul-de-sac was not spoken about or suggested by Engineering, but this development is required by code to make public improvements. So, this could be potentially discussed. Once the final plat is secured then that could be a design feature or another solution may be brought forward.

Mr. Taylor asked Maureen Mulligan, Civil Engineer, to come up to speak upon the improvements.

Member Szabo swore in Ms. Mulligan.

Ms. Mulligan stated she does the site development, final engineering, and the preliminary design.

Attorney Citron asked Ms. Mulligan asked if at this point the preliminary engineering plans as required by the city.

Ms. Mulligan stated that is correct.

Attorney Citron asked for Ms. Mulligan to briefly go through the improvements that are proposed for this site.

Ms. Mulligan stated from stormwater management point of view there will be two major improvements with this development. The first on being the separation from the combined sanitary sewer. Right now all of the existing site and all of Webford is combined in a pipe with the combined sanitary sewer, but for the proposed development our site and also Webford will be separated into a new storm sewer and be brought all the way to Laurel. That is a very large improvement. The second improvement is there will be stormwater management which is stormwater storage that will be stored on the site and that is not there previously. It is required by MWRD, but its purpose is to store stormwater on the site to reduce the volume going into the new storm sewer and reduce the rate of the stormwater going into the sewer.

Attorney Citron stated at this time the site is entirely impervious surface with no grassy areas, so the water rolls off the pavement and into the combined sewers. He asked Ms. Mulligan that while we might not be aware of any individual flooding activates in people's homes would it be expectation that some of that could be due to the combined sewer system not handling all of the water.

Ms. Mulligan stated that is correct.

Attorney Citron stated so in a fact our development—unlike what is being said claimed by people without engineering knowledge—will not exacerbate the problem but what was testified to would indicate it would actually improve the situation. This is because we will split the stormwater from the combined sewer we are building a brand-new storm sewer.

Ms. Mulligan stated we will also widen Webford and repave portions of it as well. A new water service will also be added.

Attorney Citron stated he has no other questions for Ms. Mulligan and noted that Ms. Lambert our architect is present this evening if anyone had any questions. Attorney Bernie then said he has a question he wanted to ask Ms. Lambert.

Attorney Citron stated this has not come up yet, but our garage is what you would consider an open garage.

Katie Lambert with OKW Architects responded yes, that is correct. The current ordinance dictating aesthetics states you have to have an opening every fifteen feet or so. In conversations with staff they said if we wanted to have fully enclosed garage then we would have to install windows essentially all along the facade.

Attorney Citron asked what that would require in terms of ventilation.

Ms. Lambert stated it would change the way the mechanical system would need operate in the garage. You would need to have a full mechanical system.

Attorney Citron stated that you would have to vent somewhere and this could potentially be noisier than the garage.

Ms. Lambert responded stated it is unsightly, noisy, and all in all an undesirable solution. It is also not common when you look around Des Plaines.

Attorney Citron stated that other than the public spaces the majority of this garage consists of residential spaces that may be accessed once a day or twice a day. This is not a high-traffic garage.

Ms. Lambert stated that the majority of this garage is for residential use and there should be no noise problems.

Attorney Citron stated a question did arise at a previous meeting about fire service to this development and how it is being accessed. He asked Ms. Lambert if she was involved with staff conversations and the fire department in terms as how the building would be served.

Ms. Lambert stated that is correct; our team has been working with staff since the inception of this project and we actually went through a small reconfiguration to the plan in order to accommodate comments that we received. If you look at the average floor plan on the upper level we have a little bit of a dog leg on the west side of the building and that will allow firefighters to hop onto the roof of that building so they can fight the fire from the roof.

Attorney Citron stated to your knowledge while review will still continue up through actual building permits by the fire department and other city agencies, at this point in time the fire department has not indicated any issues with how the building is designed or going to be constructed.

Ms. Lambert stated after we made the change to the plan the fire department gave their preliminary approval. This is why he have these conversations and meetings at the very beginning of the project so we can make sure everyone is on the same page with safety.

Attorney Citron stated when this project comes forward for final approvals there will be more information in terms of landscaping; right now it is a generalized landscape plan along Webford.

Ms. Lambert stated along Graceland and Webford it is pretty prescriptive, but in terms of the public park design we want it to be more collaborative with other stake holders and the City.

Attorney Citron noted its being called a public park but to your understanding the owner of the building is going to maintain ownership of that park. So the people in the community can utilize this space and it is not being turned over to the park district.

Ms. Lambert stated that is correct the intent is provide an amenity not only those who live in the building but those who are in the community.

Attorney Citron stated he had no other questions at this time.

Member Fowler asked if changes were made regarding the distance from the proposed building and the dance building.

Ms. Lambert stated there is a three-foot separation dictated by the building code that is the minimum requirement in order to get windows up against the façade. There was a lot of conversation as people wanted some nuances and life on that façade so that is what was driving that.

Member Fowler asked where the garbage pickup and delivers would take place.

Ms. Lambert stated it is on the site plan and we had heard the criticism at the last meeting and this location feeling like an ally which I think was the objection of that loading space. We instead moved it so there is now more outdoor seating and in the area where we show the parallel parking spaces there is a long space and that is what is dedicated as the loading space. The majority of the time it would just be a striped space.

Member Fowler said her concern is not just the traffic but the sheer size of this building. It is too big for the land. She appreciates the changes that were made and the fact that everyone listened to the feedback provided is wonderful. She asked staff that if this does get approved and changed to a C5, how can we protect the rest of the neighborhood?

Director Carlisle stated any map amendment is a required application and review just like this one. So it is purely a policy decision, your recommendation, and then City Council's as to how far they would want to move, let's say, C-5 zoning.

Member Fowler stated he has a few questions for Mr. Taylor. On Ellinwood have you filled any of the stores or do you have any tenants in the retail stores?

Mr. Taylor stated we have an active ongoing brokerage doing active marketing for those spaces at the property. We have not signed any lease as of yet and we do have several letters of intent. The property is not even complete yet so typically what happens is we complete the construction along Ellinwood and then the picture becomes clearer; we can then come up with the terms and the use for each store front. We have a very specific target as to what we want in those spaces.

Member Fowler stated there are rumors about a mini Target coming into the space.

Mr. Taylor stated it was one of the potential tenants and it would be a Target Express—a small urban format that would be more grocery. However, this would need the entire space and I want to bring in more restaurants.

Member Fowler stated she drove past the Ellison and noticed a store front that is open.

Mr. Taylor stated that is a completely different animal. There is very little space at the Ellison that is available and the last thing I heard it was going to be leased by a smaller real-estate brokerage company.

Member Veremis asked if Mr. Taylor has ever considered building townhomes in this area as it seems it could be a good compromise and give up a lot of the density. The ones on Lee Street are reselling for \$400,000 to \$450,000.

Mr. Taylor stated the Lee Street site was a three-and-a-half-acre site, whereas the subject property is a one-acre site. What's called for in the comprehensive plan that the city council passed and approved in 2018, has part of the urban center that they want high density, not town homes. The challenge of being an investor and a developer is how I financially satisfy so many different requirements. The most town homes on that site would be roughly seven, but then there is no space to do anything of meaning or amenities.

Member Fowler stated the comprehensive map was not prepared by the City Council it was done by CMAP. Also this was a while ago and I think things have changed, and we will lose green space.

Member Veremis asked where the proposed ivy would be located.

Mr. Taylor stated that the ivy would be located on the metal screen along the south side of the parking garage, in addition to the proposed landscaping on the ground, to provide additional screening.

Mr. Carlisle gave his staff report.

Update: At its April 12, 2022 meeting, the PZB began a public hearing to consider the following requests: (i) a Map Amendment (rezoning) under Section 12-3-7 of the Zoning Ordinance, from the existing C-3 General Commercial District to the C-5 Central Business District; (ii) variations under 12-3-6 of the Zoning Ordinance related to location and design of off-street parking and loading; and (iii) a Tentative Plat of Subdivision to consolidate three lots of record into one (Subdivision Regulations, Title 13 of City Code). The Board heard presentation and testimony from the petitioner and members of the public. Because of substantial input received, the Board voted unanimously to continue the hearing until May 10, 2022.

Between April 12 and May 10, the petitioner submitted a written request to continue the hearing to May 24 to provide additional time to undertake a number of design changes in the submittal and to accommodate staff review and preparation of materials for the continued hearing. On May 10, the hearing was opened, members of the public were afforded the opportunity to comment, and the Board ultimately voted 5-1 to continue the hearing to May 24, 2022. The petitioner has since revised various components of the submittal:

- The previously proposed 16 surface *off-street* parking spaces and one *off-street* loading space have been removed; as a result, per the revised Project Narrative the petitioner is withdrawing the request for variation. The matters for the Board's consideration are now (i) Map Amendment and (ii) Tentative Plat of Subdivision.
- Revised plans illustrate an approximately 3,400-square-foot park/green space area directly south of the proposed parking garage. This park area, while proposed on private property, is designated on the Tentative Plat of Subdivision to be reserved for public use, to be maintained by the property owner.

- As part of the petitioner’s required public improvements, five parallel *on-street* parking would be provided at the north curb of a newly widened segment of Webford Avenue. An on-street loading area is also shown. These are designed to augment the 179 indoor garage spaces, which are unchanged from the submittal for the initial hearing.
- The traffic study by Eriksson Engineering Associates has been updated to reflect the new circulation pattern and to provide additional data, including direct traffic counts between April 20-27, 2022.
- A knee wall was added along the south elevation intended to block potential headlights from parked vehicles in the garage from being visible from properties on the south side of Webford.
- Additional building openings and fenestration have been created along the west elevation: glazing (residential unit windows facing west) on Levels 5, 6, and 7; scrim (metal screen) at the northwest corner, wrapped around from the north elevation; and an opening for pedestrians at the southwest corner designed to provide a pathway between, for example, the building at 1330 Webford and public parking spaces in the proposed garage.
- A sun study is provided to show the shadow cast by the proposed building at different times of year.

The following report and several attachments have been updated to reflect the revised requests. For administrative consistency, the “V” remains in the case number, but variation is no longer being pursued.

Issue: To allow a proposed mixed-use residential, commercial, and parking development, the petitioner is requesting a Zoning Map Amendment and a Tentative Plat of Subdivision.

Case Number: 21-052-MAP-TSUB-V

Ward: #3, Alderman Sean Oskerka

Existing Zoning: C-3 General Commercial (proposed C-5 Central Business)

Existing Land Use and History: The principal building at 622 Graceland is currently the headquarters of the Journal & Topics newspaper. According to the Des Plaines History Center, the building was constructed as a Post Office in 1940-1941, most likely under the Works Progress Administration (WPA).

A smaller accessory building is also part of the Journal & Topics property. At 1332 Webford is a 38-space surface parking lot owned by the City of Des Plaines and used for public parking, both time-limited (14 spaces) and permit-restricted (24 spaces).

Surrounding Land Use: North: Union Pacific Railroad (Metra UP-Northwest Line); then a pharmacy
 South: Commercial building (850 Graceland), United Methodist Church parking lot, single-family detached home in commercial district (1347 Webford), single-family detached homes in residential district (1333 and 1339 Webford)

East: Mixed-use residential and commercial (Bayview-Compasspoint project under construction at 1425 Ellinwood)

West: Commercial building (1330 Webford), followed by multiple-family dwelling (1328 Webford)

Street Classification: Graceland Avenue is an arterial, and Webford Avenue is a local roadway.

Project Summary: Petitioner 622 Graceland Apartments LLC (Joe Taylor, Compasspoint Development) proposes a full redevelopment of a just-less-than-one-acre zoning lot (43,500 square feet) at the northwest corner of Graceland Avenue and Webford Avenue. The proposed project would be a mix of residential and commercial space with indoor and outdoor parking. A proposed 82-foot-tall building would contain 131 multiple-family dwelling units – 17 studios, 103 one-bedrooms, and 11 two-bedrooms – on the third through seventh floors. Approximately 2,800 net square feet of an open-to-the-public restaurant and lounge would occupy portions of the first (ground) and second floors. Proposed resident amenities are a coworking office space, a fitness area, lounges and meeting rooms, a club room with bar, a multimedia/game lounge, a dog run and dog wash, indoor bike parking, and an outdoor swimming pool and recreation deck. The proposed building in all is approximately 187,000 square feet.

The project includes a 179-space indoor parking garage. These 179 spaces are intended to fulfill the *off-street* parking minimum requirements for the residential units and the restaurant-lounge (154 spaces), as well as create a supply of public parking to partially replace the current 1332 Webford public lot. The segment of Webford alongside the subject property is proposed to widen to a general distance of 28 feet from curb to curb within existing public right-of-way, except for an area where on-street parallel parking is proposed, in which case the curb-to-curb area is 35 feet: 28 feet for the two-way traffic lanes and 7 feet for parking spaces. The total of off-street and on-street parking proposed is 184 spaces, with an on-street loading area. With the consent of the property owners, the petitioner is seeking zoning and subdivision approvals.

Request Summary: To accommodate the multiple-family dwelling use above the first floor, as well the proposed building’s desired bulk and scale, the petitioner is seeking a Map Amendment (rezoning) from the C-3 General Commercial District to the C-5 Central Business District. C-5 zoning exists on the east side of Graceland but currently is not present west of Graceland. The zoning change is essential for project feasibility, so the staff review of the project is based on C-5 allowances and requirements.

Table 1 compares selected use requirements, and Table 2 compares bulk requirements, each focusing on what the petitioner is proposing as well as how the districts differ in what is allowed at the subject property. The C-3 district is generally more permissive from a *use* standpoint, and the C-5 district is more permissive from a *bulk* standpoint.

Table 1. Use Regulations Comparison, Excerpt from Section 12-7-3.K

Use	C-3	C-5
Car wash	C	--

Center, Childcare	C	C ¹⁰
Center, Adult Day Service	C	C ¹⁰
Commercial Outdoor Recreation	C	--
Commercial Shopping Center	P	--
Consumer Lender	C	--
Convenience Mart Fueling Station	C ⁴	--
Domestic Pet Service	C ^{11,12}	--
Dwellings, Multiple-Family	--	P³
Leasing/Rental Agents, Equipment	C	--
Motor Vehicle Sales	C ⁵	--
Government Facility	--	P
Radio Transmitting Towers, Public Broadcasting	C	--
Restaurants (Class A and Class B)	P	P
Taverns and Lounges	P	P
Offices	P	P
Hotels	P	P

P = Permitted Use; C = Conditional Use required; -- = Not possible in the district at subject property

Notes:

3. When above the first floor only.

4. On sites of 20,000 square feet or more.

5. On sites of 25,000 square feet or more. For proposed sites of less than 25,000 square feet but more than 22,000 square feet, the City Council may consider additional factors, including, but not limited to, traffic, economic and other conditions of the area, or proposed business and site plan issues in considering whether to grant a conditional use for a used car business of less than 25,000 square feet but more than 22,000 square feet.

10. Except on Miner Street, Ellinwood Street or Lee Street.

11. Outdoor kennels are not allowed.

12. Outdoor runs are allowed.

Table 2. Bulk Regulations Comparison, Excerpt from Section 12-7-3.L

Bulk Control	C-3	C-5
Maximum Height	45 feet	100 feet
Minimum Front Yard¹ -Adjacent Residential: -Adjacent Other:	-Setback of Adjacent Residential district -5 feet	-Setback of Adjacent Residential district -Not applicable
Minimum Side Yard -Adjacent Residential: -Adjacent Other:	-Setback of Adjacent Residential district -5 feet if abutting street	-Setback of Adjacent Residential district -5 feet if abutting street
Minimum Rear Yard -Adjacent Residential:	-25 feet or 20% of lot depth, whichever is less	-25 feet or 20% of lot depth, whichever is less

-Adjacent Other:	-5 feet if abutting street	-Not applicable
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Notes:

1. With respect to front yard setbacks, "adjacent residential" shall mean when at least 80 percent of the opposing block frontage is residential.

Height Implications: Amending the zoning to C-5 allows for a building up to 100 feet in height. In the public hearing and other proceedings, some public comment has questioned whether the City of Des Plaines Fire Department is capable of adequately serving a proposed 82-foot-tall building at this property. Attached to this report is a memo from the Fire Chief. The memo outlines how Fire staff have consulted with the petitioner as the concept was being designed, how this project would compare to others already built in Des Plaines, and that a 100-foot aerial tower ladder truck is available. From the final paragraph of the memo: "The Fire Department does not have any specific concerns related to the project other than to maintain the standards of construction as well as required fire alarm and sprinkler/standpipe systems." The proposed construction would be reviewed according to all adopted international building and life safety (i.e. fire) codes before a building permit would be issued, and ongoing inspections of the Building Division would be required during construction before occupancy.

The petitioner’s proposed building footprint is based on the C-5 minimum yard requirements. The Graceland lot line is the front lot line, and the Webford lot line is a side lot line. For the 290 feet of the site’s Webford frontage, much of the opposing block is a commercial district, so for this portion, the minimum required yard under C-5 is five feet. For the westernmost portion of the frontage, where the opposing block is zoned residential, the minimum required yard would be 25 feet. The definition of “yard” in Section 12-13-3 establishes that a yard “...extends *along* a lot line and *at right angles* to such lot line...” Under C-5 zoning, there would not be a required yard along the Graceland/front lot line, nor along the rear lot line – which borders 1330 Webford (“The Dance Building”) – nor along the north/side lot line, which borders the railroad tracks. The required yards exist only from the Webford (south) lot line and are shown in an attached map.

Minimum Floor Area Per Dwelling: The C-5 district regulates density by minimum floor area per unit. The floor plans as part of the submittal show the smallest of the studio/efficiency units at 535 square feet, which would comply with the minimum requirement of Section 12-7-3.H. The smallest one-bedroom would be 694 square feet, which exceeds the minimum 620. With 103 units, the one-bedroom type is by far the most common in the building program, with square footages in the 700s; some are as large as 891. Ranging from 1,079 to 1,128 square feet, the two-bedroom units are well in excess of the minimum 780.

Table 3. Multiple-Family Dwelling Units in the C-5 District

Number of Bedrooms	Minimum Floor Area (Square Feet)
Efficiency dwelling unit (studio)	535
One-bedroom unit	620
Two-bedroom unit	780

Commercial Use: Restaurant-Lounge: At the southeast corner of the building, the petitioner is proposing a bi-level restaurant-lounge, which has access to the public street on the first/ground floor and a second floor that opens to the first. Both restaurants and lounges are permitted in C-5, but the petitioner has described this use as one combined business. Therefore, staff has reviewed based on requirements for a

Class A (primarily sit-down) Restaurant. However, note that a walk-up service window is illustrated, as is outdoor seating in the right-of-way. Both of these elements are logical considering the effect of the COVID-19 pandemic on the restaurant business, as they allow for diversified service and revenue. The outdoor seating area has been enlarged in the revised submittal.

The floor plan indicates a kitchen and multiple bar seating areas, as well as different styles of tables and chairs, with the second-floor labeled as a “speakeasy,” giving a glimpse of the envisioned concept. The first floor is demarcated to separate the proposed restaurant area from the first-floor lobby for the residential portion of the development.

Required Off-Street Parking, Public Parking: To fulfill required off-street parking, the petitioner’s submittal is designed with C-5 off-street parking requirements in mind. Generally speaking, C-5 has more permissive ratios than other districts. These reduced requirements are laid out in Section 12-7-3.H.6. (Supplemental Parking Requirements) and reflect that downtown Des Plaines is the densest portion of the City, being well served by sidewalks, bike infrastructure, and public transportation (buses and rail). This leads to a reduced need for parking than in other portions of Des Plaines. The following table lists the uses subject to off-street parking requirement shows the pertinent ratios under C-5 zoning.

Table 4. Parking Requirements for the Uses Proposed Under C-5 Rules

Use	General Ratio	Required
Efficiency and one-bedroom	One space per unit	120 spaces
Two-bedroom	1.5 spaces per unit	(16.5, rounded to 17 spaces)
Restaurant (Class A)	One space for every 100 sq. ft. of net floor area or one space for every four seats, whichever is greater, plus one space for every three employees	17 spaces
Total	-	154 spaces

Exclusive of meeting the minimum off-street parking, the project is also designed to partially replace the existing supply of 38 public spaces at 1332 Webford. Of the 179 proposed off-street garage spaces, there is a surplus of 25 over the minimum zoning requirement. There are also five newly proposed on-street spaces, with one on-street loading space (a designated loading space or area is not required for the development under the Zoning Ordinance, but the petitioner proposes to have a designated area adjacent to the on-street parking.)

Although including public parking spaces in the project would not be specifically required by the Zoning Ordinance under C-5, the petitioner nonetheless must acquire 1332 Webford from the City to accommodate the project. As part of the terms of a sale, the petitioner would accept a requirement to provide public parking on their property. The ongoing development would then be responsible for maintaining the public parking spaces. A requirement that the spaces be reserved for public use would be recorded against the property. The decision to sell 1332 Webford to the petitioner rests solely with the City Council.

Circulation, Mobility, and Traffic: The petitioner has submitted a revised traffic study and report, dated May 11, 2022 and prepared by Eriksson Engineering Associates, Ltd. The report is updated from the initial version of February 22, 2022, and factors in the petitioner's new proposal for on-street parked vehicles along the Webford frontage. In addition, the revised report is based not only on modeling, projections, and secondary data collection but also on direct counts that occurred between Wednesday, April 20, 2022, and Wednesday, April 27, 2022 at multiple different locations in the vicinity. Tables showing the traffic volumes at peak hour is on Pages 17-19 of the report.

As with the original report, the study considers the volume/trips and circulation of individual automobiles, public transportation, and non-motorized (i.e. bike and pedestrian) transportation. The report contains data on the existing conditions and the proposed development, and assesses the capacity of the streets in the adjacent vicinity, using Year 2028 as a benchmark. (Traffic reports typically project to a couple of years after anticipated full occupancy.) Further, the study references and considers the anticipated traffic to be generated by the under-construction development at 1425 Ellinwood Avenue.

The report draws from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. ITE data are viewed nationally as the urban planning and traffic engineering standard for evaluating how much automobile traffic certain types of uses will generate. The study identifies the uses intended by the petitioner: apartments, restaurant, and lounge. Based on a morning peak hour of 7:15-8:15 a.m. and an afternoon peak hour of 4:30-5:30 p.m. (corrected from the initial report), the study projects 45 total in-and-out automobile movements during a.m. peak and 63 during p.m. peak hour (see Page 8 of the report).

Based on the revised proposed site plan, which includes two driveways perpendicular to Webford that would allow two-way in-and-out traffic from the garage, the study estimates that only 5 percent of inbound and 5 percent of outbound traffic would use the portion of Webford west of the proposed development (i.e. into the residential neighborhood to the west). Unlike the previous submittal, which showed 90-degree perpendicular off-street spaces, on-street parallel ("zero-degree") spaces are proposed. This alignment will inherently orient parked vehicles to travel west after leaving the development; however, in the attached memo City Engineering takes no issue with the revised traffic report. The City's engineers believe that 10 percent of inbound and outbound traffic may be more realistic than 5 percent, but the bottom-line difference to the number of automobile movements is quite small in their opinion: "a vehicle or two to the westbound peak hours," according to the memo.

Webford is still proposed to be widened to 28 feet from curb to curb for the frontage of the development, with approximately 140 linear feet having a curb-to-curb width of 35 feet to accommodate the proposed on-street parking and loading. The existing, narrower width would be retained for Webford west of the property, which should provide a visual cue that Webford west of the development is a local, residential street. An excerpt of the revised report, excluding appendices, is an attachment to this packet. The following conclusions appear on Page 20 of the report: 1. The street network can accommodate the additional traffic from the proposed project and future traffic growth; 2.) The location of the site and the availability of public transportation, walking, and biking will minimize the volume of vehicular traffic generated by the site; and 3.) Access from Webford will have two driveways with one inbound and one outbound lane under stop sign control, and can handle the projected volumes

More discussion of the proposed Webford-segment widening is contained under review of the Tentative Plat of Subdivision.

Building Design Review: Since the initial submittal, the petitioner has adjusted various elevations to address input from the initial public hearing, and has added a sun study that illustrates the shadow to be cast on both December 21 and June 21. These adjustments and additions are summarized under “Update” on Pages 1 and 2 of this report. Nonetheless, the Building Design Review requirements under Section 12-3-11 of the Zoning Ordinance will apply. Although Table 1 of the Section lists approved material types for residential buildings and commercial buildings, it does not directly address a mixed-use building or a parking garage. Therefore, staff would consider the first two floors of the building to be subject to the commercial requirements, with Floors 3 through 7 subject to the multifamily residential requirements.

Regarding the first two floors, the submitted plans show a principal entrance on the front of the building, facing Graceland (east elevation). The proposed materials palette consists of a large amount of glazing (glass) on the Graceland elevation, framed by gray brick and accented by other permissible materials such as metal panels. The non-garage portion of the Webford (south) elevation – where the restaurant and lounge would be located – consists of these same elements and ample glazing. The garage portion of the Webford (south) façade is framed by concrete with scrim (screening). Both glass and screen can be considered as windows/opening to satisfy the blank wall limitations on street-facing facades, provided the openings are transparent. Renderings show decorative ivy grown onto the garage scrim. Ivy is not a prohibited wall material, but the ivy areas would inherently reduce the amount of transparency. The blank wall requirements specify that no greater than 30 percent of a total street-facing façade, and no more than a 15-foot horizontal distance, may be non-transparent.

The petitioner is not requesting relief from the Building Design Review requirements at this time. Complete Building Design Review approval, which may be granted by the Zoning Administrator per the process outlined in Section 12-3-11, must occur before issuance of a building permit.

Request Summary: To allow for the sale of multiple zoning lots, formally consolidating them into one lot via the subdivision process (Title 13) is required. The Tentative Plat, titled Tentative Plat of Graceland-Webford Subdivision, shows the following easements and building lines: (i) a recorded 20-foot building line near the southern property line; (ii) a five-foot public sidewalk easement near the southern property line—relocated from the initial submittal to accommodate the new design; (iii) a 25-foot building setback line along Webford Avenue for the portion of the property adjacent to a residential district; (iv) a five-foot building setback line along Webford Avenue for the portion of property adjacent to a commercial district; (v) a five-foot easement for underground utilities along the north lot line; and (vi) an approximately 3,400-square-foot (not including the sidewalk easement) shaded area that is reserved for passive open space, open to the public but maintained by owner subject to restrictive covenant/easement.

Green Space for Public Use: The revised landscape plan and renderings, both attached, show a green space area with light or passive recreation such as seating amid ample plantings and trees. Plantings abutting the base of the building could serve as the required foundation landscaping. *The Board may wish to ask the petitioner to explain why they chose to amend their submittal and replace the 16 off-street parking spaces with a “public park” instead.* If the City Council ultimately approves the required entitlements, the City’s General Counsel would advise on the best legal instrument(s) to ensure area is permanently reserved for public use while maintained by the property owner.

Subdivision Process, Required Public Improvements: Although the petitioner's request is for a Tentative Plat only at this time, the Board and public may benefit from understanding the requirements of a Final Plat, which is the second step in the Subdivision approval process. Prior to any permitting, a Final Plat of Subdivision would be required. The steps for Final Plat are articulated in Sections 13-2-4 through 13-2-8 of the Subdivision Regulations. In summary, the Final Plat submittal requires engineering plans that must be approved by the City Engineer, in particular a grading and stormwater management plan. Ultimately a permit from the Metropolitan Water Reclamation District (MWRD) will be required for construction. Tentative Plat approval does not require submittal of engineering plans. Regardless, the Department of Public Works and Engineering has provided a revised memo (attached) based on the latest submittal and some public inquiries and comments to this point.

Under 13-3 of the Subdivision Regulations, City Engineering will require the aforementioned widening of the segment of Webford. Resurfacing/reconstruction would be required based on the determination of Engineering. The sidewalk streetscaping (e.g. paver style) would be required to match the downtown aesthetic, which is already present along the Graceland side of the site; under the proposal, this style would be extended around the corner and onto the Webford sidewalk. The developer would be responsible for installing new or replacing existing streetscaping. Certain underground infrastructure, such as water mains and sewers, would be required to be replaced and installed to the standards required by the Public Works and Engineering Department. Of note, the property is currently served by a combined storm and wastewater system, and the developer would be required to separate them into two different systems, which should improve storm drainage capacity for the 1300 block of Webford. Any the above-mentioned public improvements would be required to be secured by a performance guaranty, which allows the City to complete the required improvements if necessary.

Water Pressure: In prior public comment, the issue of this specific development and multifamily/mixed-use development in general affecting water pressure in the area was raised. From the attached Engineering memo: "In connection with a public comment on April 4, we obtained an evening-peak static water pressure in the 600 block of Parsons Street. The reading of 44 psi is consistent with our historical pressure reads in the area of Graceland / Prairie. This pressure is sufficient for the development; the building will have its own booster pump for domestic and fire supplies. The fire line should be connected to the existing 12-inch water main along the east side of Graceland Avenue."

Since the initial hearing on April 12, Pace Suburban Bus commented to the City that the widening of Webford affects the intersection curb radii and shortens the current bus stop in front of the Journal and Topics building for Routes 226, 230, and 250. For this reason, they recommend the bus stop be relocated to the southwest corner of Prairie and Graceland. Staff agrees with this recommendation and would envision creating a concrete pad for the new stop in the new location large enough to accommodate a shelter, which would be an enhancement over the existing flag stop.

Alignment with the 2019 Comprehensive Plan: The PZB may find the following excerpts and analysis useful in determining the extent to which the proposed project and requests align with the Comprehensive Plan.

- *Under Overarching Principles:*

- “Expand Mixed-Use Development” is the first listed principle. It is a central theme of the plan.
- “Preserve Historic Buildings” is also a principle. The First Congregational United Church of Christ (766 Graceland), Willows Academy (1015 Rose Avenue), and the former Des Plaines National Bank / Huntington Bank (678 Lee Street) are specifically listed. However, 622 Graceland is not listed.

The Executive Director of the History Center has expressed interest in two components of the existing building: (i) the exterior ironwork on the front façade and (ii) the cornerstone. Incorporating these elements into the new structure would be encouraged, but the History Center could also potentially acquire these elements and install them at their properties on Pearson Street. The Center is not interested in collecting or preservation of the existing interior murals.

- *Under Land Use & Development:*
 - The Future Land Use Plan illustrates the property as commercial. While the proposal is not strictly commercial, the proposed zoning is a commercial district (C-5). The proposed project is certainly more pronounced in its residential footprint than its commercial. However, the decision makers may consider that supporting a desirable commercial use, like a restaurant-lounge, requires an inherent market of potential customers (i.e. residential households).
 - Further in this chapter: “The Land Use Plan supports the development of high-quality multifamily housing located in denser areas near multi-modal facilities such as the Downtown. New multifamily housing should be encouraged as a complement to desired future commercial development in the area and incorporated as mixed-use buildings when possible” (p. 12).
- *Under Housing:*
 - Recommendation 4.2 calls for housing that would appeal to “young families,” which could include households that have, for example, a small child: “...The City should revisit its current zone classifications and add a new zone exclusively for mixed-use development or amend existing regulations to allow for mixed uses. Focus should be placed on commercial areas zoned C-1, C-2, and C-3, for potential sites for mixed-use development” (p. 32).
- *Under Downtown:*
 - The Vision Statement is “Downtown Des Plaines will be a vibrant destination with a variety of restaurant, entertainment, retail, and housing options....” (p. 69). Directly below that statement is the following: “The community desires expanded retail and dining options in Downtown Des Plaines, which can be supported by higher housing density for greater purchasing power.”
 - Recommendation 8.2 is to enhance the streetscape, which would be required for the proposed project along Webford Avenue, where the downtown streetscape is not currently present (p. 70).
 - Recommendation 8.11 states: “Des Plaines should continue to promote higher density development in the Downtown ... complemented by design standards and streetscaping elements that contribute to a vibrant, pedestrian-friendly environment” (p. 74).

- Recommendation 8.12 calls for pursuing the development of new multifamily buildings, specifically apartments and townhomes: “Market analysis suggests that there is support for an increase in multifamily rental housing and owner-occupied townhomes. Access to transit, freeway connectivity, walkability, and commercial and recreational amenities are all driving market demands for additional housing in the Downtown... Within Downtown Des Plaines there is an estimated 15.8 acres of land that is either vacant or underutilized (typically having small building footprints and large surface parking lots) that could be developed over the next 10 years.... It is estimated that these sites could accommodate between 475 and 625 new residential units if developed at densities similar to recent developments in the Downtown” (p. 74-75).
- The same recommendation also states, however: “While the market is prime for new development, the City of Des Plaines should approach new dense housing responsibly to ensure that new developments do not lose their resale value, are not contributing to further traffic congestion, that the City’s emergency services (particularly fire, ambulance, and police) have the capacity to serve them.”
- *Under Appendix A4: Market Assessment:*
 - The study area included the subject property and specifically marked it as one of five properties identified as a “likely development site over the next 10 years” (p. 20).

The projected demand of 475-625 units was in addition to any units “proposed or under construction” at the time of publication. Both “The Ellison”/Opus at 1555 Ellinwood (113 units) and Bayview-Compasspoint at 1425 Ellinwood (212 units) were under construction at this time.

Implications on Property Tax Revenue, Schools (Estimates): The existing parcels had a combined tax bill of \$67,215.76 in Tax Year 2020 (Calendar Year 2021). To estimate the potential taxes generated by the petitioner’s proposed development, consider the mixed-use project by Opus (“The Ellison”), which was completed in 2019 and has now been occupied and is fully assessed. It has a comparable number of units to what is proposed at the subject property. The 1555 Ellinwood property (PIN: 09-17-421-041-0000) generated \$580,739.91 in Tax Year 2020. The difference is more than \$500,000. Although the City receives only a small share (approximately 11 to 12 percent) of the tax bill, partners such as school districts stand to receive a greater amount of tax revenue if the development is approved and built. Further, based on the housing unit mix proposed – studios, one-bedroom, and two-bedroom apartments – an estimated total number of school children generated from all 131 units would be 13. An estimated 10 of these would be preschool-to-elementary-aged students.

Findings of Fact: Map Amendment: The request is reviewed below in terms of the Findings of Fact contained in Section 12-3-7 of the Zoning Ordinance. The Board may use comments below as its rationale for recommending Findings of Fact, or the Members may adopt their own. In addition, the Board should review petitioner’s responses (attached).

A. 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 current Comprehensive Plan, adopted in 2019, appears to be supportive of rezoning the site from C-3 to C-5. C-5 on this site is permissive of mixed-use residential-commercial development, while C-3 is not. In particular, the economic benefit of bringing additional household spending power to

downtown creates additional market demand for the desired retail and restaurants—and notably a restaurant/lounge is proposed by the petitioner.

B. The proposed amendment is compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property:

Comment: C-5 zoning is present directly across the street, where a building of similar scale to what is proposed is being constructed. The downtown train/bus station is a short walk away.

While R-1 zoning is also close to the proposed site, and the desirable “Silk Stocking” residential neighborhood lies to the west, note that a C-3 property would still exist at 1330 Webford, and there is an R-4 residential property at 1328 Webford. On the north side of the street, these could still serve as a transition into the primarily single-family neighborhood.

C. The proposed amendment is appropriate considering the adequacy of public facilities and services available to this subject property:

Comment: Public transportation is either directly adjacent or within a short walk. In addition to Metra station access, the site has excellent access to the future Pace PULSE Arterial Rapid Transit route, which will stop at the Des Plaines Metra station and provide service to O’Hare Airport that is faster and more desirable than the current Route 250. For that reason, housing units at this property might be desirable not only to the frequent commuter but also to the frequent flier.

The Fire Prevention Bureau has reviewed the project and signaled that the required fire code access (i.e. reach of a fire engine) would comply, in particular because a new construction C-5 building will almost certainly need to be fully sprinklered. Neither Police nor Public Works have expressed concerns about an inability to serve the site, even with denser development. Its central location is beneficial for service response.

D. The proposed amendment will have an adverse effect on the value of properties throughout the jurisdiction:

Comment: “Throughout the jurisdiction” is the key measurement. Adding this investment to downtown Des Plaines is likely to raise the profile of Des Plaines overall, making it a more desirable place to live and invest. The impact on immediately adjacent properties, particularly single-family, is unknown but it is important to note that even single-family homebuyers may place a premium on being able to walk to an additional amenity – specifically a restaurant-lounge – at the end of their street, which the C-5 zoning change would support.

E. The proposed amendment reflects responsible standards for development and growth:

Comment: While certainly the scale of C-5/downtown Des Plaines would not be expanded all through the City, for this particular site – given its identification in the market assessment appendix of the Comprehensive Plan – it would be responsible in staff’s view to enable it to its highest and best use.

PZB Recommendation and Conditions: Pursuant to Section 12-3-7 of the Zoning Ordinance, the PZB should vote on a *recommendation* to City Council regarding the request for Map Amendment. Because there is no longer a variation request, staff does not recommend conditions.

Director Carlisle noted the timing of Site Plan Review as stated in the staff report was incorrect; it occurs at the time of Map Amendment, intrinsic to Map Amendment. Nonetheless, the report stated: “However,

Site Plan Review pursuant to Section 12-3-2 of the Zoning Ordinance would be conducted at the time of building permit review, and the Zoning Administrator would evaluate the project according to the standards listed in this Section and in Section 12-7-3.H.5, which is specific to the C-5 district. In conducting Site Plan Review, the Zoning Administrator would consult with other departments as necessary and consider issues including but not limited to the following: circulation and on-site traffic control; directional and identification signage for parking spaces and general wayfinding; landscaping; and safety—notably for pedestrians, through considerations such as clear sight lines and marked pathways and crosswalks.”

PZB Action: Through a separate motion, the Board may approve the Tentative Plat of Subdivision based on Sections 13-2-2 and 13-2-3 of the Subdivision Regulations. A Final Plat of Subdivision, to involve the review of more detailed engineering and public improvements, would be required at a later time. Staff recommends one condition: Prior to the Board’s review of a Final Plat, written approval of utility easements by all privately owned companies should be provided to the City.

Chairman Szabo asked if there was anyone who wants to give public comment and those who wanted to speak to please stand to be sworn in if they previously were not.

Tammy Couture from 553 Webford stated in the drawing you added a four-foot knee plate so lights will not shine out from the headlights, but you do not show the lumens that will be coming from the entire garage. The headlights of vehicles exiting the garage will be pointing directly to the home across the street.

Lynn Maxson from 715 Laurel is a resident of over 50 years. She said in recent years we see more and more traffic passing through on Laurel Avenue, especially with construction. There are many children, pets, schools busses, and residents so I am very concerned about safety for our residents.

Joan Hozian from 849 Jeannette stated my concerns are the sheer size of this development and the amount of traffic that will be brought to the area. There are not enough parking spaces for the residents and their visitors and delivers. We need more green space to gather or a dog park.

David W Gates Jr. from Crystal Lake presented a video from his YouTube Channel that shows the depression-era murals that are in the Journal & Topic building, previously the Post Office. He wanted to know what the plans are to protect the murals that are in the building. He mentioned repurposing the existing building as a restaurant or a museum.

Member Catalano asked if it is possible to preserve these by moving them to another location.

Mr. Gates stated these paintings are painted directly on the walls, and that causes a challenge to remove them without damaging the murals. He mentioned that it is also costly.

Chris Walsh from 564 Webford stated he is opposed to the development. He mentioned that this area is not downtown, and how additional density would impact our area. He added that the existing buffer between the downtown area and the residential neighborhood would be diminished with this development.

Tom Lovestrund from 570 Webford stated he has a presentation to share. He asked if the traffic study has considered service vehicles like Uber or delivery vehicles. Residents are concerned about this development's impact on their neighborhoods and the lack of greenspace. We need more greenspace, and I encourage you all to look at Jackman Park in Glenview and preserve the post office building so it could be turned into another use like a restaurant, cultural center, brewery, office space, or a museum.

Marian Cosmides from 570 Webford stated the building being proposed will make our houses look like Monopoly pieces. The new green space being proposed is not a park and is just simply a strip of grass. We do not want more density or high-rises. She mentioned that the future land use map in the 2019 Comprehensive Plan illustrates the subject property as either commercial or as townhomes. She also mentioned the Site Plan review portion of the zoning ordinance mentioning that the proposed development does not meet these items.

Wayne Boyajian from 1247 Prairie stated Des Plaines was a nice residential area with shopping, restaurants, and stores. Everything is going out the window with over population and we need more sewers not more people.

Evan Vogel from 810 Woodlawn stated he would be in support of this. However, he sympathizes with all of the residents regarding all of the traffic this will bring. He also wishes the development could contain additional stores or restaurants.

Sandra Anderson from 1320 Webford expressed concerns with the accuracy of the traffic study findings. She asked what is going to happen when the Ellinwood is complete and those units are full and then the construction on this development starts. She stated that the amount of traffic is going to be impossible and cause backups all the way across the tracks.

Chairman Szabo asked the petitioner and his team to address the public comments and questions.

Mr. Taylor stated in regards to traffic and safety we do not have any new information to present we have impartible data that has been carefully studied and tabulated. We have traffic studies from pre-pandemic and current pandemic. I don't believe we are going to go back to pre-pandemic, but that is my opinion.

Mr. Cocoran stated one of the questions was asked if our traffic projections for the apartment buildings and restaurant included service vehicles, Ubers, Amazon, etc. The answer is yes. When our traffic engineers do these surveys we count all vehicles. Again, the traffic reports include data from both pre-pandemic and current pandemic traffic conditions.

Mr. Taylor said addressed the question regarding the murals that are in the Journal and Topics building, stating that as far as we are concerned it is a privately-owned building that is not on any historic registry that we know of. We would be certainly happy to look at what the gentleman proposed as in terms of what he has as of data. But as far as the murals go if someone wants to come in at their expense and remove them I think we would need to ask the owner Todd Wessel if they would be okay with that.

Chairman Szabo stated he looked into the removal of the murals and there are two ways to do it: make a transfer or cut the whole thing out and lift it with a crane, and that would be very expensive to do so.

Mr. Taylor responded to the greenspace questions he received. Currently, there is no greenspace on the property now. In regards to the City turning the area into a public park that would be a question for city staff and the city manager and ask if there are funds available to create this public park. He mentioned that he has provided funds for park impact fees for his developments. In regards to 622 Graceland we will have roof top amenities like we have at 1425 Ellinwood, but we also wanted to put in greenery for everyone to enjoy. He also mentioned that the proposed park is not insignificant, but will be an additional space for landscaping/screening, seating area, and green space between the development and the neighborhood. He added that the park area is not required in the C-5 district pursuant to the zoning ordinance.

Mr. Taylor addressed the curb appeal comment mentioning that they have proposed a thoughtful development that is an improvement to the existing site, which currently contains older buildings and is not aesthetically pleasing.

Mr. Taylor reminded everyone the concerns about the stormwater sewer system, we will be upgrading the waste water system and the stormwater system adding a line to Laurel. By doing this it will alleviate any current issues there may be.

Mr. Taylor stated he heard a gentleman say he would like more than one restaurant on the property. It will be an addition to the neighborhood. This restaurant is built into the development budget, so there it will be ready and I don't need to go shop it around.

Mr. Taylor said he heard someone says they have noise concerns, we will be abiding by all of the city codes and regulations, federal and state. I will let you know that the standards that I do in these developments: between floors we have sound insulation that is twelve inches thick, two layers of drywall on the ceiling, and a concrete layer of jipcrete that is poured on the floor above so there is no sound transmission between the floors and then the finished floors on top of that—either hardwood or carpet. Between the units we have the two-hour fire walls, which includes the sound insulation. For the exterior windows facing the train tracks, we hire acoustical consultants that spent three days at the site and what was determined was we needed to upgrade the windows from a basic 30stc rating to a 35stc so you won't hear the train on the tracks or the bell from the train. The upgraded windows also go on the east and west side of the building as well.

Mr. Taylor stated in regards to open retail spaces and restaurants there are not enough people utilizing those shops, which results in more empty commercial spaces. The addition of high-density developments adds people that will shop local and bring those local business more prosperity by having more residents in a walkable downtown community.

Mr. Taylor addressed the traffic mitigation standards they considered regarding vehicular traffic from driving through the neighborhood on Webford mentioning that they have proposed some options, such as having the portion of Webford Avenue west of the development a one-way street going east. However, when presented to the City, it was determined that there is no guarantee that this would not necessarily prevent people from traveling through the neighborhood. He also mentioned another option to add directional signs requiring all vehicular traffic to turn left onto Webford Avenue towards Graceland Avenue, which they can enforce on their property. However, he stated that they would not be able to address vehicular movements on the public street for motorists passing by their property. He stated we have visited all of these opportunities to address people's concerns and I don't think we have left any stone unturned. I think people are in turn just dissatisfied and don't want this development to happen for various reasons either it is personal or otherwise. I truly understand that. But having said that we do meet the standards for a map amendment.

Mr. Taylor clarified that there will be no Section 8 housing in this development. It is a private development and there is no requirement to include Section 8 housing.

Chairman Szabo thanks Mr. Taylor, and asked the Attorney for the objectors to come forward and make their presentation and the cross examination.

Mark Daniel with Daniel Law Office at 17W733 Butterfield Road Oakbrook Terrace, and Larry Thompson with The Thompson Law Office PO BOX 743 Lemont, represents Phil and Ginnie Rominski at 1333 Webford Ave. as well as Jim and Denise Hansen at 1339 Webford Ave.

Mr. Daniel's client, Mr. Hansen, presented a scaled down sized model for all board members to see as Mr. Daniel presented a slide show.

Mr. Daniel began his presentation. He stated this development from a height perspective is not possible in the C3 and the R4. The C3 and the R4 are the most common in a transitional buffer zoning districts around the downtown. Mr. Daniel commented that the proposed green space in front of the parking garage along Webford Avenue cannot be classified as a park and compared the proposed development as something that could be found in Elmhurst. He also discussed the parking garage entrances mentioning that two entrances are not necessary for the size of the parking garage. The reality is there are three things that have to be accomplished at the conclusion of this hearing: a Map amendment from a C3 to a C5, a recommendation of a site plan, and the tentative plat of a subdivision.

Mr. Daniel noted that the Site Plan Review standards have not been met given the fact that the City has not been given all of the necessary information to complete one. There is a portion of the Site Plan Review completed, as noted in the staff report, but the preliminary drawings provided by the petitioner are not sufficient to meet this requirement.

Mr. Daniel stated that there is not a basis for rezoning and references the LaSalle/Sinclair Pipeline factors relating to the validity of rezoning decisions. He stated that the petitioner talks about how the proposal is the highest and best use, but has only stated part of the definition—he has left out the portion of the definition pertaining to the laws and regulations associated with this definition. He references specific points on the slide show, which is feels is not met by the proposal, pertaining to: how the rezoning impact

existing uses and zoning of nearby property; the extent to which property values are diminished by the zoning; the extent to which the destruction of property values benefits the health, safety, or general welfare of the public; the suitability of the property for the zoning proposed; the length of time the property has been vacant compared to development in the immediate vicinity of the property; and the public need for the proposed use.

Mr. Daniel noted the property is perfectly capable of use under C-3. You can go up to forty-five feet but not one hundred, not eighty-two or eighty-four. It is also important to note that on land that is less than an acre, which this is, you can have 24 dwelling units above retail and that is all under a C-3 zoning district. It would be a conditional use, but that is all under the city's code. He talked about the option for a mixed-use development at this site. He added that residents have stressed the value of the C-3 zoning and historical preservation of this property.

Mr. Daniel continued to speak about buffering and feathering. If you rezone this property to a C-5 it would be the very first transition from a C-5 to an R-1. It is not anywhere else in town and is not a natural boundary for this neighborhood. This would be the first interruption of the existing buffering between higher-scale commercial development and lower density residential. The transitions between the commercial and residential are usually rear yard to rear yard, with some corner-side yard to rear transitions across a street (logical zoning boundary), whereas Webford Avenue has a 50-foot right-of-way with 20 feet of pavement is not a natural zoning boundary.

Mr. Daniel discussed setback requirements between the proposed development and the residences. Downtown has always been viewed as the other side of Graceland and keep in mind scale is everything especially for my client's right across the street from this proposed development. He turned the audience's attention to the slide show illustrate 36 street-view shots of development along the transitional zone between the C-5 downtown development and the mostly R-4 residential development. He stated that the height of structures in relation to their surroundings, explaining that if you are closer to taller surroundings, then the buildings get taller, but if you are not closer to taller surroundings and have a taller building, then there is a ton of open space provided. He talked about how the scale of R-4 development is more reasonable when single family residential is nearby.

Mr. Daniel stated that the one-way street and cul-de-sac options considered would effectively cut off residents from the City and an entrance into the neighborhood would be lost. He added that the concerns regarding cut-through traffic have not been addressed. The construction in the area has impacted traffic to the point that motorists are utilizing Webford Avenue to get away from the construction on Graceland Avenue. It is important to keep in mind that just because you come in with impartial data your residents are coming in with their lives and observations. He mentioned that while the proposal includes the improvement of the street in front of the development, he has not been involved with a subdivision project where the public improvements are not required for the entire street.

Mr. Daniel expressed the concerns regarding the proposed loading zone within the public right-of-way, noting that between the rotation of residents moving in/moving out the proposed development, service vehicles, and other public users, there is not enough space in the proposed loading area.

There is a debate about what is downtown Des Plaines. He stated first it is not defined in the Zoning Ordinance or mapped in the 2019 plan. There is no mention of Webford as a future extension of

downtown Des Plaines, no mention of C-5 expanding, and C-3 offers no reference at all to downtown. However, R-4 is mentioned as intended for in or near downtown. He added that for marketing purposes and sale tax, the downtown area would be defined as anything 10 minutes or less from the intersection of Lee and Miner. However, this is not the downtown area for planning purposes. For parking purposes, downtown would include the existing city-owned lot that is located on the subject property. There are multiple opinions on what is part of the downtown area. However, the downtown area has never crossed Graceland Avenue and been directly abutting single family residential.

Mr. Daniel continued and stated the 2019 comprehensive plan says the mixed-use goal is specifically limited in the plan as follows, "The city should focus its efforts on expanding mixed use developments in the downtown, near Cumberland Metra Station, and along Oakton Street Corridor." This project is neither downtown, near Cumberland Station, or along Oakton Street Corridor.

Mr. Daniel expounded on an earlier point regarding residential dwellings above commercial development and the overall density involved in this proposal. He mentioned that the 24 dwelling unit regulation for C-3 mixed-use developments in the Zoning Ordinance is reasonable and much better in regard to scale of development. The lot area required for the C-3 project would still have be more than double the size of the subject property based on the unit mix proposed and the lot area per dwelling unit regulation. He argued that this development cannot be done under C-3 or R-4. He also discussed parking allocation and how the revised proposal has less parking spaces, including handicap accessible spaces, for the residents.

Mr. Daniel talked about the Business District Design Guidelines that were developed in 2005 and incorporated in the Zoning Ordinance and additional design guidelines were implemented later both apply to this development. He added that the Business District Design Guidelines cover building design but also discuss Site Plan review and that the later ordinance did not repeal the earlier ordinance.

Mr. Daniel provided a review of the project based on the Site Plan Review section of the Zoning Ordinance questioning the arrangement of structures to allow for effective use of the development, the compatibility of the development in relation to adjacent property, location of utilities/surfaces, parkway landscaping installation, arrangement of open space/landscaping, efficient use of land, site circulation, light pollution solutions, site illumination, building design in relation to regulations, and green design infrastructure including improvements such as charging spaces. Mr. Daniel continued that the public park or pocket park that Mr. Taylor has added is in an unsafe location and due to its sizes seems like it would be impossible to play ball or throw a Frisbee. The park is in between two busy parking garage driveways that lead onto Webford and is also alongside the loading zone. The landscape design only shows plantings along the entry façade and nothing is along the west foundation and is entirely concrete. We do not see a plant list, or any photometrics, or evening renderings other than street lights.

Mr. Daniel discusses the Tentative Plat of Subdivision mentioning that the current 50-foot right-of-way is insufficient for the proposed development since it does not allow for appropriate parkway space for streetscaping, such as landscaping, lighting, utilities, and pedestrian areas.

Mr. Daniel discusses the future land use map in the 2019 Comprehensive Plan stating that nothing on the map recognizes that this area should be C-5. He added that the Comprehensive Plan does not say expand mixed use development but rather specifies areas in the city for this type of development, which the subject property does is not included.

Mr. Daniel discussed another argument regarding how the project fulfills the plan's call for housing and appeal to young families, and the assertion that this C-3 property should be rezoned to allow mixed uses. I want to point out this is not a family friendly development; it has amenities like grills, a rooftop pool, outdoor lounge, outdoor and window bar, bar and restaurant, and other drinking areas inside and mainly has one bedrooms and only eleven two bedrooms.

Mr. Daniel continued that the public park or pocket park that Mr. Taylor has added is in an unsafe location and due to its sizes seems like it would be impossible to play ball or throw a Frisbee. The park is in between two busy parking garage driveways that lead onto Webford and is also alongside the loading zone. The landscape design only shows plantings along the entry façade and nothing is along the west foundation and is entirely concrete. We do not see a plant list, or any photometrics, or evening renderings other than street lights.

Mr. Daniel asked to cross-examine Maureen Mulligan.

Mr. Daniel asked if Ms. Mulligan would agree that a wider right of way would accommodate the parkway and the street trees and allow for better orientation of public utilities.

Ms. Mulligan stated she goes with the site plan that has been created and then I design the utilities around it and in my opinion I think that the way the storm sewer was specifically designed especially along Webford because it is not just our site that we are taking off the line of the combined sewer it is going to be the entire Webford right of way and road way. Mr. LaBerg and I spoke about this and that is what the City had wanted.

Mr. Daniel asked if Ms. Mulligan agrees that the location of the utilities affects the planting of street trees and the location of the side walk.

Ms. Mulligan responded that to be honest she doesn't have anything to do with the placement of that.

Mr. Daniel asked to cross-examine Mr. Taylor.

Mr. Daniel asked Mr. Taylor to show him the paperwork he used to show the designation of the property as being in the downtown.

Mr. Taylor stated it was prepared by SB Freidman on behalf of downtown Des Plaines.

Mr. Daniel asked if Mr. Freidman is a TIF consultant who handles market studies, economic development, analyst of financial and tax benefits, is that correct.

Mr. Taylor agreed.

Mr. Daniel asked if he agrees this is part of a market assessment.

Mr. Taylor agreed.

Mr. Daniel asked if Mr. Taylor has been a zoning map, a comprehensive plan exhibit, or any planning document that shows this property is in downtown.

Mr. Taylor stated he doesn't believe there is a map that says it is not in downtown.

Mr. Daniel asked if Community Economic Director Carlisle pulled the map from the market study.

Mr. Carlisle stated yes.

Mr. Daniel asked if that map was adopted into the comprehensive plan.

Mr. Taylor responded saying it is directly off of the city website titled roadmap to the future.

Mr. Daniel asked Mr. Taylor yes or no. Is there a map in there?

Mr. Taylor responded, no.

Mr. Daniel asked how much your LLC is going to pay the city for the parking lot.

Mr. Taylor stated he is not at liberty to say that.

Mr. Daniel stated the amount you are paying is part of the consideration that these volunteers should consider. So what are you paying?

Mr. Taylor stated it is a private transaction.

Mr. Daniel stated fine on the public side, what is the amount being discussed for the parking lot.

Mr. Taylor stated \$300,000 dollars.

Mr. Daniel stated so the location at Prairie and Graceland that is already zoned C5, you could build this development on that property.

Mr. Taylor stated that is two and a half acres and is at Prairie, Graceland, and Lee.

Mr. Daniel stated so that site is too much money but you would have the C5 and no one to complain about it.

Mr. Taylor stated this is absolute value, the cost of the build that you could build there is more than my capacity as an investor.

Mr. Daniel asked how much would the cost to build be.

Mr. Taylor stated over \$150,000,000 dollars.

Mr. Daniel said and you have \$170,000,000 in the pipeline?

Mr. Taylor responded I have various other developments that add up to \$170 million, but what is the point.

Mr. Daniel said he is questioning if you can afford building in the C5 area and whether or not it is a true justification for you.

Mr. Daniel stated his developments are spread out into three municipalities across the city of Chicagoland area, but I don't get how it is relevant to this development.

Mr. Daniel asked when you started to discuss the parking lot with the city, when was the first time the C5 zoning came up.

Mr. Taylor stated he has been doing this a while and directly across the street from this proposed development is another development the Ellinwood that he is the developer of, and it is zoned C5. It was pre-planning prior to the first technical review meeting where I approached city staff about purchasing the lot in addition to negotiating with the Wessel family; it has been about seven or eight months.

Mr. Daniel asked if Mr. Taylor talked to any public officials before staff.

Mr. Taylor responded, no.

Mr. Daniel when was it you first determined you could not build within the C3 zoning classification.

Mr. Taylor stated in his position it is pretty clear diligence and you look at what you need it to be in order to change it.

Mr. Daniel asked if he agrees this project could not be built in the R4.

Mr. Taylor resounded, there was some discussion and it was staffs interpretation that C5 was the best route.

Mr. Daniel asked how many employees the restaurant will have.

Mr. Taylor stated it is hard to say at this point; it is a projection.

Mr. Daniel asked what is the max per shift.

Mr. Taylor responded he is not sure.

Mr. Daniel asked if Mr. Taylor is going to run the restaurant.

Mr. Taylor stated no, a third party will.

Mr. Daniel asked what Mr. Taylor told Steve the traffic engineer regarding the number of restaurant employees.

Mr. Taylor stated they went off the guidelines of the zoning code and with staffs help we came to a determination of how many patrons based on the square footage of the restaurant space. But we took the strictest requirement guideline from the code. I also want to make a point that we are over parked for that use.

Mr. Daniel asked what the carry out window is about.

Mr. Taylor stated this is pre planning. This has not gone through the full planning of and I can tell you that it was an idea that it would make it easier and more convenient for people to pick up their food.

Mr. Daniel asked how many employees the apartments will have.

Mr. Taylor stated probably three or four that includes maintenance.

Mr. Daniel if I rent there is there designated guest parking.

Mr. Taylor stated that is not a requirement under C5, so I am not sure how it is relevant.

Mr. Daniel asked if the residents will have assigned spaces by unit number so I always have the same space.

Mr. Taylor stated, yes.

Mr. Daniel asked if there will be additional rent for a parking space.

Mr. Taylor responded, yes and I am not sure how much.

Mr. Daniel asked if he knows what his rental rates will be.

Mr. Taylor said yes, but off the top of my head I am not sure.

Member Catalano asked what the point of all this questioning is.

Member Szabo said at this point I still think there is relevant questions being asked but if it starts to get repetitive then I will ask Mr. Daniel to wrap up.

Mr. Daniel stated Mr. Taylor mentioned he has several LOIs (letter of intent) and mentioned a Target Express.

Mr. Taylor stated for what, Ellinwood is a completely separate development and I don't see how it is relevant to 622 Graceland.

Mr. Daniel asked when Mr. Taylor stated the loading zone is going to be dedicated do you mean dedicated to general loading or for anybody.

Mr. Taylor stated so in C5 we are not required to have a loading zone, the idea is this is for move in and move outs for residential, needs to have a way to effectively manage those moves. It also can be an area where delivery trucks for Amazon, FedEx, USPS, and food drivers can use that space to load in and load out. I will also provide a professional management company that will handle all of that.

Mr. Daniel asked what if I bring my big truck in the loading zone and I decide to park there and go to the pawn shop across the street.

Mr. Taylor said he is not aware of the space will be policed at this time either we will police it or the city will police it.

Chairman Szabo said he feels these questions are getting to be too hypothetical.

Mr. Daniel asked Mr. Corcoran to come back to the podium for a few quick questions. In the description of Graceland do you see a description of it being a narrow width at all?

Mr. Corcoran stated he is not sure where there is a narrow width that you are referring to.

Mr. Daniel asked if he understands that Webford has a twenty foot paved width right now.

Mr. Corcoran stated it is twenty feet and for an older neighborhood it is not uncommon.

Mr. Daniel asked if he gauge it was too narrow for this development at twenty feet.

Mr. Corcoran responded no, because it is going to be widen for the development.

Mr. Daniel stated you have had projects before that within the public right of way because of a new development, the developer has to extend or widen the paved area of a right of way even though it is not within his lot lines or frontage. Is that correct.

Mr. Corcoran responded, not necessarily.

Mr. Daniel asked again, have you had these project before?

Mr. Corcoran stated yes.

Mr. Daniel stated tell me how you took the 2018 data for traffic in the area and extrapolated it to 2022.

Mr. Corcoran said first we went out and did our own traffic counts and knowing it was in the middle of a pandemic compared them to the 2018 counts and found those higher. So the higher counts we used as the baseline for the traffic study. To then convert them to the year 2022 as well as the future year we relied on the information we received from the Chicago Metropolitan Agency for Planning, who provides growth rates for various roads within the region and as part of their mandate both on a planning level and IDOT. Since Graceland is an IDOT road we have to use that methodology. They provided the information and came up with an annual growth rate. To be conservative I used 1% a year to get to the existing conditions and used the CMAP for the future. CMAP said ½% a year and I did 1% a year from 2018 to 2022.

Mr. Daniel stated so a 1% growth rate each year. So do you agree the growth rate in this area is a bit different than the 1%.

Mr. Corcoran stated no, based on CMAP it is less.

Mr. Daniel said so you do not see a reason to adjust that percentage based on the ongoing construction and projects in the downtown area.

Mr. Corcoran said he adjusted for the projects downtown based on separate information so this was a background growth rate.

Mr. Daniel said so you applied additional growth rate above the 1% per year.

Mr. Corcoran said it's the 1% a year and that get us to the existing conditions or the baseline conditions and then for the future projections I added the ½% a year to the background and added the traffic from the Ellinwood development.

Mr. Daniel stated on the issue with the loading zone that is on the right side of the street and a truck wants to pull in but there is someone there already. Would they have to back into the space?

Mr. Corcoran stated they would have to pull right, pull in, and then correct to the left. If the truck needs to back up a little, then they back up.

Mr. Daniel said let's say I park my big truck in the loading zone and walk across the street to the pawn shop what happens to the trucks that need it for the moving. Where do they go?

Mr. Corcoran stated they will wither have to wait, use the other parallel spaces if those are available, or if they wanted to they could park and block you into that space.

Mr. Daniel said or they can just go down into the neighbored and park there.

Mr. Corcoran stated they wouldn't be able to turn around if they did that.

Mr. Daniel said this brings up a couple issues here. Why does it matter if you have gridlock at that loading zone?

Chairman Szabo said there used to be a small store that burned down, but they had parking for the pawn shop, so some of your hypotheticals don't exactly fit because there is parking for the pawn shop. It is an interesting place, but there is never more than one customer at a time. So, if we can move along please.

Mr. Daniel said you just never know who is going to park there. It can't be reserved for the particular user.

Mr. Daniel's thanked Mr. Corcoran for his time and said that is all he has for his questions.

Attorney Citron gave a closing statement. He stated I will try for everyone's sake to make this as brief as possible. What we all just heard from Mr. Daniel is opinion but is not an expert witness. Some of it might

be correct and some incorrect, but it is inappropriate to testify on those types of things because he is not an expert witness; he is also not a planner, he has been doing this for a very long time as have I.

Mr. Citron said one of the things we have is we have met the standards for rezoning as set forth within the city's ordinance. The standards that are being pointed out are from those who are challenging if they are zoned properly. But again per the city ordinance we have met all of the standards. We do not need to spell it out and say number one this is this standard and how we have met it. All of the testimony you have heard now for two very long evenings and including staff's comments and reports it's all part of that testimony and should be and I assume will be considered both positively and negatively by this commission in terms of meeting those standards.

Mr. Citron continued: Can this property be used under its existing zoning? Well, it is being used today. But is it being used to its highest use for any circumstances? That answer is no. We have a vacant building and with all due respect the Wessels' building that has about four or five people working there. Could you develop under that C3 zoning that it is today? I guess arguably you can, like all of the hypotheticals that have been put out here today, but the fact of the matter is- is the answer to that question can you develop in the C3. Yes you can, twenty-four units and that was given to use by Mr. Daniel. That's it, just twenty four units but guess what. You can't pay for the public improvements with just twenty four units. We have testimony to that. How do you develop a site that you have to widen the streets, sewer work, and storm sewer work to address issues not with our sewers but with existing sewers? We are not getting any money to do that. You also can't pay for that work with seven townhomes. So it can't be developed financially. But again physically could you design a development that would fit there with twenty four units. Absolutely you can. But financially you couldn't do it.

Mr. Citron continued does it meet the comprehensive plan. Well, I guess that is going to be up to this commission and the city council as to if we ultimately meet the plan. We believe with everything that has been put in front of you that it does meet the comprehensive plan. I am missing something on this definition of downtown. What I heard was, "all of the people I talked to" without ever telling us who they have spoken to. Now the people who we have talked to, meaning those who put the staff reports together, believes this is the downtown. Now I don't understand how Ellinwood across the street is downtown but 622 Graceland is not. So we are in the downtown.

Now is there a valid concern of this creeping incrementalism. I think that is how the Vietnam War started, and I am going back and aging myself. That this zoning would keep on going, but the answer was given by staff that every zoning case is looked at under its own set of circumstances. So a block down, would C5 be reasonable? No, I wouldn't bring a case like that in front of you. But at this location that is already zoned commercial that is across the street from a C5 district and it is large enough to support this development. It is large enough because we meet the standards. If we didn't meet the C5 standards, then you could tell me we don't meet the standards. We meet heights, setbacks, and we meet or exceed parking.

We have heard from a few people who talked about flooding that's probably caused by the combined sewers and the existing systems and plumbing that was put in many-many years ago. But on our dollar, we are fixing that. We are improving that aspect. So if the utilities are not there in accordance to the standards to serve this development we are paying to increase them. Again, a lot of money to add new sewer lines and stormwater storage. This will help not just us, but the community. So there are benefits even if people want to hear this or not.

Mr. Citron stated we have sufficient parking. It was touched on very briefly is that the current lot has thirty-eight spaces and in the plan you see in front of you as part of the site plan review in terms of that plan we are not replacing those thirty-eight spaces one to one. There is a reason why because when we got into this and looking at historical data it never was used. Not all the spaces but it was mainly used for reverse commuters. The point of this is the thirty public parking spaces will be used by the public. When staff was reviewing if we had sufficient parking we actually counted sheers to make sure we have enough. We have more parking spaces then we have apartments. There is a reason for that. One is for guests, and two is under some assumption some people in a two bedroom apartment will have more than one car. We again meet those parking standards per the code.

My argument is we have met the standards for rezoning. The property could not be developed under the existing zoning. Is the public health safety and welfare protected, yes, we meet all of the standards under the new C5 that we are seeking and that is with protecting the public's health and safety. We have enough utilities, we are not asking for more than what is allowed in the C5, and we have sufficient parking. What other externalities can there be from a development.

Mr. Citron mentioned when you talk about density, someone stated it is too dense. Why, are too many people walking on the street? Well, that is the general idea, to have those people walking to downtown; that is what this is all about. It is about generating people to go to the new theater and to go to the restaurants. So when you talk about the people, with all due respect to that neighborhood it is truly a fine neighborhood, you are not just looking at that neighborhood. You are looking at the people meaning Des Plaines.

We keep on hearing about condominiums and townhouses, but I would love to know if anyone in this room has lived in rental housing. Now I can tell you I never lived in rental housing that cost \$3,000 a month, but I have lived in rental housing. More and more people are renting, even older people, because they don't want to tie themselves down. I believe people will live here and not have a car. There is a train and grocery store and shopping. They can get what they need for the activities of daily living.

Mr. Citron station this is rezoning and is not a variation. We eliminated the variations so this is only a rezoning. It is only for the site plan and again there is going to be another level of design that is going to be looked at for the final plat. We genuinely do not do all of the engineering for final plan unless we know the project is going to be approved because of the cost that is involved in doing so. We have submitted plans, met with staff, engineering has said what he wants and where, and that is what is in the plans. The testimony is clear that we are going to improve certain of those situations.

The plat that you saw is again a preliminary plat. There will be comments made on that and changes made before it goes for final plat approval. We have done what we need to do based on the impacts of our project. We are taking care of our development in an appropriate manor. We thank you for your time and consideration. We thank staff for working with us as closely as they have to bring you this project to this level. We have attempted to make changes to the project as best as possible to provide for both our residents and ultimately to the City of Des Plaines. With that we are asking for your support for your vote approving all three of these matters. Thank you.

Chairman Szabo asked if the attorney from the objectors would like to speak.

Mr. Daniel said this whole thing hinges on inappropriate zoning. We ask that this property does not get rezoned to C5. Thank you all for your time.

Member Fowler stated there is a reason we have for zoning boundaries and we need to realize that you can't fit a square peg in a round hole.

A motion was made by Board Member Hofherr, seconded by Board Member Saletnik to close the public hearing for 622 Graceland Ave. Case number 21-052-MAP-TSUB-V.

AYES: Szabo, Veremis, Saletnik, Hofherr, Catalano, Fowler

NAYES: None

ABSTAIN: None

*****MOTION CARRIES UNANIMOUSLY ****

Chairman Szabo stated another matter was brought up by the city attorney in regards to the site plan. Here is a short statement. We have been presented with a great deal of information from both the applicant and the objectors tonight and we have seen much more detailed presentation for this development than we would normally expect at a tentative plat stage. Under recommendation of the city attorney, I am going to ask that tonight rather than our normal procedure of voting and having our findings reduced to writing after the fact that we take a vote and direct staff and the city attorney to prepare draft written findings and recommendations for us to vote on at the board's next meeting on Tuesday June 14, 2022. This will give each of us a chance to review the findings in advance and if appropriate amend the findings and recommendation before they are formally adopted by vote. This will reduce confusion and provide clarity as to what the PZB is recommending. The board's findings and recommendation can be to deny the requested relief, to approve the requested relief, or to approve the requested relief with conditions.

Chairman Szabo asked if he can have a motion to direct staff and the city attorney to prepare draft findings of fact and recommendation for our consideration at the June 14, 2022 meeting. A first motion was offered by Board Member Weaver.

City Attorney Stew Weiss stated can you specify if it is going to be a motion to recommend approval, to recommend denial, or recommended approval with conditions. The difference here is rather than just voting and then having staff reduce down what the discussion was, we would present you with draft findings to review in advance in your packets. The formal vote would be at your next meeting.

Member Fowler asked why we are doing it this way.

City Attorney Weiss said this is a process that is done in many other communities and especially given the complexity and the contentious nature, making it clear as to what you are recommending up to Council and the site plan issue as well we want to make sure we are not putting words in your mouth basically.

Member Weaver withdrew his motion.

Mr. Saletnik stated before we go any further I want to say a few things. The only other guy who has been on this board longer than I is Mr. Szabo. We used to be in the position when we begged developers to come into Des Plaines. Do I think a high-density project is warranted on this site? Yes. Do I think this site is appropriately responding to all of the local issues with the neighbors? They did a fantastic job massing the facility, providing a front to the residents across the street. To have this building on top of the dance building is a gross error. Why the dance studio was never included in the project to begin with I think is a mistake on your part. You should have offered him more money and you would have had a little more room to work with. Having a cul-de-sac of some sorts that creates a physical barrier that prevents the traffic going through Webford is the way to solve this problem. These problems need to be resolved to the point to this memo that Mr. Szabo just read, we have gone into a lot of details on a tentative plat and that level of detail normally doesn't get worked out in a tentative plat. Those details get worked out when you get into design development. This project warrants detailed design development. We are not the final say in this. We need to provide our feedback to the City Council and let the process work. I say why don't we just vote on this now and see where it goes.

Chairman Szabo said he owns three properties in shooting distance of this place so keep that into consideration when we vote. Not everyone in Des Plaines is dead set against redevelopment.

Member Fowler said no one is against redevelopment. We can keep the location C3, and develop it properly.

Member Saletnik stated there are issues with this plan but if the process works I believe those issues can be worked out. For that reason I will make a motion that we recommend the tentative plat of subdivision and the C3 to C5 rezoning. Seconded by Member Weaver.

City Attorney Stew Weiss stated we should also consider the question of the site plan review because that has been raised by the objector's attorney.

Chairman Szabo stated if this goes forward it would come back to us one more time for final.

City Attorney Weiss responded for final plat of subdivision, but not for the zoning change to C5, and so the C5 would not be conditional on final approval. Once zoning is approved, the zoning is approved. The question of site plan review is one to ensure that such development or redevelopment is done in a manner harmonious with the surrounding properties and consistent with the general welfare of the policy of the comprehensive plan. So this was why we made the initial recommendation that rather than doing on final vote on this now that is if there is a consensus either to support or deny this that you can direct us to provide draft findings for you all to review and then vote on at the next meeting.

Chairman Szabo stated so we would vote yay or nay but at our next meeting we can finalize the vote.

City Attorney Weiss stated, yes you would approve the final finding of facts and recommendation. That would incorporate consideration of the site plan, the rezoning, and the subdivision, as well.

The Board and City Attorney discussed procedural steps.

Attorney Weiss recommended unless you would like me to talk through the factors for site plan and you can recommend based on that and vote tonight if you want me to talk through those recommendations of what site plan review are.

Member Saletnik said are there things we need to be aware of.

Community Economic Development Director Carlisle stated he is the zoning administrator for the record. Site Plan review under 12-3-2 provides general purpose statements that you saw tonight in the materials; Compatibility of land uses, buildings, and structures; Protection and enhancement of community property values; Efficient use of land; Minimization of traffic, safety, and overcrowding problems; and Minimization of environmental problems. Under paragraph C. Contents of the Site Plan and then D. Standards for Site Plan Review. I would say and general counsel if you agree, it is an evaluation of this body in a general sense you believe this development could meet this criteria. Now being able to prepare a draft is there is a litany of things that need to be addressed.

Community Economic Development Director Carlisle noted my written draft finding would be that because of the scale of the development across the street, because of the mapping of the property in the downtown market assessment which is an appendix in the comprehensive plan and for those reasons the development could be considered compatible. I give that as an example because these are the things you might feel more comfortable seeing in writing considering it is so late this evening. He reviewed and explained the direction of paragraph D and stated the Board's review of the site plan standards is different from review of standards for conditional uses and variations.

Member Catalano stated he doesn't think we should prolong the meeting, force John into a corner, and we should allow this to go to the June 14, 2022 meeting. Personally, I would like to see it in writing.

Member Saletnik said if we legally need to dot the i's and cross the t's than I will withdraw my motion allowing staff to prepare all documents and dot the i's and cross the t's.

Member Fowler asked for clarity on where site plan review fits in to what the Board is voting on. Director Carlisle provided further clarification.

Chairman Szabo stated so all we will be doing prior to the June 14 meeting reading the final report and there will be no further public comment or discussion. We have heard it all. So we would just read the document and vote yay or nay.

City Attorney Weiss stated that is correct. The reason we are looking at this is in other cases a project like this may require a conditional use for a PUD or for some other type of relief and normal we are not looking at a pure rezoning at detail elevation or at detailed engineering. This rezoning though is specific to a particular type of development that if the rezoning is approved can be done by right. So we are in an interesting position of recommending to approve or deny a rezoning that would allow a very specific type of development without having to go through the conditional use or planned development. That is how it has been designed, and there is nothing wrong with that. The site plan approval process is forcing us to look at a specific development, things we normally would not if we are just rezoning a piece of land.

Member Fowler and Attorney Weiss discussed why site plan review is not in public notice.

A motion was made by Board Member Saletnik, seconded by Board Member Catalano, that Case Number 21-052-MAP-TSUB-V continue to June 14, 2022 after staff does their due diligence on the site plan review.

AYES: Szabo, Veremis, Saletnik, Hofherr, Catalano

NAYES: Fowler

ABSTAIN: None

*****MOTION CARRIES UNANIMOUSLY ****

ADJOURNMENT

The next scheduled Planning & Zoning Board meeting is Tuesday, June 14, 2022.

Chairman Szabo adjourned the meeting by voice vote at 11:56 p.m.

Sincerely,

Vanessa Wells

Vanessa Wells, Recording Secretary

cc: City Officials, Aldermen, Planning & Zoning Board, Petitioners

Case 22-014-V	1285 E. Golf	Major Variation
Case 22-018-CU	676 N. Wolf Road	Conditional Use
Case 21-052-MAP-TSUB-V	622 Graceland Avenue, 1332 and 1368 Webford Ave	
Map Amendment/Tentative Plat/Variation		
Case 22-020-CU	550 Northwest Highway	Conditional Use
Case 22-022-TA		Text Amendments



DES PLAINES PLANNING AND ZONING BOARD MEETING

June 14, 2022

DRAFT MINUTES

The Des Plaines Planning and Zoning Board held its regularly scheduled meeting on Tuesday, June 14, 2022, at 7:00 p.m. in Room 102 of the Des Plaines Civic Center.

Chairman Szabo called the meeting to order at 7:01 p.m. and read the evening's cases. Roll call was established.

PRESENT: Szabo, Veremis, Saletnik, Hofherr, Fowler, Weaver

ABSENT: Catalano

ALSO PRESENT: John Carlisle, AICP, Director of Community & Economic Development
Jonathan Stytz, AICP, Senior Planner
Legal Counsel Stewart Weiss
Vanessa Wells/Recording Secretary

A quorum was present.

APPROVAL OF MINUTES

A motion was made by Board Member Hofherr, seconded by Board Member Weaver, to approve the minutes of May 24, 2022, as presented.

AYES: Szabo, Veremis, Saletnik, Hofherr, Fowler, Weaver

NAYES: None

ABSTAIN: None

*****MOTION CARRIED *****

PUBLIC COMMENT ON NON-AGENDA ITEM

Per the Board's adopted Rules of Procedure, this period may also be used to allow public comment for an item on the agenda if a comment period will not be available for that agenda item.

Case 22-014-V	1285 E. Golf	Major Variation
Case 22-018-CU	676 N. Wolf Road	Conditional Use
Case 21-052-MAP-TSUB-V	622 Graceland Avenue, 1332 and 1368 Webford Ave	
Map Amendment/Tentative Plat/Variation		
Case 22-020-CU	550 Northwest Highway	Conditional Use
Case 22-022-TA		Text Amendments

Chairman Szabo stated that 30 minutes will be dedicated for the public to speak on the 622 Graceland Avenue petition. The comments for this case will be heard first with no public comment heard during the case.

Chairman Szabo invited anyone would like to comment or add something new from the last meeting on Case 21-052-MAP-TSUB-V.

Legal Counsel Weiss stated that testimony has been concluded; this time is for public comments that will be limited to 3 minutes each.

Janet Bar, a resident of Webford, expressed her concern that the project is a large piece of concrete with no greenspace. Along with the other recent development, the area feels congested like an alleyway.

Chris Walsh, 564 Webford, suggested that the City buy the property until a better option is available. This development does not fit the area.

Caryssa Buchholz, 797 Laurel Avenue, is not against development, but believes that the Des Plaines Zoning Ordinance lacks guidance for developers. This type of project should only be in C-5 districts, as outlined in the Comprehensive Plan, until the ordinance is more specific for what can be built in the downtown area.

David Gates, Jr., Crystal Lake, Artwork Preservationist, found U.S. Post Office documents of the guidelines for preserving the artwork.

Kevin Lucas, 943 Woodlawn, supports the project. This project is smaller than the project across the street on Ellinwood Avenue, it will produce tax revenue and offer a better view.

Evan Vogel, supports high-density housing and the added improvements.

Public Comment was closed at 7:18 p.m.

Pending Applications

1. Address: 1285 E. Golf Road

Case Number: 22-014-V

The petitioner is requesting a major variation to allow a pole sign on a property with a lot width that does not meet the minimum lot width requirements for a pole sign, and any other variations, waivers, and zoning relief as may be necessary.

PINs: 09-17-200-047-0000

Petitioner: Lou Masco, Liberty Flag & Banner, 2747 York Street, Blue Island, IL 60406

Case 22-014-V	1285 E. Golf	Major Variation
Case 22-018-CU	676 N. Wolf Road	Conditional Use
Case 21-052-MAP-TSUB-V	622 Graceland Avenue, 1332 and 1368 Webford Ave	
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Case 22-020-CU	550 Northwest Highway	Conditional Use
Case 22-022-TA		Text Amendments

Petitioner Michelle Janczak, 676 N Wolf Road, Des Plaines, 60016 was sworn in and stated the main purpose for the request is to expand the pet grooming service area, provide a lunch area for employees, and provide an office area for the business owner.

Jonathan Stytz, Senior Planner, reviewed the Staff Report.

A motion was made by Board Member Saletnik, seconded by Board Member Hofherr, to recommend approval of a conditional use amendment to allow an expansion of the existing domestic pet service use on the subject property in the C-3 General Commercial district, and any other variations, waivers, and zoning relief as may be necessary.

AYES: Szabo, Veremis, Saletnik, Hofherr, Fowler, Weaver

NAYES: None

ABSTAIN: None

*****MOTION CARRIES UNANIMOUSLY****

3. Addresses: 622 Graceland Avenue,
1332 and 1368 Webford Avenue

Case Number: 21-052-MAP-TSUB-V

The following is the staff report for the request, revised from the version used for the May 24, 2022 proceeding:

The petitioner is requesting the following items: (i) zoning map amendment to rezone the subject property from C-3 General Commercial District to C-5 Central Business District; (ii) Tentative Plat of Subdivision to consolidate three existing lots lot of record into one; (iii) zoning variation to locate off-street parking and loading in the required side yard; (iv) zoning variation to allow curb and gutter for off-street parking within 3.5 feet of the property line; (v) zoning variation to allow parking spaces next to a public sidewalk without a landscape divider strip; (vi) zoning variation to allow a parking lot with more than 10 spaces to provide landscaping not in strict accordance with Section 12-10-8: Parking Lot Landscaping; and (vii) any other variations, waivers, and zoning relief as may be necessary.

PINs: 09-17-306-036-0000; 09-17-306-038-0000; 09-17-306-040-0000

Petitioner: Joe Taylor, 622 Graceland Apartments, LLC, 202 S. Cook Street, Suite 210, Barrington, IL 60010

Owner: Wessell Holdings, LLC, 622 Graceland Avenue, Des Plaines, IL 60016;
City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

Case 22-014-V	1285 E. Golf	Major Variation
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Case 22-020-CU	550 Northwest Highway	Conditional Use
Case 22-022-TA		Text Amendments

Background: At its May 24, 2022 meeting, the PZB closed a public hearing, which began on April 12 and was continued to May 10 and May 24, regarding Petitioner 622 Graceland Apartments LLC’s Map Amendment request for the subject property. The Board is also considering a Tentative Plat of Subdivision under Title 13 of the City Code. The Petitioner withdrew their request for variations before the May 24 continuation. On May 24 the Board voted 6-1 to continue its deliberation and defer its final votes to June 14 so that staff could specifically address the various standards for Site Plan Review for the Board’s consideration. While discussion of various standards occurs throughout the staff memo and attachments, beginning on Page 15 the Board will find a “Standards for Site Plan Review” section inserted. Similar to its consideration of the findings for Map Amendments, the Board may use and adopt the Site Plan Review comments as written as its evaluation and findings, adopt with modification, or create its own.

In addition, the May 20, 2022 memo incorrectly identified the timing of Site Plan Review, which is intrinsic to Map Amendments and therefore is conducted at this time instead of at the time of building permitting. The “PZB Recommendation and Conditions” section has been edited accordingly and also clarifies guidance to the Board. Regarding attachments, Attachment 16 contains a site lighting diagram, which is part of the record from the April 12 proceeding. Attachment 17 is a submission of proposed Findings of Fact regarding Map Amendments and Site Plan Review by the opposition (Hansen and Rominski, 1339 and 1333 Webford Avenue, represented by Mark W. Daniel and Lawrence E. Thompson).

At its April 12, 2022 meeting, the PZB began a public hearing to consider the following requests: (i) a Map Amendment (rezoning) under Section 12-3-7 of the Zoning Ordinance, from the existing C-3 General Commercial District to the C-5 Central Business District; (ii) variations under 12-3-6 of the Zoning Ordinance related to location and design of off-street parking and loading; and (iii) a Tentative Plat of Subdivision to consolidate three lots of record into one (Subdivision Regulations, Title 13 of City Code). The Board heard presentation and testimony from the petitioner and members of the public. Because of substantial input received, the Board voted unanimously to continue the hearing until May 10, 2022. Between April 12 and May 10, the petitioner submitted a written request to continue the hearing to May 24 to provide additional time to undertake a number of design changes in the submittal and to accommodate staff review and preparation of materials for the continued hearing. On May 10, the hearing was opened, members of the public were afforded the opportunity to comment, and the Board ultimately voted 5-1 to continue the hearing to May 24, 2022. The petitioner has since revised various components of the submittal:

- The previously proposed 16 surface *off-street* parking spaces and one *off-street* loading space have been removed; as a result, per the revised Project Narrative the petitioner is withdrawing the request for variation. The matters for the Board’s consideration are now (i) Map Amendment and (ii) Tentative Plat of Subdivision.
- Revised plans illustrate an approximately 3,400-square-foot park/green space area directly south of the proposed parking garage. This park area, while proposed on private property, is designated on the Tentative Plat of Subdivision to be reserved for public use, to be maintained by the property owner.

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- As part of the petitioner’s required public improvements, five parallel *on-street* parking would be provided at the north curb of a newly widened segment of Webford Avenue. An on-street loading area is also shown. These are designed to augment the 179 indoor garage spaces, which are unchanged from the submittal for the initial hearing.
- The traffic study by Eriksson Engineering Associates has been updated to reflect the new circulation pattern and to provide additional data, including direct traffic counts between April 20-27, 2022.
- A knee wall was added along the south elevation intended to block potential headlights from parked vehicles in the garage from being visible from properties on the south side of Webford.
- Additional building openings and fenestration have been created along the west elevation: glazing (residential unit windows facing west) on Levels 5, 6, and 7; scrim (metal screen) at the northwest corner, wrapped around from the north elevation; and an opening for pedestrians at the southwest corner designed to provide a pathway between, for example, the building at 1330 Webford and public parking spaces in the proposed garage.
- A sun study is provided to show the shadow cast by the proposed building at different times of year.

The following report and several attachments have been updated to reflect the revised requests. For administrative consistency, the “V” remains in the case number, but variation is no longer being pursued.

Issue: To allow a proposed mixed-use residential, commercial, and parking development, the petitioner is requesting a Zoning Map Amendment and a Tentative Plat of Subdivision.

Owners: Wessell Holdings, LLC (622 Graceland, 1368 Webford) and City of Des Plaines (1332 Webford)

Petitioner: 622 Graceland Apartments, LLC (Compasspoint Development; Principal: Joe Taylor)

Case Number: 21-052-MAP-TSUB-V

PINs: 09-17-306-036-0000; 09-17-306-038-0000; 09-17-306-040-0000

Ward: #3, Alderman Sean Oskerka

Existing Zoning: C-3 General Commercial (proposed C-5 Central Business)

Existing Land Use and

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History: The principal building at 622 Graceland is currently the headquarters of the Journal & Topics newspaper. According to the Des Plaines History Center, the building was constructed as a Post Office in 1940-1941, most likely under the Works Progress Administration (WPA).
A smaller accessory building is also part of the Journal & Topics property. At 1332 Webford is a 38-space surface parking lot owned by the City of Des Plaines and used for public parking, both time-limited (14 spaces) and permit-restricted (24 spaces).

Surrounding Zoning: North: Railroad tracks; then C-3 General Commercial District
South: C-3, General Commercial / R-1 Single-Family Residential Districts
East: C-5, Central Business District
West: C-3, General Commercial District

Surrounding Land Use: North: Union Pacific Railroad (Metra UP-Northwest Line); then a pharmacy
South: Commercial building (850 Graceland), United Methodist Church parking lot, single-family detached home in commercial district (1347 Webford), single-family detached homes in residential district (1333 and 1339 Webford)
East: Mixed-use residential and commercial (Bayview-Compasspoint project under construction at 1425 Ellinwood)
West: Commercial building (1330 Webford), followed by multiple-family dwelling (1328 Webford)

Street Classification: Graceland Avenue is an arterial, and Webford Avenue is a local roadway.

Project Summary: Overall

Petitioner 622 Graceland Apartments LLC (Joe Taylor, Compasspoint Development) proposes a full redevelopment of a just-less-than-one-acre zoning lot (43,500 square feet) at the northwest corner of Graceland Avenue and Webford Avenue. The proposed project would be a mix of residential and commercial space with indoor and outdoor parking. A proposed 82-foot-tall building would contain 131 multiple-family dwelling units – 17 studios, 103 one-bedrooms, and 11 two-bedrooms – on the third through seventh floors. Approximately 2,800 net square feet of an open-to-the-public restaurant and lounge would occupy portions of the first (ground) and second floors. Proposed resident amenities are a coworking office space, a fitness area, lounges and meeting rooms, a club room with bar, a

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multimedia/game lounge, a dog run and dog wash, indoor bike parking, and an outdoor swimming pool and recreation deck. The proposed building in all is approximately 187,000 square feet.

The project includes a 179-space indoor parking garage. These 179 spaces are intended to fulfill the *off-street* parking minimum requirements for the residential units and the restaurant-lounge (154 spaces), as well as create a supply of public parking to partially replace the current 1332 Webford public lot. The segment of Webford alongside the subject property is proposed to widen to a general distance of 28 feet from curb to curb within existing public right-of-way, except for an area where on-street parallel parking is proposed, in which case the curb-to-curb area is 35 feet: 28 feet for the two-way traffic lanes and 7 feet for parking spaces. The total of off-street and on-street parking proposed is 184 spaces, with an on-street loading area. With the consent of the property owners, the petitioner is seeking zoning and subdivision approvals.

Request Summary:

Map Amendment

To accommodate the multiple-family dwelling use above the first floor, as well the proposed building's desired bulk and scale, the petitioner is seeking a Map Amendment (rezoning) from the C-3 General Commercial District to the C-5 Central Business District. C-5 zoning exists on the east side of Graceland but currently is not present west of Graceland. The zoning change is essential for project feasibility, so the staff review of the project is based on C-5 allowances and requirements. Table 1 compares selected use requirements, and Table 2 compares bulk requirements, each focusing on what the petitioner is proposing as well as how the districts differ in what is allowed at the subject property. The C-3 district is generally more permissive from a *use* standpoint, and the C-5 district is more permissive from a *bulk* standpoint.

Table 1. Use Regulations Comparison, Excerpt from Section 12-7-3.K

Use	C-3	C-5
Car wash	C	--
Center, Childcare	C	C ¹⁰
Center, Adult Day Service	C	C ¹⁰
Commercial Outdoor Recreation	C	--
Commercial Shopping Center	P	--
Consumer Lender	C	--
Convenience Mart Fueling Station	C ⁴	--

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Domestic Pet Service	C ^{11,12}	--
Dwellings, Multiple-Family	--	P³
Leasing/Rental Agents, Equipment	C	--
Motor Vehicle Sales	C ⁵	--
Government Facility	--	P
Radio Transmitting Towers, Public Broadcasting	C	--
Restaurants (Class A and Class B)	P	P
Taverns and Lounges	P	P
Offices	P	P
Hotels	P	P

P = Permitted Use; C = Conditional Use required; -- = Not possible in the district at subject property

Notes:

- 3. When above the first floor only.
- 4. On sites of 20,000 square feet or more.
- 5. On sites of 25,000 square feet or more. For proposed sites of less than 25,000 square feet but more than 22,000 square feet, the City Council may consider additional factors, including, but not limited to, traffic, economic and other conditions of the area, or proposed business and site plan issues in considering whether to grant a conditional use for a used car business of less than 25,000 square feet but more than 22,000 square feet.
- 10. Except on Miner Street, Ellinwood Street or Lee Street.
- 11. Outdoor kennels are not allowed.
- 12. Outdoor runs are allowed.

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Table 2. Bulk Regulations Comparison, Excerpt from Section 12-7-3.L

Bulk Control	C-3	C-5
Maximum Height	45 feet	100 feet
Minimum Front Yard¹ -Adjacent Residential: -Adjacent Other:	-Setback of Adjacent Residential district -5 feet	-Setback of Adjacent Residential district -Not applicable
Minimum Side Yard -Adjacent Residential: -Adjacent Other:	-Setback of Adjacent Residential district -5 feet if abutting street	-Setback of Adjacent Residential district -5 feet if abutting street
Minimum Rear Yard -Adjacent Residential: -Adjacent Other:	-25 feet or 20% of lot depth, whichever is less -5 feet if abutting street	-25 feet or 20% of lot depth, whichever is less -Not applicable

Notes:

1. With respect to front yard setbacks, "adjacent residential" shall mean when at least 80 percent of the opposing block frontage is residential.

Height Implications

Amending the zoning to C-5 allows for a building up to 100 feet in height. In the public hearing and other proceedings, some public comment has questioned whether the City of Des Plaines Fire Department is capable of adequately serving a proposed 82-foot-tall building at this property. Attached to this report is a memo from the Fire Chief. The memo outlines how Fire staff have consulted with the petitioner as the concept was being designed, how this project would compare to others already built in Des Plaines, and that a 100-foot aerial tower ladder truck is available. From the final paragraph of the memo: "The Fire Department does not have any specific concerns related to the project other than to maintain the standards of construction as well as required fire alarm and sprinkler/standpipe systems." The proposed

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construction would be reviewed according to all adopted international building and life safety (i.e. fire) codes before a building permit would be issued, and ongoing inspections of the Building Division would be required during construction before occupancy.

The petitioner’s proposed building footprint is based on the C-5 minimum yard requirements. The Graceland lot line is the front lot line, and the Webford lot line is a side lot line. For the 290 feet of the site’s Webford frontage, much of the opposing block is a commercial district, so for this portion, the minimum required yard under C-5 is five feet. For the westernmost portion of the frontage, where the opposing block is zoned residential, the minimum required yard would be 25 feet. The definition of “yard” in Section 12-13-3 establishes that a yard “...extends *along* a lot line and *at right angles* to such lot line...” Under C-5 zoning, there would not be a required yard along the Graceland/front lot line, nor along the rear lot line – which borders 1330 Webford (“The Dance Building”) – nor along the north/side lot line, which borders the railroad tracks. The required yards exist only from the Webford (south) lot line and are shown in an attached map.

Minimum Floor Area Per Dwelling

The C-5 district regulates density by minimum floor area per unit. The floor plans as part of the submittal show the smallest of the studio/efficiency units at 535 square feet, which would comply with the minimum requirement of Section 12-7-3.H. The smallest one-bedroom would be 694 square feet, which exceeds the minimum 620. With 103 units, the one-bedroom type is by far the most common in the building program, with square footages in the 700s; some are as large as 891. Ranging from 1,079 to 1,128 square feet, the two-bedroom units are well in excess of the minimum 780.

Table 3. Multiple-Family Dwelling Units in the C-5 District

Number of Bedrooms	Minimum Floor Area (Square Feet)
Efficiency dwelling unit (studio)	535
One-bedroom unit	620
Two-bedroom unit	780

Commercial Use: Restaurant-Lounge

At the southeast corner of the building, the petitioner is proposing a bi-level restaurant-lounge, which has access to the public street on the first/ground floor and a second floor that opens to the first. Both restaurants and lounges are permitted in C-5, but the petitioner has described this use as one combined business. Therefore, staff has reviewed based on requirements for a Class A (primarily sit-down) Restaurant. However, note that a walk-up service window is illustrated, as is outdoor seating in the right-of-way. Both of these elements are logical considering the effect

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of the COVID-19 pandemic on the restaurant business, as they allow for diversified service and revenue. The outdoor seating area has been enlarged in the revised submittal.

The floor plan indicates a kitchen and multiple bar seating areas, as well as different styles of tables and chairs, with the second-floor labeled as a “speakeasy,” giving a glimpse of the envisioned concept. The first floor is demarcated to separate the proposed restaurant area from the first-floor lobby for the residential portion of the development.

Required Off-Street Parking, Public Parking

To fulfill required off-street parking, the petitioner’s submittal is designed with C-5 off-street parking requirements in mind. Generally speaking, C-5 has more permissive ratios than other districts. These reduced requirements are laid out in Section 12-7-3.H.6. (Supplemental Parking Requirements) and reflect that downtown Des Plaines is the densest portion of the City, being well served by sidewalks, bike infrastructure, and public transportation (buses and rail). This leads to a reduced need for parking than in other portions of Des Plaines. The following table lists the uses subject to off-street parking requirement shows the pertinent ratios under C-5 zoning.

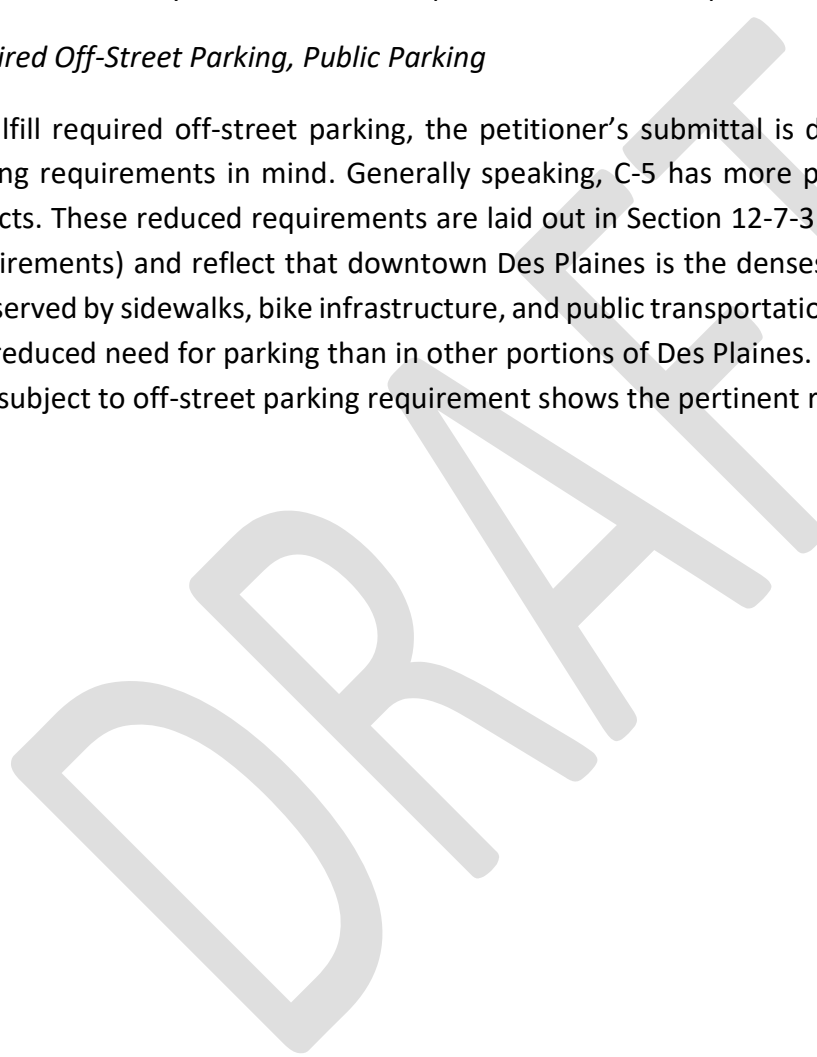


Table 4. Parking Requirements for the Uses Proposed Under C-5 Rules

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Use	General Ratio	Required
Efficiency and one-bedroom	One space per unit	120 spaces
Two-bedroom	1.5 spaces per unit	(16.5, rounded to 17 spaces)
Restaurant (Class A)	One space for every 100 sq. ft. of net floor area ¹ or one space for every four seats ² , whichever is greater, plus one space for every three employees ³	17 spaces
Total	-	154 spaces

Exclusive of meeting the minimum off-street parking, the project is also designed to partially replace the existing supply of 38 public spaces at 1332 Webford. Of the 179 proposed off-street garage spaces, there is a surplus of 25 over the minimum zoning requirement. There are also five newly proposed on-street spaces, with one on-street loading space (a designated loading space or area is not required for the development under the Zoning Ordinance, but the petitioner proposes to have a designated area adjacent to the on-street parking.)

Although including public parking spaces in the project would not be specifically required by the Zoning Ordinance under C-5, the petitioner nonetheless must acquire 1332 Webford from the City to accommodate the project. As part of the terms of a sale, the petitioner would accept a requirement to provide public parking on their property. The ongoing development would then be responsible for maintaining the public parking spaces. A requirement that the spaces be reserved for public use would be recorded against the property. The decision to sell 1332 Webford to the petitioner rests solely with the City Council.

Circulation, Mobility, and Traffic

The petitioner has submitted a revised traffic study and report, dated May 11, 2022 and prepared by Eriksson Engineering Associates, Ltd. The report is updated from the initial version of February 22, 2022, and factors in the petitioner’s new proposal for on-street parked vehicles along the Webford frontage. In addition, the revised report is based not only on modeling, projections, and secondary⁴ data collection

¹ The first 2,500 square feet may be deducted in the C-5 district.

² Fifty-six seats are shown in the floor plan.

³ Nine employees working at a given time in the restaurant/lounge are used as an estimate.

⁴ The engineer referenced Average Annual Daily Traffic (AADT) data, which is made available by the Illinois

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but also on direct counts that occurred between Wednesday, April 20, 2022, and Wednesday, April 27, 2022 at multiple different locations in the vicinity. Tables showing the traffic volumes at peak hour is on Pages 17-19 of the report.

As with the original report, the study considers the volume/trips and circulation of individual automobiles, public transportation, and non-motorized (i.e. bike and pedestrian) transportation. The report contains data on the existing conditions and the proposed development, and assesses the capacity of the streets in the adjacent vicinity, using Year 2028 as a benchmark. (Traffic reports typically project to a couple of years after anticipated full occupancy.) Further, the study references and considers the anticipated traffic to be generated by the under-construction development at 1425 Ellinwood Avenue.

The report draws from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. ITE data are viewed nationally as the urban planning and traffic engineering standard for evaluating how much automobile traffic certain types of uses will generate. The study identifies the uses intended by the petitioner: apartments, restaurant, and lounge. Based on a morning peak hour of 7:15-8:15 a.m. and an afternoon peak hour of 4:30-5:30 p.m. (corrected from the initial report), the study projects 45 total in-and-out automobile movements during a.m. peak and 63 during p.m. peak hour (see Page 8 of the report).

Based on the revised proposed site plan, which includes two driveways perpendicular to Webford that would allow two-way in-and-out traffic from the garage, the study estimates that only 5 percent of inbound and 5 percent of outbound traffic would use the portion of Webford west of the proposed development (i.e. into the residential neighborhood to the west). Unlike the previous submittal, which showed 90-degree perpendicular off-street spaces, on-street parallel (“zero-degree”) spaces are proposed. This alignment will inherently orient parked vehicles to travel west after leaving the development; however, in the attached memo City Engineering takes no issue with the revised traffic report. The City’s engineers believe that 10 percent of inbound and outbound traffic may be more realistic than 5 percent, but the bottom-line difference to the number of automobile movements is quite small in their opinion: “a vehicle or two to the westbound peak hours,” according to the memo.

Webford is still proposed to be widened to 28 feet from curb to curb for the frontage of the development, with approximately 140 linear feet having a curb-to-curb width of 35 feet to accommodate the proposed on-street parking and loading. The existing, narrower width would be retained for Webford west of the property, which should provide a visual cue that Webford west of the development is a local, residential street. An excerpt of the revised report, excluding appendices, is an attachment to this packet⁵. The following conclusions appear on Page 20 of the report: 1. The street network can accommodate the additional traffic from the proposed project and future traffic growth; 2.) The location of the site and the availability of public transportation, walking, and biking will minimize the volume of vehicular traffic

Department of Transportation. Accessible at:
<https://www.gettingaroundillinois.com/Traffic%20Counts/index.html>.

⁵ The full study is available at desplaines.org/gracelandwebford.

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generated by the site; and 3.) Access from Webford will have two driveways with one inbound and one outbound lane under stop sign control, and can handle the projected volumes. More discussion of the proposed Webford-segment widening is contained under review of the Tentative Plat of Subdivision.

Building Design Review

Since the initial submittal, the petitioner has adjusted various elevations to address input from the initial public hearing, and has added a sun study that illustrates the shadow to be cast on both December 21 and June 21. These adjustments and additions are summarized under “Update” on Pages 1 and 2 of this report. Nonetheless, the Building Design Review requirements under Section 12-3-11 of the Zoning Ordinance will apply. Although Table 1 of the Section lists approved material types for residential buildings and commercial buildings, it does not directly address a mixed-use building or a parking garage. Therefore, staff would consider the first two floors of the building to be subject to the commercial requirements, with Floors 3 through 7 subject to the multifamily residential requirements.

Regarding the first two floors, the submitted plans show a principal entrance on the front of the building, facing Graceland (east elevation). The proposed materials palette consists of a large amount of glazing (glass) on the Graceland elevation, framed by gray brick and accented by other permissible materials such as metal panels. The non-garage portion of the Webford (south) elevation – where the restaurant and lounge would be located – consists of these same elements and ample glazing. The garage portion of the Webford (south) façade is framed by concrete with scrim (screening). Both glass and screen can be considered as windows/opening to satisfy the blank wall limitations on street-facing facades, provided the openings are transparent. Renderings show decorative ivy grown onto the garage scrim. Ivy is not a prohibited wall material, but the ivy areas would inherently reduce the amount of transparency. The blank wall requirements specify that no greater than 30 percent of a total street-facing façade, and no more than a 15-foot horizontal distance, may be non-transparent.

The petitioner is not requesting relief from the Building Design Review requirements at this time. Complete Building Design Review approval, which may be granted by the Zoning Administrator per the process outlined in Section 12-3-11, must occur before issuance of a building permit.

Tentative Plat of Subdivision

Request Summary: To allow for the sale of multiple zoning lots, formally consolidating them into one lot via the subdivision process (Title 13) is required. The Tentative Plat, titled Tentative Plat of Graceland-Webford Subdivision, shows the following easements and building lines: (i) a recorded 20-foot building line near the southern property line; (ii) a five-foot public sidewalk easement near the southern property line—relocated from the initial submittal to accommodate the new design; (iii) a 25-foot building setback line along Webford Avenue for the portion of the property adjacent to a residential district; (iv) a five-foot building setback line along Webford Avenue for the portion of property adjacent to a commercial district; (v) a five-foot easement for underground utilities along the north lot line; and (vi) an approximately 3,400-

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square-foot (not including the sidewalk easement) shaded area that is reserved for passive open space, open to the public but maintained by owner subject to restrictive covenant/easement.

Green Space for Public Use

The revised landscape plan and renderings, both attached, show a green space area with light or passive recreation such as seating amid ample plantings and trees. Plantings abutting the base of the building could serve as the required foundation landscaping. The Board may wish to ask the petitioner to explain why they chose to amend their submittal and replace the 16 off-street parking spaces with a “public park” instead. If the City Council ultimately approves the required entitlements, the City’s General Counsel would advise on the best legal instrument(s) to ensure area is permanently reserved for public use while maintained by the property owner.

Subdivision Process, Required Public Improvements

Although the petitioner’s request is for a Tentative Plat only at this time, the Board and public may benefit from understanding the requirements of a Final Plat, which is the second step in the Subdivision approval process. Prior to any permitting, a Final Plat of Subdivision would be required. The steps for Final Plat are articulated in Sections 13-2-4 through 13-2-8 of the Subdivision Regulations. In summary, the Final Plat submittal requires engineering plans that must be approved by the City Engineer, in particular a grading and stormwater management plan. Ultimately a permit from the Metropolitan Water Reclamation District (MWRD) will be required for construction. Tentative Plat approval does not require submittal of engineering plans. Regardless, the Department of Public Works and Engineering has provided a revised memo (attached) based on the latest submittal and some public inquiries and comments to this point.

Under 13-3 of the Subdivision Regulations, City Engineering will require the aforementioned widening of the segment of Webford. Resurfacing/reconstruction would be required based on the determination of Engineering. The sidewalk streetscaping (e.g. paver style) would be required to match the downtown aesthetic, which is already present along the Graceland side of the site; under the proposal, this style would be extended around the corner and onto the Webford sidewalk. The developer would be responsible for installing new or replacing existing streetscaping. Certain underground infrastructure, such as water mains and sewers, would be required to be replaced and installed to the standards required by the Public Works and Engineering Department. Of note, the property is currently served by a combined storm and wastewater system, and the developer would be required to separate them into two different systems, which should improve storm drainage capacity for the 1300 block of Webford. Any the above-mentioned public improvements would be required to be secured by a performance guaranty, which allows the City to complete the required improvements if necessary.

Water Pressure

In prior public comment, the issue of this specific development and multifamily/mixed-use development in general affecting water pressure in the area was raised. From the attached Engineering memo: “In

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connection with a public comment on April 4, we obtained an evening-peak static water pressure in the 600 block of Parsons Street. The reading of 44 psi is consistent with our historical pressure reads in the area of Graceland / Prairie. This pressure is sufficient for the development; the building will have its own booster pump for domestic and fire supplies. The fire line should be connected to the existing 12-inch water main along the east side of Graceland Avenue.”

Since the initial hearing on April 12, Pace Suburban Bus commented to the City that the widening of Webford affects the intersection curb radii and shortens the current bus stop in front of the Journal and Topics building for Routes 226, 230, and 250. For this reason, they recommend the bus stop be relocated to the southwest corner of Prairie and Graceland. Staff agrees with this recommendation and would envision creating a concrete pad for the new stop in the new location large enough to accommodate a shelter, which would be an enhancement over the existing flag stop.

Alignment with the 2019 Comprehensive Plan

The PZB may find the following excerpts and analysis useful in determining the extent to which the proposed project and requests align with the Comprehensive Plan.

- *Under Overarching Principles:*
 - “Expand Mixed-Use Development” is the first listed principle. It is a central theme of the plan.
 - “Preserve Historic Buildings” is also a principle. The First Congregational United Church of Christ (766 Graceland), Willows Academy (1015 Rose Avenue), and the former Des Plaines National Bank / Huntington Bank (678 Lee Street) are specifically listed. However, 622 Graceland is not listed.

The Executive Director of the History Center has expressed interest in two components of the existing building: (i) the exterior ironwork on the front façade and (ii) the cornerstone. Incorporating these elements into the new structure would be encouraged, but the History Center could also potentially acquire these elements and install them at their properties on Pearson Street. The Center is not interested in collecting or preservation of the existing interior murals.

- *Under Land Use & Development:*
 - The Future Land Use Plan illustrates the property as commercial. While the proposal is not strictly commercial, the proposed zoning is a commercial district (C-5). The proposed project is certainly more pronounced in its residential footprint than its commercial. However, the decision makers may consider that supporting a desirable commercial use, like a restaurant-lounge, requires an inherent market of potential customers (i.e. residential households).
 - Further in this chapter: “The Land Use Plan supports the development of high-quality multifamily housing located in denser areas near multi-modal facilities such as the

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Downtown. New multifamily housing should be encouraged as a complement to desired future commercial development in the area and incorporated as mixed-use buildings when possible” (p. 12).

- *Under Housing:*
 - Recommendation 4.2 calls for housing that would appeal to “young families,” which could include households that have, for example, a small child: “...The City should revisit its current zone classifications and add a new zone exclusively for mixed-use development or amend existing regulations to allow for mixed uses. Focus should be placed on commercial areas zoned C-1, C-2, and **C-3**, for potential sites for mixed-use development” (p. 32).

- *Under Downtown:*
 - The Vision Statement is “Downtown Des Plaines will be a vibrant destination with a variety of restaurant, entertainment, retail, and housing options....” (p. 69). Directly below that statement is the following: “The community desires expanded retail and dining options in Downtown Des Plaines, which can be supported by higher housing density for greater purchasing power.”
 - Recommendation 8.2 is to enhance the streetscape, which would be required for the proposed project along Webford Avenue, where the downtown streetscape is not currently present (p. 70).
 - Recommendation 8.11 states: “Des Plaines should continue to promote higher density development in the Downtown ... complemented by design standards and streetscaping elements that contribute to a vibrant, pedestrian-friendly environment” (p. 74).
 - Recommendation 8.12 calls for pursuing the development of new multifamily buildings, specifically apartments and townhomes: “Market analysis suggests that there is support for an increase in multifamily rental housing and owner-occupied townhomes. Access to transit, freeway connectivity, walkability, and commercial and recreational amenities are all driving market demands for additional housing in the Downtown.... Within Downtown Des Plaines there is an estimated 15.8 acres of land that is either vacant or underutilized (typically having small building footprints and large surface parking lots) that could be developed over the next 10 years.... It is estimated that these sites could accommodate between 475 and 625 new residential units if developed at densities similar to recent developments in the Downtown” (p. 74-75).
 - The same recommendation also states, however: “While the market is prime for new development, the City of Des Plaines should approach new dense housing responsibly to ensure that new developments do not lose their resale value, are not contributing to

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further traffic congestion, that the City’s emergency services (particularly fire, ambulance, and police) have the capacity to serve them.”

- *Under Appendix A4: Market Assessment⁶:*
 - The study area included the subject property and specifically marked it as one of five properties identified as a “likely development site over the next 10 years” (p. 20).
 - The projected demand of 475-625 units was in addition to any units “proposed or under construction” at the time of publication. Both “The Ellison”/Opus at 1555 Ellinwood (113 units) and Bayview-Compasspoint at 1425 Ellinwood (212 units) were under construction at this time.

Implications on Property Tax Revenue, Schools (Estimates)

The existing parcels had a combined tax bill of \$67,215.76 in Tax Year 2020 (Calendar Year 2021). To estimate the potential taxes generated by the petitioner’s proposed development, consider the mixed-use project by Opus (“The Ellison”), which was completed in 2019 and has now been occupied and is fully assessed. It has a comparable number of units to what is proposed at the subject property. The 1555 Ellinwood property (PIN: 09-17-421-041-0000) generated \$580,739.91 in Tax Year 2020. The difference is more than \$500,000. Although the City receives only a small share (approximately 11 to 12 percent) of the tax bill, partners such as school districts stand to receive a greater amount of tax revenue if the development is approved and built. Further, based on the housing unit mix proposed – studios, one-bedroom, and two-bedroom apartments – an estimated total number of school children generated from all 131 units would be 13⁷. An estimated 10 of these would be preschool-to-elementary-aged students.

Findings of Fact: Map Amendment

The request is reviewed below in terms of the Findings of Fact contained in Section 12-3-7 of the Zoning Ordinance. The Board may use comments below as its rationale for recommending Findings of Fact, or the Members may adopt their own, in which case space is provided for the Board’s convenience. See also the petitioner’s responses to standards (Attachment 3) and/or the opposition submission (Attachment 17).

A. 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:

⁶ Downtown Des Plaines Market Assessment (2018, March 29). S.B. Friedman, Goodman Williams Group Real Estate Research. Accessible at https://www.cmap.illinois.gov/documents/10180/0/Downtown+Market+Assessment_May+2018.pdf/92420bd0-0f5e-d684-4a71-bd91456b7e44.

⁷ Source: Illinois School Consulting Service/Associated Municipal Consultants Inc. Accessed at <https://dekalbcounty.org/wp-content/uploads/2018/12/cd-zoning-table-population.pdf>.

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Comment: The current Comprehensive Plan, adopted in 2019, appears to be supportive of rezoning the site from C-3 to C-5. C-5 on this site is permissive of mixed-use residential-commercial development, while C-3 is not. In particular, the economic benefit of bringing additional household spending power to downtown creates additional market demand for the desired retail and restaurants—and notably a restaurant/lounge is proposed by the petitioner.

PZB Additions or Modifications (if necessary): None.

B. The proposed amendment is compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property:

Comment: C-5 zoning is present directly across the street, where a building of similar scale to what is proposed is being constructed. The downtown train/bus station is a short walk away.

While R-1 zoning is also close to the proposed site, and the desirable “Silk Stocking” residential neighborhood lies to the west, note that a C-3 property would still exist at 1330 Webford, and there is an R-4 residential property at 1328 Webford. On the north side of the street, these could still serve as a transition into the primarily single-family neighborhood.

PZB Additions or Modifications (if necessary): None.

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C. The proposed amendment is appropriate considering the adequacy of public facilities and services available to this subject property:

Comment: Public transportation is either directly adjacent or within a short walk. In addition to Metra station access, the site has excellent access to the future Pace PULSE Arterial Rapid Transit route, which will stop at the Des Plaines Metra station and provide service to O’Hare Airport that is faster and more desirable than the current Route 250. For that reason, housing units at this property might be desirable not only to the frequent commuter but also to the frequent flier.

The Fire Prevention Bureau has reviewed the project and signaled that the required fire code access (i.e. reach of a fire engine) would comply, in particular because a new construction C-5 building will almost certainly need to be fully sprinklered. Neither Police nor Public Works have expressed concerns about an inability to serve the site, even with denser development. Its central location is beneficial for service response.

PZB Additions or Modifications (if necessary): None.

D. The proposed amendment will have an adverse effect on the value of properties throughout the jurisdiction:

Comment: “Throughout the jurisdiction” is the key measurement. Adding this investment to downtown Des Plaines is likely to raise the profile of Des Plaines overall, making it a more desirable place to live and invest. The impact on immediately adjacent properties, particularly single-family, is unknown but it is important to note that even single-family homebuyers may place a premium on being able to walk to an additional amenity – specifically a restaurant-lounge – at the end of their street, which the C-5 zoning change would support.

PZB Additions or Modifications (if necessary): None.

E. The proposed amendment reflects responsible standards for development and growth:

Comment: While certainly the scale of C-5/downtown Des Plaines would not be expanded all through the City, for this particular site – given its identification in the market assessment appendix of the Comprehensive Plan – it would be responsible in staff’s view to enable it to its highest and best use.

PZB Additions or Modifications (if necessary): None.

Standards for Site Plan Review:

Pursuant to Section 12-3-7.D.2. of the Zoning Ordinance, staff (zoning administrator) should conduct a Site Plan Review as set forth in Section 12-3-2 and forward a written report and recommendations to the

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Board. The purpose of the Site Plan review process is to examine and consider whether a proposed development furthers or satisfies the following general goals:

1. Compatibility of land uses, buildings, and structures;
2. Protection and enhancement of community property values;
3. Efficient use of land;
4. Minimization of traffic, safety, and overcrowding problems; and
5. Minimization of environmental problems.

Although the main narrative of this CED Memo, as well as Attachment 14 (Engineering Memo) and Attachment 15 (Fire Memo) review various site plan standards and issues, this section compiles and summarizes the issues germane to Site Plan Review to assist the Board in making specific written findings. The PZB may adopt staff's comments as presented or make any additions or changes, with space provided for the Board's convenience. The Board may also see Attachment 17.

Section 12-3-2.D. "Standards for Site Plan Review" states: "[i]n reviewing site plans, the zoning administrator or other city body or official *may* evaluate the following characteristics:"

1. **Arrangement of Structures on Site:** The arrangement of the structures on the site with respect to how well it:
 - a. Allows for the effective use of the proposed development;
 - b. Allows for the efficient use of the land;
 - c. Is compatible with development on adjacent property; and
 - d. Considers off site utilities and services and minimizes potential impacts on existing or planned municipal services, utilities, and infrastructure.

Comment: As stated on Pages 11-12, petitioner plans to construct a mixed-use development that provides a supply of multifamily residential units as well as a desirable commercial use. The site is centrally located and highly visible.

Regarding compatibility with adjacent properties, as discussed on Page 13 under the Findings of Fact for Map Amendments, the site is across Graceland from a building of similar height. A smaller mixed-use building (1330 Webford, "The Dance Building") and a multifamily building (1328 Webford) would serve as a transition to less dense uses on the north side of the street. On the south side of the street, there are smaller buildings and less intense uses, notably the R-1-zoned single-family detached homes across Webford from the western portion of the proposed development. However, the C-5 minimum yard area (i.e. setback) and the planned green space and plantings would to provide some physical distance and softening between the uses/structures. See also the sun study provided by the petitioner (Attachment 7) that illustrates the shadow to be cast by the building and its direction based on times of year.

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Attachments 14 (Engineering Memo) and 15 (Fire Memo) express a staff opinion that utilities, services, and infrastructure would either be unaffected or improved by the proposed development, in particular because of required public improvements such as the construction of upgraded and separated storm and sanitary sewers that would not only serve the proposed development but also surrounding properties.

PZB Additions or Modifications (if necessary): None.

2. **Open Space and Landscaping:** The arrangement of open space and landscape improvements on the site with respect to how well it:

- a. Creates a desirable and functional environment for patrons, pedestrians, and occupants;
- b. Preserves unique natural resources where possible; and
- c. Respects desirable natural resources on adjacent sites.

Comment: As described in Page 10 of the CED staff memo, the proposed development includes an approximately 3,400-square-foot green space, as well as building foundation plantings. Attachment 11 shows the landscape plan including shade trees in the public-access green space area and a mix of deciduous and evergreen shrubbery on the southern side of the site. Six new parkway/right-of-way trees are depicted in the landscape plan, with a note that all plantings would comply with the City's standards for parkway plantings. Staff Photos (Attachment 2) of the subject property show an existing site that is largely covered with impervious surface, including surface parking areas. Therefore, the development may be an improvement on the existing site in terms of intentionally planned open space and landscaping.

PZB Additions or Modifications (if necessary): None.

3. **Site Circulation and Traffic Safety:** Circulation systems with respect to how well they:

- a. Provide adequate and safe access to the site;
- b. Minimize potentially dangerous traffic movements;
- c. Separate pedestrian and auto circulation insofar as practical; and
- d. Minimize curb cuts.

Comment: Attachment 13 (Traffic Study) includes conclusions that "[t]he location of the site and the availability of public transportation, walking and biking will minimize the volume of vehicular traffic generated by the site," and "[a]ccess to the site from Webford Avenue will have two driveways with one inbound and one outbound lane under stop sign control and can handle the projected traffic volumes." In Attachment 14 (Engineering Memo), staff concurs with the traffic study's conclusions, conditioned upon the addition of supplemental safety improvements such as a pedestrian warning system.

PZB Additions or Modifications (if necessary): None.

4. **Parking and Screening:** Parking lots or garages with respect to how well they:

- a. Are located, designed, and screened to minimize adverse visual impacts on adjacent properties; and

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- b. Provide perimeter parking lot screening and internal landscaped islands as required by chapter 10, "Landscaping And Screening", of this title.

Comment: As described on Pages 2 and 9, the garage elevations contain an architectural element to block headlight glare emanating from the south elevation and while balancing architectural openings/transparency (metal scrim) with ivy to soften the wall. The north façade of the garage, facing the railroad tracks, is also rendered with ivy (Attachment 8). An opening into the first floor of the garage for pedestrians, with the 1330 Webford property in mind, is shown on the west elevation.

PZB Additions or Modifications (if necessary): None.

- 5. **Landscaping:** Landscaping design with respect to how well it:
 - a. Creates a logical transition to adjoining lots and developments;
 - b. Screens incompatible uses;
 - c. Minimizes the visual impact of the development on adjacent sites and roadways; and
 - d. Utilizes native plant materials selected to withstand the microclimate of the city and individual site microclimates.

Comment: Based on Attachment 11 and Page 10 of this memo, the petitioner’s plan includes an approximately 3,400-square-foot green space on the Webford/south side, including evenly-spaced shade trees, as well as building foundation plantings. Attachment 11 categorizes the plantings as shade trees, ornamental trees, deciduous shrubs, evergreen shrubs, perennials, and groundcover. Specific species are not listed, so nativity is unable to be evaluated. Nonetheless, overall the landscape design would allow the building to blend in to the downtown streetscape while using the green space to provide a gap between the parking garage façade, Webford Avenue, and the development on the south side of Webford Avenue.

PZB Additions or Modifications (if necessary): None.

- 6. **Site Illumination:** Site illumination with respect to how it has been designed, located and installed so to minimize adverse impacts to adjacent properties;

Comment: In the materials for the April 12 public hearing, there is a site lighting diagram in which wall-mounted sconces are shown, as well as two illuminated signs at building entry points and two wall-mounted garage signs. This page is Attachment 16 in this packet. Renderings in Attachment 8 show downward-pointed fixtures, both freestanding and building-mounted, which should aid in minimizing adverse impact and complying with the lighting Performance Standards of Section 12-12-10. However, the directional illumination of the sconces (i.e. upward or downward) is unclear. Nonetheless, Section 12-12-10 would apply.

PZB Additions or Modifications (if necessary): None.

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7. **Conformance with Adopted Land Use Policies and Plans:** The relationship of the site plan to adopted land use policies and the goals and objectives of the comprehensive plan. (Ord. Z-8-98, 9-21-1998)

Comment: See the review on Pages 11-13 and the staff comments on the Map Amendment Standards (Findings of Fact) on Pages 13-14.

PZB Additions or Modifications (if necessary): None.

8. **Business District Design Guidelines.** In addition to the foregoing, development review procedures within those districts outlined in the city's "Business District Design Guidelines", dated March 2005, and approved by the city council May 16, 2005, shall constitute standards in performing site plan review. (Ord. Z-10-05, 6-6-2005)

Comment: Page 8 of this report comments on the project with regard to the Building Design Review standards of Section 12-3-11, adopted initially in 2014, instead of the Business District Design Guidelines from 2005. Nonetheless, per Section 12-3-2.D the Board **may** evaluate this Site Plan standard.

PZB Changes or Additions (if necessary): None.

PZB Recommendation and Conditions: Pursuant to Section 12-3-7 of the Zoning Ordinance, the PZB should vote on a recommendation to City Council regarding the request for Map Amendment. In making its recommendation, the Board should consider both Map Amendment and Site Plan Review standards. The Board may use comments as provided in this packet, make changes, or state its own. Because there is no longer a variation request, staff does not recommend conditions.

PZB Action: Through a separate motion, the Board may approve the Tentative Plat of Subdivision based on Sections 13-2-2 and 13-2-3 of the Subdivision Regulations. A Final Plat of Subdivision, to involve the review of more detailed engineering and public improvements, would be required at a later time. Staff recommends one condition: Prior to the Board's review of a Final Plat, written approval of utility easements by all privately owned companies should be provided to the City.

Member Fowler, stated that it is not that we don't want to improve the site, the problem is that the C-3 district should not be changed to C-5. There is plenty availability in the C-5 district. A building over 45-feet tall it too large for the proposed development.

Member Weaver cited from the traffic study that during peak hours 20-percent of the traffic will travel west on Ellinwood Avenue; 5 in the morning and 19 in the evening. A potential problem is if the traffic is going west on Ellinwood, south on Graceland and west on Webford. Member Weaver would like to see some type of traffic control or delineators between the two southbound lanes on Graceland. Understandably that this is IDOTs jurisdiction, but would like the City to inquire if traffic control is possible. This is only in the preliminary plat stage where a lot of changes could be proposed.

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Member Fowler stated that there is no C-5 next to residential in Des Plaines for a reason; it will negatively affect property values. Chair Szabo clarified that there is residential, it's just not single-family.

Member Saletnik expressed his concerns over the number of cars that will be going west on Webford and how service and deliveries will be handled. There needs to be a design improvement.

Member Hofherr believes that this is a good project fit for the downtown area but has a problem of where it is located. There will be heavier traffic on Webford and a number of unknown items.

Member Saletnik wants to ensure that there are no adverse consequences and believes the Dance Building should have been included in the project to have more room and be used for a buffer.

John Carlisle, Director of Community & Economic Development, explained the changes to the staff report and the attachment that contains suggested findings from counsel for the objectors. The Public Hearing is closed and the purpose of continued deliberation is to evaluate the site plan review standards. Tonight the Board will make two motions: first, a recommending vote on the map amendment, and second, a vote on the Tentative Plat of Subdivision. The Planning and Zoning Board has the final approval of the Tentative Plat of Subdivision, but it is Tentative. If the Tentative Plat is approved, then the developer works with the Engineering department. The Planning and Zoning Board will then at a later date review and make a recommendation on a final plat. However, the City Council has the final vote on the Final Plat.

A motion was made by Board Member Saletnik, seconded by Board Member Weaver, to recommend approval of the Map Amendment.

AYES: Szabo, Saletnik, Weaver

NAYES: Veremis, Hofherr, Fowler

***** MOTION FAILED *****

A motion was made by Board Member Saletnik, seconded by Board Member Weaver, to approve the Tentative Plat with the notion the items discussed will be addressed before the Final Plat.

AYES: Szabo, Saletnik, Weaver

NAYES: Veremis, Hofherr, Fowler

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***** MOTION FAILED *****

Legal Counsel Weiss reviewed the City Code regarding the tie vote and reported back.

After review of the Subdivision Code, Legal Counsel Weiss reported that the Subdivision Code does not provide guidance if there is a denial of the Tentative Plat. The process if there is a Tentative and Final Plat, the Final Plat is recommended for approval by the Planning and Zoning Board if it is in conformance with Tentative Plat. After reviewing the Code, both items ultimately go to the City Council for final determination.

The Planning and Zoning Board recommendation goes to the City Council as a recommendation to deny the Map Amendment, and the Tentative Plat outcome will also go to the City Council and be reflected in the minutes.

Member of the public Chris Walsh and Legal Counsel Weiss discussed the number of votes needed for approval at the City Council level.

4. Addresses: 550 Northwest Highway

Case Number: 22-020-CU

Owner: Sam Jidd, 1505 S. Mount Prospect Road, Des Plaines, IL 60016

Petitioner: Sam Jidd and Radek Malinowski, 1505 S. Mount Prospect Road, Des Plaines, IL 60016

Case Number: 22-020-CU

PIN: 09-18-201-032-0000

Ward: #7, Alderman Patsy Smith

Existing Zoning: C-3, General Commercial District

Existing Land Use: Vacant Commercial Building

Surrounding Zoning: North: C-3, General Commercial District
 South: R-3, Townhouse Residential District
 East: C-3, General Commercial District
 West: C-3, General Commercial District

Surrounding Land Use: North: Domestic Pet Service (Commercial) / Professional Services

CITY OF DES PLAINES

ORDINANCE Z - 23 - 22

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR 622 GRACELAND AVENUE, 1332 WEBFORD AVENUE, AND 1368 WEBFORD AVENUE, DES PLAINES, ILLINOIS.

WHEREAS, Wessell Holdings LLC (“*Private Parcels Owner*”) is the owner of that certain real property commonly known as 622 Graceland Avenue-1368 Webford Avenue, Des Plaines, Illinois, (“*Private Parcels*”), which collectively measure 30,000 square feet and are improved with two commercial structures; and

WHEREAS, the City of Des Plaines (“*City*”) is the owner of that certain real property commonly known as 1332 Webford Avenue, Des Plaines, Illinois (“*Public Parcel*”), which measures 13,500 square feet and is improved with a public parking lot; and

WHEREAS, the Private Parcels Owner and the City are collectively the “*Owners*”; and

WHEREAS, the Private Parcels and Public Parcel are collectively referred to herein as the “*Subject Property*”; and

WHEREAS, the Subject Property is located in the C-3 General Commercial District (“*C-3 District*”); and

WHEREAS, 622 Graceland Apartments LLC (“*Petitioner*”) is the contract purchaser of the Private Parcels and, with the consent of the Owners, now seeks an amendment to the “Zoning Map of the City of Des Plaines” (“*Zoning Map*”) (“*Proposed Map Amendment*”) to reclassify the Subject Property from the C-3 District to the C-5 Central Business District (“*C-5 District*”); and

WHEREAS, the Petitioner desires to demolish existing structures and improvements on the Subject Property and redevelop the parcels with an approximately 82-foot-tall mixed-use building consisting of multiple-family dwellings and various amenity spaces, a commercial restaurant, a parking garage, as well as publicly accessible green space (“*Redevelopment Project*”); and

WHEREAS, pursuant to Section 12-7-3 of the Zoning Ordinance, multiple-family dwellings are not a permitted use in the C-3 District and other aspects of the Redevelopment Project would not be permitted under the standards of the C-3 District; and

WHEREAS, within fifteen (15) days after the receipt thereof, the Petitioner’s application was referred by the Department of Community and Economic Development to the Planning and Zoning Board of the City of Des Plaines (“*PZB*”); and

WHEREAS, within ninety (90) days after the date of the Petitioner’s application, a public hearing was held by the PZB on April 12, 2022, pursuant to publication in the *Des Plaines Journal* on March 23, 2022, and was subsequently continued to May 10, 2022 and May 24, 2022; and

WHEREAS, notice of the public hearing was mailed to all property owners within 500 feet of the Subject Property; and

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

WHEREAS, pursuant to Section 12-3-7 of the Zoning Ordinance, the PZB voted 3-3 on Tuesday, June 14, and filed a written report with the City Council on June 23, 2022, stating its recommendation to deny the Proposed Map Amendment; and

WHEREAS, owners of two residential parcels comprising more than 20% of the Webford Avenue frontage located from the Subject Property have submitted a valid written protest to the Proposed Map Amendment pursuant to Subsection 12-3-7.D.4 of the Zoning Code, triggering a requirement that the Proposed Map Amendment be approved by a super-majority vote of the City Council; and

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

WHEREAS, the City Council has considered the written report of the PZB, the minutes of the PZB, the applicable standards for map amendments set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated July 7, 2022, and has determined that it is in the best interest of the City and the public to approve the Proposed Map Amendment in accordance with the provisions of this Ordinance;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for the approval of the Proposed Map Amendment.

SECTION 2. APPROVAL OF PROPOSED MAP AMENDMENT. Pursuant to Section 12-3-7 of the Zoning Ordinance, the City Council has considered the factors relevant to the approval of map amendments and has determined that the procedure for the review of map

amendments has been satisfied. The City Council hereby approves the Proposed Map Amendment, and the Zoning Map is hereby amended to rezone the Subject Property from the C-3 District to the C-5 District.

SECTION 3. LEGAL DESCRIPTION OF SUBJECT PROPERTY. The Subject Property is legally described as:

Private Parcels:

PARCEL 1:

LOTS 35, 36 AND 37 IN BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911, AS DOCUMENT NO 4793563, IN COOK COUNTY, ILLINOIS.

PIN: 09-17-306-036-0000

Commonly Known As 622 Graceland Avenue, Des Plaines, Illinois, 60016

PARCEL 2:

LOT 34 IN BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911, AS DOCUMENT NO 4793563, IN COOK COUNTY, ILLINOIS.

PIN: 09-17-306-038-0000

Public Parcel:

THE SOUTHEASTERLY 40 FEET OF LOT 32 AND LOT 33 IN BLOCK 1 IN DES PLAINES MANOR TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JULY 14, 1911 AS DOCUMENT 4793563, IN COOK COUNTY, ILLINOIS.

PIN: 09-17-306-040-0000

Commonly Known As 1332 Webford Avenue, Des Plaines, Illinois, 60016

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 only upon the occurrence of the following:

- A. Its passage and approval by the affirmative vote of two thirds of the City's Aldermen currently elected; and
- B. The acquisition of the Public Parcel by the Petitioner.

In the event that the conditions set forth in this Section 5 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 _____, 2022.

APPROVED this _____ day of _____, 2022.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
_____ day of _____, 2022.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Approving Map Amendment from C-3 to C-5 for 622 Graceland Avenue and 1332-1368 Webford Avenue



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: July 7, 2022
To: Michael G. Bartholomew, City Manager
From: John T. Carlisle, AICP, Director of Community and Economic Development *JTC*
Subject: Ordinance Authorizing the Sale of Property at 1332 Webford Avenue

Issue: 622 Graceland Apartments LLC, an Illinois limited liability corporation, desires to purchase the property at 1332 Webford Avenue, which is a City-owned public parking lot. The purchaser intends to acquire the property and develop it vertically, pursuant to the applicable bulk rules of the Zoning Ordinance, with a mixed-use residential, commercial, and parking development that would include public parking spaces.

Analysis: 1332 Webford Avenue is a 13,500-square-foot property directly west of the 622 Graceland Avenue-1368 Webford property (the “Journal and Topics site”) and east of a mixed-use commercial-residential building at 1330 Webford Avenue. A public parking lot, 1332 Webford has been used historically by a mix of permit-holders, who have obtained a monthly permit from the City’s Finance Department, and those seeking time-limited free public parking. Based on observations of current and prior years, the parking lot has been only partially utilized, with ample spaces available at a given time.

622 Graceland Apartments LLC is concurrently asking the City Council for approval of a zoning map amendment for 1332 Webford from the current C-3 General Commercial District to the C-5 Central Business District to accommodate a proposed mixed-use development (the “Graceland-Webford project”). The project would contain 131 residential units, approximately 2,800 square feet of restaurant-lounge/commercial space, a 3,400-square-foot publicly available open green space adjacent to Webford, and a parking garage that would contain 179 spaces. Of these 179 spaces, 25 would be allocated for public use, intended to partially replace the 38 spaces currently at 1332 Webford. The remaining 154 would fulfill the off-street parking requirements of the Zoning Ordinance for the residential units (137 spaces) and proposed restaurant-lounge (17 spaces) in the development.

The potential purchaser is offering the City \$300,000 for the property, which amounts to \$22.22 per square foot. As a comparison, in 2018 the City Council authorized via Ordinance M-9-18 the sale of a 1.9-acre parking lot on Graceland Avenue for \$880,000 (\$10.62 per square foot) to accommodate the now under-construction Bayview-Compasspoint mixed-use development at 1425 Ellinwood Avenue.

Similar to the Bayview-Compasspoint project, which will contain a 409-space garage with 79 public spaces, the Graceland-Webford project would contain 25 public spaces within a 179-space garage. Unlike the

Bayview-Compassoint garage, however, the City would not be involved in or obligated to any administrative functions (i.e., tracking and issuing permits, monitoring meters) nor any enforcement responsibilities. Maintenance responsibilities would also rest solely with the purchaser and/or any future property owners. Although as currently drafted the Purchase and Sale Agreement does not allow the City to collect revenue from the spaces, via either hourly meters or monthly permits, the Agreement also does not allow the Purchaser (developer) to do so; spaces would be free. A change to this term would require a resolution of the Council. This and other terms governing the use and operation of the public parking spaces would be formalized and recorded against the property, and encompassed within a redevelopment agreement.

City Council Action: Pursuant to Section 5 of Chapter 12 of Title 1 of the City Code, the City Council may pass Ordinance M-22-22 to authorize the sale of 1332 Webford to 622 Graceland Apartments LLC, as stipulated in the Purchase and Sale Agreement, which is an exhibit to approving Ordinance M-22-22.

Attachments

Attachment 1: Location Map

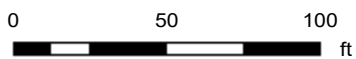
Ordinance

M-22-22

Exhibits

Exhibit A: Legal Description

Exhibit B: Purchase and Sale Agreement



Print Date: 7/11/2022

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.

CITY OF DES PLAINES

ORDINANCE M – 22 – 22

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE SALE OF THE PROPERTY LOCATED AT 1332 WEBFORD AVENUE, DES PLAINES, ILLINOIS.

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, Section 1-12-5 of the City Code of the City of Des Plaines authorizes the City Council to sell and convey any real property owned or held by the City that the City Council has determined to be no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City; and

WHEREAS, the City is the record title owner (“*Owner*”) of that certain property commonly known as 1332 Webford Avenue, Des Plaines, Illinois, 60016, and legally described in *Exhibit A*, attached to, and by reference made a part of, this Ordinance (“*City Parcel*”); and

WHEREAS, the City Parcel is 13,500 square feet in area and improved with 38 outdoor off-street parking spaces; and

WHEREAS, the City desires to sell the City Parcel to 622 Graceland Apartments LLC corporation (“*Developer*”), which proposes to redevelop the City Parcel in conjunction with adjacent parcels and provide no fewer than 25 indoor parking spaces as part of a mixed-use residential, commercial, and parking development, in exchange for \$300,000 (“*Sale Price*”), which sale is conditioned upon the fulfillment of all terms, conditions, and purposes set forth in that certain Real Estate Purchase and Sale Agreement by and between the City and the Owner (“*Purchase Agreement*”); and

WHEREAS, on July 18, 2022, the City Council adopted Ordinance No. Z-23-22, approving a zoning map amendment from existing C-3 General Commercial District to C-5 Central Business District to accommodate the mixed-use development; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Purchase Agreement with the Developer and to convey the City Parcel to the Developer in accordance with the terms of the Purchase Agreement;

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 findings of the City Council.

SECTION 2: APPROVAL OF PURCHASE AGREEMENT. The City Council hereby approves the Purchase Agreement with the Owner for the sale of the City Parcel for the Purchase Price in substantially the form attached to this Ordinance as *Exhibit B*, and in a final form to be approved by the City's General Counsel.

SECTION 3. AUTHORIZATION TO EXECUTE DOCUMENTS. Pursuant to and in accordance with Section 1-12-5 of the City Code and the home rule powers of the City, the City Council hereby:

A. Determines that the City Parcel is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City;

B. Authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the Purchase Agreement and all other documents approved by the General Counsel necessary to transfer title to the City Parcel to the Developer; and

C. Authorizes and directs the City Manager to take all other actions necessary to transfer title to the City Parcel to the Developer in accordance with the terms of the Purchase Agreement.

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

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

EXHIBIT A

PARCEL

THE SOUTHEASTERLY 40 FEET OF LOT 32 AND LOT 33 IN BLOCK 1 IN DES PLAINES MANOR TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JULY 14, 1911 AS DOCUMENT 4793563, IN COOK COUNTY ILLINOIS.

PIN: 09-17-306-040-0000

Commonly Known As 1332 Webford Avenue, Des Plaines, Illinois, 60016

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and entered into as of _____, 2022 (the "**Effective Date**") by and between the **CITY OF DES PLAINES**, an Illinois home-rule municipal corporation ("**Seller**"), and **622 GRACELAND APARTMENTS LLC**, an Illinois limited liability company. ("**Purchaser**"). In consideration of the recitals and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser (collectively, the "**Parties**") agree as follows:

Section 1. Recitals.

A. The Seller currently owns fee simple title to that certain real property consisting of approximately 0.3100 acres commonly known as 1332 Webford Avenue, Des Plaines, Illinois, 60016 which is legally described on **Exhibit A** attached hereto ("**Property**").

B. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Property.

C. On _____, the City Council of the City of Des Plaines approved Ordinance No. _____ preliminarily authorizing Seller's sale and the redevelopment of the Property.

D. Purchaser desires to acquire the Property for the purpose of redeveloping it, together with the adjacent properties commonly known as 1368 Webford Avenue and 622 Graceland Avenue, Des Plaines, Illinois 60016 (collectively the "**Assembly Parcels**") as a multi-family apartment building with commercial and amenity space on the lower floors, as well as a 179-space covered parking garage (collectively the "**Redevelopment**") in accordance with a redevelopment agreement to be negotiated between the Parties ("**Redevelopment Agreement**").

E. The Purchaser agrees it will, as more fully specified in the Redevelopment Agreement, maintain within the Redevelopment, in perpetuity, or until released by the Seller, a minimum of 25 parking spaces, of which two spaces will be designated disabled parking spaces, for the use and benefit of the general public ("**Public Parking Spaces**"). The Purchaser will prohibit residents of the Redevelopment from using the Public Parking Spaces. The Purchaser will also release the Seller from any future responsibility for administration, maintenance, enforcement, or sharing in any costs related to these Public Parking Spaces. Purchaser agrees, on behalf of all future assigns, heirs, or transferees, that no fee may be charged to the general public for use of the Public Parking Spaces, unless specifically authorized by the City Council of the City of Des Plaines by resolution duly adopted.

F. The Purchaser further agrees to include an approximately 3,400 square foot landscaped passive use area just north of the public sidewalk on the Webford Avenue frontage of the Redevelopment ("**Open Space Area**"), which will be reserved for such use via an easement or covenant on the Plat of Subdivision for the Subject Property.

G. The Parties agree that an Operation and Reciprocal Easement Agreement ("**OREA**") will be drafted and executed by Purchaser in a form acceptable to the Seller's General Counsel, and will be recorded against the Property and the Assembly Parcels at the time of the approval of the Final Plat of Subdivision/Consolidation or the Closing whichever is

later. The OREA will memorialize the Developer's, or its successor's, long-term operational obligations as set forth in the Redevelopment Agreement, including all obligations related to the Public Parking Spaces and the Open Space Area.

Section 2. Incorporation of Recitals. The Recitals are incorporated into this Agreement.

Section 3. Purchase and Sale; Purchase Price.

A. **Purchase Price.** In consideration of the covenants contained in this Agreement and the Redevelopment Agreement, Seller shall sell the Property to Purchaser, and Purchaser shall purchase the Property from Seller, subject to the terms of this Agreement and the Redevelopment Agreement. The purchase price for the Property is \$300,000.00 ("**Purchase Price**").

B. **Earnest Money.** Purchaser will deliver \$60,000.00 ("**Earnest Money**") to Chicago Title Insurance Company ("**Title Company**"), [c/o Ruby Rodriguez, 10 S. LaSalle St., Suite 3100 Chicago, Illinois, 60603, Tel: 312-223-2125, Cell: 312-489-9210, email: Ruby.rodriguez@ctt.com referencing Order No. CCHI2104614LD as escrowee] ("**Escrowee**"), by the wire of immediate available funds the Earnest Money. Seller will cooperate with Purchaser in the funding of the Earnest Money with the Escrowee. Escrowee will hold the Earnest Money pursuant to the form strict joint order escrow agreement then in use by the Escrowee with such changes as may be necessary to conform to this Agreement.

C. **Balance of Purchase Price.** Purchaser shall pay the Purchase Price, less the Earnest Money, provided Purchaser has instructed the Escrowee to release the Earnest Money to Seller, plus or minus prorations, credits, and adjustments as provided in this Agreement, at the Closing through a Closing Escrow (defined in Section 8 below) by wire transfer in accordance with wire instructions proved by the Title Company.

D. **Interest on Earnest Money.** Purchaser will pay any fee charged by the Escrowee for placement of the Earnest Money in an interest-bearing account and will sign such documents as required by Escrowee. Any interest earned on the Earnest Money shall be credited to Purchaser at the Closing. Purchaser may decline to hold the Earnest Money in an interest-bearing account.

Section 4. Parties' Preliminary Obligations and Rights.

A. **Seller's Deliveries.** Purchaser acknowledges receipt of copies of all of the following documents: (i) Title Commitment for the Property issued by the Title Company dated June 25, 2021 and identified as Order No. CCHI2104614LD ("**Title Commitment**"); and (ii) survey by Haeger Engineering dated August 5, 2021 (collectively "**Seller's Deliveries**").

B. **Title Commitment.** Seller has obtained a preliminary commitment from the Title Company to issue to Purchaser at Closing an ALTA Owner's Title Insurance Policy (i) in the amount of the Purchase Price, (ii) with an extended coverage endorsement over all standard exceptions, (iii) insuring good, marketable, and insurable title to the Property, and (iv) with coverage over any "gap" period, all subject only to the Permitted Exceptions (defined in Section 5.B (ii)) (the "**Title Policy**"). Purchaser shall pay the cost for the Title Policy with an extended coverage endorsement over standard exceptions and for any other endorsements it requests.

C. **Surveys and Plats.**

- (i) **ALTA/NSPS Survey.** Seller has obtained an ALTA/NSPS standard survey of the Property, that (a) is prepared by Haeger Engineering, (b) will be certified in favor of Seller, Purchaser and the Title Company, (c) complies with all requirements of the Title Company that are conditions to the removal of the survey exception from the standard printed exceptions in the Title Commitment, and (d) contains a certification as to the total acreage of the Property. Purchaser shall pay the cost for the ALTA/NSPS Survey.
- (ii) **Plat of Subdivision/Consolidation.** Purchaser will provide to Seller no later than 60 days after the Effective Date a Tentative Plat of Subdivision/Consolidation of the Property and the Assembly Parcels. Purchaser will provide Seller, no later than 180 days after the Effective Date, with a Final Plat of Subdivision/Consolidation that complies with the requirements of the subdivision regulations of the Seller ("**Subdivision Regulations**") and includes accurate depictions of:
 - (a) the Property and the Assembly Parcels; and
 - (b) all other elements required by the Subdivision Regulations and the Illinois Plat Act (765 ILCS 205/0.01 *et seq.*)

("Plat of Subdivision/Consolidation"). Purchaser will deliver the Final Plat of Subdivision/Consolidation to Seller within 180 days from the Effective Date, Purchaser will submit any documents necessary for the approval of the Final Plat of Subdivision/Consolidation by the Seller. Purchaser will pay all costs associated with both the Tentative and the Final Plat of Subdivision/Consolidation. Nothing in this Section 4.C prohibits or limits Purchaser's ability to submit a combined Tentative and Final Plat of Subdivision/Consolidation for the Property.

D. **Environmental Assessment.** Beginning on the Effective Date, Purchaser may cause to be performed one or more (i) environmental assessments, reviews, or audits, including without limitation a Phase I site assessment, of or related to the Property, and (ii) other investigations or analyses concerning the environmental and physical condition of the Property (collectively, the "**Environmental Assessments**"). At Seller's request, Purchaser shall provide a copy of any completed Environmental Assessment to Seller.

Section 5. Due Diligence Period.

A. **Period and License.** During the period that begins on the Effective Date and ends on the one hundred eightieth (180th) day after the Effective Date ("**Due Diligence Period**"), Purchaser may conduct such investigations, inspections, reviews, and analyses of or with respect to the Property as Purchaser desires ("**Due Diligence Activities**"). The Due Diligence Activities may include, without limitation, reviews of Seller's Deliveries, and the Environmental Assessments. Seller hereby grants to Purchaser a license during the Due Diligence Period, for the use of Purchaser and its agents and contractors, to conduct Due Diligence Activities on the Property at any time upon 1 day's prior notice to Seller.

B. Review of Title Commitments and Surveys.

The Parties agree that the review of the Title Commitment attached as **Exhibit C** and the Survey have been completed.

- (i) **Identification of Unpermitted Exceptions and Commitment to Cure.** The Seller commits to cure exceptions N, B, A, I, and K, in the Title Commitment ("Unpermitted Exceptions"), provided, however, that if the unpermitted Exceptions, including the Must Cure Exceptions as identified below, exceed \$50,000 to cure or insure over, Seller shall have the additional option of terminating this Agreement and the Redevelopment Agreement with no further obligation to Purchaser. The following are Unpermitted Exceptions, that Seller must cure, and not merely insure over, prior to or at the Closing, and that Seller will be deemed to commit to cure in the Commitment to Clear Exceptions, (collectively, the "**Must Cure Exceptions**"): (i) each mechanics', materialmen's, repairmen's, contractors' or other similar lien that encumbers the Premises, unless the lien arises from the acts of Purchaser, (ii) each mortgage, security deed, and other security instrument that encumbers the Premises unless arising from the acts of Purchaser, and (iii) any past due Real Estate Taxes (defined in Section 8.F) applicable to the Premises.
- (ii) **Permitted Exceptions.** The following exceptions identified in the Title Commitment are Permitted Exceptions ("**Permitted Exceptions**"):

Schedule B Part 1: Purchaser will comply with Exceptions 1, 2, 3, 4, 5, 6, 7, and 8.

Schedule B Part 2: The Seller and Purchaser will cooperate to ensure that General Exceptions 1, 2, 3, 4, 5, 6, and 7 and E 18 are waived at the Closing, except that the encroachments and easements, as shown on the ALTA/NSPS Survey and identified as Exception Q and M will remain. Purchaser will comply with Exceptions C, D, H, O, and R. Seller will comply with Exception C-8.

Purchaser accepts as Permitted Exceptions the following:

Exceptions G, M and Q and zoning and building ordinances/laws; any requirements by the Metropolitan Water and Reclamation District and all land use regulations that apply to the Property, the lien of taxes not yet due and payable and the standard exclusions and exceptions coverage in the jacket of the Title Policy (except for the general exception 1 through 5 noticed in the Title Commitment) and any encroachment, encumbrance or adverse circumstance affecting the title that is disclosed by the survey or required by the Title Company due to the identification of the Purchaser and under Exceptions H.

C. **Review of Environmental Assessments; Environmental Work.**

- (i) **Remediation Notice.** If Purchaser determines through its review of an Environmental Assessment, that there exists within the Property a condition that (a) may require environmental clean-up, remediation, or (in the case of underground and above ground storage tanks (collectively, "**Storage Tanks**")) removal, and (b) was caused by the Seller or is confined solely to the Property and did not migrate from an adjacent property and (c) may adversely affect Purchaser's intended redevelopment of the Property (an "**Environmental Condition**"), then, before the end of the Due Diligence Period, Purchaser may send Seller either (a) a written notice terminating this Agreement, in which event neither party shall have any further liability to the other and the Earnest Money will be released to the Purchaser or (b) a written notice describing all clean-up work, remediation work, and removal of Storage Tanks that is required with respect to the Property (collectively, the "**Environmental Work**") in reasonable detail and requesting that Seller provide Purchaser with a credit at Closing (the "**Remediation Credit**") for the costs and expenses of the Environmental Work (a "**Remediation Notice**"); provided, however, that if the cost of the Environmental Work is projected to exceed \$10,000, Seller shall have the additional option of terminating this Agreement with no further obligation to Purchaser.
- (ii) **Seller's Obligation to Re Remediation Notice Response.** With respect to a Remediation Notice timely submitted during the Due Diligence Period, then within 10 business days after receiving the Remediation Notice, Seller shall provide Purchaser with a written notice (a "**Remediation Notice Response**") stating whether Seller (a) will provide a Remediation Credit at the Closing or (b) declines to provide the Remediation Credit at, the Closing. If Seller does not timely provide a Remediation Notice Response, it will be deemed to have declined to provide a Remediation Credit. If Seller declines to provide the requested Remediation Credit, then Purchaser may terminate this Agreement.

D. **Restoration and Insurance and Indemnity.**

- (i) **Restoration.** If Due Diligence Activity damages the Property, Purchaser shall restore the Property to a condition that is substantially the same as its condition prior to the performance of such Due Diligence Activity.
- (ii) **Insurance.** Purchaser agrees that it will cause it and any person accessing the Property hereunder to be covered by not less than \$2,000,000 commercial general liability insurance (with, in the case of Purchaser's coverage, a contractual liability endorsement, insuring its indemnity obligation under this Agreement), insuring all activity and conduct of such person while exercising such right of access and naming Seller as an insured, issued by a licensed insurance company qualified to do business in Illinois and otherwise reasonably acceptable to Seller.
- (iii) **Indemnity.** Purchaser agrees to indemnify, defend and hold harmless Seller and its officials, employees, contractors, and agents from any loss,

injury, damage, cause of action, liability, claim, lien, cost or expense, including reasonable attorneys' fees and costs, caused directly, or indirectly by any act or omission of Purchaser or its employees, agents, representatives, contractors or consultants conducting this Due Diligence. The indemnity in this Section 5.D (iii) shall survive the Closing or any termination of this Agreement.

E. Purchaser's Right to Terminate. Purchaser has the right to terminate this agreement in its sole discretion by or before the end of the Due Diligence Period. In the event of a termination pursuant to this Section 5.E neither party shall have any claims or obligation under this Agreement, except for those rights, liability and obligations that expressly survive the termination of this Agreement, including , but not limited to, Purchaser's obligations to restore the Property pursuant to Section 5D, Purchaser's obligations to pay Seller's costs and fees pursuant to that Escrow Agreement dated November 3, 2021 ("**Escrow Agreement**") and the Redevelopment Agreement. The Earnest Money will be returned to Purchaser less any funds due to Seller under this Agreement, the Escrow Agreement or the Redevelopment Agreement.

Section 6. Representations and Warranties.

A. Seller's Representations and Warranties. The matters set forth in this Section 6.A constitute representations and warranties by Seller which are now and (subject to matters contained in any notice given pursuant to the next succeeding sentence) shall, in all material respects, at the Closing be true and correct. As soon as reasonably practicable after Seller obtains actual knowledge of any material inaccuracy of any of the representations and warranties contained in this Agreement, Seller shall notify Purchaser in writing (which notice shall include copies of the instrument, correspondence, or document, if any, upon which Seller's notice is based) (a "**Correction Notice**") of such material inaccuracy of any of Seller's representations and warranties set forth in this Agreement. If Purchaser receives any Correction Notice after expiration of the Due Diligence Period, Purchaser shall have a period of five (5) business days after receipt of such Correction Notice during which, in Purchaser's sole discretion, Purchaser may terminate this Agreement by written notice to Seller, whereupon the Earnest Money and accrued interest thereon, if any, less and of Seller's costs and fees under the Escrow Agreement, if any, shall promptly be returned to Purchaser. As used in this Agreement, the phrase "to the extent of Seller's actual knowledge" shall mean the actual knowledge of the City Manager of the City of Des Plaines. There shall be no duty imposed or implied to investigate, inquire, inspect, or audit any such matters, and there shall be no personal liability on the part of such person. To the extent Purchaser has or acquires actual knowledge prior to the expiration of the Due Diligence Period that these representations and warranties are inaccurate, untrue or incorrect in any way, such representations and warranties shall be deemed modified to reflect Purchaser's knowledge or deemed knowledge. Seller represents and warrants to Purchaser that as of the date hereof and as of the date of the Closing:

- (i) it has, or will have as of the date of Closing, the authority under statute and with the approval of its Corporate Authorities, to sell the Property to Purchaser;
- (ii) it has not entered into any agreements or granted any options pursuant to which any third party has the right to acquire all or any portion of the

Property or any interest therein;

- (iii) there will not be at the Closing, any leases, tenancies, licenses, franchises, options or rights of occupancy or purchase, which will be binding upon Purchaser or the Property after the Closing except if entered into between the Parties;
- (iv) the Property is not affected by or subject to: (a) any pending or, to the best of its knowledge, threatened condemnation suits or similar proceedings or (b) other pending or, to the best of its knowledge, threatened claims, by or before any administrative agency or court;
- (v) to the best of its knowledge, there are no pending, scheduled, or noticed, requests, applications or proceedings to alter or restrict the zoning applicable to the Property beyond those contemplated by the Purchaser necessary to construct and operate the Redevelopment;
- (vi) it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986; and

B. Purchaser's Representations and Warranties. The matters set forth in this Section 6.B constitute representations and warranties by Purchaser which are now and shall, at the Closing, be true and correct. Purchaser represents and warrants to Seller that as of the date hereof and as of the date of the Closing:

- (i) Purchaser has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby.
- (ii) The consummation of this transaction shall constitute Purchaser's acknowledgment that it has independently inspected and investigated the Property and has made and entered into this Agreement based upon such inspection and investigation and its own examination of the condition of the Property.
- (iii) Purchaser is experienced in and knowledgeable about the ownership, development and management of real estate, and it has relied and will rely exclusively on its own consultants, advisors, counsel, employees, agents, principals and/or studies, investigations and/or inspections with respect to the Property, its condition, value and potential. Purchaser agrees that, notwithstanding the fact that it has received certain information from Seller or its agents or consultants, Purchaser has relied solely upon and will continue to rely solely upon its own analysis and will not rely on any information provided by Seller or its agents or consultants, except as expressly set forth in Section 6.A.
- (iv) Purchaser has the financial ability and resources to perform under this Agreement and the Redevelopment Agreement.
- (v) Thirty (30) days prior to the Closing Date (as defined in Section 8.B (i)), Purchaser will provide to Seller a non-conditional commitment for financing adequate to complete the redevelopment of the Property

pursuant to the Redevelopment Agreement.

C. **No Other Warranties and Representations.** Except as specifically set forth in this Agreement, Seller has not made, does not make and has not authorized anyone to make, any warranty or representation as to any written materials delivered to Purchaser, the persons preparing such materials, the truth, accuracy or completeness of such materials, the present or future physical condition, development potential, zoning, building or land use law or compliance therewith, the operation, income generated by, or any other matter or thing affecting or relating to the Property or any matter or thing pertaining to this Agreement. Purchaser expressly acknowledges that no such warranty or representation has been made and that Purchaser is not relying on any warranty or representation whatsoever other than as is expressly set forth in this Agreement or in the documents delivered by Seller pursuant to Section 4.A. Purchaser shall accept the Property “as is” and in its condition on the date of Closing subject only to the express provisions of this Agreement and hereby acknowledges and agrees that except as otherwise set forth in this Agreement or the documents to be delivered pursuant to Section 4.A, **SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, FUTURE OR OTHERWISE, OF, AS TO, CONCERNING OR WITH RESPECT TO, THE PROPERTY.**

- (i) **No Environmental Representations.** Seller makes no representations or warranties as to whether the Property contains asbestos, radon or any hazardous materials or harmful or toxic substances, or pertaining to the extent, location or nature of same, if any. Further, to the extent that Seller has provided to Purchaser information from any inspection, engineering or environmental reports concerning asbestos, radon or any hazardous materials or harmful or toxic substances, Seller makes no representations or warranties with respect to the accuracy or completeness, methodology of preparation or otherwise concerning the contents of such reports.
- (ii) **Release of Claims.** Subject to the express provisions hereof, Purchaser acknowledges and agrees that Seller makes no representation or warranty as to, and Purchaser, for itself, its successors and assigns, waives and releases Seller from any present or future claims, at law or in equity, whether known or unknown, foreseeable or otherwise, arising from or relating to, the Property, this Agreement or the transactions contemplated hereby, including without limitation the presence or alleged presence of asbestos, radon or any hazardous materials or harmful or toxic substances in, on, under or about the Property, including without limitation any claims under or on account of (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time, and similar state statutes, and any regulations promulgated thereunder, (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with or otherwise in any manner relates to, environmental matters of any kind, (iii) this Agreement, or (iv) the common law. Purchaser hereby specifically acknowledges that Purchaser has carefully reviewed this Section 6 and has discussed its import with legal counsel and that the provisions of this Section 6 are a material part of this Agreement. This Section 6 shall survive the Closing forever.

Section 7. Covenants and Agreements.

A. **Seller's Covenants and Agreements.** Seller covenants and agrees with Purchaser that:

- (i) Seller shall not make, enter into, grant, amend, extend, renew or grant any waiver or consent under any lease, tenancy, easement, license or other agreement allowing the use or occupancy after the Closing of all or any portion of the Property, without Purchaser's prior written consent.
- (ii) Seller shall not enter into or amend any contracts, agreements or undertakings that will be binding upon Purchaser or the Property after the Closing, without Purchaser's prior written consent.
- (iii) Seller shall not create, or allow the creation of, any encumbrance on the title of the Property, without Purchaser's prior written consent (except for any Permitted Exceptions).
- (iv) Seller shall not take any action, directly or indirectly, to encourage, initiate, or engage or participate in discussions or negotiations with any third party concerning a potential sale of all or any portion of, or any interest in, the Property.
- (v) Seller shall promptly inform Purchaser of any developments which would cause any of its representations or warranties contained in this Agreement to be no longer materially accurate.

B. **Purchaser's Covenants and Agreements.** Purchaser covenants and agrees with the Seller that:

- (i) The Purchaser shall not take any action, directly or indirectly, to encourage, initiate, or engage or participate in discussions or negotiations with any third party concerning a potential sale of all or any portion of, or any interest in, the Property, except as allowed by the Redevelopment Agreement.
- (ii) Purchaser shall promptly inform Seller of any developments which would cause any of its representations or warranties contained in this Agreement to be no longer materially accurate.
- (iii) Purchaser will use its best efforts to complete all of its requirements under this Agreement and the Redevelopment Agreement on a timely basis.
- (iv) Purchaser will take any and all actions necessary to obtain financing for it to perform its obligations under this Agreement and the Redevelopment Agreement.

C. **Conditions Precedent to Closing.**

Purchaser's obligation to close is subject to each and all of the following conditions being satisfied by Seller, or waived in writing by Purchaser (the "**Closing Contingencies**"):

- (i) all of Seller's representation and warranties contained in this Agreement must be materially true and correct as of the Closing Date,
- (ii) Seller must have timely performed all of its obligations under this Agreement,
- (iii) all Conditions precedent to Purchaser's obligation to close on the transaction contemplated in this Agreement must have been satisfied or waived as of the Closing Date,
- (iv) Seller must have delivered all items required to be delivered by Seller pursuant to Section 8.C,
- (v) the Title Company is committed to issuing the Title Policy, subject only to Permitted Exceptions and any requirements Purchaser must meet for issuance of the Title Policy, and
- (vi) any and all lease or tenancies of any kind have been terminated and all service contracts have been terminated as of the Closing Date,

Seller's obligation to close is subject to each and all of the following conditions being satisfied by Purchaser, or waived in writing by Seller (the "**Closing Contingencies**"):

- (vii) All of Purchaser's representation and warranties contained in this Agreement must be materially true and correct as of the Closing Date,
- (viii) Purchaser must have timely performed all of its obligations under this Agreement,
- (ix) all Conditions precedent to Seller's obligation to close on the transaction contemplated in this Agreement must have been satisfied or waived as of the Closing Date,
- (x) Purchaser must have delivered all items required to be delivered by Purchaser pursuant to Section 8.B (iv) and Section 8.D.C, (xi) the Purchaser has complied with all requirements of the Title Company for it to issue its Title Policy, and

Purchaser may inspect the Property within twenty-four (24) hours prior to the Closing Date to determine whether the Closing Contingencies have been satisfied. If a Closing Contingency is not satisfied because of a default by the other party, the non-defaulting party will have all of its rights under Section 12.E of this Agreement.

Section 8. Closing.

A. **Conveyance and Possession.** Seller shall convey title to Purchaser to the Property by delivery of a Quit Claim Deed with Deed Restriction ("**Seller's Deed**"). Seller shall cause the Seller's Deed to be in recordable form, subject to Permitted Exceptions. Seller shall deliver possession of the Property to Purchaser upon the Closing.

B. **Time, Place; Closing Escrow.**

- (i) Time. The Closing will occur (i) no later than the 30th day following the later of (a) the expiration of the Due Diligence Period; and (b) ten (10) business days after the City Council of the City of Des Plaines's approval of the Final Plat of Subdivision/Consolidation and Redevelopment Agreement, the Seller's approval of all final Engineering Drawings, and the License

Agreement and the OREA or (ii) on another date mutually agreed to in writing by the Parties (the “**Closing Date**”).

- (ii) Place. The Closing will be at the office of the Title Company at [500 Skokie Blvd Suite 290 Northbrook, Illinois]. The Parties need not physically attend a Closing.
- (iii) Closing Escrow. On or before the Closing, Purchaser and Seller shall establish an escrow in the usual form of deed and money escrow agreement then in use by Title Company with such changes made as may be necessary to conform with the provisions of this Agreement (a “**Closing Escrow**”). The Closing will be a “New York” style closing.

C. **Seller Closing Deliveries**. At the Closing, Seller shall deliver or cause to be delivered to Purchaser the following, in each case, fully executed (as applicable):

- (i) evidence reasonably satisfactory to the Title Company of the authority of Seller to consummate the Closing, to the extent such authority is not apparent in the documents recorded when Seller acquired title to the Property,
- (ii) Seller’s Deed and other instruments of transfer and conveyance transferring the Property, free of all liens other than the Permitted Exceptions,
- (iii) to the extent required by the Title Company, a “gap” undertaking in customary form and substance for the “gap” period” through the applicable Closing Date or the date of recording, as the case may be,
- (iv) a current form of ALTA Statement (including a statement there is no Property Manager) in customary form and substance as required by the Title Company,
- (v) a counterpart to the closing statement,
- (vi) real estate transfer declarations or exemptions required by Applicable Laws (as defined in Section 12.D (ii)),
- (vii) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction, including any instrument, assurance or deposit required for the Title Company to insure over Unpermitted Exceptions in such form, terms, conditions and amount as may be required by the Title Company,
- (viii) a non-foreign affidavit under Section 1445 of the Internal Revenue Code,
- (ix) Certified copies of the ordinance/resolution, authorizing this conveyance of the Property, and
- (x) a marked-up signed Title Commitment or signed Pro Forma title policy.

D. **Purchaser's Closing Deliveries.** At Closing, Purchaser shall deliver or cause to be delivered to Seller the following, in each case, fully executed (as applicable) and in form and substance reasonably satisfactory to Seller:

- (i) the Purchase Price, subject to the credits and other adjustments contemplated herein,
- (ii) a counterpart to the closing statement,
- (iii) a "gap" undertaking in customary form and substance for the "gap" period" through the applicable Closing Date or the date of recording, as the case may be,
- (iv) a current form of ALTA Statement in customary form and substance as required by the Title Company,
- (v) real estate transfer declarations or exemptions required by Applicable Laws (as defined in Section 12.D (ii)),
- (vi) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction,
- (vii) Certified, approved and recordable copies of the Plat of Subdivision/Consolidation, the License Agreement, the OREA and the Redevelopment Agreement, as signed by the Parties, which shall be recorded against the Property at Closing,
- (viii) such additional information and materials as the Title Company and Seller reasonably request to evidence Purchaser's compliance with its obligations under this Agreement or as otherwise required to be delivered by Applicable Laws,

E. **Closing Costs.** At Closing, Seller shall pay the Remediation Credit, if any, applicable to Environmental Work completed prior to such Closing. Purchaser shall pay (i) 100% of the Title Company's closing fees related to such Closing, (ii) 100% of the costs incurred in recording the Seller's Deed, the Plat of Subdivision/Consolidation and the Redevelopment Agreement and any other document required to be recorded by any entity providing funding to Purchaser, (iii) any costs incurred in connection with Purchaser's Due Diligence Activities related to the Due Diligence Period, (iv) the cost of the Plat of Subdivision/Consolidation, (v) the cost of the Title Policy and extended coverage over general exceptions and the cost of any additional endorsements to the Title Policy requested by Purchaser, and (vi) the cost of the ALTA/NSPS Survey.

F. **Prorations.** All ad valorem, special tax roll, or other real estate taxes, charges, and assessments, including special assessments and special service area taxes, affecting the Property (collectively, "**Real Estate Taxes**") shall be prorated on an accrual basis and on a per diem basis, disregarding any discount or penalty and on the basis of the fiscal year of the authority levying the same. If any Real Estate Taxes are assessed against the Property as of Closing Date, then Seller shall give to Purchaser a credit at the Closing based on 100% of the last tax bill and the Parties agree that when the actual Real Estate Tax bill is issued that they will re-prorate the amount due.

All water, sewer, and other utility charges, if any, shall be prorated as of Closing. Notwithstanding the foregoing, and as indicated in the Title Commitment, the Property has exempt status for Real Estate Taxes and therefore there will not be any credit for Real Estate Taxes at Closing unless the Seller loses its tax-exempt status from the Cook County Assessor. The Parties agree to cooperate with each other to maintain the tax-exempt status of the Property including but not limited to the Purchaser's Agreement to refrain from filing any documents with any entity of Cook County (including but not limited to the Assessor, Treasurer, Board of Review, Maps Department and Transportation Department). In the event the Property loses its tax-exempt status, the Parties agree to cooperate to regain tax exempt status for the time period Seller owned the Property. The Obligations of this Section 8.F will survive Closing and the recording of Seller's Deed.

Section 9. Casualty; Condemnation. Promptly upon learning thereof, Seller shall give Purchaser written notice of any condemnation, damage or destruction of the Property occurring prior to the Closing. If prior to the Closing all or a material portion of the Property is condemned, damaged or destroyed by an insured casualty, Purchaser shall have the option of either (i) applying the proceeds of any condemnation award or payment under any insurance policies (other than business interruption or rental loss insurance) toward the payment of the Purchase Price to the extent such condemnation awards or insurance payments have been received by Seller, receiving from Seller an amount equal to any applicable deductible under any such insurance policy and receiving an assignment from Seller of Seller's right, title and interest in any such awards or payments not theretofore received by Seller, or (ii) terminating this Agreement by delivering written notice of such termination to Seller and Escrowee within ten (10) days after Purchaser has received written notice from Seller of such material condemnation, damage or destruction. If, prior to the Closing, a portion of the Property is condemned, damaged or destroyed and such portion is not a material portion of the Property, the proceeds of any condemnation award or payment and any applicable deductible under any insurance policies shall be applied toward the payment of the Purchase Price to the extent such condemnation awards or insurance payments have been received by Seller and Seller shall assign to Purchaser all of Seller's right, title and interest in any unpaid awards or payments. For purposes of this Section 9, the term "material portion" shall mean greater than ten percent (10%) of the value of the Property or an absence of reasonable access to the Property. If the damage or destruction arises out of an uninsured risk, the Parties agree to proceed to Closing as this Property is essentially vacant.

Section 10. Brokers. Seller and Purchaser each represents and warrants to the other that it knows of no broker or other person or entity who has been instrumental in submitting or showing the Property to Purchaser. If any broker or other person asserts a claim for a broker's commission, finder's fee, or similar payment in connection with the transactions contemplated in this Agreement, then Purchaser shall indemnify and hold harmless the Seller from and against any damage, liability or expense, including costs and reasonable attorneys' fees that the Seller incurs because of such claim.

Section 11. Patriot Act.

A. **Definitions.** All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) ("**Patriot Act**") and in other statutes and all 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, are collectively referred to as the "Patriot Rules" and are incorporated into this Section.

B. **Representations and Warranties.** Purchaser and Seller hereby represent and warrant, each to the other, that each and every "person" or "entity" affiliated with each respective party or that has an economic interest in each respective party or that has or will have an interest in the transaction contemplated by this Agreement or in any property that is the subject matter of this Agreement or will participate, in any manner whatsoever, in the purchase and sale of the Property is, to the best of Purchaser's or Seller's knowledge:

- (i) not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224,
- (ii) in full compliance with the requirements of the Patriot Rules and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**"),
- (iii) operated under policies, procedures and practices, if any, that are in compliance with the Patriot Rules and available to each other for review and inspection during normal business hours and upon reasonable prior notice,
- (iv) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Rules,
- (v) not listed as a Specially Designated Terrorist or as a blocked person on any lists maintained by the OFAC pursuant to the Patriot Rules or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Rules or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Rules,
- (vi) not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Rules, and
- (vii) not owned or controlled by or now acting and or will in the future act for or

on behalf of any person or entity named in the Annex or any other list promulgated under the Patriot Rules or any other person who has been determined to be subject to the prohibitions contained in the Patriot Rules.

C. **Mutual Notice; Termination.** Each party covenants and agrees that in the event it receives any notice that it or any of its beneficial owners or affiliates or participants become listed on the Annex or any other list promulgated under the Patriot Rules or indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, the party that receives such notice shall immediately notify the other (the “Non-Blocked Party”) and the effect of the issuance of a notice pursuant to the Patriot Rules is that the Non-Blocked Party may elect to either: (i) obtain permission from OFAC to proceed with the Closing, in which case, the Closing Date shall be delayed until such permission is obtained, or (ii) send written notice to the other party terminating this Agreement, in which event the Parties shall have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that survive a termination of this Agreement.

Section 12 . General Provisions.

A. **Integration; Modification.** This Agreement and the Redevelopment Agreement constitute the entire agreement between the Parties pertaining to the Property and supersedes all prior agreements, understandings, and negotiations pertaining thereto. This Agreement may be modified only by a written amendment or other agreement that is lawfully approved and executed by the Parties.

B. **Further Actions.** The Parties shall execute all documents and take all other actions consistent with this Agreement that are reasonably necessary to consummate the transactions contemplated in this Agreement.

C. **Deliberately Omitted.**

D. **Interpretation.**

- (i) Presumption. There is no presumption that this Agreement is to be construed for or against Seller or Purchaser, or either party as the principal author of the Agreement. Instead, this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.
- (ii) Compliance with Applicable Laws; Governing Law. In performing their obligations under this Agreement, the Parties shall comply will all applicable federal, state, and local statutes, regulations, requirements, ordinances, and other laws (“**Applicable Laws**”). The internal laws of the State of Illinois, without regard to its conflict of laws rules, shall govern the interpretation of this Agreement.
- (iii) Headings and Exhibits. The Section headings in this Agreement are used as a matter of convenience and do not define, limit, construe or describe the scope or intent of the text within such headings. The following Exhibits attached hereto are incorporated herein as an integral part of this Agreement:

Exhibit A: Legal Description of Property
Exhibit B: Redevelopment Agreement – **[TO BE ATTACHED AND INCORPORATED INTO THIS AGREEMENT UPON APPROVAL AND EXECUTION BY ALL PARTIES]**
Exhibit C: Title Commitment

- (iv) Non-Waiver. Except as expressly provided in this Agreement, the mere failure by a party to insist upon the strict performance of any obligation of this Agreement or to exercise any right or remedy related to a default thereof shall not constitute a waiver of its rights. If a party waives a right under this Agreement, that waiver shall not be deemed a waiver of any other right.
- (v) Severability. If any provision of this Agreement is invalid or unenforceable against any party under certain circumstances, then this Agreement will be deemed to be amended by deleting such provision. This Agreement will be enforceable, as amended, to the fullest extent allowed by Applicable Laws and so long as the amendment does not result in a failure of consideration.
- (vi) Time. Time is of the essence in the performance of this Agreement. If any date upon which action is required under this Agreement is a Saturday, Sunday, or legal holiday, the date will be extended to the first business day after such date that is not a Saturday, Sunday or legal holiday.

E. Enforcement.

(i) **Default.**

(a) Seller's Remedies. In the event Purchaser shall default in its obligations under this Agreement, including its obligation to purchase the Property from Seller pursuant to this Agreement for any reason, except by reason of a material default by Seller or the permitted termination of this Agreement by Purchaser or Seller as herein expressly provided, Purchaser shall be in breach of its obligations hereunder and Seller shall be released from any further obligations hereunder. BY INITIALING BELOW, PURCHASER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF SUCH A BREACH OF THIS AGREEMENT BY PURCHASER WOULD BE EXTREMELY DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT THE AMOUNT OF THE EARNEST MONEY DEPOSIT IS THE PARTIES' BEST AND MOST ACCURATE ESTIMATE OF THE DAMAGES SELLER WOULD SUFFER IN THE EVENT THE TRANSACTION PROVIDED FOR IN THIS AGREEMENT FAILS TO CLOSE, AND THAT SUCH ESTIMATE IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT. PURCHASER AND SELLER AGREE THAT SELLER'S RIGHT TO RETAIN THE EARNEST MONEY DEPOSIT SHALL BE THE SOLE REMEDY OF SELLER AT LAW IN THE EVENT OF SUCH A BREACH OF THIS AGREEMENT BY PURCHASER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION, IF PURCHASER BRINGS AN ACTION

AGAINST SELLER FOR AN ALLEGED BREACH OR DEFAULT BY SELLER OF ITS OBLIGATIONS UNDER THIS AGREEMENT, RECORDS A LIS PENDENS OR OTHERWISE ENJOINS OR RESTRICTS SELLER'S ABILITY TO SELL AND TRANSFER THE PROPERTY OR REFUSES TO CONSENT TO OR INSTRUCT RELEASE OF THE EARNEST MONEY DEPOSIT TO SELLER IF REQUIRED BY ESCROW AGENT (EACH A "**PURCHASER'S ACTION**"), SELLER SHALL NOT BE RESTRICTED BY THE PROVISIONS OF THIS SECTION FROM BRINGING AN ACTION AGAINST PURCHASER SEEKING EXPUNGEMENT OR RELIEF FROM ANY IMPROPERLY FILED LIS PENDENS, INJUNCTION OR OTHER RESTRAINT, AND/OR RECOVERING FEES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) WHICH SELLER MAY SUFFER OR INCUR AS A RESULT OF ANY PURCHASER'S ACTION; AND THE AMOUNT OF ANY SUCH FEES, COSTS AND EXPENSES AWARDED TO SELLER SHALL BE IN ADDITION TO THE LIQUIDATED DAMAGES SET FORTH HEREIN. NOTHING IN THIS AGREEMENT SHALL, HOWEVER, BE DEEMED TO LIMIT PURCHASER'S LIABILITY TO SELLER FOR DAMAGES OR INJUNCTIVE RELIEF FOR BREACH OF PURCHASER'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR THE REDEVELOPMENT AGREEMENT.

ACCEPTED AND AGREED TO:

Seller

Purchaser

(b) **Purchaser's Remedies.** In the event Seller shall default in its obligation to convey the Property to Purchaser pursuant to this Agreement for any reason, except Purchaser's default or the permitted termination of this Agreement by Seller or Purchaser as herein expressly provided, Purchaser shall be entitled, as its sole and exclusive remedy, to either (i) (a) terminate this Agreement (by delivering notice to Seller which includes a waiver of any right, title or interest of Purchaser in the Property) or (b) if Purchaser so elects, pursue an action at law for recovery of Purchaser's actual out-of-pocket third-party costs incurred as part of Purchaser's due diligence efforts hereunder, subject to the Maximum Liability Cap (as defined below in Section 12.E (v)), which action must be commenced, if at all, within the sixty (60) day period following the occurrence of such default of Seller (the "**Limitation Period**"); provided, however, that if, within the Limitation Period, Purchaser gives Seller written notice of such a breach and Seller commences to cure and thereafter terminates such cure effort, Purchaser shall have an additional thirty (30) days from the date of such termination within which to commence an action at law for third-party costs, as aforesaid, as a consequence of Seller's failure to cure or (ii) treat this Agreement as being in full force and effect and pursue only the specific performance of this Agreement, provided that Purchaser must commence any action for specific performance within sixty (60) days after the scheduled Final Closing Date. Purchaser waives any right to pursue any other remedy at law or equity for such default of Seller, including, without

limitation, any right to seek, claim or obtain damages, punitive damages or consequential damages. In no case shall Seller ever be liable to Purchaser under any statutory, common law, equitable or other theory of law, either prior to or following the Closing, for any lost rents, profits, "benefit of the bargain," business opportunities or any form of consequential damage in connection with any claim, liability, demand or cause of action in any way or manner relating to the Property, the condition of the Property, this Agreement, or any transaction or matter between the parties contemplated hereunder. Purchaser's remedies hereunder are in addition to the right to receive the return of the Earnest Money to the extent it is not applied to the Purchase Price in connection with Purchaser's action for specific performance.

- (ii) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns, if any.
- (iii) Attorney Fees. In any litigation filed to enforce this Agreement, the Parties will be responsible to pay its own attorney's fees, except as noted above in Section 12.E (i)(a).
- (iv) Venue. Venue for any litigation concerning the enforcement of this Agreement shall be in the Circuit Court of Cook County, Illinois, or the federal district court for the Northern District of Illinois.
- (v) Limitation on Liability. In any action or actions brought to enforce the obligations of Seller under this Agreement or any other document delivered in connection herewith, the judgment(s) or decree(s) shall be subject to the provisions of this Section and shall, otherwise in any event, be enforceable against Seller only up to an aggregate maximum amount of \$50,000 ("Maximum Liability Cap").

F. Execution of Agreement.

- (i) Corporate Authority Approval Required.
 - (a) Effectiveness; Irrevocable Offer. Purchaser acknowledges that (1) this Agreement is not effective until it is approved by Seller's City Council in accordance with Applicable Laws and executed by the Seller's Mayor, (2) by executing this Agreement and delivering it to Seller, Purchaser has made an offer to Seller to enter into this Agreement, (3) such offer may be accepted by the lawful approval of the Agreement by Seller's City Council, and (4) that such offer is irrevocable until 30 days after approval by the City Council and execution by the Mayor.
 - (b) Consideration. Purchaser acknowledges that Seller's good faith consideration of this Agreement and Purchaser's irrevocable offer, is adequate consideration for Seller's agreements in this Section.
- (ii) Counterparts and Effectiveness. The Parties may execute this Agreement in multiple counterparts, all of which taken together will constitute a single

Agreement binding on the Parties, notwithstanding that the Parties are not signatories to the same counterpart. This Agreement will be deemed fully executed, and effective as of the Effective Date, when each party has executed at least one counterpart. Any signature of a party to this Agreement that is sent by that party to the other party via a telefax transmission or via an email transmission in a PDF format shall be deemed a binding signature hereto. Each party shall deliver an original signature to the other party upon the other party's request.

- (iii) Representations and Warranties. Purchaser and Seller, represents and warrants to each other that (i) it has the requisite power and authority to enter into and perform the terms of this Agreement, (ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (a) have been duly authorized by all necessary action and authority and (b) do not violate any agreement to which it is a party, and (iii) no other proceedings on its part, other than as noted in this Agreement, are necessary in order to permit him, her, or it to consummate the transactions contemplated hereby, and (iv) the person executing this Agreement on its behalf, is fully authorized to execute this Agreement, and, by doing so, to bind or it to the obligations under this Agreement.

G. **Notices.** Notices under this Agreement must be delivered (i) personally, (ii) by overnight delivery by a nationally recognized courier service, or (iii) by email, with the notice also being sent personally, by overnight delivery as set forth above, or by regular U.S. mail. Notices under this agreement must be sent to the following addresses or to such other or further addresses as a party may hereafter designate by notice:

if to Seller:	CITY OF DES PLAINES 1420 Miner St. Des Plaines, IL 60016 Attn.: Michael Bartholomew, City Manager Email: mbartholomew@desplaines.org
with a copy to:	Elrod Friedman LLP 325 North LaSalle St. Suite 450 Chicago, Illinois 60603 Attn: Peter Friedman Email: peter.friedman@elrodfriedman.com Email: megan.cawley@elrodfriedman.com
if to Purchaser:	622 GRACELAND APARTMENTS LLC 546 S. Summit St. Barrington, IL 60010 Attn: Joseph Z. Taylor III Email: jztaylor@compasspointdevelopment.com
with a copy to:	Latimer LeVay Fyock LLC 55 W. Monroe St., Suite 1100 Chicago, IL 60603 Attn: Cary R. Latimer

Email: clatimer@llflegal.com

Any notice shall be deemed given upon actual receipt. Nothing in this Section will be deemed to invalidate a notice that is actually received, even if it is not given in strict accordance with this Section.

H. **Time of Essence.** Time is of the essence to this Agreement and to all dates and time periods set forth herein.

I. **Deliberately Omitted.**

J. **Assignment by Purchaser.** Purchaser may not assign its rights under this Agreement except as provided in the Redevelopment Agreement.

K. **Recordation.** This Agreement may not be recorded and any attempt to do so shall be of no effect whatsoever.

[SIGNATURE PAGE FOLLOWS]

The undersigned execute this Agreement on the dates next to their signatures and acknowledge that this Agreement will become effective as of the Effective Date.

SELLER:

CITY OF DES PLAINES, an Illinois home rule municipality

By: _____
Name: Andrew Goczkowski
Title: Mayor

ATTEST:

By: _____
Name: Jessica M. Mastalski
Title: City Clerk

PURCHASER:

622 GRACELAND APARTMENTS LLC, an Illinois limited liability company

COMPASSPOINT DEVELOPMENT LLC,
an Illinois limited liability company

By: _____
Name: Joseph Taylor III
Title: Manager

Attest:

By: _____
Name: Seema Awatramani
Title: Manager

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE SOUTHEASTERLY 40 FEET OF LOT 32 AND LOT 33 IN BLOCK 1 IN DES PLAINES MANOR TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JULY 14, 1911 AS DOCUMENT 4793563, IN COOK COUNTY, ILLINOIS.

PIN 09-17-306-040-0000

Commonly known as 1332 Webford Ave, Des Plaines, Illinois.

EXHIBIT B

REDEVELOPMENT AGREEMENT

(to be attached by the Parties by or before the end of Due Diligence)

EXHIBIT C

TITLE COMMITMENT

Section 1. - ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:

Commitment Number:



614LD CCHI2104

Section 2. - NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

Section 3. - COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Section 4. - Chicago Title Insurance Company

By:

Countersigned By:

Attest:

Randy Quirk, President

Marjorie Nemzura, Secretary



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ALTA Commitment for Title Insurance (08/01/2016)

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CCHI2104614LD

Transaction Identification Data for reference only:

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Insurance Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Email: chicagocommercial@ctt.com	Chicago Title and Trust Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Main Fax: (312)223-3018

Section 5. - Order Number: CCHI2104614LD

Property Ref.: DP - 1332 Webford Avenue, Des Plaines, IL

Section 6. - SCHEDULE A

1. Commitment Date: June 25, 2021
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
Proposed Insured: Compasspoint Development LLC, an Illinois limited liability company
Proposed Policy Amount: \$300,000.00
 - (b) ALTA Loan Policy 2006
Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy
Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is: Fee Simple
4. The Title is, at the Commitment Date, vested in:
The City of Des Plaines, a Municipal corporation of the State of Illinois
5. The Land is described as follows:

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THE SOUTHEASTERLY 40 FEET OF LOT 32 AND LOT 33 IN BLOCK 1 IN DES PLAINES MANOR TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JULY 14, 1911 AS DOCUMENT 4793563, IN COOK COUNTY ILLINOIS.

Section 7. - END OF SCHEDULE A

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CCHI2104614LD

Section 8. - SCHEDULE B, PART I REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**

Section 9. - END OF SCHEDULE B, PART I

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CCHI2104614LD

**Section 10. - S
CHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

Section 11. - 1. Rights or claims of parties in possession not shown by Public Records.

Section 12. - 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

Section 13. - 3. Easements, or claims of easements, not shown by the Public Records.

Section 14. - 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

Section 15. - 5. Taxes or special assessments which are not shown as existing liens by the Public Records.

Section 16. - 6. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically

7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

C 8. Note for additional information: the County Recorder requires that any documents presented for recording contain the following information:

A. The name and address of the party who prepared the document;

B. The name and address of the party to whom the document should be mailed after recording;

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- C. All permanent real estate tax index numbers of any property legally described in the document;
- D. The address of any property legally described in the document;
- E. All deeds should contain the address of the grantee and should also note the name and address of the party to whom the tax bills should be sent.
- F. Any deeds conveying unsubdivided land, or, portions of subdivided and, may need to be accompanied by a properly executed "plat act affidavit."

In addition, please note that the certain municipalities located in the County have enacted transfer tax ordinances. To record a conveyance of land located in these municipalities, the requirements of the transfer tax ordinances must be met. A conveyance of property in these cities may need to have the

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CCHI2104614LD

Section 17. - S
SCHEDULE B, PART II
EXCEPTIONS
 (continued)

appropriate transfer tax stamps affixed before it can be recorded. This exception will not appear on the policy when issued.

G 9.

1. Taxes for the year(s) 2020 and 2021 2021 taxes are not yet due or payable.

1A. Note: 2020 first installment was due March 2, 2021 Note: 2020 final installment not yet due or payable

Perm tax#	Pcl	Year	1st Inst	Stat
09-17-306-040-0000	1 of 1	2020	Not Billed	

Perm tax# 09-17-306-040-0000 Pcl 1 of 1 Volume 89

3A The general taxes as shown below are marked exempt on the collector's warrants.

Year(s): 2019 and prior

Unless satisfactory evidence is submitted to substantiate said exemption our policy, if and when issued, will be subject to said taxes.

D 10. Note: The land lies within a county which is subject to the Predatory Lending Database Act (765 ILCS 77/70 et seq. as amended). A Certificate of Compliance with the act or a Certificate of Exemption therefrom must be obtained at time of closing in order for the Company to record any insured mortgage. If the

closing is not conducted by the company, a certificate of compliance or a certificate of exemption must be attached to any mortgage to be recorded.

Note: for Cook, Kane, Will and Peoria counties, the act applies to mortgages recorded on or after July 1, 2010.

- N 11. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
- B 12. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- A 13. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
- H 14. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CCHI2104614LD

Section 18. - S
SCHEDULE B, PART II
EXCEPTIONS
(continued)

things, additional exceptions or requirements after the designation of the Proposed Insured.

- I 15. Municipal Real Estate Transfer Tax Stamps (or proof of exemption) must accompany any conveyance and certain other transfers or property located in Des Plaines. Please contact said municipality prior to closing for its specific requirements, which may include the payment of fees, an inspection or other approvals.
- K 16. Since a governmental entity holds title to the Land, any conveyance or mortgage of the land is subject to the limitations and conditions imposed by law. Proof of compliance with the same should be furnished.
- M 17. Easement(s) for the purpose(s) and rights incidental thereto as reserved in a document; reserved by the grantors, for purpose perpetual use an enjoyment of water pipes, sewer pipes, mains, catch basin, gas pipes, etc. , recorded on October 21, 1952 as Document No. LR1429065, affects part of the Land therein described.
- E 18. Effective June 1, 2009, if any document of conveyance for Cook County Residential Real Property is to be notarized by an Illinois notary public, Public Act 95-988 requires the completion of a Notarial Record for each grantor whose signature is notarized. The Notarial Record will include the thumbprint or fingerprint of the grantor. The grantor must present identification documents that are valid; are issued by a state or

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federal government agency, or consulate; bear the photographic image of the individual's face; and bear the individual's signature. The Company will charge a fee of \$25.00 per Notarial Record.

O 19. Note for information (Endorsement Requests):

All endorsement requests should be made prior to closing to allow ample time for the company to examine required Documentation.

Note: before any endorsements can be approved, we should be informed as to the land use and as to what type of structure is on the land.

(This note will be waived for the policy,)

P 20. Informational Note:

To schedule any closings in the Chicago Commercial Center, please call (312)223-2707.

Q 21. Rights of the public and quasi public utilities to maintain overhead wires as shown on the plat of survey by Haeger Engineering dated August 5, 2021, number 21-162.

R 22. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Compasspoint Development LLC, an Illinois limited liability company

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CCHI2104614LD

**Section 19. - S
CHEDULE B, PART II
EXCEPTIONS
(continued)**

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

Section 20. - END OF SCHEDULE B, PART II

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CCHI2104614LD

Section 21. - COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Section 22. - END OF CONDITIONS

1031 EXCHANGE SERVICES

Section 23. - If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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POLICE DEPARTMENT

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

MEMORANDUM

Date: June 23, 2022

To: Mike Bartholomew, City Manager

From: Dave Anderson, Police Chief 

Subject: Amendments to the Board of Fire & Police Commission Rules and Regulations/Lateral Entry

Issue: The City Council, at its November 15, 2021 meeting, adopted Ordinance M-14-21 which made amendments to Chapter 6 of Title 2 of the City Code (“Code”) concerning the Board of Fire and Police Commissioners (“Board”). The amendments included but were not limited to the City Council having authority to approve the adoption of rules and regulations of the Board. Due to ongoing staffing challenges faced by the police department, the Board collaborated with staff to identify rule changes that include a best practice lateral entry process.

Analysis: Over the last 24 months, the police department has been faced with ongoing staffing shortages caused by retirements. Although the City has allowed the police department to hire new officers, the staffing challenge has been heightened by the reduction of academy training slots due to the COVID-19 pandemic. The Board collaborated with staff in several open meetings to generate proposed changes to the Board Rules and Regulations that include a best practice lateral entry process. The proposed lateral entry process will allow for the City to recruit experienced certified police officers who will not need to be sent to a basic police academy. The proposed rule changes include modifications to Chapter III – Police Department Examinations Original Appointments and the addition of Chapter IIIA – Police Officer Lateral Entry.

On May 19, 2022, at a Special Meeting of the Board of Fire & Police Commission, the board approved the rules as amended.

Recommendation: The Board and staff recommend approval of Resolution R – 129 – 22 amending the Rules and Regulations of the Board of Fire and Police Commissioners.

Attachments:

Resolution – R - 129 -22

Exhibit A – Amended Board of Fire & Police Commission Rules and Regulations

CITY OF DES PLAINES

RESOLUTION R - 129 – 22

A RESOLUTION APPROVING AMENDMENTS TO THE RULES AND REGULATIONS OF THE BOARD OF FIRE AND POLICE COMMISSIONERS OF THE CITY OF DES PLAINES, ILLINOIS.

WHEREAS, the City of Des Plaines (“*City*”) is a home rule municipality pursuant to Article VII Section 6, of the Constitution of the State of Illinois; and

WHEREAS, Chapter 6 of Title 2 of the City Code of the City of Des Plaines establishes the Board of Fire and Police Commissioners (“*Board*”) and sets forth the powers and duties of the Board; and

WHEREAS, the Board undertakes its responsibilities in accordance with the Board’s Rules and Regulations (“*Rules*”); and

WHEREAS, pursuant to Section 2-6-5.A of the City Code, the Board has authority to prepare proposed amendments to the Rules for the City’s Council’s consideration and approval; and

WHEREAS, on May 19, 2022, the Board finalized proposed amendments to the Rules to, among other things, add a new Chapter IIIA, titled “Police Officer Lateral Entry” (“*Amended Rules*”) and has sent the Amended Rules to the City Council for its consideration; and

WHEREAS, the City Council has reviewed the Amended Rules and has determined that it is in the best interests of the City to approve the Amended Rules in the form attached to this Resolution;

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

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

SECTION 2: APPROVAL OF AMENDED RULES. The City Council hereby approves the Amended Rules attached to this Resolution as **Exhibit A**.

SECTION 3: 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 _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

EXHIBIT A
AMENDED RULES

**RULES AND REGULATIONS
OF THE BOARD OF
FIRE AND POLICE COMMISSIONERS**



CITY OF DES PLAINES, ILLINOIS

Revised and Recommended by the Board of Fire and Police Commission
Approved by the City Council January 18, 2022.
Published January 26, 2022.
Effective February 4, 2022.

This Board of Fire and Police Commissioners was created in 1935 by the voters of the City of Des Plaines.

The authority and duties of the Board were enacted by the Mayor and City Council as a result of the efforts of the voters.

These Rules and Regulations Supersede all previous versions.

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RULES AND REGULATIONS OF THE BOARD OF FIRE AND POLICE COMMISSIONERS

CITY OF DES PLAINES, ILLINOIS

As approved by the Des Plaines City Council
and adopted by the Board of Fire and Police Commissioners

CHAPTER I - ADMINISTRATION

SECTION 1 – Source of Authority

The Board of Fire and Police Commissioners of the City of Des Plaines, Illinois, derives its power and authority from the Des Plaines City Council in the exercise of its home rule authority and from the Illinois Board of Fire and Police Commissioners Act, 65 ILCS 5/10-2.1-1 *et seq.*

SECTION 2 – Definitions

- The word “Board” means the Board of Fire and Police Commissioners of the City of Des Plaines, Illinois.
- The word “City” means the City of Des Plaines.
- The word “officer” means any person holding a full time non-probationary appointment in the in the Police Department or Fire Department of the City.
- The term “police officer” does not include auxiliary police officers.
- The “Recording Secretary” is a City staff member designated by the City Manager who serves as the liaison to the Board.

The singular includes the plural, and the plural the singular.

SECTION 3 – Board Members and their Duties

The Board shall, annually, on the first meeting, elect a Chairperson and a Secretary. They shall hold office until their successors are duly elected and qualified. The Chairperson shall be the presiding officer at all meetings.

SECTION 4 – Meetings

a) Regular meetings shall be held at such times as the Board shall determine. Notice shall be posted and meetings shall be open to the public. The Board may act only in a properly convened meeting, and no single Board member shall have the authority to

act on behalf of the Board except only if that Board member is authorized by State law, or the City Council, or a majority of the Board members during a meeting of the Board.

b) Special meetings shall be open, notice thereof to be posted 48 hours prior to convening. The notice shall state the general purposes of the special meeting and shall set forth the time and place of such special meeting.

c) During any regular or special meeting, a closed session may be held pursuant to the Illinois Open Meetings Act and upon a proper motion made by any single member of the Board, with the motion seconded and approved. Closed sessions may be limited to Board members, the Recording Secretary and such invited persons as the Board may deem necessary. The Recording Secretary will record the motion to close the meeting, record the roll call vote of the members on said motion and keep minutes of the closed session.

d) Public notice of any regularly scheduled or special meeting shall be given in accordance with the Illinois Open Meetings Act.

e) Minutes shall be kept as follows:

- The Recording Secretary shall keep written minutes of all meetings of the Board, regardless of the nature of the meeting.
- The minutes shall include the date, time and place of the meeting, the presence or absence of the Board members; a summary of all discussions deliberations, decisions and other activities, any and all votes taken, including the member making the motion, the second and the results of voting.
- All minutes of the proceedings of the Board at regular or special meetings shall be prepared in draft form and copies provided to all Board members along with the notice of the next meeting. The minutes of the preceding meeting, with any changes made by a motion properly made and carried or as directed by the Chairperson without objections, shall be approved by the Board and signed by the Chairman and the Secretary no later than 30 days after the meeting or the Board's second subsequent regular meeting, whichever is later.
- Any verbatim recording of the open session of meetings by the Recording Secretary shall be only for the purposes of preparing written minutes. Once the Board has approved the written minutes, the Recording Secretary shall destroy the verbatim recording

The official minutes of the Board shall be provided to the City Clerk to be kept on file or kept in the Board's files at City Hall and shall be made available to persons for inspection during regular business hours and on the City's website within 10 days after approval.

- f) Verbatim Record of Closed Meetings shall be managed as follows:
- The Recording Secretary shall audio record all closed meetings. After the closed meeting, the person making the audio recording shall label the recording with the date and store it in a secure location.
 - After 18 months have passed since being made, the audio recording of a closed meeting shall be destroyed, provided the Board has approved its destruction and approved any written minutes of the particular closed meeting.

The verbatim record of a meeting closed to the public shall not be open for public inspection or subject to discovery in any administrative or judicial proceeding other than one brought to enforce this Act. At no time will an audio recording be released that would violate State or federal privacy, confidentiality requirements, including, but not limited to, any matter concerning (i) communications between the Board and an attorney representing the Board and (ii) all information exempted from the disclosure under the Illinois Freedom of Information Act.

g) Semi-Annual Review of Minutes: The Board shall periodically, but no less than semi-annually, meet to review minutes of all closed meetings which have not been released for public inspection. After review is made, the Board shall make a determination and report in open session that the need for confidentiality still exists as to all or part of those minutes or that the minutes of portions thereof no longer require confidential treatment and are available for public inspection.

h) Open Meetings Act: Each Board member must complete the electronic training curriculum developed and administered by the Public Access Counselor within 90 days of appointment to the Board and file a copy of the certificate of completion to the Recording Secretary.

SECTION 5 – Quorum

Two members of the Board shall constitute a quorum for the conducting of all business. A quorum is required to conduct a meeting.

SECTION 6 – Order of Business

The order of business at any meeting shall be as follows unless the Board determines otherwise for a particular purpose:

- a) Call to order
- b) Roll Call
- c) Public Comments
- d) Approval of Minutes
- e) Communications

- f) Unfinished Business
- g) New Business
- h) Report of Commissioners
- i) Executive/Closed Session
- j) Adjournment

SECTION 7 – Procedure

The current edition of Robert’s “Rules of Order” shall govern the proceedings of the Board except when these or any other adopted rules are in conflict, in which case these or any other adopted rules shall prevail.

SECTION 8 – Amendments

The Board, with the approval of the City Council, may amend these Rules and Regulations from time to time. The Board shall submit each proposed amendment to the City Council for its approval prior to the amendment being printed for distribution. After City Council approval, each amendment shall be printed for distribution, and the Secretary shall give notice of (a) the place where the printed Rules and Regulations, as amended, may be obtained and (b) the date, not less than 10 days subsequent to the time of publication, when the Rules and Regulations as amended shall take effect. Such notice shall be published in a newspaper published in the City or, if no newspaper is published in the City, then in a newspaper with a general circulation within the City.

SECTION 9 – Annual Report and Budget Request

The Board shall submit to the City Council an Annual Report of its activities and shall provide, as requested by the City Manager, data and other input relevant to the City’s budget process.

SECTION 10 – Attorney for Board

The City Attorney shall be the attorney for the Board. However, in the event of a conflict of interest and/or potential or perceived conflict of interest, the City Council shall employ an attorney of its choosing to represent the Board for the matter for which there is or may be a conflict of interests.

CHAPTER II – POLICE DEPARTMENT APPLICATIONS

SECTION 1 – Qualifications

All applicants for a position in the police department other than accelerated entry applicants shall be subject to an examination, which shall be public and competitive. The Board may charge a fee for any examination.

Applicants for examination for the police department must be electors of the United States.

Applications for positions shall be filed upon forms furnished by the Board, and applicants must comply with the requirements of said form in every respect. The application must be filed with the Board prior to taking an examination.

Applicants must possess, at minimum, a high school diploma or GED equivalent, plus the following:

- Documentation of successful completion of a physical ability test as approved by the Board, if required.

Every applicant must be of good moral character, of temperate habits, of sound health and must be physically able to perform the duties of the position applied for. The burden of establishing these facts rests upon the applicant.

The applicant shall furnish, with the applicant's application, a Military Service Record and Discharge papers if applicable and proof of eligibility for preference points as provided in Chapter III, Section 5.

No person with a record of misdemeanor convictions shall be disqualified from taking the examination to qualify for a position in the police department on the grounds of habit or moral character, unless the conviction involved one or more of the following misdemeanors (or an offense with substantially the same elements, or prior or newer versions or numbering thereof): 720 ILCS 5/11-1.50 Criminal sexual abuse; 720 ILCS 5/11-6, Indecent solicitation of a child; 720 ILCS 5/11-7, Adultery; 720 ILCS 5/11-9, Public indecency; 720 ILCS 5/11-14, Prostitution; 720 ILCS 5/11-15, Soliciting for a prostitute; 720 ILCS 5/11-17, Keeping a place of prostitution; 720 ILCS 5/11-18, Patronizing a prostitute; 720 ILCS 5/11-19, Pimping; 720 ILCS 5/11-30, Public Indecency; 720 ILCS 5/11-35, Adultery; 720 ILCS 5/12-2, Aggravated assault; 720 ILCS 5/12-6, Intimidation; 720 ILCS 5/14-4 Eavesdropping Sentence; 720 ILCS 5/12-15, Criminal sexual abuse; 720 ILCS 5/16-1, Theft; 720 ILCS 5/21-1.3 Criminal Defacement of Property; 720 ILCS 5/24-1(A)1, Unlawful use of weapons (sale, manufacture, possession of certain weapons); 720 ILCS 5/24-1(A)6, Unlawful use of weapons (possession of silencer); 720 ILCS 5/24-1(A)8, Unlawful use of weapons (firearms, etc. in intoxicating beverage establishment at public gathering); 720 ILCS 5/24-3.1, Unlawful possession of firearms and firearm ammunition; 720 ILCS 5/24-5, Defacing identification marks of firearms; 720 ILCS 5/25-1, Mob action; 720 ILCS 5/28-3, Keeping a gambling place; 720 ILCS 5/31-1, Resisting or obstructing a peace officer, firefighter, or correctional institution employee; 720 ILCS 5/31-4, Obstructing justice; 720 ILCS 5/31-6, Escape; failure to report to a penal institution or to report for periodic imprisonment; 720 ILCS 5/31-7, Aiding escape; 720 ILCS 5/32-1, Compounding a crime; 720 ILCS 5/32-2, Perjury; 720 ILCS 5/32-3, Subornation of perjury; 720 ILCS 5/32-4, Communicating with jurors and witnesses; 720 ILCS 5/32-8, Tampering with public records; as amended.

SECTION 2 – Disqualification

Any false statement knowingly made by a person in an application for examination, including inducing a third party to make any false statement, or complicity in any fraud touching the same, shall be regarded as good cause for exclusion from any examination.

The Board may refuse to examine an applicant or, after examination to certify the applicant as ineligible:

a) Who is found lacking in any of the established preliminary requirements for the service for which he or she applies.

b) Who is not an otherwise qualified person by reason of being unable to perform the essential functions of the job sought with or without reasonable accommodation.

c) Who suffers from alcoholism that prevents the applicant from performing the essential functions of the job, with or without reasonable accommodation, or an individual who is currently using drugs and/or narcotics illegally, or who has engaged in any illegal use of marijuana within the last 2 years, cocaine use within the last 5 years, designer drugs within the last 5 years, prescription drug use within the last 5 years, or who has ever used heroin and/or hallucinogens; and/or has ever used any illicit drug or controlled substance through injection, which when combined with other relevant factors suggests the applicant will not be able to successfully perform the job duties of a police officer.

d) Who is a chronic gambler or has been convicted of a felony or a crime involving moral turpitude or abuse of a family member or domestic battery, as defined by 720 ILCS 5/12-3.2. However, no person shall be disqualified from appointment to the police department because of such person's record of misdemeanor convictions, except those under 720 ILCS 5/11-1.50 Criminal sexual abuse; 720 ILCS 5/11-6, Indecent solicitation of a child; 720 ILCS 5/11-7, Adultery; 720 ILCS 5/11-9, Public indecency; 720 ILCS 5/11-14, Prostitution; 720 ILCS 5/11-15, Soliciting for a prostitute; 720 ILCS 5/11-17, Keeping a place of prostitution; 720 ILCS 5/11-18, Patronizing a prostitute; 720 ILCS 5/11-19, Pimping; 720 ILCS 5/11-30, Public Indecency; 720 ILCS 5/11-35, Adultery; 720 ILCS 5/12-2, Aggravated assault; 720 ILCS 5/12-6, Intimidation; 720 ILCS 5/14-4 Eavesdropping Sentencing; 720 ILCS 5/12-15, Criminal sexual abuse; 720 ILCS 5/16-1, Theft;; 720 ILCS 5/21-1.3, Criminal Defacement of Property; 720 ILCS 5/24-1(A)1, Unlawful use of weapons (sale, manufacture, possession of certain weapons); 720 ILCS 5/24-1(A)6, Unlawful use of weapons (possession of silencer); 720 ILCS 5/24-1(A)8, Unlawful use of weapons (firearm, etc. in intoxicating beverage establishment at public gathering); 720 ILCS 5/24-3.1, Unlawful possession of firearms and firearm ammunition; 720 ILCS 5/24-5, Defacing identification marks of firearms; 720 ILCS 5/25-1, Mob action; 720 ILCS 5/28-3, Keeping a gambling place; 720 ILCS 5/31-1, Resisting or obstructing a peace officer, firefighter, or correctional institution employee; 720 ILCS 5/31-4,

Obstructing justice; 720 ILCS 5/31-6, Escape; failure to report to a penal institution or to report for periodic imprisonment; 720 ILCS 5/31-7, Aiding escape; 720 ILCS 5/32-1, Compounding a crime; 720 ILCS 5/32-2, Perjury; 720 ILCS 5/32-3, Subornation of perjury; 720 ILCS 5/32-4, Communicating with jurors and witnesses; 720 ILCS 5/32-8, Tampering with public records; as amended, or prior or newer versions or numbering thereof, or of an offense with substantially the same elements as an offense enumerated above, or arrest for any cause without conviction thereon. Any such person who is in the department may be removed on charges brought as herein provided.

e) Who has criminal proceedings pending or is under investigation for a crime if the Board determines after investigation that the applicant's underlying conduct makes him or her unfit to be a police officer; or who maintains an ongoing relationship with individuals (excluding immediate family members) who have been convicted of felony crimes and are reputed to be involved in recent or current criminal activity.

f) Who has been dismissed from any public service for good cause and/ or violation of public trust.

g) Who, in the judgment of the Board, has willfully provided false or misleading information during the application process, in his/her written Personal History Questionnaire, or has attempted to practice any deception or fraud in his or her submissions to or dealings with the Board, the Police Department, or the City of Des Plaines.

h) Whose character and employment references are unsatisfactory.

i) Who is lacking in personal qualifications, educational requirements, or health qualifications.

j) Who has applied for the position of police officer and is or has been classified by his or her Local Selective Service Draft Board as a conscientious objector.

k) Who does not have a valid Illinois driver's license or the ability to obtain an Illinois license.

The Police Department shall submit to the Board a written statement of the character, fitness, and/or other factors bearing on the ability of the applicant to perform the duties of a police officer.

Any applicant, or eligible, deemed disqualified hereunder, shall be notified by the Board.

SECTION 3 – Age Requirements

All applicants shall be under 35 years of age at the time of the written examination. This age limitation does not apply to any person previously employed as a police officer in a regularly constituted police department of any municipality, or to any person who

has served as an auxiliary police officer pursuant to Section 3.1-30-20 of the Illinois Municipal Code for at least five (5) years and is under 40 years of age, or to any person who has served as a deputy under Section 3-6008 of the Counties Code and otherwise meets the necessary training requirements, or to any person who has served as a sworn officer as a member of the Illinois Department of State Police. Additionally, a veteran shall be allowed to exceed the maximum age provision of this Section by the number of years served on active military duty, but by no more than 10 years of active military duty. Applicants for the police department must be at least 21 years of age as of the date of written examination.

SECTION 4 – Release of Liability

All applicants shall execute and deliver to the Board a release of all liability that may result from taking any examinations and the physical ability test in favor of the City of Des Plaines on a form to be prescribed by the Board.

CHAPTER III – POLICE DEPARTMENT EXAMINATIONS **ORIGINAL APPOINTMENTS**

SECTION 1 – Notice of Examinations

A. Entry-Level Examination. An examination for the entry-level position of police officer is public and competitive. In this regard, the examination is practical in character and related to those matters that will fairly test the capacity of the persons examined to discharge the duties of a police officer.

B. Call for Examination. The Commission may announce a call for an entry-level examination from time to time to maintain an entry-level Register of Eligibles. The call for the examination must be entered in the minutes of the Commission and must be published at least two weeks preceding the examination. The examination must be published (i) in one or more newspapers published in the City or, if no newspaper is published in the City, then in a newspaper with general circulation within the City, or (ii) on the City's internet website, or (iii) in both places.

C. Postponement. An examination may be postponed by order of the Commission, which order must state the reason for the postponement and must set a new date for the examination. The applicants will be notified of the postponement of an examination and of the new date for the examination. Each applicant will be notified at the address listed on the application form. It is the responsibility of the applicant to notify the Commission of any change in the applicant's address, phone number, email address, and other forms of contact.

SECTION 2 - Examinations

The Commission may, at any time, call for an examination to fill vacancies in the entry-level Register of Eligibles. A call for the examination will be entered in the minutes of the Commission and shall include these matters:

1. A statement of the time and place where the examination will be held.
2. Each applicant will be given a Police Department Orientation Packet and an application from the testing vendor or the Commission.
3. Each applicant will be given notice of a Physical Ability test, if that test is required by the Commission.
4. Each applicant may submit, at the time of submitting an application, a request for one or more preference points based on the types and number of preference points available as determined by the Commission. The submission must include proof of eligibility for the requested points.
5. The submission of an incomplete application may be cause for immediate disqualification of the applicant from the examination process. Applicants disqualified from the examination process may not re-apply for an entry-level position with the City for 12 months from the time of the disqualification.

SECTION 3 – Type of Tests

Applicants may be required to participate in a physical ability test, polygraph test, written test, oral test, and any other components as determined by the Commission prior to the beginning of the examination process, and as more particularly set forth in Section 4 below. Tests will not include questions regarding political or religious opinions or affiliations.

SECTION 4 – List of Examinations – Minimum Grade

The following tests will be administered in the following order, except that the Commission may add, eliminate, modify or otherwise change one or more tests. The Commission will summarize the types and order of tests, percentage weights, and minimum passing grades. The failure to achieve a minimum passing grade for any test will disqualify the applicant from any further participation.

<u>Examinations</u>	<u>% of Total Grade</u>	<u>Minimum Passing</u>
Written Test *	100%	75%
Polygraph Test		Pass or Fail

Background Investigation	Pass or Fail
Final Oral Examination (interview) by Commission/Staff	Pass or Fail
Psychological Examination**	Pass or Fail
Medical Examination**	Pass or Fail

* The Written Test will be announced by the Commission prior to conducting the test, and the test may vary based upon the examination or the testing agency used by the Commission.

** The Psychological and Medical Examinations will be given only to an applicant after said applicant has received a conditional offer of employment; however, if the post-offer Psychological and/or Medical Examination shows that the applicant is unable to perform the essential functions of the job, with or without reasonable accommodations, the Commission reserves the right to withdraw said employment offer.

SECTION 5 – Preference Points

Upon the request of an applicant, the Commission will add 1 point for the completion of an associate’s degree from an accredited college or university (copy of official college transcript required), 2 points for completion of a Bachelor’s Degree or a higher degree from an accredited college or university (copy of official college transcript required) and 3 points for at least three years of active military service. An applicant who has lived continuously within the corporate limits of Des Plaines for at least one year as of the date of the written test shall receive 1 preference point. Proof of active military duty will be required as well as proof of an honorable discharge if separated from the military.

SECTION 6 – Original Appointment – Written Tests

Information as to the type of written test employed by the Commission will be provided. All test papers are, and will remain, the property of the City and the grading thereof by the Commission is final and conclusive. Applicants who fail to achieve a passing grade will be notified and eliminated from all further consideration.

SECTION 7 – Eligibility Register

A. The Commission will prepare an “Eligibility Register” based on the written test and preference points. In the case of a tie on the eligibility list at any position, a process of random selection will be used to break the tie as necessary prior to the hiring process.

B. A dated copy of the Register of Eligibles will be posted in the Des Plaines City Hall. That copy will include the date of expiration of the register, which will be two years after the date of posting. The expiration date may be extended, however, by the Commission at any time prior to the expiration of the register.

C. Appointment from the Register of Eligibles is subject to satisfactory completion of further examinations, including oral interviews, background investigations, polygraph testing, and tests to screen for the use of drugs and/or narcotics, as determined by the Commission. Additionally, after an applicant has received a conditional offer of appointment, the applicant will be required to submit to an in-depth Psychological Examination and thorough Medical Examination.

SECTION 8 – Preliminary Background Investigation

Each applicant who has successfully passed all prior tests and examinations will be fingerprinted and photographed for the purpose of conducting the background investigation.

SECTION 9 – Background Investigation

The Police Chief or the Chief's designee will conduct a detailed character and background investigation to review each applicant's employment history, references, educational background, criminal history, credit history, litigation history, military record, driving record, neighborhood and community standing and service, and such other data and information pertinent to a proper review and analysis of the applicant. The results of the investigation will be submitted to the Commission for review. In the event a police department investigator is not available, the Commission will approve the Chief's external investigator recommendations.

SECTION 10 – Original Appointment – Final Oral Examination/Interview

The Commission will undertake a Final Oral Examination of each applicant. All Commissioners must attend an examination if possible. At least two Commissioners must be present. The Chief of Police or one or more of the Chief's designees must be present at each examination. The participants will ask questions of the applicant regarding the applicant's speech, alertness, ability to communicate, judgment, self-confidence, social skill, and general fitness for the position, among other things. After an examination is completed, the Commissioners and the Chief will discuss the applicant's abilities. An applicant who does not complete the Final Oral Examination successfully will be notified and removed from all further consideration.

SECTION 11 – Offers

A. Each applicant who passes the written test but does not successfully complete all of the remaining requirements may not submit another application for a period of one year after the date of the written test.

B. The Commission will not tender a conditional offer of employment to an applicant until the applicant provides a certification that the applicant has passed the Physical Ability Test required by the Police Academy or has completed a Police Academy to which the City sent the applicant.

C. The Commission may reassess the physical condition of any applicant who received a conditional offer of employment from the Commission at any time before an offer is made. The Commission may withdraw the conditional offer of employment if the Commission determines the applicant (i) is physically unable to perform the duties of a Police Patrol Officer or (ii) is unable to gain admittance to the Police Academy designated by the Commission.

D. At the time the Register of Eligibles has been depleted to 30 eligible applicants or is within 6 months of the posted expiration date, the Chief of Police may recommend to the Commission that it start the next examination cycle.

SECTION 12 – Professional Tests

A. An in-depth Psychological Examination must be performed by a licensed psychologist designated by the Commission.

B. A Polygraph Test must be administered by a licensed operator designated by the Commission.

C. A Medical Examination must be performed by a licensed physician designated by the Commission.

D. A Physical Ability Test must be administered by persons designated by the Commission.

E. An applicant's binocular vision must be correctable to 20/20.

SECTION 13 – Vacancy Eligibility and Probationary Appointment

A. Vacancies to the Police Department may be filled by individuals from the Final Register of Eligibility, in the order in which their names appear on the register and having met all requirements previously listed. Some vacancies may be filled as provided in Chapter IIIA of these Rules regarding Police Officer Lateral Entry Eligibility.

B. All original appointments are for a probationary period of not less than one year upon the successful completion of all formalized training as designated by the Police Chief. In no event, however, will the probationary period exceed 36 months.

C. Any person whose name appears on the Register of Eligibles may decline appointment. The Commission thereafter may strike that person from the register or may keep that name on the register in the same order.

SECTION 14 - Certification

The final certification of Probationary Police Officers is subject to the successful completion of the Basic Training Course as provided by the Illinois Governmental Law Enforcement Officers Training Board within the prescribed probationary period. If an applicant does not successfully complete the Basic Training Course within the prescribed probational period, then the applicant may be dismissed.

Chapter IIIA — Police Officer Lateral Entry

SECTION 1 – Establishment of Lateral Entry Process

This Chapter IIIA includes, as provided by the City and the Commission, a Police Officer Lateral Entry process for applicants who have previously served as full-time sworn police officers.

SECTION 2 – Applications for Police Officer Lateral Entry

A. Notice of Police Officer Lateral Entry Process. The Commission may, at any time and for any time period, determine to start a Police Officer Lateral Entry application process. When a Police Officer Lateral Entry process is commenced, the Commission will post a notice stating “Police Officer Lateral Entry Application.” The notice will include requirements for applicants and the City’s contact information.

B. Timing. Applications for Police Officer Lateral Entry will be accepted throughout a designated time period, and will be reviewed as they are received. All applications received throughout the designated time period will expire at the end of the designated time period, except as otherwise determined by the Commission. An applicant may resubmit an application during the next designated time period.

SECTION 3 – Qualifications and Experience

An applicant for Police Officer Lateral Entry must provide and meet the following minimum experience requirements:

A. The applicant must have been employed as a full-time law enforcement officer in good standing in another law enforcement agency. The employment may be in any municipal, county, university, state, or federal law enforcement department or agency.

B. The applicant must be certified, or have the ability to be qualified to be certified by academy waiver or by the Illinois Law Enforcement Training and Standards Board by either:

1. Award of a certificate attesting to the applicant's successful completion of the minimum Standards Basic Law Enforcement Training Course, as provided in the Illinois Police Training Act, or
 2. If, having previously been certified as a law enforcement officer in another state, then having met the conditions of reciprocity as regulated by the Illinois Law Enforcement Training and Standards Board and having been employed as a full-time law enforcement officer in good standing for at least 12 months preceding the application.
- C. The applicant must establish that the applicant meets all of the following standards:
1. The applicant must have been awarded a certificate attesting to the applicant's successful completion of the Minimum Standards Basic Law Enforcement Training Course in accordance with the Illinois Police Training Act.
 2. The applicant must have earned a high school diploma or certification of completion of a GED.
 3. The applicant must be of good moral character, of temperate habits, and of sound health and must be physically able to perform the essential job functions of police officer.
 4. At the time of application, the applicant must be at least 21 years old but must not have reached the applicant's 65th birthday.
 5. The applicant must not have any of the disqualifying elements stated in these Rules.
 6. The applicant must speak and understand the English language sufficiently to successfully undertake and discharge all duties of Police Officer.

SECTION 4 – Required Elements of Application

A. Filing of Application. An application for Police Officer Lateral Entry position must be filed on a form furnished by the City and Commission, and an applicant must complete all elements of the application. The applicant must furnish copies of the following documents: (i) Birth certificate, (ii) High School diploma or certificate of completion of GED tests, and (iii) Military service records if applicable, including discharge papers (DD Form 214).

B. Entry-Level Application. In addition to an application for Police Officer Lateral Entry, applicants also may file a separate application under Chapter III of these Rules for an entry-level police department position.

C. Disqualification. An applicant will be disqualified from consideration if the applicant makes any false statement, misrepresentation, or omissions or submits any false or contrived document.

SECTION 5 – Release of Liability; Admission; Corrections

A. Release of Liability. In consideration of being admitted to the Police Officer Lateral Entry examination process, each applicant must sign and deliver to the Commission or its designated representative a release of all liability as a result of participating in the examinations, and all waivers and releases of information necessary to allow the Board to complete all elements of the examination, on forms approved by the Commission.

B. Admission to Examination; Qualification. No person may knowingly participate in any element of any examination who does not meet the minimum qualifications established for a police officer. The admission of an applicant to any examination or process is not proof the applicant is qualified or eligible for the position of police officer. Nor may the filing of an application, or the acceptance of an application, or the satisfaction of the general or special qualifications for filing an application, or being admitted to an examination, or any other provision of these Rules be construed or applied as creating any vested, property, or any other right or interest in any person to apply for, be examined for, or be appointed to any position in the Police Department.

C. Correction of Application. A defective application will be returned to the applicant for correction if the applicant otherwise is qualified for the position of police officer. A returned application must be resubmitted within the time period established by the Commission or its designated representative.

SECTION 6 – Examination Elements

A. Types of Tests and Examinations. Applicants will undertake tests and examinations as determined by the Commission and will be scored on a pass or fail standard.

B. Disqualification. An applicant will be disqualified if the applicant fails a test or a significant element of a test. As a result, the applicant will be disqualified from further participation in the examination process. The refusal of an applicant to take any examination element or test will disqualify the applicant from all participation in the testing process. An applicant for lateral entry has no appeal rights relating to the examination and appointment process.

C. Test and Examination Elements. The tests and examinations for police officer lateral entry will include the following elements and shall be scored as follows:

<u>Examination Element</u>	<u>Scoring</u>
Pre-Screening/Preliminary Background Check	Pass or Fail
Polygraph Test	Pass or Fail
Oral Interview	Pass or Fail
Detailed Character/Background Check	Pass or Fail
Psychological/Psychiatric Examination	Pass or Fail
Medical Examination	Pass or Fail

At any time, the Commission may change the order of the tests and examinations, may change the test or examination elements, and may delete a test or examination, for the purpose of determining the skills, experience, and other features of the applicants.

SECTION 7 – Pre-Offer Examination Elements

The Commission will examine applicants for Police Officer Lateral Entry who have properly applied and have met the standards for applicants stated in this Chapter. Examination elements may include, but are not limited to, the following elements:

A. Pre-Screening. The Police Department may conduct a pre-screening of the applicant. The pre-screening may include reference checks and a screening interview, as determined by the Chief of Police or the Chief's designee, upon notification of the Commission.

B. Detailed Character and Background Investigation. The Commission may conduct a detailed character and background investigation of each applicant. The Commission will determine whether an applicant has passed this element, based on the results of the investigation. If the applicant fails this element, then the applicant will not be accepted and will be removed from further participation.

C. Polygraph Test. The Commission may require that applicants undertake a polygraph test administered by a licensed polygraph examiner.

D. Oral Interview. If required by the Commission, each applicant who has passed all preceding examination elements must undergo one oral or more interviews with the Commission and Chief of Police or the Chief of Police's designee.

SECTION 8 – Post-Offer Examination

After the Commission gives notices to applicants for the position of police officer, the Commission may require that all applicants undergo the examination elements in this Section 8.

A. Psychological/Psychiatric Examination. The Commission will require each applicant to undergo a psychological examination administered by a psychologist or psychiatrist designated by the City Council as recommended by the Commission. The examination will be given solely to determine the applicant's suitability for the position of police officer. The examiner(s) must prepare and submit a report of the examination to the Commission, which will determine whether the applicant has passed the examination. If the applicant fails the examination, then the applicant's name will be removed from the Register of Eligibles; provided however that the Commission may determine that the applicant should undertake a supplemental psychological examination before a final decision is made.

B. Medical Examination. The Commission will require each applicant to undertake a comprehensive medical examination administered by a licensed physician designated by the Commission. The examiner(s) must prepare and submit a report of the examination to the Commission, which will determine whether the applicant has passed this examination. If the applicant fails this examination element, then the applicant's name will be removed from the Register of Eligibles; provided however that the Commission may determine that the applicant should undertake a supplemental medical examination before a final decision is made. The medical examination will include a physical examination as prescribed by the Commission. The examiner must include these elements in a final report (i) an opinion regarding the overall health and vision of the applicant and (ii) the results of a drug screening test administered by a licensed physician or another person designated by the City Council and recommended by the Commission. If the applicant fails the drug screening, then the applicant's name will be removed from the Register of Eligibles.

C. Supplemental Physical Test. If an applicant has not been appointed to the position of police officer because the applicant has failed the medical test or the psychological/psychiatric test, but the applicant has been retained on the Register of Eligibles, then the Commission may, within 60 days after the applicant failed the test, give the applicant a second conditional offer of appointment and authorize a retesting of the element the applicant had failed and the medical test if the applicant had not taken it.

D. Deferral. The Commission may defer any post-offer test or examination for all applicants until the Commission receives notice from the City Manager that a vacancy exists in the rank of police officer. When the City Manager gives notice to the Commission of a vacancy, then the Commission will administer the deferred examinations to the applicants who received and accepted an offer of employment and were qualified to be placed on the Register of Eligibles.

SECTION 9 – Police Officer Lateral Entry Eligibility List

A. Establishment of List. The Commission may establish a Police Officer Lateral Entry Eligibility List at any time. The Lateral Entry Eligibility List will include experienced police officers, as determined by the Commission. The Lateral Entry Eligibility List will not include entry-level police officer applicants.

B. Included Applicants.

1. All applicants who pass the pre-offer examination elements stated in Section 7 of this Chapter will be included on the Lateral Entry Eligibility List.

C. Appointments. The Commission may, but is not in any way required to, appoint a police officer from the Lateral Entry Eligibility List.

D. Modifications. The Commission may modify the number of applicants on the Lateral Entry Eligibility List and may otherwise modify the Lateral Entry Eligibility List as applicants withdraw and as new applications are received and applicants are granted conditional offers of appointment. All applicants affected by a modification of the Lateral Entry Eligibility List will be notified of the modification.

E. New List. The Commission at any time may create a new Lateral Entry Eligibility List to replace the existing list.

F. Placement on Entry-Level Register. An applicant on the Lateral Entry Eligibility List may also be placed on the Police Department Entry-Level Register of Eligibles. In that case, the applicant will be ranked on the Police Department Entry-Level Register of Eligibles in accordance with the applicant's test score in addition to being placed on the Lateral Entry Eligibility List.

G. Dissolution of List. The Commission and the City Manager may decide, at any time, that it is no longer necessary or useful under the current circumstances to maintain a Lateral Entry Eligibility List. In that event, the Lateral Entry Eligibility List will be dissolved. The dissolution of a Lateral Entry Eligibility List does not prevent the Commission, upon the request of the City Manager, from establishing a new Lateral Entry Eligibility List.

H. The Commission will post and maintain the Police Officer Lateral Entry Eligibility List from time to time.

1. The Commission may select, at the request of the City Manager, one or more applicants from the Lateral Entry Eligibility List.

2. The Commission is not required at any time to select applicants from the Lateral Entry Eligibility List.

3. A copy of the Lateral Entry Eligibility List, and any updated Lateral Entry Eligibility List, will be sent to each applicant on the list.

I. Removal of Applicant from Eligibility List. The Commission may strike, in consultation with the Chief of Police, any applicant from the Lateral Entry Eligibility List who, as determined of the Commission, (i) does not have the necessary qualifications for a Lateral Entry police officer, or (ii) does not meet other applicable standards set forth in this Chapter or elsewhere in these Rules, or (iii) makes a false presentation on any document or in any test or examination, or (iv) commits fraud or aids in the commission of fraud.

SECTION 10 – Selection of Applicants

When the Commission receives a written request from the City Manager for the appointment of a police officer from the Lateral Entry Eligibility List, then the Commission will promptly choose an applicant, in consultation with the Chief of Police. The final evaluation of the chosen applicant by the Commission and the Chief of Police may include, among other things, consideration of qualifications such as (i) law enforcement experience, (ii) the level of law enforcement training, (iii) experience in specialty law enforcement functions, (iv) result of an oral interview, and (v) result of background investigations.

CHAPTER IV – POLICE DEPARTMENT PROMOTIONAL EXAMS

SECTION 1 – General – Police Department

The Board, by its rules, shall provide for promotion in the Police Departments on the basis of ascertained merit and seniority in service and examinations, and shall provide in all cases, where it is practicable, that vacancies shall be filled by promotion. No probationary employee shall be considered for promotion. All examinations for promotion shall be competitive among such members of the Des Plaines Police Department of the next lower rank as desire to submit themselves to examination. The applicant with the highest rating who has passed all testing components shall be promoted to the rank sought to be filled. Should the applicant with the highest rating be unable or unwilling to accept the promotion, or should there be more than one vacancy in any rank to be filled,

the applicant with the next highest rating shall be promoted to the rank sought to be filled. This procedure shall be followed until all vacancies for any one rank on the promotional register are filled. The method of examination and the rules governing examinations for promotion shall be the same as provided for applicants for original appointment, including a one-year probation. The Police Sergeant/Lieutenant who is on the one-year probationary period as a result of promotion shall be subject to demotion per Chapter IX, Section 9, Subsection C.

An eligibility promotion list shall expire three years from the date of its posting or shall expire the date that the list is exhausted, whichever occurs earlier. The eligibility requirements include:

a) Except as provided in Subsection (c) below, no person shall be examined for promotion until that person has served in the next lower rank from which promotion is sought.

b) The final Promotional Examination score shall be determined as follows:

1. Written Test Score - maximum of 36 points (minimum passing grade of 70%)
2. Assessment Center Score - maximum of 36 points (minimum passing grade of 70%)
3. Each section (written and assessment center) must be passed with a minimum of 70% in order to continue in the promotion process.

Police Chief Rating: A maximum of 22 points. The Chief's rating process/system to be approved by the Board.

Seniority: 0.30 point per full year of service on the Des Plaines Police Department up to a maximum of six points as of the date of the written exam for officers taking the promotional examination for the police sergeant position.

For the ranks of police lieutenant: 0.30 point per full year of service, on the Des Plaines Police Department up to a maximum of three points as of the date of the written exam; and 0.30 point per full year of time in grade as a sergeant, up to a maximum of three points, as of the date of the written exam.

c) If a suitable applicant cannot be found using the above procedures, the Board, in determining next in order of rank in promotional examinations, will determine a policy of extending the examination successively through all the ranks in the Police Department in an endeavor to qualify suitable eligible or eligibles for the vacancy or vacancies existing before extending the examination to the general public.

SECTION 2 – Total Score

An applicant's total score shall consist of the combined scores of the Chief's rating, written examination, assessment center, and seniority. Veterans' preference points will be awarded to eligible applicants for a promotional position who provide proof of active military service as provided in 65 ILCS 5/10-2.1-8 and evidence of honorable discharge at the time of application for veteran's preference points, in the amount of 7/10 of one point to the applicant's total score for each six months or fraction thereof of the applicant's active military service, not exceeding 30 months or 3.5 points. Promotional applicants may only receive veterans' preference points for one promotional appointment from a promotional eligibility list. Applicants shall take ranks upon a promotional eligibility register in the order of their relative excellence as determined by their total scores. In case of a tie on the promotional list at any position, applicants shall be ranked in order of seniority.

SECTION 3 – Promotional Vacancy

Upon request from the Police Chief and acknowledgment by the City Manager that a promotional vacancy exists, the Board shall select the individual to be promoted in the manner specified in Section 1 of this Chapter.

SECTION 4 – Refusal of Appointment

Any applicant may refuse a promotion once without losing his or her position on the final promotional list. Any applicant who refuses a promotion a second time shall be removed from the final promotion list, provided that such action shall not prejudice a person's opportunity to participate in future promotional processes.

CHAPTER V – FIRE DEPARTMENT APPLICATIONS

SECTION 1 – Qualifications

a) All applicants for a position in the fire department shall be subject to an examination, which shall be public and competitive. The Board may charge a fee for any examination.

b) Applicants for examination for the fire department must be residents of the United States.

c) Applications for positions shall be filed on forms furnished by the Board or its agent, as provided by the notice of examination. An applicant must comply with the requirements of the forms.

d) An applicant must be licensed by the Illinois Department of Public Health as a paramedic or enrolled in a paramedic program at the time of receiving the application. If an applicant successfully earns placement on the final eligibility list, then

the applicant must be a licensed paramedic or within two months of completing the paramedic program to begin the background check process. If an applicant receives a conditional offer but does not possess the paramedic licensure, the applicant shall be passed over. The applicant shall remain on the list until such time a paramedic licensure is obtained, at which time the applicant is eligible to continue, or until no other applicants remain and the list is considered exhausted.

e) An applicant must possess high school diploma or GED equivalents.

f) Every applicant must be of good moral character, of temperate habits, of sound health and must be physically able to perform the duties of the position applied for. The burden of establishing these facts rests upon the applicant.

g) The applicant shall furnish, with application, a copy of all Military Service Record and Discharge papers, if applicable.

h) The Board may refuse to examine, or after examination refuse to certify as eligible, or after certification as eligible refuse to retain on the Register of Eligibles, any applicant:

- Who is found lacking in any of the established general requirements, or in any special standards established in these Rules and Regulations for an entry level position, or
- Who is a habitual user of narcotics or other drugs, or intoxicating beverages; is a gambler; or is not a person of good character, or
- Who has been convicted of a felony, or a misdemeanor specifically listed in 65 ILCS 5/10-2.1-6 as amended from time to time, or
- Who, in the judgment of the Board, has practiced or attempted to practice any dishonesty, deception, or fraud in his or her application, examination, or other submissions, to or dealings with, the Board, the City staff, or
- Who has failed to abide by the rules and procedures governing any aspect of the application process, or
- Who is physically or mentally unable to perform the duties of the position to which he or she seeks appointment, with or without reasonable accommodations as required by law for qualified individuals with disabilities unless doing so would result in undue hardship, or
- Who has been dismissed from any public service for good cause, or
- Whose character or employment references are unsatisfactory, or

- Who, for a position in the Fire Department, does not meet the standards set forth in these Rules, or
- Who makes a false statement knowingly in an application for examination, including, without limitation, inducing a third party to make any false statement, or complicity in any fraud.

SECTION 2 - Disqualification

The Board may disqualify any application from the examination process at any time if the applicant:

- Who is found lacking in any area established in Subsection 1(h) above, or
- Who is not an otherwise qualified person by reason of being unable to perform the essential functions of the job sought with or without reasonable accommodation, or any one of the following, or
- Who uses narcotics or other non-prescription drugs or prescription drugs not prescribed to the applicant or who is a habitual user of intoxicating beverages, or
- Who is an illegal gambler, or
- Who is not a person of good character, or
- Who, in the judgment of the Board, has practiced or attempted to practice any dishonesty, deception, or fraud in his or her application, examination, or other submissions to or dealings with the Board, the Fire Department, or the City, or
- Who has failed to abide by the Rules and Regulations, or
- Who is physically or mentally unable to perform the duties of the position to which he or she seeks appointment, except if the physical or mental disability is or can be managed, or
- Who has been dismissed from any public service for good cause. or
- Whose character or employment references are unsatisfactory, or
- Who has failed to appear for, or failed any element of, a required examination, or who otherwise has not successfully completed any portion of the examination process, or

- Who does not have a valid Illinois drivers license or the ability to obtain one.

Any applicant who has been disqualified will receive notice from the Board of the disqualification.

SECTION 3 – Age Requirements

All applicants must be under 35 years of age at the time of the written examination, except that the age limitation does not apply to:

- any person who turned 35 while serving as a member of the active or reserve components of the branches of the Armed Forces of the United States or the National Guard of any state, whose service was characterized as honorable or under honorable, if separated from the military, and is currently under the age of 40, or
- any person previously employed as a full-time firefighter in a regularly constituted fire department of:
 - i) any municipality or fire protection district located in Illinois, or
 - ii) a fire protection district whose obligations were assumed by a municipality under Section 21 of the Illinois Fire Protection District Act, or
 - iii) a municipality whose obligations were taken over by a fire protection district.
- any person who has served in a municipality as a regularly enrolled volunteer, paid-on-call or part-time firefighter.

Applicants for the fire department may be 20 years old at the time of the written examination, but may not be appointed before reaching age 21.

SECTION 4 – Release of Liability

In consideration of being admitted to the examination process, all applicants shall execute and deliver to the Board or its designated representative a release of all liability as a result of participating in the examinations, and all waivers and releases of information necessary to allow the Board to complete all elements of the examination, on forms approved by the Board.

SECTION 5 – Admission to Examination

No person shall knowingly participate in any element of any examination who does not meet the minimum qualifications established for the position sought. The fact that a

person is allowed to participate in an element of an examination shall not be considered as evidence that he is qualified or eligible for the position.

SECTION 6 – No Creation of Applicant Right or Interest

Neither the filing of an application, nor the acceptance of an application, nor an applicant's satisfaction of the general or special qualifications for filing an application or being admitted to an examination, nor any provision of these Rules shall be construed or applied as creating any vested, property, or other right or interest in any person to apply for, be examined for, or be appointed to any position in the Departments.

SECTION 7 – Correction of Application

A defective application shall be returned to the applicant for correction, if the applicant otherwise is qualified for the position he or she seeks. A returned application must be resubmitted within the application due date established by the Board or its designated representative.

CHAPTER VI – FIRE DEPARTMENT EXAMINATIONS **ORIGINAL APPOINTMENTS**

SECTION 1 – Notice of Examinations

The examinations shall be public and competitive. In this regard, the examinations shall be practical in character and relate to those matters which will fairly test the capacity of the persons examined to discharge the duties of the positions to which they seek appointment. Examinations shall be held on the dates fixed by the Board and advertised in the manner provided in Chapter III, Section 1 of these Rules and Regulations. Examinations may be postponed by order of the Board, which order shall state the reason for the postponement and shall designate a new date for said examination. Applicants shall be notified of the postponement of any examination and of the new date fixed for said examination. Applicants will be notified at the address listed on the application form and/or via email. It is the responsibility of the applicant to notify the Board of any change in address or contact information.

SECTION 2 - Examinations

The Board shall call for examinations to fill vacancies in the class of service in which vacancies are liable to occur. A call for such examination shall be entered in the Minutes of the Board and the Board must publish the call at least two weeks preceding the first examination by one or both of the following: (i) in one or more newspapers published in the City or, if no newspaper is published, then a newspaper with general circulation within the City and/or on the City's internet website. Such examination call shall include a statement of:

- The time and place where such examinations will be held.

- The general scope of the examination and the fee for participation.
- Who the applicants shall contact to obtain information on qualifications to take the examination and the application process.
- A description of the merit criteria to be used for the Situational Judgment Test.
- The position to be filled from the resulting eligibility list.

SECTION 3 – Type of Examinations

Applicants shall be required to participate in a physical ability test, situational judgment test, polygraph test, written and oral examinations, and other evaluations as determined by the Board and as more particularly set forth in Section 4 below. No examination shall contain questions regarding an applicant’s political or religious opinions or affiliations.

SECTION 4 – Sequence of Examinations – Minimum Grade

Examinations will be held, passing grades identified, and lists established, in the following order. Failure to achieve the minimum passing grades in the written or physical ability exams disqualifies the applicant from any further participation.

a) Written Examination. A written examination shall be conducted which shall be practical in character and relate to those matters that fairly test the capacity of the persons examined to discharge the duties performed by members of the fire department. Written examinations shall be administered in a manner that ensures the security and accuracy of the scores achieved. The written examination shall be based on a 100-point scale. A minimum passing score shall be announced by the Board prior to conducting each written examination and such passing score shall be noted in the Board’s meeting minutes. The minimum passing score may vary from one testing process to another based upon the specific examination utilized, the testing agency used by the Board, or test validation criteria. At the same time as the written exam, all applicants shall submit to a written situational judgment test, which shall be considered a subjective examination.

b) Preliminary Eligibility Register. Within 60 days after the written examination, the Board shall post a Preliminary Eligibility Register consisting of the names of those applicants who passed the written examination, in order from highest-to-lowest.

c) Physical Ability Exam. Applicants are required to undergo an examination of their physical ability to perform the essential functions included in the duties they may be called upon to perform as a member of the fire department. The Board may elect to conduct its own properly validated physical ability test or to use the Fire Service Joint Labor Management Wellness-Fitness Initiative Candidate Physical Ability Test (CPAT) with ladder certification for the purpose of testing physical fitness. If CPAT is used, then each

the applicant must provide proof of a current valid CPAT card with their completed job application to qualify for placement on any list of eligible applicants. The CPAT shall be prepared and administered by an agency that is licensed by the International Association of Firefighters to administer the CPAT. Any costs associated with the CPAT certification will be at the expense of the applicants. If the Board conducts its own test, then the Board will give notice in the notice of examination. The physical ability examination shall be a pass/fail examination, and complies with applicable law.

d) **Situational Judgment Test.** At the same time as the written exam, each applicant shall also submit to a written situational judgment test, which is designed to evaluate how the applicant would respond to various situations and measure conflict resolution skills, service orientation, initiative, integrity, team orientation, and other traits. This test shall be considered a subjective evaluation component.

e) **Initial Eligibility Register.** Within 60 days after the physical ability examination, the Board shall post an Initial Eligibility Register consisting of the names of those applicants who passed the written examination and the physical ability examination, in order from highest-to-lowest scores on the written examination and situational judgment test, in the following proportions:

- i. Written Examination 60%
- ii. Situational Judgment Test 40%

Scores on each component shall be "standardized." For each applicant, the standardized score for each component will be multiplied by the component's relative percentage weighting. The resulting scores for the components will be added to determine the applicant's final score on a 100-point scale.

SECTION 5 – Preference Points

A. **Maximum Possible Fire Department Entry-Level Points.** An applicant for an entry-level position in the Fire Department may receive preference points if that applicant qualifies for such points under this Section. The Board may prescribe the total number of preference points awarded under this Section, but the total number of preference points may not be less than 10 points or more than 30 points. Points may be given only if a proper and valid claim for preference points has been made and only if the standards for such preference points have been met under the law and these Rules and Regulations.

B. **Available Fire Department Entry-Level Points.** Entry-level preference points in the Fire Department may be awarded for veteran service, fire cadet completion, education, paramedic certification status, experience, and residency as follows:

1. **Veteran Service Points.** An applicant will be awarded 5 points if (a) the applicant was engaged in the active military or naval service of the United

States for a total cumulative period of at least one year and was honorably discharged or (b) the applicant is currently or has been on inactive or reserve duty in such military or naval service for a total cumulative period of at least one year.

2. Fire Study and Cadet Points. An applicant who has successfully completed two years of study in fire techniques or cadet training within a cadet program established under the rules of the Joint Labor and Management Committee, as defined in Section 50 of the Fire Department Promotion Act, may be awarded 0 to 5 points as set by the Board prior to issuance of a notice of examination under the Rules and Regulations.
3. Education Points. An applicant who has obtained an associate's degree in the field of fire service or emergency medical services, or a bachelor's degree from an accredited college or university, may be awarded 0 to 5 points as set by the Board prior to issuance of a notice of examination under the Rules and Regulations.
4. Paramedic Points. Persons who have obtained a license as a paramedic shall be preferred for appointment to and employment with the fire department of an affected department providing emergency medical services. Applicants shall be awarded 0 to 5 points as set by the Board prior to issuance of a notice of examination under the Rules and Regulations.
5. Experience Points. An applicant may be awarded up to 5 preference points under the following standards. This number of 5 experience points presumes a rating scale totaling 100 points for the Register of Eligibles. If fewer than 100 total points are used in the rating scale for the Register of Eligibles, then the points awarded under this Subsection b will be decreased proportionately.
 - a. Certified Firefighter III/Advance Firefighter and Licensed Paramedic Experience. An applicant will be awarded 1 point for each year of successful, continuous service as a certified Firefighter III and State of Illinois or nationally licensed paramedic. To qualify for any point under this Subsection a, the most recent period of continuous one-year service must have occurred immediately prior to the time of the examination. The applicant may be awarded up to a maximum of 5 points under this Subsection a.
 - b. Other Experience. An applicant from outside the City may be awarded experience points as determined by the Board and as provided by State law.

6. Residency Points. An applicant whose principal residence is located within the corporate limits of the City for the previous 12 months from application due date may be awarded from 0 to 5 points as set by the Board prior to issuance of a notice of examination under these Rules and Regulations.
7. Board Right to Award. The Board reserves the right to award up to an additional five preference points for unique categories based on an applicant's experience or background as identified by the Board and announced with the notice of examination.

C. Time and Method of Claiming Fire Department Entry-Level Preference Points.

1. Veteran Service Points. Within 10 days after the posting of an Initial Eligibility List, each applicant on that list who may claim preference points for veteran service must submit his or her claim for those veteran service points in writing to the Board. Claims not made within that 10-day period will be deemed waived. The applicant, at the time of submitting a claim for veteran service points, must submit evidence of qualification for those points.
2. Paramedic and Experience Points. Within 10 days after the posting of an Initial Eligibility List, each applicant who may claim preference points for paramedic status or other experience must submit his or her claim for one or more of those preferences to the Board. Claims not made at or before that time will be deemed waived. The applicant, at the time of submitting a claim for a preference, must submit evidence of qualification for that preference.

Paramedic and experience preference points will be added to the applicant's written grade prior to placement of the applicants on a final Register of Eligibles, but only if the applicant has completed the written examination with at least the minimum passing grade.

3. Fire Study and Cadet, Education, and Residency Points. Within 10 days after the posting of an Initial Eligibility List, each applicant on that list who may claim preference points for fire study and cadet, education, or residency must submit his or her claim for that preference in writing to the Board. Claims not made within that 10-day period will be deemed waived. The applicant, at the time of submitting a claim for a preference, must submit evidence of qualification for that preference.
4. Limitation of Award of Preference Points. An applicant may not receive an amount of preference points that would move the applicant ahead of any veteran on the Initial Eligibility List. Instead, the applicant may receive that

number of preference points that will not move the applicant ahead of any veteran. If two or more applicants receiving veteran points are prevented from receiving all of their points because they cannot move ahead of a veteran, then those applicants will be placed on the Initial Eligibility List below the veteran and in rank order based on the total veteran points they would have received except for the prohibition of moving ahead of a veteran. In the event of tied scores, the tie will be broken by lot in the presence of at least two Board Members, at a regular or special meeting of the Board, in a manner the Board determines is appropriate under the circumstances.

D. Final Eligibility Register.

1. The Board shall post a Final Eligibility Register, which shall consist of the applicants and scores from the Initial Eligibility Register with the applicable preference points added. The scores on the Final Eligibility Register shall be calculated by adding any preference points to the Initial Eligibility Register score, except that an applicant may not receive the full amount of Experience Preference Points, if the amount of points awarded would place the applicant before a veteran on the eligibility list. The names shall be posted on the Final Eligibility Register in order from highest-to-lowest combined total scores. In case of a tie on the Final Eligibility Register at any position other than due to the inability of one or more applicants to pass a veteran, a process of random selection shall be used to break the tie as necessary prior to the posting of the Final Eligibility Register.
2. A dated copy of the Final Eligibility Register shall be posted in the Des Plaines City Hall. The copy shall include the date of expiration of the register, which shall be two years after the date of posting.

SECTION 6 – Original Appointment

A. Appointment from this Final Eligibility Register is subject to a satisfactory Polygraph Test, a Background Investigation, a test to screen for the use of drugs and/or narcotics, and an oral interview, as determined by the Board. Each of these examinations shall be on a pass/fail basis, as determined by the Board. These examinations may occur any time while the Final Eligibility Register is valid. Applicants who fail to successfully complete any of the above examinations shall have their names stricken from the final eligibility list. This shall not preclude any such applicant from applying for testing processes for future lists, provided he/she meets the requirements for participation at the time of the future process.

B. If the Board has elected to use the CPAT, applicant shall be required to have a valid CPAT card dated within one year of the anticipated date of hire if a conditional offer has been tendered to the applicant. If it has been longer than one year since an

applicant's physical ability examination, the Board may elect to have a second physical ability examination conducted prior to making a conditional offer of employment to the applicant. If, based on the second examination, the physical ability of the applicant shall be found to be less than the minimum standard, the applicant shall not be appointed. The applicant's name may be retained upon the Final Eligibility Register for a future potential appointment prior to the expiration date of the register. In such instance, the applicant may again be examined, and if the physical ability of the applicant is found to be less than the minimum standard, the applicant shall not be appointed and the name of the applicant shall be stricken from the Final Eligibility Register.

C. After an applicant has received a conditional offer of appointment, the applicant shall be required to submit to an in-depth Psychological Examination and a thorough Medical Examination. The City may require the candidate to provide a valid CPAT card or repeat the physical ability test if more than one year has elapsed from the original date of the physical ability test.

D. At such time that the Final Eligibility Register has been depleted to 30 eligible applicants or is within six months of the posted expiration date, it shall be the option of the Fire Chief to recommend to the Board to begin the next examination cycle.

SECTION 7 – Original Appointment – Written Examinations

Information as to the type of written examination employed by the Board will be provided. All examination papers shall be and shall remain the property of the Board and the grading thereof by the Board shall be final and conclusive and not subject to review by any other board or tribunal of any kind or description. Applicants who fail to achieve a passing grade will be notified and eliminated from all further consideration.

SECTION 8 – Background Investigation

A. Elements of Investigation. Each applicant on the Final Eligibility Register may be fingerprinted and photographed for the purpose of conducting a background investigation. The Fire Chief or the Fire Chief's designee, (with prior approval of the designee by the Board), shall conduct a detailed character and background investigation to review the applicant's employment history, references, educational background, criminal history, credit history, litigation history, military record, driving record, neighborhood and community standing and service, and such other data and information pertinent to a proper review and analysis of the applicant. The results of such investigation shall be submitted to the Board for review prior to any oral examination.

B. Oral Examination. As part of the Background Investigation, all Board members shall participate in the Oral Examination except wherein one Board member is absent due to illness or when matters of an emergency nature preclude his/her attendance. In no event shall less than two Board Members conduct the Oral Examination.

The Fire Chief or one or more of the Fire Chief's designee(s), may be present to answer questions of the Board or to provide clarification. On completion of each Oral Examination, the Board will discuss the applicant. Each Board member will then evaluate the applicant. Applicants who fail to successfully complete the Oral Examination will be notified and eliminated from all further consideration.

SECTION 9 – Professional Examination and Tests

A. The in-depth Psychological Examination shall be performed by a licensed psychologist designated by the Board and approved by the City Council.

B. The Polygraph Tests shall be administered by a licensed operator designated by the Board and approved by the City Council.

C. The Medical Examinations shall be performed by a licensed physician designated by Board and approved by the City Council.

D. The Physical Ability Tests shall be administered by persons designated by the Board and approved by the City Council.

E. An applicant's binocular vision must be correctable to 20/20.

SECTION 10 – Probationary Appointment

A. All vacancies to the Fire Department shall be filled by individuals from the Final Eligibility Register in the order in which their names appear on the register and having met all requirements previously listed. If the Board has reason to conclude that the highest-ranked applicant fails to meet the minimum standards for the position, or if the Board believes an alternate applicant would better serve the needs of the fire department, then the Board may pass-over the highest-ranked person and appoint any applicant who is in the top 5% (of the number of applicants) on the Final Eligibility Register (if 5% is less than five applicants, then the Board may appoint any of the top five ranked applicants).

B. Each original appointment shall be for a probationary period not to exceed 12 months in duration from the date of appointment to the Fire Department, which 12 months may exclude periods of training (including up to two weeks of Department/City orientation, any time spent at the Fire Academy, any time spent in basic- and operations-level Hazardous Materials training, up to four weeks of local preparation for shift assignment while on a 40-hour week schedule, and up to 10 24-hour shifts for paramedic system-entry and orientation programs) and any leaves (including injury or illness leaves) in excess of 30 calendar days.

C. Any person whose name appears on the Final Eligibility Register may decline appointment one time. It shall be the option of the Board to strike from or maintain on the register the name of such an applicant, without otherwise altering the applicant's

original position on the Final Eligibility Register, if the applicant declines an appointment a second time.

SECTION 11 - Certification

Final certification of probationary Firefighters/Paramedics shall be subject to successful completion and acceptance into the EMS system that the City of Des Plaines Fire Department is currently a part of as a paramedic, receipt of an Office of the Illinois State Fire Marshal certification as a Firefighter 2 or Basic Firefighter, and receipt of an Office of the Illinois State Fire Marshal certification in Hazardous Materials Operations within the prescribed probationary period. Inability to successfully complete all of these courses shall be grounds for dismissal.

CHAPTER VII – FIRE DEPARTMENT PROMOTIONAL EXAMINATIONS

SECTION 1 – General – Fire Department

Promotions to the rank of Lieutenant shall be in accordance with the provisions of this Article. The examination process for promotion to the rank of Lieutenant shall be competitive among employees in the rank of Firefighter who meet the eligibility requirements set forth in Section 2 below and desire to submit themselves to such process.

SECTION 2 – Eligibility Requirements

Members of the bargaining unit shall be eligible to participate in the process for promotion to Lieutenant if, as of the date of the first examination component, they:

- a) have served at least five years on the job as a Des Plaines Firefighter, and
- b) are certified as Firefighter 3 or Advanced Firefighter as established by the Illinois Office of the State Fire Marshal. The applicant's Firefighter 3 certificate must be in the possession of the Fire Department's Training Division prior to the date of the first examination component. Furthermore, for an applicant to be promoted to the rank of Lieutenant, the applicant must have a total of at least eight years on the job as a Des Plaines Firefighter. Any future amendments to the eligibility requirements delineated in this section shall be published by the Board at least one year prior to such amendments taking effect.

Upon the announcement of the promotional examination, members will be required to submit to the Fire Chief a resume and a cover letter requesting to participate in the promotional process by the date indicated on the examination announcement.

SECTION 3 – Components of the Promotional Process and the Weighting of Components

A Lieutenant Promotional eligibility list shall be created based on the points achieved by the applicants on weighted components of the testing process. The City and the Firefighters’ Bargaining Representative shall negotiate the components of each testing process, and each component’s relative weighting, prior to the testing process. If an agreement on the components and weighting cannot be reached six months prior to the scheduled date for the first component, then the following examination components and weighting shall be utilized without further bargaining or interest arbitration proceedings:

Component	Percentage Weighting
Chief’s Points	10%
Seniority	10%
Assessment Center	
Tactical	20%
Training Presentation	10%
Written examination	50%

Scores on each component shall be “standardized.” For each applicant, the standardized score for each test component will be multiplied by the component’s relative percentage weighting. The resulting scores for the components will be added to determine the applicant’s final score for the promotional process.

The Board will publish the dates of the testing components, and this will be posted at each fire station and the Fire Prevention Bureau. If an applicant wishes to participate in the promotional process, (s) he shall submit in writing, on a designated form, his/her request. Each eligible applicant shall be entitled to participate in all components of the promotional process. If an applicant wishes to withdraw from the promotional process before the completion of all components of the promotional process, the applicant shall so advise the Board in writing.

Notwithstanding the above-indicated “default” components and weighting, for the 2019 Lieutenant promotional process only, the following shall be the components, relative weighting, and descriptions:

<u>Component</u>	<u>Percentage Weighting</u>
Chief’s Points	10%
Seniority	10%
Assessment Center	
Fire Tactical Exercise	10%
Non-Fire Tactical Exercise	10%
Training Presentation	10%

Leadership Exercise	10%
Written examination	40%
Veterans Preference Points (Following Preliminary List Establishment)	
In accordance with 50 ILCS 742/55, 65 ILCS 5/10-2.1-11	

For the 2019 process, the raw score (“not standardized”) for the Assessment Center- (40%) and Written Examination for each applicant will be multiplied by the component’s relative percentage weighting. The resulting scores for the components will be added together and added to the Chief’s Points raw score and Seniority Points raw score (which are already on 0-10 point scales to result in their 10% weighting) to determine the applicant’s score on the Preliminary Promotion List.

SECTION 4 – Promotion Process Components

If, pursuant to Chapter VII, Section 3, above, the City and the Bargaining Representative cannot reach agreement on the promotional testing components and weighting, and thus the components/weighting delineated in Section 3 are to be used, then the components of the promotion process shall be administered in the following order:

a) Seniority Points.

Zero seniority points shall be awarded for less than 78 months of service in the Fire Department up to and including the date of the first testing component. 0.2631 seniority points shall be awarded for the completion of 78 months of service, and for each additional 6 months of service completed, an applicant is awarded 0.2653 seniority points for the completion of the 295th through 300th months of service. The maximum number of seniority points that may be awarded under this section is 10. Months of service shall exclude any breaks of service due to unpaid leave exceeding 30 calendar days. Seniority points will be calculated to four decimal points. The posting of seniority points shall include listings of any breaks in service, the total of eligible time, and the total number of seniority points.

b) Chief’s Points.

For confidentiality, each applicant shall be assigned an identification number at random that will correlate to the amount of chiefs points earned on the posted list. The posting of the Chief’s points shall include identification number and total number of points awarded. Upon posting of the Chief’s points, an applicant will only have 14 days from the posted date to request, in writing, a breakdown of his Chief’s points.

c) Assessment Center.

The assessment center shall be developed by an independent outside agency hired by the Board. The Assessment Center shall include one EMS or rescue simulation, one fire tactical simulation with a written report due after the exercise, and a training presentation. Notwithstanding the previous sentence, for the 2019 promotion process only, the Assessment Center shall include one fire tactical simulation with a written report due after the exercise, a tactical simulation of another nature, a training presentation, and an exercise demonstrating leadership ability. State certified assessors need not be utilized if the City and the employee's Bargaining Representative can agree on a list of alternate assessors to be used in the Assessment Center. If agreement cannot be reached on the alternate assessors to be used, then state certified assessors must be utilized for the Assessment Center.

d) Written Examination.

The written examination shall be administered after all the other components have been administered. The subject matter of the written examination shall fairly test the capacity of the applicant to discharge the duties of a Lieutenant. The written examination shall be developed by an independent outside agency. The examination shall be based only on the contents of written materials that the Fire Chief has identified as being appropriate for promotion to the rank of Lieutenant in the Des Plaines Fire Department and made available to potential examinees at least 180 days before the examination is administered. The test questions and material must be pertinent to the rank of Lieutenant. The written examination will be graded on a scale of 0 (i.e., no questions answered correctly) to 100 (i.e., all questions answered correctly) and shall count for 50% of the overall promotional score.

SECTION 5 – Monitors

Up to two impartial persons who are not members of the Des Plaines Fire Department may be selected by the Union to serve as monitors. If the Union designates such monitors, the City may also designate up to two monitors. Each party shall be responsible for all the costs and expenses of its designated monitors. Monitors are authorized to be present and observe the following components of the promotional process: written examination, individual oral examinations (if any), and assessment center. Monitors shall not interfere with the promotional process, but shall report in writing to the Union, the Fire Chief, and the Board the full details and facts concerning any observed or suspected violations of the provisions of this Article that are applicable

to the component being observed. To be considered, such written report must be submitted within three calendar days of the date of the observed or suspected violation.

SECTION 6 – Scoring of Components and Posting of Promotion List

The scores for each component of the promotional process shall be disclosed to each applicant as soon as practicable after the component is completed. Once all applicants have completed all components of the promotional process, the scores for all components for each applicant shall be tallied and a promotional list shall be prepared by the Board on which applicants shall be ranked in rank order based on the highest to the lowest points scored on all components of the promotional process. In case of a tie on the promotional list at any position, applicants shall be ranked in order of seniority. This promotion list shall then be posted on the bulletin board at each fire station and in the fire prevention bureau. Veterans' preference points will not be awarded as part of the promotional examination process in the Fire Department.

Notwithstanding the previous paragraph, for the 2019 Lieutenant Promotional process only, once all candidates have completed all components of the promotional process, the scores for all components for each candidate shall be tallied and a Preliminary Promotional List shall be prepared by the Board of Fire & Police Commissioners on which candidates shall be ranked in rank order based on the highest to lowest points scored on all components of the promotional process. In case of a tie on the promotional list at any position, candidates shall be ranked in order of seniority.

Veterans Preference Points. For the 2019 Lieutenant Promotional Process only, following the publication of the Preliminary Promotional List, a candidate who was engaged in a military or naval service of the United States at any time for a period of one year, and who was honorably discharged therefrom, or who is now or who may hereafter be on inactive or reserve duty in such military or naval service, not including, however, persons who were convicted by court martial of disobedience of orders where such disobedience consisted in the refusal to perform military service on the ground of alleged religious or conscientious objections against war, and whose name appears on the Preliminary Promotion List shall be preferred for promotional appointment by adding to the candidate's score on the Preliminary Promotion List 7/10 of one point for each 6 months or fraction thereof of military or naval service not exceeding 30 months. The Final Promotional List shall then be posted on the bulletin board at each fire station and in the fire prevention bureau.

SECTION 7 – Order of Selection

When there is a vacant or newly created position in the rank of Lieutenant that the City Council has funded and the City Manager has authorized to be filled, the Fire Chief shall appoint the person with the highest ranking on the final promotional list who has at least eight years on the job as a Des Plaines Firefighter; except the Fire Chief shall

have the right to pass over that person if the Fire Chief has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of Lieutenant since the posting of the promotional list. If the ranking person is passed over, the Fire Chief shall document the reasons for the decision and shall so advise the person passed over. Unless the reason for passing over the highest-ranking person on the list at the time of the vacancy is not remediable, no such person shall be passed over more than once unless (s)he has less than eight (8) years on the job.

Any applicant may refuse a promotion once without losing his or her position on the final promotional list. Any applicant who refuses a promotion a second time shall be removed from the final promotion list, provided that such action shall not prejudice a person's opportunity to participate in future promotional processes.

The Lieutenant who is on the one-year probationary period as a result of promotion shall be subject to demotion per Chapter IX, Section 9, Subsection C.

SECTION 8 – Duration of Final Promotion List

An eligibility promotion list shall expire three years from the date of its posting or shall expire on the date that the list is exhausted, whichever occurs earlier.

CHAPTER VIII - ORDER OF RANK, CLASSIFICATION AND OATH OF OFFICE

SECTION 1 - Rank

The order of rank in the Police Department shall be as provided by ordinance and municipal budget.

The order of rank in the Fire Department shall be as provided by ordinance and municipal budget.

SECTION 2 - Classification

The Board classifies such offices in the fire and police services for the purpose of establishing and maintaining standards for examinations and promotions based upon job descriptions and departmental regulations.

SECTION 3 – Oath of Office

Before entering duty, any person about to become a member of the Fire or Police Department, or any member about to be promoted, shall take the following oath, before any person authorized to administer oaths in the State of Illinois:

I, _____, do solemnly swear or affirm that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of _____ according to the best of my ability.

Signed _____

Subscribed and sworn to before me this _____ day of _____, 20____.

NOTARY PUBLIC

CHAPTER IX - HEARING OF CHARGES, REMOVAL, SUSPENSIONS, DISCHARGES, AND DEMOTIONS

SECTION 1 – Hearing of Charges

- a) Hearings before the Board are not common law proceedings. The provisions of the "Code of Civil Procedure" do not apply to hearings before the Board.
- b) "Counsel" as used herein means a person who has been admitted to the bar as an attorney-at-law in this State.
- c) No rehearing, reconsideration, modification, vacation, or alteration of a decision of the Board shall be allowed.
- d) "Cause" is some substantial shortcoming which renders continuance in employment in some way detrimental to the discipline and efficiency of the public service and something which the law and sound public opinion

recognize as cause for the officer to no longer occupy his/her position. The right to determine what constitutes cause lies within the Board. Cause is not required for the discipline or discharge of entry level probationary Firefighters and Police Officers.

- e) The complainant or appellant initiating any proceedings which call for a hearing before the Board shall have the burden of proof to establish by a preponderance of the evidence that cause for discipline exists or that a suspension, previously imposed by the Chief of a department, is unwarranted. Should the question of a crime be involved, the rule of "reasonable doubt" shall not control.
- f) The phrase "preponderance of evidence" is defined as the greater weight of the evidence, that is to say, it rests with that evidence which, when fairly considered produces the stronger impression, and has a greater weight, and is more convincing as to its truth when weighted against the evidence in opposition thereto.
- g) All hearings shall be public, in accordance with the Open Meetings Act.
- h) At the time and place of hearing, both parties may be represented by counsel, if they so desire.
- i) All proceedings before the Board during the conduct of the hearing shall be recorded by a court reporter to be employed by the Board.
- j) The records of all hearings will not be transcribed by the reporter unless requested to do so by the Board or any party of interest.
- k) All witnesses shall be sworn prior to testifying and the matter will be decided by the Board solely on evidence presented at the hearings.
- l) The Board will first hear the witnesses either substantiating the charges which have been made against the respondent or in support of an appeal brought by a suspended police officer or firefighter. Thereafter the other party may present and examine those witnesses whom he or she desires the Board to hear. All parties shall have the right to cross-examine witnesses presented by the opposite party.

SECTION 2 – Hearing Procedure

- a) **COMPLAINTS:** No non-probationary police officer or firefighter shall be removed or discharged except for cause, upon written charges, and after an opportunity to be heard in his/her own defense. In all cases, written

complaints shall be filed in quintuplicate, setting forth a plain and concise statement of the facts upon which the complaint is based.

- b) PROBABLE CAUSE: The Board shall have the right to determine whether there is or is not probable cause for hearing a complaint and may conduct such informal hearings as may be necessary for such purpose.
- c) NOTIFICATION OF HEARING: Upon the filing of a complaint in quintuplicate with the Secretary of the Board, and the determination by the Board of proper cause for entertaining said complaint, the Secretary of the Board shall notify both the complainant and respondent, either by registered or certified mail, return receipt requested, or personally, of the time and place of the hearing of the charges contained in the complaint. The respondent shall also be served with a copy of the complaint, and if an Order of Suspension Pending a Hearing is entered by the Board, the respondent, the complainant, the Chief of the Department, the treasurer, comptroller, manager, or other financial officer of the City shall be notified of the entry of such Order of Suspension Pending a Hearing, and be served either personally or by registered or certified mail, return receipt requested, with a copy of such Order.
- d) CONTINUANCES: The matter of granting or refusing to grant a continuance of a hearing is within the discretion of the Board.
- e) STIPULATIONS: Parties may, on their own behalf, or by Counsel, stipulate and agree in writing, or on the record, as to evidentiary facts. The facts so stipulated shall be considered as evidence in the proceeding.

In the event an officer has been suspended without pay pending a hearing, at the request of the officer, one continuance will be granted for the purposes of conducting discovery. If one such continuance has been granted, and said officer requests further continuances for purposes of conducting discovery, the Board shall have the right, in its discretion, to not grant said request unless the officer so stipulates and agrees that no compensation shall be paid to said officer during the period of the additional continuances.

- f) SUFFICIENCY OF CHARGES-OBJECTIONS TO: Motions or objections to the sufficiency of charges must be filed or made prior to or at the hearing before the Board.

SECTION 3 - Subpoenas

- a) Any party to an administrative hearing may, at any time before the hearing, make application to the Board by filing with it a written request for

subpoenas for any individual to appear for a hearing or have them produce books, papers, records, accounts and other documents as may be deemed by the Board to be relevant to the hearing. On the filing of such application, subpoenas will be issued for the named persons. Subpoenas may be served by any person 21 years of age or older designated by the party requesting the subpoenas. Application for subpoenas should contain the names and addresses of the individuals to be subpoenaed, and the identity of any documents which they are to produce. Subpoenas will not be issued for anyone residing outside of the State of Illinois.

- b) Any request for continuance by reason of inability to serve subpoenas shall be filed in the office of the Board at least three (3) days before the date set for such hearing, provided, however, that the Board in its discretion may waive this rule.

SECTION 4 - Service

All papers required by these Rules and Regulations to be served shall be delivered personally to the party designated, or mailed by United States mail in an envelope properly addressed with postage prepaid, to the designated party at his/her last known residence as reflected by the complaint filed with the Board, except as herein otherwise provided. Proof of service of any paper may be made by the certification of any person so mailing the paper or delivering the same to the designated party personally, or by filing a return receipt showing that a paper was mailed, by either registered or certified mail, return receipt requested, to a party's address where it was received by a named party.

SECTION 5 - Filing

All papers may be filed with the Board by mailing them or delivering them personally to the Secretary of the Board at the City of Des Plaines, Illinois. For the purposes of these Rules and Regulations, the filing date of any paper shall be the date it was received in the Board's office, in the event the paper is delivered personally or by messenger. In the event a paper is forwarded by mail, then the filing date shall be the date which is postmarked on the envelope of such paper.

SECTION 6 – Forms of Paper

- a) All papers filed in any proceeding shall be typewritten or printed and shall be on one side of the paper only.
- b) If typewritten, the lines shall be double spaced, except that long quotations may be single spaced and indented.

- c) All papers shall be not larger than 8-1/2" by 11" with inside margins of not less than one inch.
- d) The original of all papers filed shall be signed in ink by the party filing the paper or by an officer, agent, or attorney thereof and copies thereof provided the opposing party or his counsel.
- e) If papers are filed by an attorney, his name and address shall appear thereon.

SECTION 7 – Computation of Time

The time within which any act under these Rules and Regulations is to be done shall be computed by excluding the first day and including the last, unless the last day is Saturday, Sunday or is a holiday as defined or fixed in any statute now or hereafter in force in the State, and then it shall also be excluded. If the day succeeding such Saturday, Sunday or holiday is also a holiday or a Saturday or Sunday then such succeeding day shall also be excluded.

SECTION 8 - Suspension

- a) **BOARD SUSPENSION:** The Board may suspend any member of the Fire or Police Department against whom charges have been preferred, pending a hearing of the charges by the Board, but not to exceed 30 days, without pay, at any one time. If the Board determines that the charges are not sustained, such member shall be reimbursed for all compensation withheld, except such compensation withheld due to said member's request for a continuance pursuant to Section 2(e) above.
- b) **AUTHORITY OF CHIEF OF DEPARTMENT:** The Chief of the Fire or Police Department shall have the right to impose fines and order forfeitures of leave time not to exceed an equivalent of five days pay, or suspend any officer under his command for a period totaling not more than five days, providing no charges on the same offense have been filed and are pending before the Board, and he/she shall notify the Board in writing within 24 hours of the fine, forfeiture of leave time and/or suspension. Any police officer or firefighter may appeal any such action so imposed, to the Board for a review within five calendar days after receiving notice thereof, by filing notice of such appeal in writing with the Secretary of the Board. A hearing shall be had upon such appeal, and due notice given to the Chief of the Department who imposed such action upon the officer, and to the officer. The burden of establishing that the action is unwarranted shall be upon the individual bringing the appeal. Fines and forfeiture of leave time may only

be imposed against the ranks of Lieutenant and above in the Fire Department and Sergeant and above in the Police Department.

- c) Upon such appeal, the Board may sustain the action of the Chief of the Department, may reverse, and if suspended, with instructions that the officer so suspended receive his pay for the period involved, may impose lesser or greater fines or forfeiture of leave time, suspend the officer for a period of not more than 30 days, or discharge him, depending on the evidence presented. The Board may suspend the officer for a period up to but not greater than ninety (90) days if the Board makes the determination that the pending charges warrant dismissal. Any officer who has previously served a thirty (30) day suspension, may be suspended for a period up to but not greater than ninety (90) days if the charges so warrant.

SECTION 9 – Discharge, Suspension, or Demotion after Hearing

- a) Discharge from office, or suspension from service in the Fire or Police Department shall be in compliance with the Illinois Board, 65 ILCS 5/10-2.1-1, *et seq.*, as amended. Fines and forfeitures of leave time and suspensions greater than 30 days shall be in compliance with Title II, Chapter 6 of the City Code of Des Plaines.
- b) Fines shall be assessed on the basis of an amount not to exceed the member's regular eight hours pay, per day. For the purposes of this Chapter, "day" shall mean a "shift day" except with respect to Department members who may be assigned to 24-hour tours of duty, in which case a day shall mean one-third thereof.
- c) The Board shall have the authority, in addition to any other penalties provided in this Chapter, to demote for cause a person who is in his/her one-year probationary period either as a police sergeant or lieutenant or fire lieutenant or captain. A ranked employee may request a lower rank at any time and the Board will consider such a request.
- d) The Board shall, within a reasonable time after the hearing is completed, enter its findings on the records of the Board.

SECTION 10 – Date of Hearing

The time for the hearing of charges shall be set by the Board for a date within 30 days of the time of the filing of such charges. Continuances may be granted from time to time upon motion of any party to the proceeding by order of the Board. This time

limitation is not applicable to hearings conducted to review suspensions of five days or less imposed by a Chief of a department on one of its members.

SECTION 11 – Finding and Order

In case any member of the Fire or Police Department shall be found guilty of the charges preferred against him after a hearing by the Board, he may be fined, ordered to forfeit leave time, discharged, or suspended for a period not exceeding 90 days, without pay, as set forth in Section 8(c) above. Fines and forfeiture of leave time may only be imposed against the ranks of Lieutenant and above in the Fire Department and Sergeant and above in the Police Department. Upon an appeal, the Board may sustain the action of the Chief, may reverse it, in whole or in part, or may suspend the officer or firefighter for an additional period of not more than 90 days as set forth in Section 8(c) above, or fine, order forfeiture of leave time or discharge him depending on the facts presented.

SECTION 12 – Rules - Conflict

The personnel of the Fire and Police Departments shall be governed by the Rules and Regulations as adopted by the Board and the Rules and Regulations of the Fire and Police Departments as approved by Council. In case of conflict, the Rules and Regulations of the Board shall govern.

SECTION 13 – Political Contributions

No person in the Fire Department or Police Department of the City of Des Plaines, Illinois, shall be under any obligation to contribute any funds or render any political service, and no such person shall do so or be removed or otherwise prejudiced for refusing to do so. No person in the Fire Department or the Police Department of the City of Des Plaines, Illinois, shall discharge or promote or reduce, or in any manner change the official rank or compensation of any other person in such service, or promise or threaten to do so, for withholding or refusing to make any contribution of money or service or any other valuable thing for any political purpose, or in any other manner, directly or indirectly, use his official authority or influence to compel or induce any other person to pay or render any political assessment, subscription, contribution or service.

SECTION 14 – Exercise of Political Rights

No employee shall be in any way inhibited or prohibited from exercising his/her full political rights to engage in political activities including the right to petition, make speeches, campaign from door to door, and to run for public office so long as the

employee does not use his/her official position to coerce or influence others and does not engage in these activities while he/she is on duty.

SECTION 15 – Violation of Rules

All members of the Fire and Police Departments shall be subject to the rules and regulations of such Departments, and the Rules and Regulations of the Board, and a violation of such rules or regulations may be cause for the filing of charges before the Board, a subsequent hearing and action by the Board on such charges.

SECTION 16 – Violation of Law

Any violation of federal, state or city laws by any member of the Fire or Police Department of the City may be cause for the filing of charges against said officer, except as herein otherwise provided.

SECTION 17 – Finding and Decision

The finding and decision of the Board, following a hearing of charges, shall be preserved by the Secretary, and notice of said finding and decision sent to the officer involved and the department head for enforcement. If the finding or decision is that an officer or employee is guilty of charges investigated, and a fine, forfeiture of leave time, suspension, demotion or discharge is ordered, such order shall become effective forthwith. (See Section 9 of this Chapter).

CHAPTER X - GENERAL

SECTION 1

All officers and members of the Fire and Police Departments shall observe and obey all rules, regulations and orders of the Board which are in force or which may be adopted hereafter as well as all rules and regulations for the operation of the Fire and Police Department.

SECTION 2

The Board shall have such other powers and duties as are given it by the Statutes of the State of Illinois and/or by City ordinance.

SECTION 3

Amendments to the Rules and Regulations of the Board may be made at any meeting of the Board. A notice shall be published, in a newspaper of general circulation

in the City, specifying where such Rules and Regulations are available for inspection. The notice shall specify the date, not less than ten (10) days subsequent to the date of such publication when said Rules and Regulations shall become effective.

SECTION 4 – Leave of Absence

Leaves of Absence shall be granted by reason of Military service or duty related disability as specified in 65 ILCS 5/10-2.1-23. If a Leave of Absence is granted during a probationary period, the running of such probationary period shall be suspended until the probationary employee returns from his/her leave of absence.

SECTION 5 – Equal Opportunity/Affirmative Action Employer

Recruitment, selection and promotion procedures will be designed to ensure fundamental fairness to all applicants, regardless of sex, race, religion, creed, color, national origin, age or disability related to an individual's ability to perform essential job functions. The Chief of Police and Fire Chief will have the responsibility and authority for administering the Department's role in the area of recruitment, selection, and promotion.

The Board shall advertise as an Equal Opportunity/Affirmative Action Employer on all employee application forms and in any recruitment advertisements formulated by the City or Board.