



## CITY COUNCIL AGENDA

Monday, August 1, 2022

Closed Session – 6:00 p.m.

Regular Session – 7:00 p.m.

Room 102

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### **CALL TO ORDER**

### **CLOSED SESSION**

PERSONNEL

PROBABLE OR IMMINENT LITIGATION

PROPERTY ACQUISITION

SALE OF PROPERTY

COLLECTIVE BARGAINING

### **REGULAR SESSION**

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

### **RECOGNITION**

LIFE-SAVING AWARD - OFFICER KUROTOBI

LIFE-SAVING AWARD - OFFICER JOHN DOHERTY

### **PUBLIC HEARING**

Consideration of Zoning Text Amendments Related to Mobile or Accessory Classrooms, Including Regulations for Permissible Locations, Districts, and Durations, and Any Other Zoning Relief as May Be Necessary/**FIRST READING – ORDINANCE Z-24-22**: Amending the Text of the Zoning Ordinance of the City of Des Plaines Regarding Temporary Classrooms

### **PUBLIC COMMENT**

(matters not on the agenda)

### **ALDERMEN ANNOUNCEMENTS/COMMENTS**

### **MAYORAL ANNOUNCEMENTS/COMMENTS**

Motion to Extend Declaration of Civil Emergency

### **CITY CLERK ANNOUNCEMENTS/COMMENTS**

### **MANAGER'S REPORT**

### **CITY ATTORNEY/GENERAL COUNSEL REPORT**

**CONSENT AGENDA**

1. **RESOLUTION R-130-22:** Awarding the Bid for the 2022 Des Plaines Parking Structures Maintenance Repairs Contract to Low Bidder J. Gill & Company, Tinley Park, Illinois in the Amount of \$166,530. Budgeted Funds – City-Owned Parking/R&M Buildings & Structures.
2. **RESOLUTION R-132-22:** Approving Change Order No. 2 to John Neri Construction Co., Inc., Addison, Illinois in the Amount of \$53,720.00
3. **RESOLUTION R-133-22:** Approving Task Order No. 21 with Trotter & Associates, St. Charles, Illinois in the Amount of \$33,267.00
4. **RESOLUTION R-134-22:** Approving Task Order No. 6 with M.E. Simpson Company, Inc., Valparaiso, Indiana in the Total Amount of \$49,950.00
5. **RESOLUTION R-135-22:** Approving Task Order No. 3 Under a Master Contract with AECOM Technical Services, Inc. for Construction Engineering Services in an Amount Not-to-Exceed \$102,665.00
6. **RESOLUTION R-136-22:** Approving an Intergovernmental Agreement with the Illinois Department of Transportation (IDOT) for the Maintenance of State Traffic Signals Located Within the City
7. **RESOLUTION R-137-22:** Approving the City of Des Plaines Community Development Block Grant (CDBG) Program Plan Year 2022 Annual Action Plan
8. **RESOLUTION R-138-22:** Approving the 2022-2023 Annual Membership Renewal to the Northwest Municipal Conference (NWMC) in the Amount of \$25,528.00. Budgeted Funds – Elected Office/Legislative/Membership Dues.
9. **SECOND READING – ORDINANCE Z-20-22:** Approving Amendments to the Zoning Code Regarding Residential Walkways, Residential Driveways, and Patios
10. Minutes/Regular Meeting – July 18, 2022

**UNFINISHED BUSINESS**

1. **SECOND READING – ORDINANCE Z-23-22:** Approving 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
2. Consideration to Enter into a Purchase and Sale Agreement for 1332 Webford Avenue – **FIRST READING – ORDINANCE M-22-22** (*deferred from July 18, 2022 City Council Agenda*)

**NEW BUSINESS**

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
  - a. Warrant Register in the Amount of \$4,217,867.59 – **RESOLUTION R-139-22**
2. **LEGAL & LICENSING** – Alderman Carla Brookman, Chair
  - a. Consideration of a Best and Final Offer and Eminent Domain Proceedings for the Acquisition of 269, 281, and 299 South River Road – **ORDINANCE M-23-22**

**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.**



POLICE DEPARTMENT

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

MEMORANDUM

Date: July 12, 2022  
To: Michael G. Bartholomew, City Manager  
From: Deputy Chief Dan Shanahan \*643  
Subject: Life Saving Award- Ofc. Michael Kurotobi \*497

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**Issue:** On February 4, 2022, Officer Michael Kurotobi and additional officers responded to the 100 block of Drake Lane for a call of a baby not breathing.

**Analysis:** Officer Kurotobi located the distraught mother and her baby in the living room. Officer Kurotobi immediately took the baby, checked the airway, and in accordance with his training began to give the baby back blows. The baby resumed breathing and began to cry, indicating the airway had been cleared. The baby was transported to Lutheran General Hospital by the Des Plaines Fire Department for further treatment.

**Recommendation:** Officer Kurotobi should be honored with a Life Saving Award.





POLICE DEPARTMENT

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Des Plaines, IL 60016  
P: 847.391.5400  
desplaines.org

MEMORANDUM

Date: July 12, 2022  
To: Michael G. Bartholomew, City Manager  
From: Deputy Chief Dan Shanahan \*643  
Subject: Life Saving Award- Ofc. John Doherty \*471/ Citizen Service Award- Donald Winter

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**Issue:** Officer John Doherty \*471 responded to the 500 block of Howard Av for the report of a male subject who collapsed within a business and needed immediate medical attention.

**Analysis:** On January 14, 2022, Officer John Doherty responded to the 500 block of Howard Av. for the report of a male subject who collapsed and was not breathing. When Officer Doherty arrived, he observed the male victim on the floor. An employee of the business, Donald Winter, was already performing CPR on the victim. Officer Doherty assisted Mr. Winter and took over CPR until the Des Plaines Fire Department arrived. The Des Plaines Fire Department then took over life saving measures, and the victim's pulse and breathing were restored. The victim was transported to Lutheran General Hospital for further treatment.

**Recommendation:** Ofc. Doherty should be presented with a Life Saving Award, and Donald Winter should be presented with a Citizen Service Award.



## COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

### MEMORANDUM

Date: July 21, 2022

To: Michael G. Bartholomew, City Manager

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

Subject: Zoning Text Amendments Regarding Temporary Classrooms

**Issue:** The City Council is holding a public hearing to consider the following text amendments to the **Zoning Ordinance:** (i) amend Section 12-8-11, “Temporary Uses”, to allow “Temporary Classroom Structures” in all districts as a temporary use on lots with an elementary, middle, or high school as a principal use, with various limitations; and (ii) define “Temporary Classroom Structures” in Section 12-13-3.

**PIN:** Citywide

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

**Case Number:** #22-025-TA

**Request Description:** The City of Des Plaines is proposing amending the Zoning Ordinance to add “Temporary Classroom Structures” as a new permitted temporary use. The specific amendments include regulations intended to identify and restrict the quantity, size, height, location, and duration of this type of structure. The City also proposes creating the term “Temporary Classroom Structure” to define this type of temporary use and its applicability city-wide.

#### **Temporary Classrooms**

A temporary classroom – sometimes called a “mobile classroom” – is fairly common and intended for short-term use on school campuses when supplementary classroom space is needed. Temporary classrooms occur most often in one of two circumstances: (i) enrollment for a given school, at a given time, exceeds the capacity, and the district or school leadership has not yet been able to rebalance enrollment among its schools or plan for a physical expansion; or (ii) a school campus is in the midst of a construction project that takes permanent classrooms out of use temporarily. Temporary classrooms can vary in size and shape, but most consist of one to two classrooms, each with its own entrance, and proper utility connections from the principal use (i.e., school). Some temporary classrooms also contain restroom facilities.

Staff has received multiple requests for temporary classrooms at public and private schools throughout the City. In the past year, two stand out. The first was a request at a private school that would have required multiple variation requests, as staff determined the use had to be classified as a permanent accessory structure. The potential applicant began variation preparation but learned that FEMA floodplain restrictions would

preclude them from installing the structures, even if their variation requests were successful, so they did not move forward. Second, and most recent, Community Consolidated District 59 has proposed a temporary classroom adjacent to the main building at Brentwood Elementary School (260 Dulles, 4<sup>th</sup> Ward). The Zoning Ordinance currently does not have an allowance for these types of uses, even on a temporary basis. To provide a reasonable allowance to the City's partner schools and institutions, staff proposes to amend the Zoning Ordinance to establish a clear allowance, with restrictions.

### **Proposed Amendments**

The full proposed amendments are attached and are summarized below. These would be enacted by the attached ordinance:

- **Section 12-8-11, Temporary Uses:** Add temporary classroom structures to the list of permitted temporary uses, along with items such as storage containers, tents, and vendor carts. Temporary classroom structures would be permitted in any district on any zoning lot with a public or private elementary, middle, or high school as the principal use. The change would not allow temporary classrooms for non-educational means, as the intended use of a temporary classroom is for educational purposes (e.g. not storage, mechanical equipment, vehicles, etc.)

The amendments would regulate quantity, size, height, location, and duration. They allow up to two temporary classroom structures on an eligible site at a given time. However, the collective size of all temporary classroom structures would be limited based on the school building footprint (i.e. the floor area of its first floor). This is intended to make the area of temporary classroom structures proportional to the size of the school it is complementing and not allow for excessive temporary classroom sizes, especially where space constraints exist. After reviewing Brentwood School, and other local schools such as Maine West High School, staff proposes a total maximum area for all temporary classrooms on site to be five percent (5%) of the main school building footprint. Staff proposes limiting the height of temporary classroom structures to 15 feet, which is the same limitation on accessory structures in Section 12-8-1.C.

The proposed amendments also focus on the allowable locations, requiring placement on dust-free hard surfaces in a way that does not block or interfere with required off-street parking drive aisles. Further, the structures could not occupy parking spaces such that the off-street parking minimum for the school would not be met. Additionally, temporary classroom structures would be prohibited from encroaching on any public right-of-way or utility easement, including, without limitation, any public alley, street, or curb. These regulations mirror requirements for temporary storage containers.

Finally, the proposed amendments include a maximum duration of 12 months. This duration should be sufficient to encompass an entire eight-month school year while also allowing time before and after use to allow for construction or logistics planning. However, this amendment would allow the Zoning Administrator/Director of Community and Economic Development to extend the duration of a temporary classroom structure when a school is under construction and being diligently pursued to completion.

- **Section 12-13-3, Definition of Terms:** Adds a definition for "Temporary Classroom Structures."

Similar to other temporary uses, a zoning certificate would be required for the installation or placement of a temporary classroom structure on an eligible property.

### **Standards for Zoning Text Amendment:**

The following is a discussion of standards for zoning amendments from Section 12-3-7.E of the Zoning Ordinance. The City Council *may* adopt the following rationale for how the proposed amendments would satisfy the standards, and the Council may use 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;**

These amendments fill a gap in the Zoning Ordinance concerning temporary classrooms and help address needs of educational institutions by allowing temporary space to combat overcrowded classrooms or necessary construction projects. The temporary classroom allowance provides an additional service to the school and the City itself as intended in the Comprehensive Plan while also facilitating necessary long-term improvement projects for schools.

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

As a temporary use that will be accessory to existing eligible educational institutions in Des Plaines, the proposed amendments would be compatible with the current conditions and overall character of the existing development. A temporary classroom is intended to be active only for a limited period of time on an existing dust-free hard surface so as to not change the existing development on the site but rather serve the school building and community as a whole.

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

The amendments would allow a temporary use on sites of existing educational institutions, many of which are on single-family-residential (R-1) zoned properties. Because temporary classrooms require utilities, they would need to tie into the on-site infrastructure on a temporary basis. However, staff does have not concerns that the addition of temporary classrooms for a limited period of time would negatively impact the adequacy of or require additional public facilities and services on properties for which they serve.

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

The amendments allow a short-term strategy that alleviates overcrowding or logistical issues at eligible educational institutions. If only possible for public or private elementary, middle, or high schools, staff has no concerns that the presence of a temporary classroom, for a limited amount of time, on one or more education institution sites throughout Des Plaines will detract from or have an adverse effect on surrounding property values.

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

The proposed text amendments facilitate a path towards responsible standards for development and growth for eligible educational institutions by establishing a clear and streamlined permitting path for partner institutions such as school districts.

**Public Hearing:** The Planning and Zoning Board (PZB) typically holds public hearings and votes on recommendations to the City Council regarding zoning amendments. However, because of the time sensitivity of the imminent project proposed by School District 59 and Brentwood Elementary School, with all permitting and construction yet to occur, and in the spirit of partnership with the School District, the City Council is directly considering these amendments.

**City Council Action:** The Council may vote on the first reading of the approving Ordinance Z-24-22 at the conclusion of the public hearing.

**Attachment**

Attachment 1: Select Drawings for Brentwood Elementary School at 260 Dulles Road (District 59)

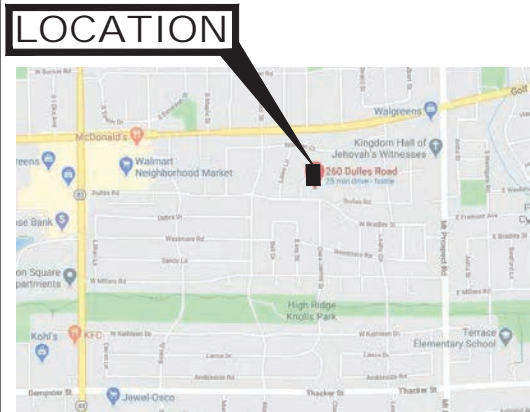
**Ordinance Z-24-22**

User: mckenna.mhinz File: J:\2022\22-SD59.CO3 Frost & Brentwood Mobile\09 DESIGN DRAWINGS\02-SHEETS\Brentwood\TITLE SHEET.dwg Time: Jun 21, 2022 - 4:47pm

SYMBOL AND LINE LEGEND

EXISTING / PROPOSED		EXISTING / PROPOSED	
	VALVE VAULT		WATERMAIN PIPE
	WATER B-BOX		STORM SEWER PIPE
	WATER VALVE BOX		STORM UNDERDRAIN
	FIRE HYDRANT		SANITARY SEWER PIPE
	WELL HEAD		IRRIGATION SLEEVE/PIPING
	FIRE DEPARTMENT CONNECTION		ELECTRICAL DUCT BANK
	STORM INLET		NATURAL GAS LINE
	STORM MANHOLE		COMMUNICATIONS LINE
	CATCH BASIN		CHILLED WATER SUPPLY
	STORM CLEANOUT		CHILLED WATER RETURN
	DOWNSPOUT		TELEVISION CABLE
	FLARED END SECTION		UNDERGROUND WIRE
	SANITARY MANHOLE		TELEPHONE CABLE
	SANITARY CLEANOUT		FIBER OPTIC CABLE
	LIGHT POLE		AERIAL WIRES
	TELEPHONE MANHOLE		CONSTRUCTION LIMITS
	POWER POLE		PROPERTY LINE
	GAS VALVE		EASEMENT LINE
	GAS METER		VENT LINE
	HAND HOLE		HIGH WATER LINE
	MAIL BOX		NORMAL WATER LINE
	ELECTRICAL MANHOLE		CHAIN LINK FENCE
	CABLE TV PEDESTAL		BARBED-WIRE FENCE
	TELEPHONE PEDESTAL		WOODEN FENCE
	TRAFFIC OR STREET SIGN		SILT FENCE
	SOIL BORING		DECIDUOUS TREE
	SPOT ELEVATION		SHRUB OR BUSH
	SURFACE FLOW		EVERGREEN TREE
	100-YEAR OVERFLOW		

LOCATION MAP



FINAL ENGINEERING PLANS FOR:

MOBILE CLASSROOM  
AT  
BRENTWOOD ELEMENTARY  
SCHOOL DISTRICT 59  
  
260 DULLES RD  
DES PLAINES, IL 60016

OWNER

COMMUNITY CONSOLIDATED SCHOOL DISTRICT 59  
1001 LEICESTER RD  
ELK GROVE VILLAGE, IL 60007  
PHONE: (847) 593-4300

DISTRICT 59 SUPERINTENDENT

DR. TERRI BRESNAHAN

DISTRICT 59 BOARD MEMBERS

COURTNEY LANG  
DAISY ESPINO  
DR. JOSEPH SAGERER  
MARDELL SCHUMACHER  
PATRICIA PERTRIELLI  
RANDY REID  
ROBERT MANCILLA  
SHARON ROBERTS

DUTY TO INDEMNIFY

THE CONTRACTOR SHALL DEFEND, INDEMNIFY, KEEP AND SAVE HARMLESS THE MUNICIPALITY, OWNER, AND ENGINEER, AND THEIR RESPECTIVE BOARD MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES, IN BOTH INDIVIDUAL AND OFFICIAL CAPACITIES, AGAINST ALL SUITS, CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, CAUSED BY, GROWING OUT OF, OR INCIDENTAL TO, THE PERFORMANCE OF THE WORK UNDER THE CONTRACT BY THE CONTRACTOR OR ITS SUBCONTRACTORS TO THE FULL EXTENT AS ALLOWED BY THE LAWS OF THE STATE OF ILLINOIS AND NOT BEYOND ANY EXTENT WHICH WOULD RENDER THESE PROVISIONS VOID OR UNENFORCEABLE. THIS OBLIGATION INCLUDES BUT IS NOT LIMITED TO, THE ILLINOIS LAWS REGARDING STRUCTURAL WORK (IL. REV. STAT. CH. 48, PAR.60 AT SEQ.). AND REGARDING THE PROTECTION OF ADJACENT LANDOWNERS (IL. REV. STAT. CH.17 ½ PAR.51 ET. SEQ.). IN THE EVENT OF ANY SUCH INJURY (INCLUDING DEATH) OR LOSS OR DAMAGE, OR CLAIMS THEREFORE, THE CONTRACTOR SHALL GIVE PROMPT NOTICE TO THE OWNER.

NOTES

1. SITE ACCESS CONTROL INCLUDING SAFETY FENCES AND TRAFFIC CONTROL, ALL CONSTRUCTION MEANS AND METHODS, AND SITE SAFETY ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
2. THE CONTRACTORS SHALL NOTIFY ALL UTILITY COMPANIES FOR FIELD LOCATIONS OF THEIR FACILITIES PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE MAINTENANCE AND PRESERVATION OF THESE FACILITIES. ALL UTILITIES SHOWN IN THE PLANS ARE FROM RECORDS OR FIELD OBSERVABLE IN FORMATION LOCATED BY SURVEYOR. ANY UTILITY LOCATIONS SHOWN SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD.

Sheet List Table		
Sheet Number	Sheet Title	Revision Date
C0.0	TITLE SHEET	
C0.1	CIVIL SPECIFICATIONS	
C0.2	MWRD SPECIFICATIONS	
C1.0	ENGINEERING PLAN	
C2.0	CIVIL DETAILS	

LICENSED ENGINEER'S CERTIFICATION STAMP

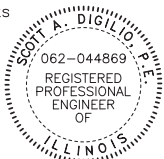
I hereby certify that plans and specifications, date March 21, 2022 for Brentwood Elementary School located at 260 Dulles Rd. in Des Plaines, Illinois District Number 59 in Cook County were prepared under my supervision and, to the best of my knowledge, comply with the requirements identified in 23 Illinois Administrative code, Part 180.

PROFESSIONAL SEAL

Firm Name: RTM Engineering Consultants  
Name: Scott DiGilio  
License: 062-044869  
Expires: 11/30/2023

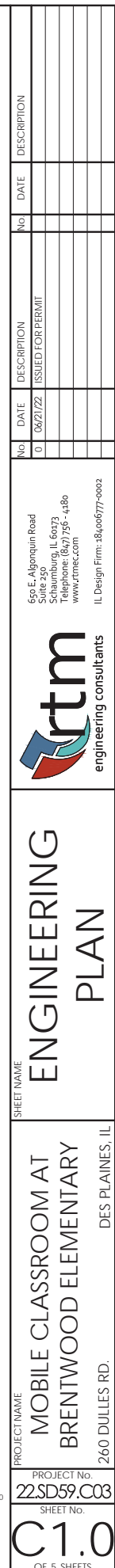
Signature:

Date: 06/21/2022

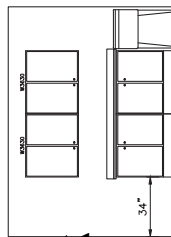


CALL 48 HOURS BEFORE YOU DIG  
WITH THE FOLLOWING INFORMATION  
COUNTY NAME: COOK  
TOWNSHIP NAME OR NUMBER: 41N  
SECTION NUMBER: 13 RANGE 11 EAST

PROJECT NAME		PROJECT No.		SHEET NAME		SHEET No.					
MOBILE CLASSROOM AT BRENTWOOD ELEMENTARY		22.SD59.CO3		TITLE SHEET		C0.0					
260 DULLES RD.		DES PLAINES, IL				OF 5 SHEETS					
No.		DATE		DESCRIPTION		No.		DATE		DESCRIPTION	
0		06/21/22		ISSUED FOR PERMIT							







(3) 2x4 #2 SPF non dado studs located on each side of the mateline.

W/H to be on shelf

(3) 2x4 #2 SPF non  
ado studs located on  
each side of the  
mateline.

some items are subject to change prior to completion

[illegible]

Space reserved for the  
Design Professional Stamp

APPROVED AS IS

APPROVED AS NOTED

REVISE AND RESUBMIT

☐

SIGNATURE

DATE

☐

SIGNATURE

DATE

☐

SIGNATURE

DATE

TRANSPORTATION IS THE RESPONSIBILITY OF THE DEALER AND OR OWNER. C&B SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO BUILDING CAUSED BY SHIPPING COMPANY BECAUSE OF WIDTH AND OR HEIGHT OF UNIT

See Building Cross Section

Building Height

See Building Cross Section  
Building Height

[illegible]

2224 Bloomingdale Drive  
Bristol, Indiana 46507  
PH: (574) 848-7300  
FX: (574) 848-1950

**Q & B**  
MODULAR, INC.

SATellite Shelter  
24x74 School (23' - 6" x 70' - 0")

PH: (514) 845-7300  
FX: (574) 845-1950

Sheet Description:	Page #:
Production Floor Plan	A2

**Notes:**

1. All structural headers shall be glued, fastened and bear on (1) 2x4/6 jack stud #2 spf each side of opening.
2. Doors, windows and openings on end walls do not require structural header because roof trusses carry the load.



APPROVED AS IS

APPROVED AS NOTED

REVISE AND RESUBMIT

☐

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SIGNATURE

SIGNATURE

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DATE

DATE

DATE

TRANSPORTATION IS THE RESPONSIBILITY OF THE DEALER AND OR OWNER. C&B SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO BUILDING CAUSED BY SHIPPING COMPANY BECAUSE OF WIDTH AND HEIGHT OF UNIT

See Building Cross Section

Building Height

**CITY OF DES PLAINES**

**ORDINANCE      Z - 24 - 22**

**AN ORDINANCE AMENDING THE TEXT OF THE ZONING  
ORDINANCE OF THE CITY OF DES PLAINES  
REGARDING TEMPORARY CLASSROOMS (CASE# 22-  
025-TA).**

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**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 recommends amending the Zoning Ordinance to: (i) allow "temporary classrooms" in all districts as a temporary use on lots with an elementary, middle, or high school as a principal use, with various limitations; and (ii) define "temporary classrooms" (collectively, "**Proposed Amendments**");

**WHEREAS**, a public hearing by the City Council ("**PZB**") to consider the Proposed Text Amendments was duly advertised in the *Des Plaines Journal* on July 13, 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 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. TEMPORARY USES.** Section 12-8-11, titled “Temporary Uses,” of Chapter 8, titled “Accessory, Temporary, and Specific Use Regulations,” of the Zoning Ordinance is hereby amended to read as follows:

**“12-8-11: TEMPORARY USES:**

\* \* \*

C. Temporary Uses Permitted:

\* \* \*

**12. Temporary Classroom Structures: In any district on zoning lots where the principal use is a public or private elementary, middle, or high school, a temporary classroom structure may be installed, subject to the following conditions and restrictions:**

- a. A zoning certificate issued by the City authorizing the temporary use of a temporary classroom structure must be obtained prior to the construction and/or placing of a temporary classroom structure on an eligible zoning lot.
- b. All building permits required by State law must be obtained prior to constructing and/or placing a temporary classroom structure on an eligible zoning lot.
- c. Each temporary classroom structure must be removed within 12 months after the date it is constructed or placed on an eligible zoning lot; provided, however, the director of community and economic development may authorize the temporary classroom structure to remain on the zoning lot for a longer duration if necessary due to a construction project on the zoning lot that is being diligently pursued to completion.
- d. Each temporary classroom structure must be installed in a location on the zoning lot improved with a dust-free hard paved surface or a similar surface acceptable to the director of community and economic development, but shall not reduce, block, or otherwise interfere with parking lot drive aisles, or reduce the number of off-street parking spaces below the minimum number required by this code.
- e. Not more than two temporary classroom structures may be placed on a single zoning lot at any one time, unless the director of community and economic development authorizes a greater number of temporary classroom structures if necessary due to a construction project on the zoning lot that is being diligently pursued to completion.

- f. The total combined area of temporary classroom structure(s) on a single lot may not exceed five percent of the gross floor area of the school building footprint.
- g. Temporary classroom structures may not encroach on any public right of way or utility easement, including, without limitation, any public alley, street, sidewalk, or curb.
- h. Temporary classroom structures may not exceed 15 feet in height as measured from grade to the highest point of the roofline.

\* \* \*

**SECTION 4. 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:**

\* \* \*

**Temporary classroom structure: A temporary structure that is (i) detached from a principal structure, (ii) located on the same zoning lot as, and is incidental and subordinate to, a public or private elementary, middle, or high school, and (iii) used solely as an educational classroom facility. Temporary classroom structures must comply with the Temporary Uses section of this title.**

\* \* \*

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

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall be in full force and effect 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 Temporary Classrooms



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: July 21, 2022

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

From: Tom Bueser, Superintendent of General Services *JB*  
Joe Coons, Superintendent

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 – 2022 Des Plaines Parking Structures Maintenance Repairs

**Issue:** The approved 2022 budget includes funding for parking garage maintenance repairs at the Library Plaza and Metropolitan Square Parking Garages.

**Analysis:** Eight bids for the 2022 Des Plaines Parking Structures Maintenance Repairs project were received and opened on July 7, 2022. The City owns and maintains the Library Plaza Parking Garage (1444 Prairie Avenue) and Metropolitan Square Parking Garage (648 Metropolitan Way). Based on site inspections conducted by Walker Restoration Consultants, the recommended repairs for each parking structure include:

- Library Plaza Parking Garage: column/wall/floor repair, concrete T-beam and joint repair, shear connector replacement, and minor tuckpointing.
- Metropolitan Square Parking Garage: beam/column/wall repairs, pre-cast T-beam repairs, minor tuckpointing, and sealant repairs.

The bid results are summarized below:

Company	Total Cost
J. Gill & Company	\$166,530
JLJ Contracting Inc.	\$206,550
Hammer Construction LLC	\$276,045
Ramirez Group LLC	\$323,050
Otto Baum Company Inc.	\$324,665
Golf Acquisition Group LLC	\$439,096
LS Contracting Group Inc.	\$486,580
Path Construction Company	\$611,529

The low bid received is from J. Gill and Company. The contractor has performed similar work for the City in previous years with positive results.

**Recommendation:** We recommend award of the 2022 Des Plaines Parking Structures Maintenance Repairs contract to the low bidder, J. Gill and Company, 8150 W. 185<sup>th</sup> Street, Suite G, Tinley Park, IL 60487 in the amount of \$166,530. Source of funding will be budgeted funds from the City Owned Parking Fund, R&M Buildings & Structures (510-00-000-0000.6315) account.

**Attachments:**

Resolution R-130-22

Exhibit A - Contract

**CITY OF DES PLAINES**

**RESOLUTION R - 130 - 22**

**A RESOLUTION APPROVING AN AGREEMENT WITH J. GILL AND COMPANY FOR MAINTENANCE REPAIRS ON CITY-OWNED PARKING STRUCTURES.**

**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 City Owned Parking Fund for use by the Department of Public Works and Engineering during the 2022 fiscal year for repairs to the City-owned parking garages located at the Des Plaines Public Library and Metropolitan Square (collectively, "*Work*"); and

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

**WHEREAS**, the City received eight bids which were opened on July 7, 2022; and

**WHEREAS**, J. Gill & Company ("*Contractor*") submitted the lowest responsible bid in the not-to-exceed amount of \$166,530 to complete the Work; and

**WHEREAS**, the City desires to enter into an agreement with the Contractor for the performance of the Work in the not-to-exceed amount of \$166,530 ("*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 Contract.



**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 Agreement with J Gill and Company for Parking Structure Repairs 2022

CITY OF DES PLAINES

CONTRACT FOR

City of Des Plaines Parking Structure – 2022 Maintenance Repairs

Full Name of Bidder J. Gill and Company ("Bidder")  
Principal Office Address 8150 W. 185<sup>th</sup> Street, Suite G, Tinley Park, IL 60487  
Local Office Address \_\_\_\_\_  
Contact Person Jim Bax Telephone Number 708-596-4455

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

*Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, 2 [if none, write "NONE"], which are securely stapled to the end of this Contract.*

**1. Work Proposal**

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for maintenance repairs to the Library and Metropolitan Parking Structures, located in downtown of Des Plaines, IL 60016 (the "Work Site");
2. Permits. 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 insurance 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 Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition

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

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

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

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

**2. Contract Price Proposal**

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

**CITY OF DES PLAINES PARKING STRUCTURES**

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all subcontractors and suppliers, the compensation set forth below.

- A. Schedule of Prices. For providing, performing, and completing all Work,

Total Extended Price from Section 00 43 10:

\$ 166,530.00

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

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

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

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

properly applied to the payment or reimbursement of the costs with respect to which they were paid.

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

### 3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner insurance certificates and policies of insurance specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than August 31, 2021 (the "Completion Date").

If the Work is not completed by Bidder in full compliance with and as required by or pursuant to this Contract and before the Completion Date, then Owner may invoke its remedies under this Contract or may, in Owner's sole and absolute discretion, permit Bidder to complete the Work but charge to Bidder, and deduct from any payments to Bidder under this Contract, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the following per diem administrative charge, as well as any additional damages caused by such delay:

#### Per Diem Administrative Charge:

\$ 100

### 4. Financial Assurance

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

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

1. Workers' Compensation and Employer's Liability

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Limits shall not be less than:

Worker's Compensation: Statutory

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

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

**2. Commercial Motor Vehicle Liability**

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

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

**3. Commercial General Liability**

Limits shall not be less than:

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

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

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

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

**4. Umbrella Liability**

Limits shall not be less than:

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

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

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

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

performance of, or failure to perform, the Work or any part thereof.

**5. Firm Contract**

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

**6. Bidder's Representations and Warranties**

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

**A. The Work.** The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

**B. Compliance with Laws.** The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 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; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; and any statutes regarding safety or the performance of the Work.

**C. Prevailing Wage Act.** This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Bidder and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

**D. Not Barred.** Bidder is not barred by law from contracting with Owner or with any other unit of state or local



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

E. Qualified. Bidder has the requisite experience **minimum of 10 years**, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in **Owner's Responsible Bidder Ordinance M-7-20, including, without limitation, The bidder actively participates, and has actively participated for at least 12 months before the date of the bid opening, in apprenticeship and training programs approved and registered with the United States department of labor bureau of apprenticeship and training for each of the trades of work contemplated under the awarded contract for all bidders and subcontractors. For the purposes of this subsection, a bidder or subcontractor is considered an active participant in an apprenticeship and training program if all eligible employees have either: (i) completed such a program, or (ii) were enrolled in such a program prior to the solicitation date and are currently participating in such program."**

## **7. Acknowledgements**

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

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

## CITY OF DES PLAINES PARKING STRUCTURES

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

- ☒ Bidder has carefully examined and read the ITB and all related documents in their entirety.
- ☒ The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- ☒ Bidders has provided a list of client references with a minimum of **(4) four municipal** references.
- ☒ Bidder has fully completed the entire Contract form, including the Total Contract Price on page 2 of the contract and completed the entire bid pricing in Attachment A.
- ☒ Bidder has submitted a certified check or bid bond, in amount equal to at least 5 percent of the Total Contract Price.
- ☒ Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. 1, 2 **[BIDDERS MUST INSERT ALL ADDENDA NUMBERS]**, has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- ☒ Bidder meets all conditions of Ordinance M-7-20: RESPONSIBLE BIDDER FOR CERTAIN CONSTRUCTION CONTRACTS
- ☒ Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

## CITY OF DES PLAINES PARKING STRUCTURES

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Dated: July 7, 20 22

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

Bidder's Name: J. Gill and Company

Doing Business As (if different): N/A

Signature of Bidder or Authorized Agent: James Bay Date: 7-7-22

(corporate seal) Printed Name: James Bay  
(if corporation)

Title/Position: Vice President

Bidder's Business Address: 8150 W. 185<sup>th</sup> Street, Suite G  
Tinley Park, IL 60487

Bidder's Business Telephone: 708-596-4455 Facsimile: 708-904-4175

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

NAME	TITLE	ADDRESS
Joseph James Gill	President	8150 W. 185 <sup>th</sup> Street, Suite G, Tinley Park, IL
James Bay	Secretary	8150 W. 185 <sup>th</sup> Street, Suite G, Tinley Park, IL

## ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines ("Owner") as of \_\_\_\_\_, 20\_\_.

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

## CITY OF DES PLAINES

Signature: \_\_\_\_\_

Printed name: Michael G. Bartholomew

Title: City Manager

{00119453.2}

## **ADDENDUM NO. 1**

### **CITY OF DES PLAINES REQUEST FOR CONTRACT PROPOSALS AND CONTRACT City of Des Plaines Parking Structure – 2022 Maintenance Repairs**

June 22, 2022

#### **TO ALL PROPOSERS:**

Attention of all Proposers is called to the following revision to the Request for Contract Proposals and Contract for City of Des Plaines Parking Structure – 2022 Maintenance Repairs Issued by the City of Des Plaines, Illinois ("Request").

The information given in this Addendum shall be taken into account by each prospective bidder in the preparation of its Contract Proposal. Receipt of this Addendum shall be acknowledged on page 1 of the bidder's Contract Proposal and a copy of this Addendum shall be included in the bidder's Contract Proposal.

#### **I. 3. Contract Time**

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner insurance certificates and policies of insurance specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than ~~August 31, 2021~~ **November 15, 2022** (the "Completion Date"). All other provisions of the Bid Package remain unchanged, including the date and time to submit Contract Proposals.

#### **II. Revised Bid Form**

See attached bid form. Work Item 8.8 quantity changed to 64 EA.

### **City of Des Plaines Parking Structure – 2022 Maintenance Repairs**

**Bid Opening 10:00 am, Thursday, July 8, 2022**



SIGN THIS ADDENDUM IN THE SPACE PROVIDED AND ATTACH TO THE FRONT OF YOUR BID PROPOSAL.

COMPANY NAME

J. GILL AND COMPANY

SIGNATURE

James Bax

DATE

6-22-22

**ADDENDUM NO. 2**

**CITY OF DES PLAINES  
REQUEST FOR CONTRACT PROPOSALS AND CONTRACT  
City of Des Plaines Parking Structure – 2022 Maintenance Repairs**

July 1, 2022

TO ALL PROPOSERS:

Attention of all Proposers is called to the following revision to the Request for Contract Proposals and Contract for City of Des Plaines Parking Structure – 2022 Maintenance Repairs Issued by the City of Des Plaines, Illinois ("Request").

The information given in this Addendum shall be taken into account by each prospective bidder in the preparation of its Contract Proposal. Receipt of this Addendum shall be acknowledged on page 1 of the bidder's Contract Proposal and a copy of this Addendum shall be included in the bidder's Contract Proposal.

**I. Bid Opening Date Clarification**

Bid opening date is Thursday, July 7, 2022 at 10:00 AM in room 101 at Des Plaines City Hall, 1420 Miner St., Des Plaines, IL 60016.

**City of Des Plaines Parking Structure – 2022 Maintenance Repairs**

**Bid Opening 10:00 am, Thursday, July 7, 2022**

SIGN THIS ADDENDUM IN THE SPACE PROVIDED AND ATTACH TO THE FRONT OF YOUR BID PROPOSAL.

COMPANY NAME J. Gill and Company  
SIGNATURE James Gill  
DATE 7-1-22

Name of Bidder J. Gill and Company

**SECTION 00 43 10 – PROCUREMENT FORM SUPPLEMENTS**

**1.1 LIST OF UNIT PRICES**

State Unit Prices on the following forms.

**LIBRARY PARKING STRUCTURE**

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
PART I: GENERAL REQUIREMENTS / PRELIMINARY MATTERS					
1.0	General Requirements				
1.1	General Requirements	L.S.	1	\$4,500.00	\$4,500.00
1.1.2	Concrete Formwork				
1.1.3	Concrete Shores and Reshores				
1.1.4	Concrete Reinforcement				
1.1.5	Temporary Signage				
3.0	Concrete Floor Repair				
3.1	Floor Repair	S.F.	5	\$400.00	\$2,000.00
4.0	Concrete Ceiling Repair				
4.1	Ceiling Repair	S.F.	15	\$250.00	\$3,750.00
5.0	Concrete Beam and Joist Repair				
5.1	Beam Repair	S.F.	15	\$125.00	\$1,875.00
6.0	Concrete Column Repair				
6.1	Column Repair	S.F.	65	\$80.00	\$5,200.00
7.0	Concrete Wall Repair				
7.1	Wall Repair	S.F.	55	\$82.00	\$4,510.00
8.0	Concrete Tee Beam Repair				
8.1	Tee Stem Repair	S.F.	5	\$400.00	\$2,000.00
8.4	Tee Flange Repair	S.F.	65	\$135.00	\$8,775.00

**CITY OF DES PLAINES PARKING STRUCTURES**2022 Maintenance Repairs  
Project Number 31-009132.20

Construction Documents

May 2022

Name of Bidder J. Gill and Company

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
<b>10.0</b>	<b>Expansion Joint Repair and Replacement</b>				
10.5	Expansion Joint – Header Repair	L.F.	15	\$75.00	\$1,125.00
<b>11.0</b>	<b>Cracks and Joint Repair</b>				
11.4	Tee-to-Tee Joint Sealant	L.F.	120	\$12.00	\$1,440.00
<b>25.0</b>	<b>Mechanical – Drainage</b>				
25.9	Replace Drain Grate	EA.	2	\$350.00	\$700.00
<b>35.0</b>	<b>Brick / Masonry Repairs</b>				
35.1	Tuckpointing	L.F.	130	\$30.00	\$3,900.00
<b>40.0</b>	<b>Connections/Bearings</b>				
40.2	Shear Connector Replacement	EA.	5	\$820.00	\$4,125.00
	<b>GRAND TOTAL</b>				<b>\$ 43,900.00</b>

Name of Bidder J. Gill and Company

**METROPOLITAN SQUARE PARKING STRUCTURE**

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
<b>PART I: GENERAL REQUIREMENTS / PRELIMINARY MATTERS</b>					
<b>1.0</b>	<b>General Requirements</b>				
1.1	General Requirements				
1.1.2	Concrete Formwork				
1.1.3	Concrete Shores and Reshores	L.S.	1	\$9,300.00	\$9,300.00
1.1.4	Concrete Reinforcement				
1.1.5	Temporary Signage				
<b>3.0</b>	<b>Concrete Floor Repair</b>				
3.1	Floor Repair	S.F.	40	\$75.00	\$3,000.00
3.11	Floor Repair – Tee Flange Strengthening	EA.	5	\$450.00	\$2,250.00
<b>5.0</b>	<b>Concrete Beam and Joist Repair</b>				
5.1	Beam Repair	S.F.	70	\$85.00	\$5,950.00
<b>6.0</b>	<b>Concrete Column Repair</b>				
6.1	Column Repair	S.F.	2	\$750.00	\$1,500.00
6.6	Column Haunch Repair	S.F.	10	\$295.00	\$2,950.00
<b>7.0</b>	<b>Concrete Wall Repair</b>				
7.1	Wall Repair	S.F.	80	\$80.00	\$6,400.00
<b>8.0</b>	<b>Concrete Tee Beam Repair</b>				
8.1	Tee Stem Repair	S.F.	40	\$140.00	\$5,600.00
8.4	Tee Flange Repair – Partial Depth	S.F.	75	\$115.00	\$8,625.00
8.8	Tee Stem Repair – FRP Vertical Wrap	L.F.	650	\$995.00	\$63,680.00
8.9	Chord Connection Repair	EA.	3	\$1,600.00	\$4,800.00
<b>11.0</b>	<b>Cracks and Joint Repair</b>				
11.1	Random Floor Cracks	L.F.	100	\$10.00	\$1,000.00

**CITY OF DES PLAINES PARKING STRUCTURES**

2022 Maintenance Repairs

Project Number 31-009132.20

Construction Documents

May 2022

Name of Bidder J. Gill and Company

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
11.4	Tee-to-Tee Joint Sealant	L.F.	300	\$12.00	\$3,600.00
11.7	Cove Sealant	L.F.	75	\$15.00	\$1,125.00
<b>35.0</b>	<b>Brick / Masonry Repairs</b>				
35.1	Tuckpointing	L.F.	10	\$125.00	\$1,250.00
<b>40.0</b>	<b>Connections/Bearings</b>				
40.2	Shear Connector Replacement	EA.	2	\$800.00	\$1,600.00
	<b>GRAND TOTAL</b>				<b>\$122,630.00</b>

## Description of Abbreviations:

L.F. = Lineal Feet

EA. = Each

S.F. = Square Feet

L.S. = Lump Sum

Name of Bidder J. Gill and Company

## 1.2 NON-COLLUSION AFFIDAVIT

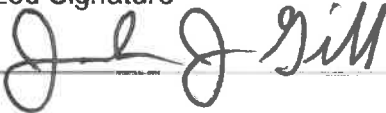
Bidder, by its officers and its agents or representatives present at the time of filing this Bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Bidder, or with any officer of City of Des Plaines whereby such affiant or affiants or either of them has paid or is to pay such other Bidder or officer any sum of money, or has given or is to give to such other Bidder or officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other free competition into the letting of the contract sought for by the attached Bids that no inducement of any form or character other than that which appears on the face of the Bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Bid or awarding of the Contract, nor has this Bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contractor sought by this Bid.

Submitted By:

Type or print firm name:

J. Gill and Company

Authorized Signature



Date

7/7/22

**END OF SECTION 00 43 10**

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PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

1111 Joseph J. Schwab Road  
Des Plaines, IL 60016  
P: 847-391-5464  
desplaines.org

MEMORANDUM

Date: July 21, 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: Water System Separation Project Change Order No. 2

---

**Issue:** At the February 22, 2022 Council Meeting the City Council awarded the Water System Separation Project to John Neri Construction Co., Inc. in the amount of \$588,911.00.

**Analysis:** Due to utility conflicts discovered during construction, one of the construction locations needs to be relocated to another site. The new site includes the addition of a Pressure Reducing Valve (PRV) and associated appurtenances. John Neri Construction provided a proposal for this work in the amount of \$53,720. The proposal is consistent with other pricing within the original contract. Change Order No. 1 was a contract extension only, due to availability of materials.

**Recommendation:** We recommend approval of Change Order No. 2 to the contract with John Neri Construction Co., Inc., 770 Factory Road, Addison, IL 60101, in the amount of \$53,720.00.

**Attachments:**

Resolution R-132-22

Exhibit A - Change Order No. 2



**CITY OF DES PLAINES**

**RESOLUTION R - 132 - 22**

**A RESOLUTION APPROVING CHANGE ORDER NO. 2  
WITH JOHN NERI CONSTRUCTION, INC. FOR THE  
WATER SYSTEM SEPARATION 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**, on February 22, 2022, the City Council approved Resolution R-36-22, authorizing the City to enter into a contract ("**Contract**") with John Neri Construction, Inc. ("**Contractor**") for the Water System Separation Project ("**Work**"); and

**WHEREAS**, Resolution R-36-22 authorized the expenditure of an amount not to exceed \$588,911 for the performance of the Work; and

**WHEREAS**, on May 26, 2022, due to supply chain issues, the City entered into Change Order No. 1 adding 105 days of time to the Completion Date; and

**WHEREAS**, due to utility conflicts discovered during the course of construction, one of the construction locations needs to be relocated to another site, which includes the addition of a Pressure Reducing Valve and associated appurtenances ("**Additional Services**"); and

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

**WHEREAS**, Contractor submitted a proposal in the not-to-exceed amount of \$53,720 to perform the Additional Services; and

**WHEREAS**, the City and the Contractor desire to enter into Change Order No. 2 to the Contract ("**Change Order No. 2**") for the performance of the Additional Services in the not-to-exceed amount of \$53,720; and

**WHEREAS**, the City has sufficient funds in the Water Fund to procure the Additional Services from the Contractor in the not-to-exceed amount of \$53,720; and

**WHEREAS**, the City Council has determined that authorizing the Contractor to perform the Additional Services under the Contract pursuant to Change Order No. 2 is: (i) necessary to complete the Project; (ii) germane to the Contract in its original form as signed; and (iii) in the best interest of the City and authorized by law;

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

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

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

**SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 2.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, Change Order No. 2.

**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 2 with John Neri Const Water System Separation Project

CITY OF DES PLAINES

CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: Water System Separation

CHANGE ORDER NO. 2

LOCATION: Seegers & Northwest Hwy, City of Des Plaines CONTRACT NO.

CONTRACTOR: John Neri Construction Co, Inc.

DATE: 7/12/22

I. A. DESCRIPTION OF CHANGES INVOLVED:

Due to utility conflicts discovered during construction, one of the construction locations needs to be relocated to another site. The new site includes the addition of a Pressure Reducing Valve (PRV) and associated appurtenances. John Neri Construction provided a proposal for this work in the amount of \$53,720. The proposal is consistent with other pricing within the original contract.

B. REASON FOR CHANGE:

The need for an additional Pressure Reducing Valve (PRV) to be installed for this project.

C. REVISION IN CONTRACT COST:

Additional \$53,720.00

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 105 days, making the final Completion Date 11/28/2022.
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>\$588,911.00</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>\$588,911.00</u>
4.	(Addition) (Reduction) to Contract Price due to this Change Order	<u>\$53,720.00</u>
5.	Contract Price including this Change Order	<u>\$642,631.00</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

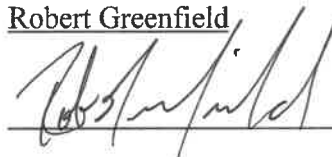
X is in the best interest of the Owner and authorized by law.

RECOMMENDED FOR ACCEPTANCE:

PROJECT MANAGER:

Robert Greenfield

By:



(7/12/22)

Signature of Authorized  
Representative

Date

ACCEPTED:

CONTRACTOR:

John Neri Construction Co.

By:



(7/12/2022)

Signature of Authorized  
Representative

Date

CITY OF DES PLAINES:

By:

\_\_\_\_\_ ( )

Signature of Authorized  
Representative

Date

#24602136\_v1



**JOHN NERI CONSTRUCTION CO., INC.**

*Sewer & Water Contractors*

770 Factory Road \*Addison, IL 60101

Tel: 630 629-8384\* Fax: 630 629-7001

[www.johnnericonstruction.com](http://www.johnnericonstruction.com)

June 13, 2022

Mr. Robert Greenfield  
City of Des Plaines  
1111 Joseph J. Schwab Rd.  
Des Plaines, IL 60016

**Re: WATER SYSTEM SEPARATION**

<b>Northwest Highway and Seegers Road</b>					
No.	Description	Units	Quantity	Unit Price	Amount
1	WATERMAIN REMOVAL, 16"	LF	14	\$ 30.00	\$ 420.00
2	DUCTILE IRON PIPE WATER MAIN, CLASS 52, 8"	LF	14	\$ 450.00	\$ 6,300.00
3	WATER MAIN FITTINGS, RESTRAINED JOINT	LB	185	\$ 5.00	\$ 925.00
4	PRESSURE REDUCING VALVE, 8"	EA	1	\$24,250.00	\$ 24,250.00
5	VALVE VAULT, 6' DIA,	EA	1	\$ 9,475.00	\$ 9,475.00
6	BYPASS WITH BALL VALVE	EA	1	\$ 2,600.00	\$ 2,600.00
7	RESTORATION (TOPSOIL, SEED, FERTILIZER, AND BLANKET)	SY	50	\$ 25.00	\$ 1,250.00
8	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 8,500.00	\$ 8,500.00
<b>PART X- Northwest Highway and Seegers Road</b>					<b>\$ 53,720.00</b>

Sincerely,

Nicholas Neri, President

**John Neri Construction Co., Inc.**

Accepted By:

Date: 7/12/22



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: July 21, 2022

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

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

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

Subject: Task Order #21 - Variable Frequency Drives at the Maple Street Pump Station

---

**Issue:** The 2022 Budget includes funds to upgrade the pumps at the Maple Street Pump Station.

**Analysis:** The City owns and maintain a potable water pumping station located at 2555 Maple Street that was constructed in the 1960s. The five pumps located at this facility are original and in need of replacement. To improve the efficiency of the station, the pumps will have Variable Frequency Drives that improve flow output to the system and save energy.

We requested that Trotter and Associates, the City's water system consultant, research the project and provide a task order for this work. Trotter provided a proposal to perform the engineering services in the amount of \$33,267.00.

**Recommendation:** We recommend approval of Task Order #21 with Trotter and Associates, 40W201 Wasco Rd., Suite D St. Charles, IL 60175 in the amount of \$33,267.00. Funding source will be the Water Fund, Professional Services, 500-00-580-0000.6000.

**Attachments:**

Resolution R-133-22  
Exhibit A - Task Order No. 21

**CITY OF DES PLAINES**

**RESOLUTION R - 133 - 22**

**A RESOLUTION APPROVING TASK ORDER NO. 21  
UNDER A MASTER CONTRACT WITH TROTTER &  
ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING  
SERVICES.**

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

**WHEREAS**, the City has identified the need to upgrade the pumps at the Maple Street Pump Station; and

**WHEREAS**, the City desires to procure professional engineering services to replace the pumps with variable frequency drives that will improve water flow throughout the system and save energy ("*Engineering Services*"); and

**WHEREAS**, on January 21, 2020, the City Council approved Resolution R-16-20, which authorized the City to enter into a master contract ("*Master Contract*") with Trotter & Associates, Inc. ("*Consultant*") for the performance of engineering services for the City as such services are needed over time; and

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

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

**WHEREAS**, Consultant submitted a proposal in the not-to-exceed amount of \$33,267 to perform the Engineering Services; and

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

**WHEREAS**, the City desires to enter into Task Order No. 21 under the Master Contract for the procurement of the Engineering Services from Consultant in the not-to-exceed amount of \$33,267 ("*Task Order No. 21*"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 21 with Consultant;



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

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

**SECTION 2: APPROVAL OF TASK ORDER NO. 21.** The City Council hereby approves Task Order No. 21 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 TASK ORDER NO. 21.** 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. 21.

**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 Task Order No 21 with Trotter & Associates Variable Frequency Drives at Maple St Pump Station

## TASK ORDER 21

### Maple Street Pump Station Variable Frequency Drives

In accordance with Section 1.2 of the Master Contract dated January 21, 2020 between the City of Des Plaines (the “*City*”) and Trotter and Associates, Inc. (the “*Consultant*”), the Parties agree to the following Task Number 21:

1. **Contracted Services:** Engineering Services related to the desired additions of Variable Frequency Drives on the new water booster pumps at Maple Street Pumping Station:
  - a. Match requirements of new replacement pumps which have been selected for operation under the new two zone water system and for emergency supply of water from City of Chicago source back to Northwest Water Commission.
  - b. Produce detailed drawings of the existing plant electrical systems to facilitate design of the new additions to the electrical system.
  - c. Select appropriate equipment for and produce installation drawings and specifications for addition of Variable Frequency Drives on (5) 200 hp pumps.
  - d. Produce drawings and specifications for integration of new controls associated with the new Variable Frequency drives to be installed on Pumps No. 1 thru No. 5 with the Plant Control Systems.
  - e. Perform additional site visits as needed to determine site existing conditions.
  - f. Coordinate with the City to obtain any additional as-constructed information for the existing facilities needed to complete the design.
  - g. Determine installation locations and size breakers, fuses, and conductors.

2. **Project Schedule:** Design development to proceed after Notice to Proceed received from the City.

3. **Project Completion Duration:**

It is anticipated that Engineering Design Phase services will require 45 days from Notice to Proceed to complete.

4. **Project Specific Pricing** (if applicable):
  - For Design Phase services our compensation shall be Time and Material not to exceed \$33,267.00.
  - Reimbursables: Per the schedule in place for the general contract.

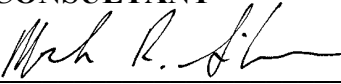
5. **Additional Changes to the Master Contract** (if applicable):  
Outside services, if any, will be passed through to the City without markup.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering



\_\_\_\_\_  
Signature

Mark R Sikora, P.E.

\_\_\_\_\_, 20\_\_\_\_  
Date

July 6, 2022

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



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: July 21, 2022

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

From: Rob Greenfield, Superintendent of Utility Services *RG*  
Timothy Watkins, Assistant Director of Public Works and Engineering *TW*

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

Subject: M.E. Simpson Task Order #6 – Buffalo Box/Valve Assessments - Phase I

---

**Issue:** The City needs to comply with Environmental Protection Agency's (EPA) mandate for a complete inventory of the water service lines connected to the City's water system.

**Analysis:** As part of the inventory program, the city needs to assess all water service lines including those connected to homes and businesses. Since this is a cumbersome task, the City contacted M.E. Simpson Co. Inc., the City's contractor for water assessments and leak detection, to assess the City's buffalo boxes (b-boxes) and associated valves in accordance with the American Water Works Association standards. M.E. Simpson has provided a proposal for this work in the amount of \$49,950. Task Order #6 is consistent with the pricing in the Master Contract Agreement between the City and M.E. Simpson.

**Recommendation:** We recommend approval of Task Order #6 with M.E. Simpson Company, Inc., 3406 Enterprise Avenue, Valparaiso, IN 46383 in the amount of \$49,950.00. Funding source will be the Water Fund, 500-00-550-0000.6195.

**Attachments:**

Resolution R-134-22  
Exhibit A - Task Order #6

**CITY OF DES PLAINES**

**RESOLUTION R - 134 - 22**

**A RESOLUTION APPROVING TASK ORDER NO. 6 WITH  
M.E. SIMPSON COMPANY, INC. FOR PROFESSIONAL  
ENGINEERING SERVICES.**

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

**WHEREAS**, in order to comply with Environmental Protection Agency regulations, the City must complete inventory of the water service lines connected to the City's water system; and

**WHEREAS**, on December 20, 2021, the City Council approved Resolution R-213-21, which authorized the City to enter into a master contract ("**Master Contract**") with M.E. Simpson Company, Inc. ("**Consultant**") for the performance of professional engineering services for the City as such services are needed over time; and

**WHEREAS**, the City desires to procure professional engineering services to assess all water service lines, including the City's Buffalo Boxes and associated valves connected to homes and businesses, in accordance with the American Water Works Association standards (collectively, "**Engineering Services**"); and

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

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

**WHEREAS**, Consultant submitted a proposal to perform the Engineering Services in the amount of \$49,950; and

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

**WHEREAS**, the City desires to enter into Task Order No. 6 under the Master Contract ("**Task Order No. 6**") for the procurement of the Engineering Services from Consultant in the total not-to-exceed amount of \$49,950; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 6 with Consultant;

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

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

**SECTION 2: APPROVAL OF TASK ORDER NO. 6.** Task Order No. 1 with Consultant is approved 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 TASK ORDER NO. 6.** The City Manager and the City Clerk are directed and authorized to execute and seal, on behalf of the City, Task Order No. 6.

**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 Task Order No 6 with ME Simpson Company Buffalo Box Valve Assessment

TASK ORDER NO. 6

In accordance with Section 1.2 of the Master Contract dated December 20, 2021 between the City of Des Plaines (the “City”) and M.E. Simpson Co., Inc. (the “Consultant”), the Parties agree to the following Task Number 6:

1. **Contracted Services:** B-Box Locating Program.
2. **Project Schedule** (attach schedule if appropriate): Schedule attached.
3. **Project Completion Date:**  
  
All Contracted Services must be completed on or before: December 19, 2022
4. **Project Specific Pricing** (if applicable): \$49,950.00
5. **Additional Changes to the Master Contract** (if applicable): N/A.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**[Signature Page Follows]**




**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

July 12, 2022  
Date

  
\_\_\_\_\_  
Signature  
\_Michael D. Simpson, Chief Executive Officer\_  
Name (Printed or Typed)

July 12, 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



July 13, 2022

Mr. Rob Greenfield  
Superintendent of Utility Services  
City of Des Plaines  
1111 Joseph Schwab Road  
Des Plaines, IL 60016

**RE: PROPOSAL FOR A WATER DISTRIBUTION SYSTEM B-BOX LOCATION PROGRAM**

Dear Mr. Greenfield,

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

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

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

Thank you for your consideration and this opportunity to acquaint you with our B-Box Location Services and offer this response. We are committed to exceeding your expectations.

Sincerely,

Carlos Covarrubias  
Regional Manager

Carlos Covarrubias  
Regional Manager

3406 Enterprise Avenue  
Valparaiso, IN 46383

800.255.1521 P  
888.531.2444 F

Carlos.Covarrubias@mesimpson.com

# SCOPE OF WORK

## B-Box Location Program Scope of Services

### Project Field Approach

The **B-Box Location Program** is conducted in the field by our technicians. M.E. Simpson Co., Inc. will locate and key all designated B-Box in the system in accordance with AWWA standards. The important location and asset management details of the B-Box will be noted and compiled on the City of Des Plaines GIS System using tablets provided by M.E. Simpson Co., Inc.

### Field Scope

- ◆ Assess water distribution system by reviewing all available prints, maps, digital GIS software, and records to anticipate location of residential water shut off valve “B-box”.
- ◆ Begin to survey selected property and attempt to locate residential “B-box”.
- ◆ When “B-Box” is visibly locatable and accessible the field crew will attempt to remove “B-box” lid.
- ◆ Once the field crew is able to open the “B-box” the crew will attempt to key the valve. The valve will be documented as Locatable/Accessible/Keyable or Locatable/Accessible (If not able to be keyed)
- ◆ If the field CAN NOT open the “B-box” the water shut off valve will be documented as locatable/accessible.
- ◆ In the event a service is NOT easily visible a metallic locator will be used.
- ◆ Once the metallic locator has a possible location the field crew will investigate the potential area 1-2” below grade with a hand shovel.
- ◆ If the “B-box” is exposed they will attempt to open “B-box” and key valve. If the “B-Box” is NOT locatable after investigating the “B-box” it will be documented as NOT LOCATABLE
- ◆ No more than 15 minutes will be spent on attempting to locate, access, and key any one (1) residential service valve. If a crew cannot locate, access, or key a valve within the allowable 15 minutes the service valve will be documented as NOT FOUND and the field crew will proceed to the next property.

### Information & Data Collection

- ◆ All of the information and data collected will be provided in an electronic format via tablet. The tablet(s) provided will be synced and uploaded the data to the Utility’s GIS-Based application.
- ◆ The data collected shall include, but not be limited to, the following B-Box information:
- ◆ Identifying number presently employed by the Utility’s GIS-Based application
- ◆ Location referenced by coordinates in landmark system presently employed by the Utility’s GIS-Based application
- ◆ Location by address
- ◆ If the service is keyable

- ◆ Identified Problems: B-Box full of debris and/or Paved Over, Sealed Shut, Misaligned, Buried, not keyable
- ◆ Date operated
- ◆ **Documentation:** As stated above; all documentation will be performed “live”, online through the Utility’s GIS-Based online application.
- ◆ All of the information and data collected will be compiled by means of electronic tablet.
- ◆ The data collected shall include, but not be limited to, the following B-Box information:
  - Identifying number consistent and compatible with system presently employed by the Utility
  - Location referenced by coordinates in landmark system approved by the Utility
  - Location by Address
  - Is the service keyable
  - Date operated

## Utility Observations

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

## Final Reports, Documentations & Communications

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

- ◆ Project Team will **meet daily** with assigned Utility personnel to go over areas of the B-Box Location program for prior workday and plan current day and B-Box located.
- ◆ The field technicians will be readily available by cellular phone. This will facilitate communications between the Utility and the field technicians. A **24-hour toll-free 800 number** is available for direct contact with M.E. Simpson Co., Inc. for emergencies.
- ◆ **The Project Manager will** meet with the Utility regularly for a progress report.

Effective communication...  
accurate documentation...  
**Insuring the success for  
the B-Box location program**

### Assumptions & Services Provided by the Utility

- ◆ M.E. Simpson Co., Inc. will provide tablet(s) and the Utility will provide online access to the City's GIS System
- ◆ The Utility, in an acceptable electronic format, will furnish all maps, atlases, and records, necessary to properly conduct the B-Box Location program.
- ◆ The Utility, in an acceptable electronic format, will provide all B-Box ID numbers, type of B-Box (if known), Map page numbers or grid number, and any other additional information that can aide in helping the overall success of the program.
- ◆ The Utility, in an acceptable electronic format, will furnish all GPS Coordinate data.
- ◆ The Utility, in an acceptable electronic format, will provide records such as old B-Box/Service cards or any additional information that would make the B-Box location easier to perform. This information shall be regarded as **CONFIDENTIAL** by M.E. Simpson Co., Inc., and will not be shared with anyone outside of the Utility without consent of the Utility.
- ◆ The Utility will notify other departments as to the activity of B-Box Location Program so that various departments are aware that a program is in progress. This is to ensure that if there should be a problem with part of the distribution system, notification can be made promptly.
- ◆ The Utility will also make available, on a reasonable but periodic basis, certain personnel with a working knowledge of the water system who may be helpful in attempting to locate particularly hard-to-find B-Box and for general information about the water system. This person will not need to assist the Project Team on a full-time basis, but only on an "as needed" basis.
- ◆ The Utility will assist, if needed, to help gain entry into sites that may be difficult to get into due to security issues or other concerns. This may be required of areas where distribution mains run in easements on private property.

## PROJECT SAFETY PLAN

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

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

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



**Safety** is a major part of any project. M.E. Simpson Co., Inc. always provides a safe work environment for its employees. **Our staff is trained in General Industry OSHA rules, Confined Space Entry & Self-Rescue, First Responder First Aid, CPR, and Traffic Control.**

While in the field on your project, M.E. Simpson Co., Inc. and its employees will follow all of the necessary safety procedures to protect themselves, your staff and the general public.

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

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

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

**Current documentations of safety training and certifications can be provided for all project personnel for the Utility. These certifications are current and up to date (for 2022) for all project personnel.**

## PROPOSED PROJECT SCHEDULE

**Project Start Date:** TBD

**Hold Kick-off meeting:** TBD, to cover goals and objectives of Project.

**Fieldwork to be completed and documented:** TBD days depending on number of B-Box Located.

## INVESTMENT

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

M.E. Simpson Co., Inc. is pleased to offer the City of Des Plaines, Illinois our proposal for a B-Box Location program. This program is based on locating, key and documenting b-box in the City of Des Plaines' water distribution system. The b-box location, keying and documentation will be done by one of our two-man teams', in accordance with the above Scope of Service, with all necessary equipment furnished by M.E. Simpson Co., Inc. as described within this document.

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### **2022 B-Box Location Program**

B-Box Location Program Field Services

Hourly Fee of **\$275.00** per hour not to exceed Eighty-Eight (180) hours **\$49,500.00**

B-Box Location Program Administrative Services

Hourly Fee of **\$90.00** per hour not to exceed Two (5) hours **\$ 450.00**

**Task Order Not to Exceed Total Cost** **\$49,950.00**

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All procedures will be followed according to the above scope of services.

We thank you for this opportunity to acquaint you with our B-Box Location Program and offer this proposal. If you have further inquiries or you wish to discuss our service in more detail, do not hesitate to call us.





PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: July 11, 2022

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

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

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

Subject: AECOM Task Order No. 3 – Pavement Management Program

**Issue:** The City implemented a Pavement Management Program in 2019 through the services of AECOM. This program assists the City in making informed, data driven, and strategic decisions in managing pavements cost effectively and extending pavement service life. The City has requested a proposal from AECOM to update the program which is implemented in 3-year cycles.

**Analysis:** Services will include:

- Inventory and database updates (approximately 165 centerline miles of pavement)
- Records review and construction history information update
- Pavement data evaluation using high speed data collection systems
- Data analysis and modeling
- Technical engineering report

The estimated cost for updating the Pavement Management Program is \$102,665, approximately \$34,200 per year for the 3-year cycle.

In addition, using the pavement images collected as a part of this program, extraction can be performed for right of way roadway assets such as signage, pavement markings, curb and gutter conditions, etc. AECOM has specialized equipment that allows them to evaluate our pavement objectively and quicker than existing staff can perform.

**Recommendation:** We recommend approval of Task Order No. 3 with AECOM Technical Services, Inc., 303 East Wacker Drive, Suite 1400, Chicago, IL for pavement management services in an amount not to exceed \$102,665.00. Source of funding will be the Capital Projects Fund.

**Attachments:**

Resolution R-135-22  
Exhibit A – Task Order No. 3

**CITY OF DES PLAINES**

**RESOLUTION R - 135 - 22**

**A RESOLUTION APPROVING TASK ORDER NO. 3  
UNDER A MASTER CONTRACT WITH AECOM  
TECHNICAL SERVICES, INC. FOR CONSTRUCTION  
ENGINEERING SERVICES.**

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

**WHEREAS**, in 2019, the City implemented a Pavement Management Program, which assists the City in making informed decisions regarding managing pavements located within the City (*“Pavement Management Program”*), which Pavement Management Program is implemented in three-year cycles; and

**WHEREAS**, the City desires to update the Pavement Management Program in order to assess and evaluate current pavement conditions and determine future pavement maintenance (*“Engineering Services”*); and

**WHEREAS**, on December 21, 2021, the City Council approved Resolution R-209-21, which authorized the City to enter into a master contract (*“Master Contract”*) with AECOM Technical Services, Inc. (*“Consultant”*) for the performance of certain engineering services for the City as such services are needed over time; and

**WHEREAS**, pursuant to Chapter 10 of Title 1 of the City Code of the City of Des Plaines and Section 7.4(E) of the City’s purchasing policy, the City Council has determined that procurement of the Consulting Services is not adapted to award by competitive bidding because the Consulting Services require a high level of professional skill and judgment; and

**WHEREAS**, the City requested a proposal from Consultant to perform the Engineering Services; and

**WHEREAS**, Consultant submitted a proposal in the not-to-exceed amount of \$102,665 to perform the Engineering Services; and

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

**WHEREAS**, the City has sufficient funds in the Capital Project Fund to procure the Engineering Services from Consultant; and

**WHEREAS**, the City desires to enter into Task Order No. 3 under the Master Contract to procure the Engineering Services from Consultant in the not-to-exceed amount of \$102,665 ("**Task Order No. 3**"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 3 with Consultant;

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

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

**SECTION 2: APPROVAL OF TASK ORDER NO. 3.** The City Council hereby approves Task Order No. 3 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 TASK ORDER NO. 3.** 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. 3 only after receipt by the City Clerk of at least one executed copy of final Task Order No. 3 from Consultant; provided, however, that if the City Clerk does not receive one executed copy of final Task Order No. 3 from Consultant within 30 days after the date of adoption of this Resolution, then this authority to execute and seal final Task Order No. 3 shall, at the option of the City Council, be null and void.

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 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 Task Order No. 5 with AECOM for the Creation of a Pavement Management Program

TASK ORDER NO. 3  
TO MASTER CONTRACT BETWEEN THE CITY OF DES PLAINES  
AND AECOM TECHNICAL SERVICES, INC.  
FOR PROFESSIONAL ENGINEERING SERVICES

In accordance with Section 1.2 of the Master Contract dated December 21, 2021 between the City of Des Plaines (the “City”) and AECOM Technical Services, Inc., 303 East Wacker Drive, Suite 1400, Chicago, IL 60601 (the “Consultant”), the Parties agree to the following Task Number 3:

**1. Contracted Services:**

The Consultant will perform the services described in the “Scope of Services” set forth in “City of Des Plaines, IL, Pavement Management Program Update” and submitted to the City on June 24, 2022 (“Proposal”).

**2. Project Schedule** (attach schedule if appropriate):

N/A

**3. Project Completion Date:**

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

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

In exchange for the Contracted Services, the Consultant will receive compensation on a time and material basis in the amounts set forth in the Pricing Schedule attached to the Master Contract as Attachment B, but in no event will the compensation paid to the Consultant exceed \$102,665, as set forth in the Proposal under the section titled “Fee Estimate”.

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

In the event of a conflict between any provisions of the Proposal and this Task Order No. 3 of the Master Contract, this Task Order No. 3 and the Master Contract will control.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

**CITY**

\_\_\_\_\_  
Signature

Director of Public Works & Engineering

\_\_\_\_\_, 2022

Date

**CONSULTANT**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_, 2022

Date

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

\_\_\_\_\_  
Signature

City Manager

\_\_\_\_\_, 2022

Date

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

\_\_\_\_\_  
Signature

City Manager

\_\_\_\_\_, 2022

Date

June 24, 2022

Jon Duddles, P.E., CFM  
Assistant Director of Public Works and Engineering  
City of Des Plaines  
1420 Miner Street, Des Plaines, IL 60016  
P. 847.391.6127

**RE: Fee Proposal for Networkwide Pavement Management System Update for City of Des Plaines, IL**

Dear Mr. Duddles,

The City of Des Plaines, IL (City) is looking to update their existing network wide Pavement Management Program to make informed, data driven, strategic decisions in managing their pavements cost effectively and extend pavement service life through preservation concepts. To support the City with this effort, AECOM Technical Services, Inc. (AECOM) provides the attached fee proposal for Pavement Management System update which includes the following tasks -

- Kick off Meeting and Coordination
- Inventory and Database Updates
- Records Review and Construction History Information Update
- Pavement Data Evaluation using High Speed Data Collection Systems (LCMS)
- Data Analysis and Modelling
- Technical Engineering Report

Detailed task descriptions, schedule and fee breakdown are included in the scope of services attachment below. We hope this will be acceptable to the City. Please let us know if you have any questions or concerns.

Sincerely,



Timothy Whalen  
AECOM Technical Services, Inc  
Vice President, US West Transportation

## **City of Des Plaines, IL Pavement Management System Update**

### **SCOPE OF SERVICES**

AECOM Technical services, Inc. (AECOM) is pleased to submit the proposal to the City of Des Plaines, IL (City) for the pavement management services on approximately 165 centerline miles of City roadways. The scope of services is as described below.

#### **Task 1 Kick-Off Meeting and Coordination**

The project initiation task will include one onsite project kick-off meeting to discuss project details, scope, and work schedule with City staff; and a review of the City's network and historical pavement information, data, and records. This task will help our team to gather a more comprehensive understanding of the information available and specific project goals.

At the kick-off meeting we will discuss items including:

- Overview of project activities and schedule.
- Review available information and the format available (electronic or hardcopy).
- Confirm limits of Pavement Condition Index Survey.
- Progress updates (frequency, format, etc.).

Deliverables:

- Meeting minutes from the kick-off meeting.

#### **Task 2 Inventory and Database Updates**

AECOM will make segmentation and attribute updates to City's existing PAVER pavement management system and GIS database, in accordance with guidelines set forth in ASTM D6433, before and after data collection based on the findings.

Deliverable:

- Updated GIS layer.
- PAVER pavement management database.

#### **Task 3 Records Review and Construction History Information Update**

In this task, AECOM will update the work history information in the PAVER pavement management database based on the recent work performed, and as provided by the City.

Deliverable:

- Updated pavement management database.



**Task 4a Pavement Data Evaluation – High Speed Data Collection**

In this task, AECOM will be supported by a data Collection vendor. The Laser Crack Measurement System (LCMS) methodology will be implemented for pavement data evaluation. The primary advantages of high-speed data collection method for the City's network include:

- Data collection effort is safe and is no obstruction to traffic.
- High quality photographic record and mapping of condition. If discrepancies or issues arise, the images can be retrieved and re-analyzed, or the location re-visited in the field.
- Imagery available for asset extraction of Right of Way features such as roadway signage, striping and markings, drainage features, bridges, etc., should the City want to include any such roadway asset data extraction at a later stage (refer Task 7: Add on Service).

The AECOM team will collect pavement condition data, including: 1) high-resolution 3D downward images for cracking, 2) rutting and faulting measurements, 3) high resolution right-of-way images, 4) longitudinal road profile, and 5) International Roughness Index (IRI) for assessing roadway smoothness. The collected distress data will be analyzed to determine Pavement Condition Index (PCI) values as well.

The City has approximately 165 centerline miles. The data collection rule applied for the inspection is shown below. Approximately 170 collection miles are estimated.

- 2 or less lanes – 1 pass.
- More than 2 lanes - 2 passes (1 pass in each direction).

*Note: Turn lanes are not included in lane counts.*

The next step after data collection is pavement distress identification and classification. 100% of the data collected shall be sampled and evaluated.

Deliverable:

- PCI distress data file.

**Task 4b Pavement Data Evaluation – Data Quality Control**

AECOM will perform an independent QA/QC of the pavement condition inspection data using office and field verification methods. The first step in reviewing the delivered data is to perform checks on the distress database for overall completeness. Then checks on approximately 10% of the data will be performed on the distress identification and condition evaluation.

Deliverable:

- PCI distress data will be uploaded into the PAVER database.

**Task 5 Data Analysis and Modelling**

Using features available in PAVER, data analysis will encompass development of pavement deterioration models; analysis of maintenance and repair (M&R) needs based on network-level data; establishing M&R unit costs and policies; project prioritization; and multi-year budget analysis.

AECOM will develop pavement deterioration models for the flexible and rigid pavements using prediction model tools in PAVER. M&R unit costs and policies will be developed based on local practices. A prioritization scheme will be established to assist in ranking pavement projects in consultation with City staff. Budget analysis consisting of various funding scenarios for a 5-year period will be performed and consequently a 5-year capital improvement plan (CIP) will be developed.

Deliverable:

- A long term (5-year) CIP that includes major M&R work.
- A near term (1-2 year) localized M&R work.
- PAVER database populated with updated prediction models, and M&R policies and costs.

Exclusions:

The following items are not included in this task:

- Project-level or detailed pavement engineering evaluation.

**Task 6 Technical Engineering Report**

A report will be prepared that summarizes the study process and results. As part of the report, a customized pavement management database will be presented that reflects local rehabilitation costs, policies, funding priorities, and feasible major rehabilitation strategies for each pavement segment of the network. In addition, the recommended 5-year CIP will be included in the report with a preliminary cost estimate for each year. Finally, a color-coded CIP map will be prepared to reflect the 5-year plan. One draft report will be submitted to the City for review. The review comments from the City will be incorporated final report.

Deliverable:

- Electronic draft and final Reports in PDF format (2 total submittals).

**Task 7 Asset Extraction (Add on Services)**

Using pavement imagery collected in task 4, asset inventory and general condition assessment can be performed on roadway right of way assets. Potential assets to include but are not limited to are:

- Roadway signs
- Roadway striping and markings
- ADA ramps
- Bus stops
- Curb and gutter
- Manhole covers
- Drainage inlets
- Medians
- Sidewalks
- Bridge Decks
- Crosswalks
- Guardrails and barriers
- Shoulders

*Note: Effort for this task is not included in the fee estimate attached in this proposal.*

**SCHEDULE**

Assuming notice to proceed is given by July 31, 2022, data collection is expected to occur prior to November 30, 2022. The Pavement management report will be submitted within 3 months of receiving the processed pavement distress data.

**FEE ESTIMATE**

The fee to perform these services is based on time and materials price not to exceed **\$102,665.00**.

AECOM proposes to complete the work under our current Master Services Agreement contract between the City of Des Plaines (City) and AECOM Technical Services (AECOM) for Professional Engineering Services dated January 7, 2019.

Description	Project Manager	Sr. Pavement Engineer	Mid Pavement Engineer	Jr. Pavement Engineer	GIS/CAD	Admin	ODC	Total
Bill Rate	\$225	\$190	\$150	\$120	\$110	\$90		
Task 1 - Kick off Meeting and coordination	2	4	4			8	\$500.00	\$3,030.00
Task 2 - Inventory and Database Updates		2	4	8	8			\$2,820.00
Task 3 - Records Review and Construction History Information Update		2	4	8	8			\$2,820.00
Task 4a - Pavement Data Evaluation – High Speed Data Collection	Approximately 170 collection miles							\$56,000.00
Task 4b - Pavement Condition Data Quality Control	1	4	8	8			\$3,000.00	\$6,145.00
Task 5 - Data Analysis and Modelling	2	16	24	32	24			\$13,570.00
Task 6 - Technical Engineering Report	4	16	32	40	32	8	\$500.00	\$18,280.00
<b>Total</b>	<b>9</b>	<b>44</b>	<b>76</b>	<b>96</b>	<b>72</b>	<b>16</b>	<b>\$4,000</b>	<b>\$102,665.00</b>



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: July 12, 2022

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

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

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

Subject: IDOT – Master Signal Agreement

---

**Issue:** A Master Signal Agreement between the Illinois Department of Transportation (IDOT) and the City of Des Plaines governs maintenance responsibilities of state roadway traffic signals within the City. IDOT has delivered a new Master Signal Agreement to replace the previous one which expired on June 30, 2021.

**Analysis:** The Public Works and Engineering Department has reviewed and discussed the new Master Signal Agreement with IDOT staff. The agreement was created by the IDOT Central Office in Springfield and is a standard document used for all municipalities in the State. The new Agreement does not contain any major changes and represents a continuation of the existing policy. Similar to the old agreement, the new agreement will be effective for a 10-year period.

**Recommendation:** Staff recommends the City of Des Plaines execute the new Master Signal Agreement with the Illinois Department of Transportation. Source of funding will continue to be the Motor Fuel Tax Fund.

**Attachments:**

Resolution R-136-22

Exhibit A – Master Signal Agreement

**CITY OF DES PLAINES**

**RESOLUTION R - 136 - 22**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE TRAFFIC SIGNALS LOCATED WITHIN THE CITY**

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

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

**WHEREAS**, the Illinois Department of Transportation ("**IDOT**") owns various State traffic signals located within the City ("**State Traffic Signals**"); and

**WHEREAS**, the City and IDOT desire to enter into an intergovernmental agreement under which IDOT will compensate the City for the operation and maintenance of the State Traffic Signals ("**Intergovernmental Agreement**"); and

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

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

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

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

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

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

[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**

DP-Resolution Approving Intergovernmental Agreement with IDOT for Municipal Street Maintenance

#38013692\_v2

## INTERGOVERNMENTAL AGREEMENT

This Interagency Agreement is entered into between the City of Des Plaines ("GOVERNMENTAL BODY") and the Department of Transportation ("DEPARTMENT") pursuant to the "Intergovernmental Cooperation Act" (5 ILCS 220) and in accordance with The DEPARTMENT's rules at 92 Ill. Adm. Code 544.

1. Governmental Body and the DEPARTMENT have a mutual interest in and the maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A, which is hereby made a part of this agreement.
2. In furtherance of said interests of, the entities agree:
  - a. **Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals and other traffic control devices listed on the attached Exhibit A.
  - b. **Maintenance.** Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the DEPARTMENT indicated on Exhibit A, either with its own forces or through contractual agreements
  - c. **Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in the attached Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Additional provisions regarding maintenance may be incorporated in this document (Exhibit B) upon agreement by both parties.
  - d. **Interconnect & Timing.** The DEPARTMENT agrees to maintain all signal equipment and interconnects associated with interconnected signal systems or Advanced Traffic Management System and interconnects with at-grade railroad crossings, at DEPARTMENT maintained locations. The DEPARTMENT shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The GOVERNMENTAL BODY shall submit to the DEPARTMENT any changes proposed in signal timings.
  - e. **Interconnections: Installation & Damage.** The DEPARTMENT is not responsible for the cost of installing or maintaining traffic signals not on (but interconnected to traffic signals on) U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.
  - f. **Master Monitoring Costs.** Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or



State routes. The GOVERNMENTAL BODY may connect traffic signals to a State-owned master controller or Advanced Traffic Management System for the coordination or operation of non-State-owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to their office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.

- g. **Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT'S proportionate share of the energy charges.
- h. **Indemnification.** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on an alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

- i. **Emergency Vehicle Preemption Devices.** The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any Governmental Body must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.
- j. **Previous Agreements.** All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the GOVERNMENTAL BODY for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded and be of no force or effect.

All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

- k. **Modification.** Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the Regional Engineer, the Engineer of Operations and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the Department and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modification of Exhibit A.
- l. **Plan Review.** All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.
- m. **Cost Sharing.** As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices generally are shared in proportion to the number of approaches maintained by each unit of government, however, other DEPARTMENT policies and practices require cost sharing of energy and maintenance to be based on other criteria besides the number of approaches maintained. The maintenance costs of the interconnect system and related equipment as well as engineering costs for any approved coordination and timing studies shall be shared within the interconnect system, unless otherwise agreed to in a permit or by other agreement.
- n. **Jurisdictionally Transferred.** The GOVERNMENTAL BODY will be responsible for the maintenance costs of all traffic signal and/or other traffic control devices related to a roadway or roadways that has or have been jurisdictionally transferred by the DEPARTMENT to the GOVERNMENTAL BODY in a prior agreement(s).
- o. **Billing.** Bills shall be submitted by the DEPARTMENT on a three (3) month basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.
  - i. Any proposed single expenditure in excess of \$10,000 for repair or damage to an installation must be approved by the GOVERNMENTAL BODY before the expenditure is made.
  - ii. The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task.
  - iii. THE DEPARTMENT costs are composed of labor, equipment, materials and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

- iv. The cost for contracted work will be the actual cost for the contractor. In District One, maintenance costs are based on the District's Electrical Maintenance Contract's (EMC) related bid cost and may vary from contract to contract. The length of District One's EMC is generally 2 to 3 years.

3. Notice under this agreement shall be as follows:

For The DEPARTMENT:

Lisa E. Heaven-Baum, Bureau Chief Traffic Ops

Name and Title

847-705-4140

Phone number

Lisa.Heaven-Baum@illinois.gov

Email Address

201 W. Center Court

Schaumburg, IL 60196

Address

For the GOVERNMENTAL BODY:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Address

4. **Effective Date.** This Agreement shall be effective from July 1, 2021 through June 30, 2031 and may be terminated prior to that date, by either party, upon 30 days written notice.

FOR THE GOVERNMENTAL BODY:

\_\_\_\_\_  
Signature and Job Title of Authorized Representative

\_\_\_\_\_  
Type or Print Name of Authorized Representative

\_\_\_\_\_  
Date

FOR THE DEPARTMENT:

\_\_\_\_\_  
Jose Rios, Regional Engineer, Division of Highways

\_\_\_\_\_  
Yangs A. Kim, Chief Counsel

\_\_\_\_\_  
Date

(Approved as to form)

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

\_\_\_\_\_  
Director, Division of Highways, Chief Engineer

\_\_\_\_\_  
Joanne Woodworth, Acting Chief Fiscal Officer

\_\_\_\_\_  
Date

Date:

\_\_\_\_\_

By:

\_\_\_\_\_

By:

\_\_\_\_\_

\_\_\_\_\_  
Omer Osman, Secretary of Transportation

\_\_\_\_\_  
Date

By:

\_\_\_\_\_



Governmental Body Name

City of Des Plaines

Address

1420 Miner Street

City

Des Plaines

State

IL

Zip Code

60016

Remittance Address (if different from above)

City

State

Zip Code

Phone

(847) 391-5300

Fax

(847) 391-5378

FEIN/TIN

36-6005-849

DUNS

Brief Description of Service (full description specified in Part 5)

This is the Master Agreement for Governmental Body maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A.

Compensation Method (full details specified in Part 6)

Total Compensation Amount

\$0.00

Advance Pay

☐ Yes ☒ No

Start Date

07/01/21

Agreement Term

Expiration Date

06/30/31

### REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

#### FOR THE GOVERNMENTAL BODY:

Signature

Date

Name

Title

☐ Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

#### FOR THE DEPARTMENT:

Signature

Date

Omer Osman, Acting Secretary of Transportation

Date

Delegate Name

Printed Name

Printed Title

Signature

Date

Joanne Woodworth, Acting Chief Fiscal Officer

Date

Philip C. Kaufmann, Chief Counsel

Date

(Approved as to form)

**INTERGOVERNMENTAL AGREEMENT  
FOR  
GOVERNMENTAL BODY MAINTENANCE OF TRAFFIC CONTROL DEVICES**

This Agreement is by and between

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

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

Attention

Email

referred to as the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying
Part 8	Agreement Award Notification

**Part 1**

**SCOPE / COMPENSATION / TERM**

- A. **Scope of Services and Responsibilities** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement** This Agreement will start 07/01/21 and will expire 06/30/31
- D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- ☒ E. **Renewal** This Agreement may not be renewed.

## Part 2 GENERAL PROVISIONS

- A. Changes** If any circumstances or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven (7) days.
- B. Compliance/Governing Law** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
- C. Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. Records Inspection** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.
- E. Records Preservation** The GOVERNMENTAL BODY, shall maintain for a minimum of **three (3) years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. Cost Category Transfer Request** For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.
- G. Subcontracting/Procurement Procedures/Employment of DEPARTMENT Personnel**
1. Subcontracting-Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.
  2. Procurement of Goods or Services - Federal Funds For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.
  3. Procurement of Goods or Services - State Funds For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, currently set at \$80,000.00; and \$20,000.00 for professional and artistic services, (See 30 ILCS 500/20-20(a) and 44 Ill. Admin Code 6.100) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$80,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.  
  
The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.
  4. EMPLOYMENT OF DEPARTMENT PERSONNEL The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

**Part 3**

☒ **FEDERALLY FUNDED AGREEMENTS**

[Not applicable to this Agreement]



## PART 4 SPECIFIC PROVISIONS

- A. Invoices** Invoices submitted by the GOVERNMENTAL BODY will be for costs that have been incurred to complete the Part 5, Scope of Services. If the GOVERNMENTAL BODY's invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation

Attention

District One-Bureau of Financial Services

Address

201 West Center Court

City

Schaumburg

State

IL

Zip Code

60196-1096

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

- B. Billing and Payment** All invoices for services performed and costs incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than **July 31st** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.
- C. Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the GOVERNMENTAL BODY. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment terms set forth in the Agreement.
- D. Location of Service** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.
- E. Ownership of Documents/Title to Work** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.
- F. Software** All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.

- G. Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- H. Compliance with Freedom of Information Act.** Upon request, GOVERNMENTAL BODY shall make available to DEPARTMENT all documents in its possession that DEPARTMENT deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
- I. Reporting/Consultation** The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- J. Travel Expenses** Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.
- K. Indemnification** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on a alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.
- GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.
- L. Equal Employment Practice** The GOVERNMENTAL BODY must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The GOVERNMENTAL BODY must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:
- In the event that the GOVERNMENTAL BODY, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the GOVERNMENTAL BODY, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the GOVERNMENTAL BODY agrees as follows:
1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
  2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
  4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
  5. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;
7. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the GOVERNMENTAL BODY, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify the contracting agency and the Department in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the GOVERNMENTAL BODY will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations;
8. The GOVERNMENTAL BODY must have written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request; and

In addition, the GOVERNMENTAL BODY is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

**M. Tax Identification Number** GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: City of Des Plaines

Taxpayer Identification Number: 36-6005-849

Legal Status (check one):

☐ Tax-exempt ☒ Government ☐ Other \_\_\_\_\_

**N. International Boycott** The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

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

**P. Equipment** The DEPARTMENT and the GOVERNMENTAL BODY agree to the following:

1. The GOVERNMENTAL BODY must obtain the DEPARTMENT's written approval prior to purchasing any equipment with funds acquired under this Agreement;
2. The GOVERNMENTAL BODY acknowledges that the DEPARTMENT is under no obligation to approve, and the DEPARTMENT may, if it approves, subject that approval to additional terms and conditions as the DEPARTMENT may require;
3. The GOVERNMENTAL BODY acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;
4. The GOVERNMENTAL BODY must use the equipment for the authorized purpose under Part 5 (Scope of Service/Responsibilities) and Part 6 (Compensation) during the period of performance or the equipment's entire useful life;
5. The GOVERNMENTAL BODY must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval;
6. In cases where the GOVERNMENTAL BODY fails to dispose of any equipment properly, as determined by the DEPARTMENT, the GOVERNMENTAL BODY may be required to reimburse the DEPARTMENT for the cost of the equipment; and
7. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least \$100, and used solely in GOVERNMENTAL BODY's performance under this Agreement.



**PART 5**  
**SCOPE OF SERVICE/RESPONSIBILITIES**

- A. **Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals, and other traffic control devices listed on the attached Exhibit A, which is hereby made part of this Agreement and shaded or highlighted.
- B. **Maintenance.** Modernization of traffic control devices is not covered under this Agreement. It is agreed that the actual maintenance will be performed by the GOVERNMENTAL BODY indicated on Exhibit A, either with its own forces or through contractual agreements.
- C. **Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in the attached Exhibit B, which is hereby made part of this Agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Additional provisions regarding maintenance may be incorporated in this document as agreed upon by both parties.
- D. **Interconnect & Timing.** "Railroad interconnect" shall mean an electrical connection between a traffic signal controller and a railside railroad control system. A "signal interconnect" shall mean an electrical connection between two on-street traffic signal controllers or between a master controller and a central signal system. The GOVERNMENTAL BODY agrees to maintain all signal equipment and connection of railroad crossing warning devices with signal controller. The DEPARTMENT, in cooperation with the GOVERNMENTAL BODY, shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The DEPARTMENT may elect to allow the GOVERNMENTAL BODY to determine the signal timing to coordinate and regulate the flow of traffic at any location. The GOVERNMENTAL BODY shall inform the DEPARTMENT of any changes made in signal timings. The DEPARTMENT reserves the right to withdraw the privilege of timing signals from the GOVERNMENTAL BODY at any time. A railroad interconnect shall not be modified without prior notification to and approval by the Illinois Commerce Commission and the DEPARTMENT. If a railroad interconnect needs repairs, such repairs shall not be performed without prior notification and approval, if required, by the Illinois Commerce Commission and the Department.
- E. **Interconnections: Installation and Damage.** The DEPARTMENT will not be responsible for the cost of installing or maintaining traffic signals and signal system interconnects not on but interconnected to traffic signals on U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.
- F. **Master Monitoring Costs.** Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or State routes. The GOVERNMENTAL BODY may connect traffic signals to a State owned master controller for the coordination or operation of non-State owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to its office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.
- G. **Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT's proportionate share of energy charges.
- H. **Costs for Pavement Markings.** Inspect pavement markings and replace as necessary to insure proper motorist, pedestrian, and bicyclist guidance – including green pavement markings for bicyclists. Insure that stop bars, symbols and crosswalks are in good condition.

In District 1, all work is the responsibility of the GOVERNMENTAL BODY. Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.

I. Maintenance Contractors. Maintenance contracts shall be subject to DEPARTMENT approval prior to award. The DEPARTMENT, after consultation with the GOVERNMENTAL BODY, reserves the right to reject any electrical/maintenance contractor assigned work by the GOVERNMENTAL BODY that, in the judgment of the DEPARTMENT, has proposed or bid rates or charges in excess of usual and customary rates for the type of work being performed.

J. Emergency Vehicle Preemption Devices. The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any GOVERNMENTAL BODY must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.

K. Existing Agreements or Letters of Understanding. All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

L. Modification. Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the DEPARTMENT'S Regional Engineer and its Engineer of Operations, and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the DEPARTMENT and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modifications of Exhibit A. This Agreement can be modified according to Part 1.D, by completing the Intergovernmental Agreement Amendment.

M. Plan Review. All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this Agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.

## PART 6 COMPENSATION FOR SERVICES

### Funding

Not Applicable		
	Subtotal	
Local Match Provided Through the GOVERNMENTAL BODY		
GRAND TOTAL		

### Funding Breakdown

The DEPARTMENT and GOVERNMENTAL BODY agree to the following funding requirements:

A. Cost Sharing. As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices generally are shared in proportion to the number of approaches maintained by each unit of government however, other DEPARTMENT policies and practices requires cost sharing of energy and maintenance to be based on other criteria besides the number of approaches maintained. The maintenance cost of the interconnect and interconnect related equipment, as listed in Exhibit A, as well as engineering costs for any approved coordination and timing studies, shall be shared in proportion to the approaches maintained by each unit of government at all intersections within the interconnected system, unless otherwise agreed to in a permit or by other agreement. The share of the signal maintenance cost at an intersection will be borne one hundred percent by the DEPARTMENT where the ADT for the route is more than or equal to 35,000. The one hundred percent share will not apply to signal modernization, energy charges, new signal, and signal timing.

i. The GOVERNMENTAL BODY will be responsible for the maintenance costs of all traffic signals and/or other traffic control devices related to a roadway or roadways that has or have been jurisdictionally transferred by the DEPARTMENT to the GOVERNMENTAL BODY in a prior agreement(s).

B Billing. Bills shall be submitted to the DEPARTMENT on a quarterly basis. The amount billed shall be the costs incurred less any proceeds from third-party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.

ii. Any proposed single expenditure in excess of \$10,000.00 for repair or damage to an installation must be approved by the DEPARTMENT before the expenditure is made.

iii. The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task. The DEPARTMENT reserves the right to examine the records of the GOVERNMENTAL BODY to determine that costs billed are fully documented.

iv. The GOVERNMENTAL BODY costs are composed of labor, equipment, materials, and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier calculated by the GOVERNMENTAL BODY to include direct and indirect labor related costs, retirement, Social Security, health, hospitalization and life insurance, holidays, vacation, sick leave and worker's compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

v. The cost for contracted work will be the actual cost for the contractor.

a. Maintenance of the traffic signals shall be performed by the GOVERNMENTAL BODY through the DEPARTMENT's approved electrical contractor. If, at any time, the contractor fails to perform any work deemed necessary by the DEPARTMENT's Regional Engineer to keep the traffic signals in proper operating condition, or if the Engineer finds it impossible to contact the designated persons to perform any work, the DEPARTMENT reserves the right to have other electrical contractors perform the needed work. The cost of such work will be invoiced to the GOVERNMENTAL BODY directly from the appointed contractor providing the service.

C. Notices. Notices under this Agreement shall be directed to the following addresses by regular mail or

email to the address shown below:

For the DEPARTMENT:

For the GOVERNMENTAL BODY:

Budget

Not Applicable

**PART 7**

**CERTIFICATION REGARDING LOBBYING**

(49 CFR PART 20)

☒ **[NOT APPLICABLE TO THIS AGREEMENT]**



**PART 8**  
**AGREEMENT AWARD NOTIFICATION**

**REQUIRED FOR ALL PROJECTS**

Does this project receive Federal funds? ☐ Yes ☒ No

Amount of Federal funds

Name of Project

Federal Project Number

CFDA Number\*, Federal Agency, Program Title

\*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

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## ANNUAL CERTIFICATION FOR SINGLE AUDIT COMPLIANCE

### NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

**NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.**

In accordance with 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements, non-federal entities that expend \$750,000 or more in Federal awards in a year are required to have a single audit. The DEPARTMENT is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the DEPARTMENT. It is the responsibility of the agencies expending Federal funds to comply with the requirements and determine whether they are required to have a single audit performed.

In order to comply with the requirements, your agency must provide the following information to the DEPARTMENT on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$750,000 or more in Federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed, and submit a copy of the report to the DEPARTMENT within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.
2. If your agency expended less than \$750,000 in Federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs, and were not required to conduct a single audit, you must complete and return the certification statement.
3. If your agency receives multiple awards from the DEPARTMENT, only one annual submittal of this information is required.

Please submit a copy of your single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation  
Audit Coordination Section, Rm. 303  
2300 South Dirksen Parkway  
Springfield, IL 62764

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with 2 CFR Part 200.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable,
2. Management Letter, if applicable, and
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to [DOT.AuditReview@illinois.gov](mailto:DOT.AuditReview@illinois.gov) or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-6041.

## NOTICE

### **Do not submit this certification to the DEPARTMENT with your signed contract.**

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending Federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any Federal funds related to this contract.

## Single Audit Not Required Certification

I certify that \_\_\_\_\_ expended less than \$750,000 in Federal awards in our fiscal year \_\_\_\_\_, and was not required to have a single audit conducted.

Signature

Date

Title

## Subrecipient Contact Information

Subrecipient

Contact Person

Title

Address

City

State

Zip Code

Phone

Fax

Fiscal Year End

E-mail

# EXHIBIT A

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the **City of Des Plaines** in Cook County that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

Page 1 of 3

As of 7/14/22

LOCATION	TS#	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY PERFORMING MAINT.
		STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
Algonquin Rd at Mt Prospect Rd	TS4120	100			100			STATE
Algonquin Rd at Seymour Av/Kolpin Dr	TS13005	50	50		50	50		STATE
Ballard Rd at Bender Rd (relocated)	TS20385	100			100			STATE
Ballard Rd at Potter Rd	TS1455	100			100			STATE
Central Rd at Oakton College	TS1677			100 Oakton College			100 Oakton College	STATE
Central Rd at Wolf Rd	TS4765	50	25	25 Mt. Prospect	50	25	25 Mt. Prospect	STATE
US 12 (Elk Blvd) at Des Plaines River Rd	TS1090	75	25	60X13 & 62267	75	25		STATE
US 12 (Rand) at US 45 (Des Plaines River Rd)	TS365	100			100			STATE
US 12 (Rand) at IL 58 (Golf Rd)	TS375	100			100			STATE
US 12 (Rand) at US 12 (Elk Blvd)	TS370	100				100		STATE
US 12 (Rand) at Third Av	TS13085	50	50			100		STATE
US 12 (Rand) at Wolf Rd	TS425	100				100		STATE
US 12/45 (Graceland Av) at US 12/45 (Jefferson/RR) US 14 (Miner St)	TS13055	86	14		86	14		STATE
US 12/45 (Graceland Av) at Prairie Av	TS13050	50	50			100		STATE
US 12/45 (Graceland Av) at Thacker St	TS13027	50	50			100		STATE
US 12/45 (Lee St) at US 12/45 (Mannheim Rd)	TS11245	66 2/3	33 1/3		66 2/3	33 1/3		STATE
US 12/45 (Lee St) at US 14 (Miner St)	TS13035	100				100		STATE
US 12/45 (Lee St) at Algonquin Rd	TS13000	50	50		50	50		STATE
US 12/45 (Lee St) at Forest Av	TS13003	50	50		50	50		STATE
US 12/45 (Lee St) at Oakton St	TS1130	100				100		STATE
US 12/45 (Lee St) at Prairie Av	TS13025	50	50			100		STATE
US 12/45 (Lee St) at Perry St	TS13071	50	50		50	50		STATE
US 12/45 (Lee St) at Thacker St	TS13026	50	50			100		STATE
US 12/45 (Mannheim Rd) at IL 72 (Higgins Rd)	TS1100	100			100			STATE
US 12/45 (Mannheim Rd) at Prospect Av	TS13065	50	50		50	50		STATE
US 12/45 (Mannheim Rd) at Touhy Av	TS1135	100			100			STATE

\*ADT = Avg. Daily Traffic (>35,000+)

LOCATION	TS#	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY PERFORMING MAINT.
		STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
US 14 (Dempster St) at Potter Rd	TS1275	75	12.5	12.5 Park Ridge	75	12.5	12.5 Park Ridge	STATE
US 14 (Dempster St) at Rand Rd	TS1285	100			100			STATE
US 14 (Miner St) at Busse Highway	TS13078	100		60X13 & 62268	100			STATE
US 14 (Miner St) at Des Plaines River Rd	TS13075	50	50	60X13 & 62267	50	50		STATE
US 14 (NW Hwy) at Broadway St	TS13083	100		60J39	100			STATE
US 14 (NW Hwy) at Mt. Prospect Rd	TS1255	100			100			STATE
US 14 (NW Hwy) at Pearson St	TS13040		100			100		STATE
US 14 (NW Hwy) at State St	TS13080		100			100		STATE
US 45 (Des Plaines River Rd) at Central Rd	TS1675	100			100			STATE
US 45 (Des Plaines River Rd) at IL 58 (Golf Rd)	TS1625	100			100			STATE
US 45 (Des Plaines Rvr Rd) at Nazareth/Holy Hosp	TS1626		100			100		STATE
IL 58 (Golf Rd) at 6th Av	TS2785	50	50			100		STATE
IL 58 (Golf Rd) at East River Rd	TS2755	100				100		STATE
IL 58 (Golf Rd) at IL 83 (Elmhurst Rd)	TS2715	100			100			STATE
IL 58 (Golf Rd) at Mt Prospect Rd	TS13020	100			100			STATE
IL 58 (Golf Rd) at Oakton College	TS2825			100 Oakton College			100 Oakton College	STATE
IL 58 (Golf Rd) at Mariano Access Dr	TS13022		100			100		STATE
IL 58 (Golf Rd/Seegers Rd) at Wolf Rd	TS2865	100			100			STATE
IL 62 (Algonquin Rd) at IL 83 (Elmhurst Rd)	TS2925	100			100			STATE
IL 72 (Higgins Rd) at Devon Av	TS9085	50		50 Rosemont		50	50 Rosemont	STATE
IL 72 (Higgins Rd) at Lee St	TS11870	50	50		50	50		STATE
IL 72 (Touhy Av) at Mt Prospect Rd	TS3235	75		25 Chicago	75		25 Chicago	STATE
IL 72 (Touhy Av) at Wolf Rd	TS3260	50	50		50	50		STATE
IL 83 (Elmhurst Rd) at IL 83 (Oakton)	TS3350	100		Tollway I-13-4617		75	25 Mt. Prospect	STATE
IL 83 (Elmhurst Rd) at Dempster St/Thacker St	TS3405	100				75	25 Mt. Prospect	STATE

\*ADT = Avg. Daily Traffic (>35,000+)

LOCATION	TS#	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY PERFORMING MAINT.
		STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
Des Plaines River Rd at Oakton St	TS4995	25	75	60X13 & 62267	25	75		STATE
Des Plaines River Rd at Pearson/River St	TS13072		100	60X13 & 62267		100		STATE
Des Plaines River Rd at Perry St	TS13070		100	60X13 & 62267		100		STATE
Des Plaines River Rd at Touhy Av	TS5005	50	50	60X13 & 62267	50	50		STATE
Elmhurst Rd at I-90 Diverg Diamond Intrchg (No)	TS3319	100			100			STATE
Elmhurst Rd at I-90 Diverg Diamond Intrchg (So)	TS3319	100			100			STATE
Lee St at Touhy Av	TS5445	100*			50	50		STATE
Oakton St at Mt Prospect Rd	TS5545	100			100			STATE
Oakton St at Webster Ln	TS12995	50	50		50	50		STATE
Rand Rd at Ballard Rd	TS4160	100				100		STATE
Touhy Av at Maple St	TS12985	50	50		50	50		STATE
Wolf Rd at Algonquin Rd	TS4130	75	25		75	25		STATE
Wolf Rd at Howard St	TS5955	50	50		50	50		STATE
Wolf Rd at Oakton St	TS5550	100			100			STATE
Wolf Rd at Thacker St/Dempster St	TS13470	75	25		75	25		STATE
Des Plaines River Rd at Algonquin Rd	TS4975		100	60X13 & 62267		100		Des Plaines
Des Plaines River Rd at Devon Av	TS4980	100				50	50 Rosemont	Rosemont
Des Plaines River Rd at River Casino	TS4981		100			100		Des Plaines
Oakton St at White St	TS1130		100			100		Des Plaines

\*ADT = Avg. Daily Traffic (&gt;35,000+)

EXHIBIT B  
SHORT FORM  
TRAFFIC SIGNAL MAINTENANCE PROVISIONS

**A. GENERAL PROVISIONS**

**1. CABINET PACK**

Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/ her signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

**2. HARDWARE SPECIFICATIONS**

All equipment and material used shall comply with the requirements of the DEPARTMENT's Standard Specifications for Road and Bridge Construction and the district special provisions.

**3. HIGHWAY LIGHTING**

For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole lighting arm, luminaire and lighting cable and all signal cable shall be considered part of the traffic signal system and are the responsibility of the DEPARTMENT.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. All costs of repairing or replacing damaged or missing non-standard IDOT highway lighting system equipment is the responsibility of the GOVERNMENTAL BODY.

**4. EMERGENCY VEHICLE PREEMPTION SYSTEM**

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the GOVERNMENTAL BODY.

**5. RAILROAD PREEMPTION**

At all locations with railroad/traffic signal interconnects, respond to any and all emergency and all red flash alarms in a timely manner and notify the Illinois Commerce Commission and the GOVERNMENTAL BODY of the malfunction.

None of the traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals can be modified without prior approval from the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission.

The DEPARTMENT shall provide contact personnel available at all times to who railroad preemption malfunctions must be reported.

#### 6. DAMAGE REPAIRS

Repair or replace any and all standard DEPARTMENT equipment damaged by any cause whatsoever. Equipment owned by a third party, such as EVP, lighted street name signs, TSP, and the like are the responsibility of others.

#### 7. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

Whenever third-party claims cannot be recovered, the GOVERNMENTAL BODY shall share in the loss.

#### 8. TEMPORARY TRAFFIC CONTROL

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs which will be removed once the signal is in working condition.

#### 9. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

### **B. AS REPORTED OR OBSERVED**

#### 1. LAMP REPLACEMENT

Replace burned out lamps for all red signal indications within twenty-four (24) hours of notification of burnout or on the next business day following the notification. However, if two or more red indications for an approach are burned out, these lamps must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other burned out lamps within forty-eight (48) hours or next business day of notification of burnout. Lamp changes shall always include a lens cleaning.

#### 2. SIGNAL ALIGNMENT

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

#### 3. CONTROLLER PROBLEMS

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

#### 4. L.E.D. SIGNAL HEAD AND L.E.D. MODULE REPLACEMENT

An L.E.D. module shall be considered failed and shall be replaced if the indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.



Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

### **C. WEEKLY**

#### **1. MASTER CONTROLLER or ADVANCE TRAFFIC MANAGEMENT SYSTEMS**

At locations that are a part of a closed loop signal or advance traffic management systems maintained by the GOVERNMENTAL BODY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

As needed assist in the implementation of the signal system timing plans.

Maintain the central signal system software on a PC so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

### **D. BI-MONTHLY (Every 2 months)**

#### **1. CABINET INSPECTION**

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times. Replace filters per manufacturer's recommendations.

#### **2. OBSERVE SIGNALS**

Observe the signals at the time of the bi-monthly cabinet inspection. This involves stopping and watching for correct detection and timing operation.

#### **3. DETECTION TESTING**

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit bi-monthly.

#### **4. VIDEO DETECTION TESTING**

Inspect, maintain, and clean all video detection and surveillance systems bi-monthly or as needed, to achieve clean lenses, and adjust for proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

#### **5. CONTROLLER CHECK**

When controllers malfunction, they shall be removed, repaired, and bench checked. The controllers shall not be removed for annual maintenance inspections.

This bi-monthly check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during the bi-monthly cabinet inspection.

#### 6. FUSE AND BREAKER CHECKS

Fuse and breaker checks should occur during the bi-monthly cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

#### 7. CLEARANCE TRIMMING

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist including trimming trees, bushes or any other form of vegetation blocking said lines of sight.

### **E. GENERAL**

#### 1. ANNUAL HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis.

#### 2. ANNUAL CONFLICT MONITOR AND MMU TEST

Test all conflict monitors and MMUs once every two years in accordance with manufacturer recommendations.

#### 3. PAVEMENT MARKINGS

In District 1, the GOVERNMENTAL BODY shall inspect stop bars, symbols, special pavement treatments and crosswalks and replace as necessary to insure proper motorist and pedestrian guidance;

Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.

4. The GOVERNMENTAL BODY shall also be responsible for maintenance of the installed street name signs on approaches to a State highway from a local road. Because of the value of street name signs to motorists, the GOVERNMENTAL BODY shall provide such signs at all named State highway intersections.

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EXHIBIT B  
LONG FORM  
TRAFFIC SIGNAL MAINTENANCE PROVISIONS

**A. GENERAL PROVISIONS**

**1. DOCUMENTATION**

The GOVERNMENTAL BODY shall provide the supporting documents for the items being billed. The approval of an invoice is contingent upon the supporting documentation. If the GOVERNMENTAL BODY'S invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

**2. REFERENCES**

All governing specification texts and manuals (ex: the Standard Specifications for Road and Bridge Construction, the Manual on Uniform Traffic Control Devices ((MUTCD))) cited and referred to herein shall be latest editions of those specification texts and manuals.

**3. CABINET PACK**

Wiring diagrams, phase diagrams, and manuals are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes, repairs and maintenance activities shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/her signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

**4. HARDWARE SPECIFICATIONS**

All equipment and material used shall comply with the requirement of the DEPARTMENT's latest edition of Standard Specifications for Road and Bridge Construction and the district special provisions. Maintain logs of equipment installation dates for warranty and for end of service life determination purposes. Catalog cuts shall be submitted to the DEPARTMENT for compliance with the district special provisions.

**5. ROADWAY LIGHTING**

Maintenance of roadway lighting on combination pole assemblies, including but not limited to lighting mast arm(s), luminaire(s), cable, fusing, and control shall be the responsibility of the GOVERNMENTAL BODY. Agreements regarding other roadway lighting equipment shall remain unchanged by this IGA.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. All cost of inspecting and maintaining the combination pole lighting system equipment is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, replacing damaged or missing combination pole lighting system equipment is the responsibility of the GOVERNMENTAL BODY.

6. EMERGENCY VEHICLE PREEMPTION SYSTEM

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the GOVERNMENTAL BODY.

7. TRAFFIC SIGNALS INTERCONNECTED TO RAILROAD WARNING DEVICES

At all locations with railroad/traffic signal interconnects, respond to any failure or damage and all emergency and all red flash alarms within one (1) hour and notify the DEPARTMENT and the Illinois Commerce Commission of any malfunction with railroad preemption equipment.

Traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals shall not be modified without prior approval from the DEPARTMENT and the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission. The interconnect controller cabinet shall display the location, the minimum preemption time and the railroad and the Department twenty-four-seven contact phone numbers. The display stickers one for the signal cabinet and another for the railroad bungalow will be furnished by the DEPARTMENT.

8. DAMAGE REPAIRS

Repair or replace any or all equipment damaged by any cause whatsoever within the time shown in the Response Table. Replaced equipment shall be new.

Response Table

ITEM	RESPONSE TIME	SERVICE RESTORATION	PERMANENT REPAIR (calendar days)
Cabinet	1 hour	24 hours	21 days
Controllers and Peripheral Equipment	1 hour	4 hours	21 days
System Detector Loop	1 hour	NA	7 days
All Other Detectors	1 hour	NA	21 days
Signal Head and Lenses	1 hour	4 hours	7 days
Aviation Red Beacon	1 hour	4 hours	7 days
Mast Arm Assembly and Pole	1 hour	4 hours	7 days
Traffic Signal Post	1 hour	4 hours	7 days
Cable and Conduit	1 hour	4 hours	7 days
Interconnect and Telemetry	1 hour	4 hours	7 days
Graffiti Removal	NA	NA	7 days
Misalignment of Signal Heads	1 hour	4 hours	4 hours
Closed Loop Monitoring System	1 hour	24 hours	14 days
Post and Poles Plumb Vertically	NA	NA	21 days
Controller, Post & Pole Foundations	NA	NA	21 days
Complaints, Calls, Controller or System Alarms, Timing, Phasing, Programming	1 hour	4 hours	NA
Patrol Truck Deficiencies	NA	24 hours	24 hours
Signal Heads Visibility	1 day	2 days	14 days

9. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage. Document damage to facilities and notify the Department of the damage to determine the required repair or replacement.

Whenever third-party claims cannot be recovered, the GOVERNMENTAL BODY shall share in the loss in accordance with the percentages shown in Exhibit A.

10. TEMPORARY TRAFFIC CONTROL.

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities.

When work is within the traveled way, provide protection for workers and for traveling public by providing adequate traffic control. The traffic control shall conform to the latest edition of Manual on Uniform Traffic Control Devices.

11. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond within one (1) hour to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

**B. AS REPORTED OR OBSERVED**

1. SIGNAL ALIGNMENT

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

2. CONTROLLER PROBLEMS

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

3. LED SIGNAL HEAD AND LED MODULE REPLACEMENT

An LED module shall be considered failed and shall be replaced if at least one-fourth of the signal indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.

Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

Provide replacement LED modules and LED signal heads that fully comply to the latest applicable Institute of Transportation Engineers (I.T.E.) specifications.

4. PAINTING

Painted signal components shall be repainted as necessary per the paint system's manufacturer's requirements.

5. The GOVERNMENTAL BODY shall also be responsible for maintenance of the installed street name signs on approaches to a State highway from a local road. Because of the value of street name signs to motorists, the GOVERNMENTAL BODY local agencies shall provide such signs at all named State highway intersections.

## **C. WEEKLY**

### **1. MASTER CONTROLLER SYSTEMS**

At locations that are a part of a closed loop signal system maintained by the GOVERNMENTAL BODY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

As needed assist in the implementation of the signal system timing plans.

Maintain the central and closed loop signal system management software (Aries, Tactics, Centrac, etc.) on a PC or a server so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

Ensure that communications to master controllers and central signal systems (telephone lines, radio broadband connections, etc.) are functioning and report issues to service providers for repair. Where applicable the GOVERNMENTAL BODY shall utilize JULIE for locate services.

## **D. BI-MONTHLY (Every 2 months)**

### **1. CABINET INSPECTION**

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times. Replace filters per manufacturer's recommendations.

### **2. OBSERVE SIGNALS**

Observe the signals at the time of the bi-monthly cabinet inspection. This involves stopping and watching for correct detection and timing operation.

### **3. DETECTION TESTING**

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit bi-monthly.

### **4. VIDEO DETECTION TESTING**

Inspect, maintain, and clean all video detection and surveillance systems bi-monthly or as needed, to achieve clean lenses, and adjust for proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

### **5. CONTROLLER CHECK**

When controllers malfunction, they shall be removed, repaired, and bench checked. The controllers shall not be removed for annual maintenance inspections.

This bi-monthly check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during the bi-monthly cabinet inspection.

### **6. FUSE AND BREAKER CHECKS**

Fuse and breaker checks should occur during the bi-monthly cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

## **E. ANNUALLY**

### **1. SIGNAL HEADS VISIBILITY**

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist, including snow and ice. The maintaining agency shall trim trees, bushes or any other form of vegetation blocking said lines of sight. The maintaining agency shall remove, or order the removal of, any man-made obstructions such as signs or banner blocking said line of sight. Visibility for line of sight shall meet the standards established and contained in the Manual on Uniform Traffic Control Devices (MUTCD). All trimmed vegetation shall be legally disposed of by the maintaining agency off the right of way.

### **2. ANNUAL HARDWARE INSPECTION**

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis. The inspection shall focus on the structural elements of the mast arm assembly and must include a close-up arm's length investigation of the mast arm, pole, mast to pole connection, base plate, and anchor bolts.

The arm of the assembly shall be visually inspected at all signal head connections for any defects, such as cracks or buckles. Inspect the mast arm to pole connection for significant loss of section, cracks in welds or base metal, and deterioration of the connection plates. The bolts of the arm to pole connection shall be inspected for tightness and condition. Check the pole for external corrosion, impact damage, rust through perforation, deflection, distortion, or cracking. Closely inspect pole for corrosion near the base plate, especially if mounted on a grout bed. Check welds of the pole to base plate connection for cracks. Inspect base plate for section loss or deformation. Inspect mast arm anchor bolts for any corrosion or bending, and for loose or missing nuts.

Upon discover of any buckles or significant structural defects (loose or missing nuts, severe corrosion or dents, cracks in welds, plate or structure, etc.), take corrective action in a timely manner.

### **3. ANNUAL CONFLICT MONITOR AND MMU TEST**

Test all conflict monitors and MMUs once every two years in accordance with manufacturer recommendations. Failed conflict monitors or MMUs shall be replaced with new units.

The GOVERNMENTAL BODY, upon request, shall submit copies of the CMU/MMU test reports to the DEPARTMENT. These reports shall be maintained pursuant to Part 2, Paragraph E., "Records Preservation" of the AGREEMENT.

### **4. PAVEMENT MARKINGS**

Inspect pavement markings and replace as necessary to insure proper motorist, pedestrian, and bicyclist guidance – including green pavement markings for bicyclists. Insure that stop bars, symbols and crosswalks are in good condition.

In District 1, all work is the responsibility of the GOVERNMENTAL BODY. Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.





COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: August 1, 2022

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community and Economic Development *JTC*  
Ryan Johnson, Assistant Director of Community and Economic Development *RJ*  
Samantha Redman, Associate Planner *SR*

Subject: Adoption of the Program Year 2022 (PY2022) Annual Action Plan

**Issue:** The City's Community Development Block Grant (CDBG) allocation for the 2022 Program Year (October 1, 2022 - September 30, 2023) is anticipated to be \$313,366. This amount is determined by a formula calculated by the U.S. Department of Housing and Urban Development (HUD). Additionally, Des Plaines has approximately \$290,000 remaining from last program year.

**Analysis:** The Annual Action Plan (AAP) serves as the City's budget and formal application for the use of CDBG funds. Like previous years, the City plans to use 100% of the grant allocation to assist low and moderate-income households and low and moderate-income areas. The available funding includes the amount allocated for this year (\$313,366) and remaining funding rolled over from previous years. The following is the breakdown of the proposed fund distribution by program type: Public Facility and Infrastructure Improvements: \$345,000; Housing Rehabilitation: \$195,512; and Planning and Administration: \$62,500.

These programs are planned to meet all HUD eligibility requirements and would be consistent with the objectives set forth in the City's 5-year PY 2020-2024 CDBG Comprehensive Plan. A copy of the entire AAP which includes a detailed breakdown of all projects, is attached for review. A minimum 30-day public comment period is required by HUD. Citizens were invited and encouraged to submit written comments during the public comment period, which began Wednesday, June 8, and ended on Monday, July 11. Copies of the complete draft PY2022 AAP were available during the public comment period. No comments, questions, or concerns were received during the public period. Several proposals for funding were received from current subrecipients and are incorporated in the AAP.

**Recommendation:** Staff recommends the City Council adopt the PY2022 Annual Action Plan. The plan must be submitted to HUD by August 16, 2022.

**Attachments:**

Resolution: R-137-22  
Exhibit A: PY2022 Annual Action Plan



**CITY OF DES PLAINES**

**RESOLUTION R - 137 - 22**

**A RESOLUTION APPROVING THE CITY OF DES  
PLAINES COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM 2022 ANNUAL ACTION PLAN.**

---

**WHEREAS**, the City is a designated entitlement community under the Community Development Block Grant program ("**CDBG**") administered by the United States Department of Housing and Urban Development ("**HUD**") and is eligible to receive \$313,366 in CDBG funds during the 2022 CDBG program year ("**CDBG Funds**"); and

**WHEREAS**, in accordance with certain requirements set forth in Title 24, Subtitle A, Part 91, of the Code of Federal Regulations, the City must obtain HUD approval of a "Consolidated Plan" every five years and an "Action Plan" every year prior to the disbursement of CDBG Funds to the City by HUD; and

**WHEREAS**, among other requirements, the Consolidated Plan and Action Plan must be developed in accordance with a "Citizen Participation Plan" that encourages low- and moderate-income persons to participate in the development of the Consolidated Plan and Action Plan; and

**WHEREAS**, in accordance with applicable federal regulations and the City's Citizen Participation Plan, the City Department of Community and Economic Development has developed an Action Plan for CDBG program year 2022 ("**2022 Action Plan**"); and

**WHEREAS**, notice was published on June 1, 2022 in the *Des Plaines Journal*, which: (i) invited public comment on the proposed 2022 Action Plan; and (ii) announced a public hearing to be held on June 20, 2022 on the proposed 2022 Action Plan; and

**WHEREAS**, during the public comment period beginning on June 8, 2022 and ending on July 11, 2022, the proposed 2022 Action Plan was available to the public at the offices of the Department of Community and Economic Development and on the City website; and

**WHEREAS**, on June 20, 2022, the City Council conducted a public hearing on the proposed 2022 Action Plan; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to approve the 2022 Action Plan for submittal to HUD;

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

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

**SECTION 2: APPROVAL OF 2022 ACTION PLAN.** The City Council hereby approves the 2022 Action Plan in the form attached to this Resolution as **Exhibit A**.

**SECTION 3: AUTHORIZATION TO IMPLEMENT 2022 ACTION PLAN.** The City Council hereby authorizes and directs the City Manager to take any and all action necessary to submit the 2022 Action Plan to HUD for approval and to implement the approved 2022 Action Plan upon receipt of CDBG Funds from HUD.

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to the 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 CDBG 2022 Annual Action Plan

**EXHIBIT A**  
**CITY OF DES PLAINES, ILLINOIS**  
**2022 ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT**  
**PROGRAMMING**

# City of Des Plaines PY2022 CDBG Annual Action Plan



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

Planned Date of Adoption: August 1, 2022

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# The Process

## AP-05 EXECUTIVE SUMMARY–91.200(C), 91.220(B)

### Introduction

The City of Des Plaines is classified as an entitlement community with a population of over 50,000 and receives an annual allocation of Community Development Block Grant (CDBG) funding from the Department of Housing and Urban Development (HUD).

The City of Des Plaines expects to receive \$313,366 for Program Year (PY) 2022 from HUD. This amount reflects a 1.5% decrease from PY2021. The annual CDBG budget is determined by HUD through a statutory dual formula that uses several objective measures of community needs that include: extent of poverty, population, housing overcrowding, age of housing, and population growth lag in respect to other metropolitan areas. The City is also planning to reprogram an estimated amount of \$289,646 from the last program year.

There are three essential documents required by HUD from all recipients of the CDBG Program: the Consolidated Plan, the Annual Action Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER). The Consolidated Plan must be submitted every five years and provides a snapshot of the community's current conditions, establishes long-term objectives, strategies, and goals to mitigate the issues identified. The Annual Action Plan allows the community to make annual adjustments to meet both the goals established in the Consolidated Plan or to adapt to newer issues that may arise. At the end of the program year, the CAPER provides the results of the CDBG programs by reporting performance figures referenced in both the Consolidated and Annual Action Plan. The Annual Action Plan and its respective CAPER must be submitted annually.

The Annual Action Plan will serve as the City's budget and formal application for these funds. Also, the City of Des Plaines plans to use 100% of the grant to assist low- and moderate-income households.

Although a member of the Cook County Consortium, the City will continue to receive a direct allocation of CDBG funds from HUD, and the strategies developed for the use of our CDBG funding are specific to the City of Des Plaines.

Des Plaines will continue to plan, draft and approve the Annual Action Plan, CAPER and other required HUD reports. However, certain plans and reports, including Annual Action Plans, need to be submitted to Cook County first, which will then submit them to HUD, along with the plans and documents of other municipalities participating in Cook County's HOME Consortium.

The purpose of the Annual Action Plan is to describe the housing and community development goals that the City plans to address during the program year and how it will utilize its CDBG funds.

The City drafted the PY2022 Annual Action Plan which proposes programs and activities that are to be funded by the CDBG annual budget for the time period of October 1, 2022, to September 30, 2022.

Activities during the third year of the Consolidated Plan will continue to address the priorities and goals established by the Strategic Plan.

### **Summary of the objectives and outcomes identified in the Plan**

The City of Des Plaines identified five community priorities in the Strategic Plan through a needs assessment and public participation:

- 1) Capital Improvements: Preserve Existing Housing Stock
- 2) Capital Improvements: Improve Public Facilities and Public Infrastructure
- 3) Public Services: Provide Financial Assistance for Housing Programs/Services
- 4) Public Services: Provide Financial Assistance for Non-Housing Programs/Services
- 5) Conduct Planning and Administration Activities

The City of Des Plaines' entitlement grant is limited; thus, not all programs will be funded with CDBG funding. In the Consolidated Plan, the City of Des Plaines included programs that do not receive funding to ensure that the priorities of the community are met through a variety of resources.

The Community Needs are listed by HUD codes and categories. Priorities are assigned as follows:

- High-Currently funded (with CDBG funds)
- Medium-Currently funded (with CDBG funds)
- Low-Reliant upon outside support and resources

### **Evaluation of past performance**

The City of Des Plaines has been a recipient of the CDBG funds since 1974. Since the beginning of the program, the City has obtained several million dollars in CDBG funds to address housing and community development needs for low- and moderate-income residents. The City has effectively worked with HUD over the last 40 years of the program's existence and has consistently complied with all of the federal requirements of the program.

Performance measurements have been developed for each program funded through CDBG. Every program has been assigned objectives, outcomes, and indicators. The three objectives are a suitable living environment, decent housing, and creating economic opportunities. The three outcome categories are availability/accessibility, affordability, and sustainability. Accomplishments for all programs are reported in HUD's Integrated Disbursement and Information System (IDIS). At the end of each Program Year, a CAPER is submitted to HUD and posted on the City's website, which identifies the accomplishments and level of progress in meeting the priorities and goals identified in the five-year Consolidated Plan for that respective year.

The City of Des Plaines has had fewer Home Repair projects in the past year, perhaps due to the effects of the pandemic. As a result, the City is carrying more unused funding into Program Year 2022 than the year before. CDBG funds have not be directed toward a City Public Facility project that could expend CDBG

funding in a timely manner during this current Consolidated Plan. The City is also encountering difficulty in processing Public Services invoices, due in part to complex and detailed CDBG regulations that are difficult for service providers to meet, while these agencies are also facing increased service needs as a result of the pandemic. CDBG Public Service grants are relatively small, as this category of funding is limited by HUD to just 15% of the annual grant allocation. The administration of small CDBG grants has proven time-consuming for both City staff and the Public Service agencies that receive grant funding.

### **Summary of Citizen Participation Process and consultation process**

The City of Des Plaines PY2022 CDBG Annual Action Plan public comment period began on June 8, 2022, and ended on July 11, 2022. Notification of this period was published in the *Des Plaines Journal & Topics Newspaper* on June 1, 2022. The Draft Plan was made available on the City website and at City Hall on June 8, 2022. During this time, citizens were invited to submit written comments or recommendations to the City. The Public Hearing was held on June 20, 2022, at the City Council meeting to allow the public to present any questions or comments about the Annual Action Plan. Community and Economic Development staff gave a brief review of the CDBG Program and the purpose of the Annual Action Plan. To date, no comments have been received. The Annual Action Plan is scheduled to be adopted on August 1, 2022.

### **Summary of public comments**

The public comment period closed on July 11, 2022. No comments, questions, or concerns were received. City staff requested proposals from recipients of CDBG funding in the previous program year, including the Des Plaines Park District and public service agencies. The proposals are included in Attachment A.

### **Summary of comments or views not accepted and the reasons for not accepting them**

N/A

### **Summary**

No comments, questions, or concerns were received during the public comment period related to the plan.



### Agency/entity responsible for preparing/administering the Annual Action Plan

The following are the agencies/entities responsible for preparing the Annual Action Plan and those responsible for the administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	DES PLAINES, IL	Community and Economic Development
CDBG Administrator	DES PLAINES, IL	Community and Economic Development

**Table 1 – Responsible Agencies**

### Narrative

The Community and Economic Development Department of the City of Des Plaines is responsible for the preparation of this Consolidated Plan and is the agency responsible for administering the City's CDBG programs.

### Annual Action Plan Public Contact Information

City of Des Plaines  
Community and Economic Development  
1420 Miner Street  
Des Plaines, IL 60016

#### Primary Contacts:

Ryan Johnson, Assistant Director of Community and Economic Development  
847-391-5381 | [rjohnson@desplaines.org](mailto:rjohnson@desplaines.org)

Samantha Redman, Associate Planner  
847-391-5384 | [sredman@desplaines.org](mailto:sredman@desplaines.org)

#### Secondary Contact:

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## AP-10 CONSULTATION-91.100, 91.200(B), 91.215(I)

### Introduction

In order to develop the 2022 Annual Action Plan, the City of Des Plaines' Community Development Department consulted with the following City divisions: Public Works and Engineering, Health and Human Services, Economic Development, and Police. Additionally, City staff reached out to local and regional nonprofit service providers and community residents. In general, the data used for this Annual Action Plan comes from consulted organizations, the United States Census Bureau, and HUD.

### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies (91.215(I))**

The City of Des Plaines consulted with individuals, residents, government departments, nonprofit organizations, social service agencies, affordable housing providers, and others concerning the development of the Annual Action Plan. The City maintained constant contact with the public, assisted housing providers, governmental health, mental health, and service agencies. Meetings with City staff were made available.

The Health and Human Services Division works with other entities regularly regarding housing health, mental health, and services.

### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness**

The City relies on the Alliance to End Homelessness in Suburban Cook County, which is the Continuum of Care coordinator for suburban Cook County, to provide data and expertise regarding the needs of homeless persons and persons at risk of homelessness. The Alliance's most recently adopted strategic plan (A Strategic Plan Forward to End Homelessness: 2019-2022 Strategic Plan, April 2019) was consulted to shape the policies of the Consolidated Plan in regards to homelessness.

The City stays informed of Continuum of Care's activities through the review of publicly available information from the Association of Homelessness Advocates in the North/Northwest District (AHAND), which is a coordinating entity of the Alliance to End Homelessness in Suburban Cook County and operates in an area that includes Des Plaines. The City also receives input from local social service providers to form the City's strategy that addresses the needs of the homeless and reduces the risk of future homelessness. Finally, the Community and Economic Development Department works with City agencies, such as the Department of Health and Human Services and the Police Department, to implement programming that addresses homelessness.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies, and procedures for the administration of HMIS**

The City does not receive Emergency Solutions Grant funds, but the Department works with social service sub-recipients to develop policies and evaluate outcomes of the City's homelessness prevention efforts.

**Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies, and other entities.**

See table below.

1	Agency/Group/Organization	<b>CITY OF DES PLAINES</b>
	Agency/Group/Organization Type	Other government-Local Grantee Department
	What section of the Plan was addressed by the Consultation?	Annual Goals & Objectives Projects
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Community & Economic Development Department consulted with the City of Des Plaines' Health & Human Services Division and Police Department concerning community needs and services being provided by local nonprofit agencies.
2	Agency/Group/Organization	<b>COOK COUNTY</b>
	Agency/Group/Organization Type	Other government- County
	What section of the Plan was addressed by the Consultation?	Annual Goals & Objectives Projects Other Actions: Emergency Management
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City joined the Cook County HOME Consortium on October 1, 2016. As a result, the City terminated its individual 2020-2024 Consolidated Plan and 2022 Annual Action Plan, which was incorporated into Cook County's 2020-2024 Consolidated Plan. The City examined Cook County's "Planning for Progress" and the 2020-2024 Consolidated Plan to ensure that these documents were consistent with the City's goals.
3	Agency/Group/Organization	<b>HOUSING AUTHORITY OF COOK COUNTY</b>
	Agency/Group/Organization Type	Public Housing Authority Services-Housing
	What section of the Plan was addressed by the Consultation?	Housing Need Assessment Public Housing Needs
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted to provide data/input for relevant 2022 Annual Action Plan sections.
4	Agency/Group/Organization	<b>ILLINOIS HOUSING DEVELOPMENT AUTHORITY</b>
	Agency/Group/Organization Type	Housing Services-Housing Other government-State

	What section of the Plan was addressed by the Consultation?	Housing Needs Assessment
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted to provide data/input for relevant 2022 Annual Action Plan sections.
5	Agency/Group/Organization	<b>CHICAGO METROPOLITAN AGENCY FOR PLANNING (CMAP)</b>
	Agency/Group/Organization Type	Regional organization Planning organization
	What section of the Plan was addressed by the Consultation?	Housing Need Assessment Market Analysis
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted to provide data/input for relevant 2022 Annual Action Plan sections.
6	Agency/Group/Organization	<b>DES PLAINES PARK DISTRICT</b>
	Agency/Group/Organization Type	Other government-Local
	What section of the Plan was addressed by the Consultation?	Goals & objectives Projects
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted to provide data/input for relevant 2022 Annual Action Plan sections. The Park District has been a sub-recipient agency of the City of Des Plaines for the renovation of public parks, and therefore, communication with this agency has been ongoing.
7	Agency/Group/Organization	<b>NORTHWEST COMPASS</b>
	Agency/Group/Organization Type	Nonprofit agency Housing Services-Housing Services-Fair Housing Services-Homeless Services-Employment

	What section of the Plan was addressed by the Consultation?	Goals & objectives Projects
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	Northwest Compass (Formerly CEDA Northwest) provides emergency services, housing, employment and empowerment consultation programs to foster personal responsibility and to stabilize individuals and families in crisis. The agency has been invited to provide input into the Annual Action Plan through previous focus group meetings and its application for CDBG funding. Northwest Compass has been a sub-recipient agency for the City of Des Plaines, and therefore, communication with this agency has been ongoing.
8	<b>Agency/Group/Organization</b>	<b>WINGS</b>
	Agency/Group/Organization Type	Nonprofit agency Housing Services-Housing Services-Victims of Domestic Violence Services-Children Services-Homeless Services-Employment
	What section of the Plan was addressed by the Consultation?	Goals & objectives Projects
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	WINGS provides housing and a wide variety of supportive services to victims of domestic violence and homelessness. The agency has been invited to provide input into the Annual Action Plan through previous focus group meetings and its application for CDBG funding. WINGS has been a sub-recipient agency for the City of Des Plaines, and therefore, communication with this agency has been ongoing.
9	Agency/Group/Organization	<b>CENTER OF CONCERN</b>
	Agency/Group/Organization Type	Nonprofit agency Services-Housing Services-Fair Housing Services-Seniors Services-Homeless Services-Employment

	What section of the Plan was addressed by the Consultation?	Goals & objectives Projects
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Center of Concern is a nonprofit social service agency providing services and housing solutions to seniors, the disabled, and others in need, enabling them to live safely and independently. The Center of Concern has been supporting families and strengthening our community for nearly 40 years. Center of Concern has been a sub-recipient agency for the City of Des Plaines, and therefore, communication with this agency has been ongoing.
10	Agency/Group/Organization	<b>NORTH WEST HOUSING PARTNERSHIP (NWHP)</b>
	Agency/Group/Organization Type	Nonprofit agency Home Rehabilitation Homes for Sale Affordable Housing
	What section of the Plan was addressed by the Consultation?	Goals & objectives Projects
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	The North West Housing Partnership is dedicated to creating and implementing programs to promote economically diverse housing. Through a fiscally responsible and multi-faceted approach, North West Housing Partnership promotes public and private partnerships that create and preserve cost-effective quality housing for low- and moderate-income residents and workers through housing development and renovation, education, and advocacy. The agency has been invited to provide input into the Annual Action Plan through e-mail communications, on-site meetings, and its application for CDBG funding. Northwest Compass has been a sub-recipient agency for the City of Des Plaines, and therefore, communication with this agency has been ongoing.
12	Agency/Group/Organization	<b>Federal Communications Commission (FCC)</b>

	Agency/Group/Organization Type	Other government - Federal
	What section of the Plan was addressed by the Consultation?	Other: Digital Divide
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Federal Communications Commission (FCC) administers the Affordable Connectivity Program (ACP) that provides a discount toward internet service for households with incomes at or below 200% of the Federal Poverty guidelines. Des Plaines residents meeting the household requirements are eligible for this program. FCC documentation on their website was consulted for this Annual Action Plan. Three providers in Des Plaines, AT&T, Comcast, and Verizon, participate in the federal Affordable Connectivity Program (ACP) which offer discounted broadband services to Des Plaines residents.
13	Agency/Group/Organization	Des Plaines Public Library
	Agency/Group/Organization Type	Other government-Local
	What section of the Plan was addressed by the Consultation?	Other: Digital Divide
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Des Plaines Public Library provides computers with internet access to the public during business hours, accessible for free to all Des Plaines residents. The library's public computer policies were consulted for this Annual Action Plan.

**Table 2 – Agencies, groups, organizations that participated**



**Identify any Agency Types not consulted and provide a rationale for not consulting**

The City operates on an open consultation process. Notices of the public comment period and the public hearing were posted on the City's website. Some of the individuals and groups that participated in the process are identified above. No individuals or agencies were intentionally left out.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

<b>Name of Plan</b>	<b>Lead Organization</b>	<b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>
Planning for Progress, Cook County's Consolidated Plan and Comprehensive Economic Development Strategy, 2015-19	Cook County and CMAP	As a municipality within the Greater Cook County, the broad objectives and methods outlined support for more localized objectives for the City of Des Plaines.
City of Des Plaines Comprehensive Plan February 2019	City of Des Plaines	This plan called for the use of CDBG funds to support housing rehab, assistance to renters, and the creation of housing counseling programs.
A Strategic Plan to End Homelessness 2019-2022 Strategic Plan April 2019	Alliance to End Homelessness in Suburban Cook County	The Alliance is a primary resource on homelessness issues in the county, and their goals to lower the risk of homelessness underpin strategies of this Plan.
Apache Park Neighborhood Plan	Des Plaines and CMAP	This plan addresses the goal of reinvigorating one of Des Plaines' lowest income areas with the highest concentration of ethnic minorities.
The Maturing of Illinois: Getting Communities on Track for an Aging Population, Des Plaines IL	Age Options and Frisbie Senior Center	This plan includes some suggestions on how to best accommodate Des Plaines' growing elderly population.

**Table 3 – Other local/regional/federal planning efforts**

**Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))**

The City of Des Plaines maintains regular contact with the other CDBG entitlement communities in the northwest suburbs of Chicago and consults with them on how to develop this Consolidated Plan. These communities include the Village of Arlington Heights, Village of Mount Prospect, Village of Palatine, Village of Schaumburg, Village of Skokie, and the Village of Hoffman Estates. These communities have similar needs, CDBG programming, and often fund the same sub-recipients to provide services within their separate jurisdictions.

In recent years, the City has also coordinated with neighboring Cook County municipalities to create and utilize uniform program applications, agreement language, and monitoring forms.

**Summary of citizen participation process/Efforts made to broaden citizen participation**  
**Summarize citizen participation process and how it impacted goal-setting**

Des Plaines' CDBG Citizen Participation Plan (CPP) outlines the procedures the City will follow to solicit public participation in CDBG planning. A full copy of the CPP is available upon request from the City.

This Annual Action Plan (AAP) was published in draft form and made available to the public via the City's website ([Des Plaines - CDBG Plans and Reports](#)) and in hard copy form at the Community and Economic Development department at City Hall.

The City of Des Plaines PY2022 CDBG AAP public comment period began on June 8, 2022, and ended on July 11, 2022. Notification of this period was published in the *Des Plaines Journal & Topics* newspaper, and also uploaded to the City's website on June 1, 2022. During this time, citizens were invited to submit written comments or recommendations to the City.

The Public Hearing occurred on June 20, 2022, at the City Council meeting and allowed the public to present any questions or comments about the Annual Action Plan. Community and Economic Development staff gave a brief review of the CDBG Program and the purpose of the Annual Action Plan. The public comment period closed on July 11, 2022. No comments or inquiries have been made to date. Adoption of the final Annual Action Plan is planned for August 1, 2022.

## Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Not targeted/broad community	A Public Hearing held at the City Council, on June 20, 2022	No comments	N/A	
2	Internet outreach	Not targeted/broad community	Notice concerning the availability of CDBG funding, the Public Hearing, and the 30-day Draft Annual Action Plan was posted on the City's website on June 1, 2022. The Draft Plan was posted on the website on June 8, 2022.	No comments	N/A	<a href="https://www.desplaines.org/access-your-government/city-departments/community-and-economic-development/community-development-block-grant/cdbg-legal-notice">https://www.desplaines.org/access-your-government/city-departments/community-and-economic-development/community-development-block-grant/cdbg-legal-notice</a>
3	Newspaper Ad	Not targeted/broad community	On June 1, 2022, the City published a legal notice in the Journal and Topics newspaper concerning the Public Hearing and the location of the 30-day Draft Annual Action Plan on the City's website.	No comments	N/A	

**Table 4 – Citizen Participation Outreach**

# EXPECTED RESOURCES

## AP-15 EXPECTED RESOURCES – 91.420(B), 91.220(C) (1,2)

### Introduction

The resources tallied in the below table are up to date as of the draft of this plan.

### Anticipated Resources

Program	Source	Uses of Funds	Expected Amount Available in Program Year				Remainder of Con Plan
			Annual Allocation	Program Income	Prior Year Resources	Total	
CDBG	Federal, HUD	Housing, Public Infrastructure, Public Facilities, Public Services, Planning and Admin	313,366	N/A	289,646	603,012	517,658

**Table 1 – Anticipated Resources-Priority Table**

**Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied**

The City of Des Plaines does not anticipate using federal funds with a matching requirement, and the CDBG entitlement grant does not have a matching requirement.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

As stated in the PY2020-2024 Consolidated Plan, three publicly-owned parks (Apache Park, Eaton Field Park, and Seminole Park) are located in low to moderate- income neighborhoods and these parks would benefit from improved facilities. During the last five years, all three parks were improved through CDBG funding. Although subject parks already received funding there is still room for further improvements in these parks if funds are made available.

### Discussion

The City of Des Plaines has been allocated \$313,366 in CDBG funds for 2022. It is estimated that there will be approximately \$289,646 of CDBG funding available from previous allocations for reprogramming.

# ANNUAL GOALS AND OBJECTIVES

## AP-20 ANNUAL GOALS AND OBJECTIVES– 91.420, 91.220(C)(3) & (E)

### PY2022 Goals Summary Information

	Goal Name	Start / End Year	Category	Funding	Goal Outcome Indicator
1	Capital Improvements: Improve Public Facilities and Infrastructure	2022	Non-Housing Community development	\$195,000	Public Facility Activities other than Low- and Moderate-Income Housing Benefit  City of Des Plaines Street, Sidewalk, or other public infrastructure project.  Number of Residents (200)
2	Capital Improvements: Improve Public Facilities and Infrastructure	2022	Non-Housing Community Development	\$150,000	Public Facility Activities other than Low- and Moderate-Income Housing Benefit  Park District improvement project.  Number of Residents (200)
3	Capital Improvements: Preserve Existing Housing Stock	2022	Affordable Housing	\$195,512	Homeowner Housing Rehabilitated-Household Housing Unit  Number of Household Housing Units (13)
4	Planning and Administration: Conduct Planning and Administration Activities	2022	Planning and Administration	\$62,500	–

Table 2 – Goals Summary

## **Goal Descriptions**

During PY 2022, the City will focus on the following Goals from the Consolidated Plan. The Program Year will not include funding for Public Services, instead focusing on the Capital Improvement projects, including Public Facilities projects and Home Repair projects. The City will consider funding previously funded CDBG Public Service agencies in a more direct manner in the coming year, perhaps increasing the amount of funding that is already made available as part of the City's Health and Human Services Division annual grant program.

### **Capital Improvements: Preserve Existing Housing Stock**

Des Plaines will use CDBG funds to assist low-income residents to reduce their housing cost burden by providing counseling, home repairs, and home modifications. City CDBG staff would like to provide affordable, accessible, sustainable housing for our growing elderly low- and moderate-income population. City CDBG staff will partner with the City's Health and Human Services Division, the Community and Economic Development Department, and our sub-recipient social service agencies to reassess the need for modified and new housing-related programming in future years as we prepare our annual action plans.

### **Capital Improvements: Improve Public Facilities and Public Infrastructure**

Des Plaines will use CDBG to improve park facilities, landscaping, lighting, streets, alleys, sewers, and other infrastructure improvements in low- and moderate-income neighborhoods. City CDBG staff will partner with the Department of Public Works and the Des Plaines Park District, as well as other potential city agencies, to assess new future project viability in low- and moderate-income neighborhoods as we prepare future annual action plans.

### **Planning and Administration: Conduct Planning and Administration**

Des Plaines will use 20% of its CDBG funds to conduct, administer, and plan its programming. Prepare the five-year Consolidated Plan, the one-year Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER), and administer the CDBG program daily.

## AP-35 PROJECTS – 91.420, 91.220(D)

### Introduction

The City has found that many of the following projects, introduced via previous Consolidated Plans, still serve an unmet need in our low- and moderate-income communities, and should be continued with the start of our CDBG 2022 Program Year on October 1, 2022. The City plans to continue pursuing the use of CDBG funds for public facility improvements within public parks in low to moderate-income areas. Finally, the new 2020-24 Consolidated Plan has identified new areas of need that CDBG funds can be used to address. The City will be pursuing relationships with current sub-recipients to implement programs that address the needs of the Consolidated Plan.

### Projects

#	Project Name
1	Public Facility Improvements – City of Des Plaines: Streets, Sidewalk, and Infrastructure Program
2	Public Facility Improvements – Park District: Park Improvement Program
3	North West Housing Partnership: Home Repair Program
4	North West Housing Partnership: Minor Repair (and Home Accessibility Modification Program)
5	City of Des Plaines, CED: Emergency Repair Program
6	City of Des Plaines, CED: Planning and Administration

**Table 20 – Project Information**

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The above programs receive an allocation relative to their rudimentary cost and benefit to the community. For instance, public facilities and infrastructure have quite a high cost compared to other projects, due to the nature of the work being done. However, these projects benefit entire neighborhoods of households, not just households that directly participate in a program. Our housing-related programming receives a relatively high allocation due to the preservation of affordable housing and reducing housing cost burden being such a fundamental goal of CDBG activity, nationwide and within the Des Plaines Community.

The City will not pursue Public Service funding in the coming Program Year. Public Services are limited to just 15% of the annual CDBG allocation and require extensive invoice reviews and on-site monitoring for relatively small grant amounts.



## AP-38 PROJECT SUMMARY

### Project Summary Information

1	Project Name	<b>Public Facility Improvement Project - City of Des Plaines: Streets, Sidewalk, and Infrastructure Program</b>
	Target Area	Low- and moderate-income areas throughout Des Plaines
	Goals Supported	Capital Improvements: Improve Public Facilities and Public Infrastructure
	Needs Addressed	Public Facilities in a low- and moderate-income area (see Des Plaines Consolidated Plan 2020-2024)
	Funding	\$195,000
	Description	The City will use \$195,000 of CDBG to make improvements to infrastructure or a public facility that primarily benefits an identified low- and moderate-income service area or provides benefits to a low- and moderate-income clientele. This can be street resurfacing, street reconstruction, sidewalk replacement, and other infrastructure improvements.
	Target Date	September 30, 2023
	Goal	To be determined based on the project selected for funding.
	Planned Activities (HUD Eligibility Activity Code)	Public Facilities / Infrastructure (03Z)

2	Project Name	<b>Public Facility Improvement Projects Des Plaines Park District: Seminole Park Improvement</b>
	Target Area	Low- and moderate-income areas
	Goals Supported	Capital Improvements: Improve Public Facilities and Public Infrastructure
	Needs Addressed	Public Facilities in a low- and moderate-income area (see Des Plaines Consolidated Plan 2020-2024)
	Funding	\$150,000
	Description	The amount can range up to \$150,000 for the Des Plaines Park District Public Facility Improvement Program. Seminole Park has been identified by the Park District as an existing public facility in a low- and moderate-income area in need. Improvements may include lighting improvements, concession building repairs or

		other CDBG-eligible projects. Project funding may be used for other CDBG-eligible projects at Seminole Park.
	Target Date	September 30, 2023
	Estimate the number/type of households that will benefit from the proposed activity	To be determined based on the project selected for funding.
	Planned Activities (HUD Eligibility Activity Code)	Parks, Recreational Facilities. This activity will be performed by the Des Plaines Park District. (3F)
<b>3</b>	Project Name	<b>North West Housing Partnership: Home Repair Program</b>
	Target Area	Scattered sites throughout Des Plaines
	Goals Supported	Capital Improvements: Preserve Existing Housing Stock
	Needs Addressed	Ensure Housing is Affordable, Accessible & Sustainable
	Funding	\$171,512
	Description	<p>The City provides single-family homeowner residences with 0% interest, deferred, forgivable loans to correct code violations, and perform large-scale home repairs. Low- and moderate-income homeowners are eligible for 100% of repair costs up to \$24,000. Loans are forgiven after 10 years.</p> <p>A lead inspection is carried out before the performance of any work and is included in this budget as part of the delivery cost. HUD requires all homes receiving federal funds for housing rehabilitation assistance to undergo a lead paint inspection and risk assessment. Properties that are determined to have significant lead-based paint hazards may also be required to undergo a clearance inspection following completion of the rehabilitation work.</p>
	Target Date	September 30, 2023
	Estimate the number/type of households that will benefit from the proposed activity	Six (6) low- and moderate-income homeowners will benefit from this activity. However, if the initial households do not require the maximum grant amount to complete this activity, more households can participate in this program. Also, additional households can participate if prior and current year money is not spent on infrastructure improvement backup projects.

	Planned Activities (HUD Eligibility Activity Code)	Rehabilitation of privately owned, single-unit homes, Rehab-Administration. (14A & 14H)
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4	Project Name	<b>North West Housing Partnership: Minor Repair (and Home Accessibility Modification) Program</b>
	Target Area	Scattered sites throughout Des Plaines
	Goals Supported	Capital Improvements: Preserve Existing Housing Stock
	Needs Addressed	Ensure Housing is Affordable, Accessible & Sustainable
	Funding	\$18,000
	Description	<p>The Minor Repair Program offers low- and moderate Income households up to \$8,000 to address minor repair issues in the home that do not cause immediate public safety concerns and therefore would not qualify for the Emergency Repair Program. Also, this program will be marked towards the Low- and Moderate-income elderly population as well as Low- and Moderate-Income disabled populations of Des Plaines to perform accessibility modifications in these households to support “aging in place.”</p> <p>Following the completion of the rehabilitation work, a lien is placed on the property for the total cost of the work; if the homeowner does not transfer the title to the home within three (3) years of obtaining the loan, the lien lapses. If the title transfers within three (3) years, the homeowner is required to repay the loan principal in one lump sum payment. No interest charged.</p> <p>In some instances, a lead inspection will be performed before work is performed and it is included in this budget as a delivery cost.</p>
	Target Date	September 30, 2023
	Goal	Des Plaines plans to serve two (2) low- and moderate-income households with the proposed activity. These households may consist of elderly and disabled persons, but CDBG income eligibility verification procedures will be required. Also, if the initial households do not require the maximum \$8,000 grant to complete this activity, more households can participate in this program.
	Planned Activities (HUD Eligibility Activity Code)	Rehabilitation of privately owned, single-family homes and rehab administration. An emphasis will be placed on accessibility modifications, such as ramps and grab bars. (14A)

5	Project Name	City of Des Plaines, CED: Emergency Repair Program
	Target Area	Scattered sites throughout Des Plaines
	Goals Supported	Capital Improvements: Preserve Existing Housing Stock
	Needs Addressed	Ensure Housing is Affordable, Accessible & Sustainable
	Funding	\$6,000
	Description	The Emergency Repair Program will provide grants of up to \$3,000 to eligible low- and moderate-income City of Des Plaines homeowners for emergency repairs. This must be an emergency requiring immediate work (therefore circumventing the HUD requirement that three contractor bids be proposed, as in most CDBG housing rehab projects). Assistance will be provided in the form of a grant with no repayment required.
	Target Date	September 30, 2023
	Estimate the number/type of households that will benefit from the proposed activity	Two (2) Low- and moderate-income households will benefit from the proposed activity if needed. However, if the initial households do not require the maximum \$3,000 grant to complete this activity, more households can participate in this program.
	Planned Activities (HUD Eligibility Activity Code)	Emergency Repair Program. An emergency is defined as “actions immediately necessary to safeguard against imminent danger to human life, health or safety, or to protect property from further structural damage (such as when a property has been damaged by a natural disaster, fire, or structural collapse)”. This program is administered by the City of Des Plaines. (14A)

<b>6</b>	Project Name	<b>Planning and Administration</b>
	Target Area	City of Des Plaines
	Goals Supported	Planning and Administration: Conduct CDBG Planning and Administration
	Needs Addressed	Conduct CDBG Planning and Administration Activities
	Funding	\$62,500
	Description	Max. 20% of the CDBG annual allocation is used by the City to fund the administration of the whole program.
	Target Date	September 30, 2023
	Estimate the number/type of households that will benefit from the proposed activity	All households that benefit from CDBG activities are supported by Administration.
	Planned Activities (HUD Eligibility Activity Code)	Overall program administration, including (but not limited to) salaries, wages, and related costs of grantee staff or others engaged in program management, monitoring, and evaluation (21A).

## AP-50 GEOGRAPHIC DISTRIBUTION – 91.420, 91.220(F)

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed.**

Historically, the City of Des Plaines used CDBG dollars to fund Public Facility and Public Infrastructure Improvements, which were distributed on a geographic basis. Specifically, the Seminole Playground Improvement, the Infrastructure Improvement Program-Apache Neighborhood Street Lighting, and ADA Sidewalk Compliance Intersections Re-Construction Project benefited a more immediate geographical area, as opposed to the public service and homeless programs the Des Plaines CDBG program runs, which operate on a case-by-case basis.

The aforementioned geographical areas can be seen on the included map with the Facility or Infrastructure Improvement Program projects were taking place within any of the 13 low- and moderate-income areas (Census Block Groups filled in red), based on discussions of need between the City CDBG staff and the Department of Public Works and Engineering.

### **Geographical Distribution**

Target Area	% of Funding
The City of Des Plaines/low- and moderate-income Census Block Groups	57%




**Table 4a - Geographical Distribution**

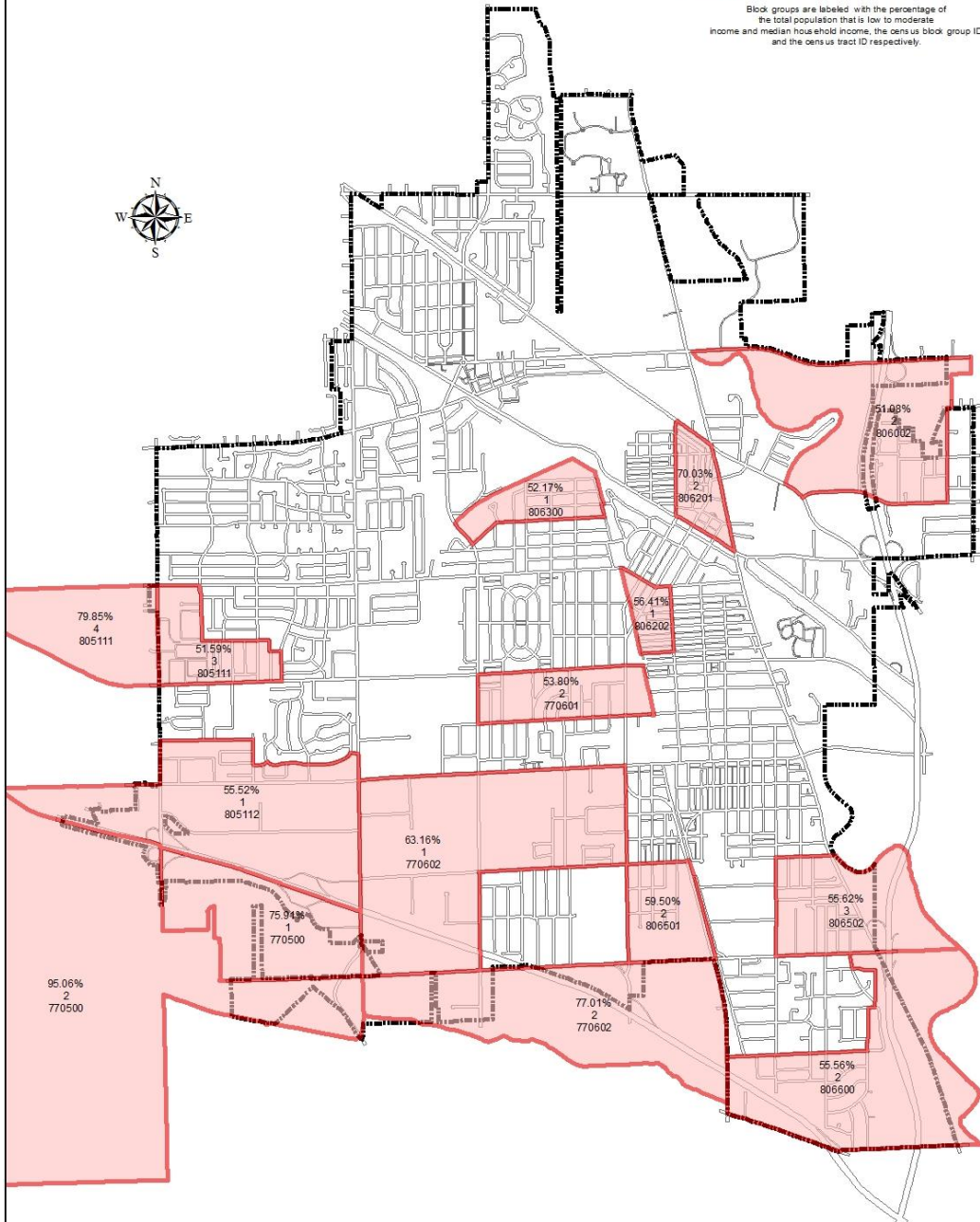
### **The rationale for the priorities for allocating investments geographically**

All Des Plaines Public Facility and Public Infrastructure CDBG projects take place within a census block that contains at least 51% low- and moderate-income households. These census blocks are referred to as 'Low- and moderate-income areas.' Therefore, the physical improvement will benefit many low- and moderate-income individuals that live nearby. For PY2022, \$345,000 is budgeted to improve public facilities and infrastructure that primarily serve low- and moderate-income areas. These projects include City infrastructure projects and Des Plaines Park District projects.

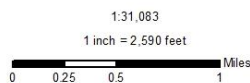
**DES PLAINES**  
**LOW AND MODERATE**  
**INCOME BLOCK GROUPS**

**Legend**

-  City Boundary
  -  Roads
  -  Census Block Groups (51% or Greater)
- Block groups are labeled with the percentage of the total population that is low to moderate income and median household income, the census block group ID, and the census tract ID respectively.



Source: ACS 2011-2015



## AP-75 BARRIERS TO AFFORDABLE HOUSING– 91.420, 91.220(J)

### Introduction

Compared to neighboring communities, and much of the metropolitan region, Des Plaines boasts a reasonable supply of relatively affordable housing. However, there are realities and policies in place in Des Plaines that may potentially be an impediment to affordable housing:

**Cost of Land** - Des Plaines is a built-out community, and as there is little vacant land to develop, housing costs are driven up by higher land costs.

**Zoning and Code Requirements** - Des Plaines requires minimum lot widths and setbacks that decrease the amount of single-family housing units that can be built within a certain amount of space, therefore causing them to be less affordable. Overall, the zoning code in Des Plaines has encouraged an urban fabric that consists mainly of single-family homes on large lots, which promotes higher-priced housing due to fewer units being available. Despite these barriers, however, the zoning and code requirements of Des Plaines are less strict than its neighbors.

**Institutional** - Des Plaines lacks City staff dedicated solely to the provision of affordable and publicly subsidized housing, instead of relying on the Housing Authority of Cook County to oversee federally assisted housing in the City by managing the Henrich Homes and overseeing Housing Choice voucher recipients.

Finally, proposals to incorporate affordable housing units into new multi-family residential developments run the risk of being met with opposition by residents who may associate affordable units with an undesirable element.

**Actions planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees, growth limitations, and policies affecting the return on residential investment**

The City of Des Plaines joined the regional HOME Consortium several years ago, partnering with Cook County, and opening up an additional federal revenue stream for affordable housing. This increases Cook County's HOME allocation by figuring Des Plaines' population into the formula and allows the County to invest HOME funds in Des Plaines to increase the affordable housing stock. Also, the City of Des Plaines regularly reviews its land use controls, tax policies affecting land, zoning ordinance, building codes, fees, growth limitation, and policies affecting residential return on investment.

Many of the nonprofit agencies in the City also work to remove barriers to affordable housing by providing financial assistance, housing counseling, and information on other housing-related issues.

### Discussion

The City staff will continue to monitor and evaluate barriers to affordable housing in Des Plaines.



## AP-85 OTHER ACTIONS – 91.420, 91.220(K)

### **Introduction**

The following are actions that will be undertaken by the City of Des Plaines to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based hazards, reduce the number of poverty-level families, develop institutional structure, and enhance the coordination between public and private housing and social service agencies.

### **Actions planned to address obstacles to meeting underserved needs**

An obstacle to meeting underserved needs is the limited amount of developable land, rental units, and affordable housing for low- and moderate-income residents. The City's CDBG Home Repair Program, Minor Home Program, and Emergency Repair Program alleviate some of the obstacles to affordable housing by providing financial assistance to eligible low- and moderate-income residents of Des Plaines to rehabilitate and fix their homes.

Another obstacle to the delivery of services is the identification of populations and individuals who might be in need and eligible for assistance, such as the Home Repair Program, Minor Repair Program, or Emergency Repair Program. The City's Health and Human Services division will continue to provide information to residents and businesses to ensure the population is aware of all services available by the City, other units of government, and social service organizations.

### **Actions planned to foster and maintain affordable housing**

During the program year, the City will take the following actions to foster and maintain affordable housing, to remove barriers to affordable housing, and encourage public housing improvements and resident initiatives:

- Home Repair Program
- Minor Repair Program
- Emergency Repair Program

Community and Economic Development staff will continue to research and investigate alternative sources of funding to replace dwindling State and Federal funds for housing assistance and other affordable housing programs.

The City will continue to promote and enforce the goals and policies from the Comprehensive Plan relating to preserving the existing housing stock, encouraging a wide variety of housing types within the City, utilizing good housing redevelopment concepts, maintaining a good housing balance, preventing housing deterioration, and providing housing for the young, single and elderly.

Code enforcement staff will continue to uncover unsafe and unsanitary conditions. The Home Repair Program, Minor Repair Program, and Emergency Repair Program will be available to income-eligible households to improve their properties.

The Community and Development Department and Health and Human Services staff will work throughout

the community to improve housing and living environments.

#### **Actions planned to reduce lead-based paint hazards**

The City is aware of the health risks, especially to children, that exists in its older homes due to the presence of lead-based paint. The City and North West Housing Partnership (who is the sub-recipient for the Home Repair Program and Minor Repair Program), comply with HUD's lead-based paint regulations concerning housing programs. The required notifications, lead-hazard testing, and lead hazard treatment protocols are followed.

#### **Actions planned to reduce the number of poverty-level families**

The City will continue to coordinate efforts and assist households with income below the poverty line with other agencies providing services to this population. The City will provide CDBG funding for programs that assist poverty-level families.

#### **Actions planned to develop an institutional structure**

A key benefit of joining the Cook County HOME Consortium is strengthening institutional cooperation between the County and the City of Des Plaines. The City will continue to communicate with the County regarding the use of HOME funds. The City will also continue to participate in Cook County HOME Consortium meetings being hosted by the Chicago HUD office. These meetings are designed to provide an opportunity to share information and resources, and receive HUD training.

#### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City's Health and Human Services division will continue to work with nonprofit service providers, other private institutions, public housing and assisted housing providers, and community organizations to discuss community needs and opportunities.

#### **Discussion**

The City recognizes that enhancing the institutional structure provides efficiencies in service that are a benefit to its residents. The various departments of the City will seek to maximize coordination with public and private housing and service providers to meet the needs of the community.

The City of Des Plaines has the primary responsibility of monitoring activities under the City's Annual Action Plan. The Community Development staff will maintain records on the progress toward meeting the goals of the Annual Action Plan and compliance with statutory and regulatory requirements. Annual accomplishments will be compared to annual goals and will be reported in the PY2022 Consolidated Annual Performance and Evaluation Report.

City staff also participates in a network of northwest suburban CDBG entitlement grantees (i.e. Arlington Heights, Des Plaines, Mount Prospect, Palatine, Schaumburg, and Skokie). Together with these communities, common forms and procedures have been developed. Cook County and the Chicago HUD office also work with this group to collaborate on training and information workshops.

# PROGRAM SPECIFIC REQUIREMENTS

## AP-90 PROGRAM SPECIFIC REQUIREMENTS – 91.420, 91.220(L) (1,2,4)

### Introduction:

CDBG staff is responsible for ensuring compliance with all program-specific requirements, as well as for program monitoring and reporting. Also, the staff ensures that federal cross-cutting requirements, including the OMNI Circular, Davis-Bacon and Related Acts, Uniform Relocation Act, and Section 3, are met.

### Community Development Block Grant Program (CDBG) - Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following information identifies program income over \$25,000 that is available for use that is included in projects to be carried out if applicable.

1.	The total amount of program income that will have received before the start of the next program year and that has not yet been reprogrammed	\$0.00
2.	The number of proceedings from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	\$0.00
3.	The number of surplus funds from urban renewal settlements	\$0.00
4.	The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$0.00
5.	The amount of income from float-funded activities	\$0.00
	Total Program Income:	\$0.00

### Other CDBG Requirements

1. The number of urgent need activities

The City is planning to use 100% of CDBG funds for activities that benefit persons of low- and moderate-income.

**Attachment A – CDBG Funding Proposals**



June 10, 2022

City of Des Plaines

Community Development Block Grant Program

The Des Plaines Park District is submitting our proposal letter for consideration of the 2022 CDBG Program Year for October 1, 2022 through September 30, 2023 for the Seminole Park Baseball Fields & Upgrades. Below you will find information outlining our project goals for the grant.

**Name of Project:** Seminole Park Baseball Fields Upgrades

**Project Location:** 3000 South Scott Street, Des Plaines IL 60018

**Funding Request:** \$150,0000.00

**DUNS:** 021304019

**Project Description:** Seminole Park is located in the southeast side of Des Plaines near the border of Rosemont. The Des Plaines Park District plans to continue to revitalize and renovate Seminole Park by installing field lighting to the two existing baseball fields and if funds are remaining we would renovate the existing concession stand and bathrooms.

The scope of work at Seminole Park is to include the engineering, design and construction of light poles, LED light fixtures and upgrade of the electrical service. Concession stand upgrades would include new fixtures, equipment and roofing.

This project will benefit the neighborhood, local area as well as the entire city of Des Plaines. The fields will be open to all residents and non-residents alike interested in baseball. With the installation of lights at the Rand Park Softball Fields, our affiliates and adult leagues utilized this space frequently. For the last few years district has seen a great demand from the community and our baseball affiliates to install lighting for baseball players as well. The goal of the project is to provide a similar service and opportunity to those residents who are low/moderate income who live in the southern quadrant of Des Plaines, promoting physical activity and socialization.

This work will be completed by an outside contractor, with construction oversight by the Deputy Director. This work will begin on or around May 2023 and should be completed no later than July 1, 2023.

**Project Need:** The Seminole Park complex improvement project which includes; playground renovation, free game court installation, tennis court renovation and ball field lighting/ upgrades have received public input and are part of the Des Plaines Park District's Master Plan for the rehabilitation of Seminole Park. The lighting for the fields is one of the last stages of this project site and will enhance park usage for both during the day and after dusk specifically in the spring and fall months. Seminole Park is currently a Neighborhood Park but with the amenity upgrades over the last 5 years, we anticipate this to become a Community Park within the next 2 years.





**Des Plaines residents Served:** Referencing our Comprehensive Master Plan and referring to Planning Area E was is located in the southeastern section of the District. Its boundaries are Algonquin Road to the north, Devon Avenue to the south, Des Plaines/River Road on the east and the Wisconsin Central Railroad on the west, and it consists of 31.23 acres.

Planning Area E makes up 15% of the District's overall population at 8,850. Comparing Planning Area E to the CDBG Geographical Distribution map which shows on average of 55% in Low to Moderate Income at (4,868) and 45% Residents at Median Income a (3,982). From 2019-2020 we believe the park serviced 10% of Planning Area E, from 2020-2021 serviced 13% and proposed to service 26% by 2022.

We also expect to see other Planning Area residents of Des Plaines to utilize these fields as this is an amenity that is not offered in any other area of Des Plaines and has been identified as an overall need for our community.

**Project Budget:**

Program Year	Agency Budget	Program Budget	DP CDBG Portion
Program Year 2022	0	\$150,000.00	\$150,000.00

Use of CDBG Funds	CDBG Amount
Design & Engineering	\$15,000.00
Construction/Rehabilitation	135,000.00
<b>Total CDBG Request</b>	<b>\$150,000.00</b>

**Project Objectives:** Creating a Suitable Living Environment

**Project Outcomes:** Sustainability

**Construction Schedule**

1. Bids completed January 2023
2. Bid opening February 2023
3. Board approval March 2023
4. Construction and demolition May 2023
5. Open facility July 2023

The information on this proposal letter is accurate to the best of my knowledge.

Donald Miletic

Executive Director | Des Plaines Park District

847-391-5080 | DM@DPParks.org



1665 Elk Boulevard •• Des Plaines, IL 60016  
847.823.0453 •• [www.centerofconcern.org](http://www.centerofconcern.org)

June 3, 2022

Ryan Johnson  
Assistant Director of Community & Economic Development  
City of Des Plaines  
1420 Miner Street, Des Plaines, IL 60016

Re: Request for Proposals - Community Development Block Grant

Dear Mr. Johnson,

Per your email of June 2, 2022, please find the Center of Concern request for the 2022 CDBG Program Year, October 1, 2022 through September 30, 2023.

**Proposal #1: Housing Support Services**

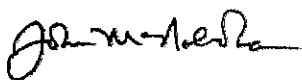
The Center of Concern proposal includes Homeless prevention, Housing Counseling, Resources, and Home Sharing and offers new and improved financial counseling assistance, housing crisis intervention counseling to avoid eviction and foreclosure, counseling for affordable housing solutions and/or helps prevent utility disconnection, counseling to residents and households in imminent danger of eviction in the City Des Plaines. The proposal will provide residents of the City of Des Plaines housing support services from October 1, 2022 through September 30, 2023, and will serve 75 older adult residents, \$25,000.00.

**Proposal #2: Older Adult Housing and Support Services**

The proposal includes housing options and case management, home sharing, homelessness prevention and housing supportive services that are comprehensive and integrated housing counseling, emergency assistance, information and referrals. Housing case management can include Housing Choice voucher placements (Section 8) assistance, senior housing application assistance, landlord and realtor negotiations, referrals to older adult housing, referrals to shelters and single room occupancy sites, and accessing of financial assistance. The proposal will serve City of Des Plaines older adult residents over the age of 62 from October 1, 2022 through September 30, 2023, and serve 100 older adult residents, \$25,000.00.

If you have any questions or need any additional information please contact me at 847-823-0453.

With best regards



John McNabola  
Executive Director





WHERE CRISIS BECOMES

*Opportunity*

6/15/2022

To: Ryan Johnson  
Assistant Director of Community & Economic Development  
City of Des Plaines  
1420 Miner St.  
Des Plaines, IL 60016

Dear Mr. Johnson.

Northwest Compass would like to thank you and the City of Des Plaines for the continued support and long term partnership!

We greatly appreciate the opportunity to apply for 2022 CDBG funding for the period of October 1, 2022 to September 30, 2023.

Northwest Compass is requesting a grant in the amount of **\$20,000.00** for an array of services under our Housing Program. The program description is attached for your information. The Housing Program goal is to stabilize low and moderate income Des Plaines residents experiencing a housing crisis – from homelessness to housing instability and provide needed assistance and additional supportive services.

Thank you for very much for considering this grant request!

I would be happy to answer any questions that you may have.

Sincerely,

Sonia Ivanov  
Executive Director  
[sivanov@northwestcompass.org](mailto:sivanov@northwestcompass.org)  
847 305-2764





## PROGRAMS DESCRIPTION

Northwest Compass, Inc. offers program in three major categories- Stabilization, Empowerment and Housing by providing crisis intervention, comprehensive solution focused case management, counseling and assistance to people experiencing housing instability or homelessness and connecting them to housing options, resources and various supportive services.

The Housing Program provides services geared towards Housing Counseling, Homelessness diversion and prevention, Housing navigation, Rapid re-housing and immediate short-term rent assistance to prevent individuals and families at risk of becoming homeless for the first time and/or to assist them to exit homelessness as quickly as possible.

Northwest Compass is the Lead Agency in the North and a Walk-In Center for anyone in the Suburban Cook County area including residents of Des Plaines who are in need of housing or housing assistance. Our program is the only one that provides individual housing counseling, assistance and education for a clientele experiencing homelessness as a partner in the Coordinated Entry Initiative in the Suburban Cook County area.

As such, Northwest Compass is humbly requesting financial assistance for program services under our Housing Program, which stabilize the residents of Des Plaines including youth 18-24 experiencing a housing crisis – from homelessness to housing instability.

The service participants of NWC are low-income families and individuals that reside in the NorthWest Suburbs of Cook County. During these times, with the global economic downturn, low-income and moderate income families are more at risk for losing their homes. People who were once financially secure have lost their jobs and are seeking rental and food assistance. NWC is requesting funding to help meet the increase need of our community, who are experiencing higher cost of food, gas, housing and overall financial insecurity.

Over 85% of the phone calls and in-person visits to Northwest Compass consist of requests for services associated with being able to have the resources necessary to stay in their home. As routinely noted in the news media, the documented instances of stagnant wages, higher rent burden and increased numbers of families living in poverty in the suburbs, all of which point to an increasing demand for such services.

Currently there are only 4 Walk-in Centers that serve the Suburban Cook County area for Coordinated Entry- a HUD mandate initiative to coordinated housing and supportive services resources in the Suburban Cook area. Northwest Compass is the Lead Agency and the only Walk-In Center in the North. As such, all social services organizations receiving HUD and State funding are required to refer clients experiencing homelessness and housing crisis to an agency as ours to coordinated housing options and access to housing programs. We also are the only agency that provides street outreach to people experiencing homelessness.

Northwest Compass has expanded assistance to the homelessness of a specific subpopulation – youth. We continue our HYPE Program (Helping Youth on the Path to Empowerment) which focuses on helping the invisible but growing population of youth experiencing homelessness and/or housing instability in our service area struggling with a number of issues. Northwest Compass works actively in conjunction with schools, law enforcement, health centers and other partners to address the need of vulnerable populations such as: LGBTQ+, run-a-ways, aging out of the foster system, parent and pregnant youth, youth involved in the juvenile system and human trafficking. We offer trauma informed and culturally competent solution focused case management, advocacy and assistance, as well as creating a safe space for the unseen and often stigmatized population of at-risk youth.

In Summary Northwest Compass programs aid families and individuals through:

**Crisis Intervention** – Timely and comprehensive screening and assessment of the client's current situation, access to internal and external on-going support and linkage to additional services.

**Housing Counseling and Assistance** – Helping to stabilize a family's current housing situation, also providing money management counseling, career coaching and other assistance required to prevent homelessness and to secure stable housing.

**Rapid Re-Housing** – Connect families and individuals experiencing homelessness to permanent housing through a tailored package of assistance that may include the use of time-limited financial assistance and targeted supportive services.

**Street Outreach** – Strives to prevent the exploitation of our population's most vulnerable by identifying unaccompanied youth and homeless in our service area and providing them with linkages to services that provide a path away from living on the streets.





1701 E. WOODFIELD ROAD, SUITE 203  
SCHAUMBURG, ILLINOIS 60173  
PHONE: 847.969.0561 | FAX: 847.969.0564 | WWW.NWHP.NET

June 8, 2022

Board of Trustees  
City of Des Plaines  
1420 Miner St  
Des Plaines, IL 60016

Dear Board of Trustees,

North West Housing Partnership is pleased serving as the administrator of the Home Repair Program and Minor Repair Program for the City of Des Plaines. Both repair programs provide financial assistance to cost burden homeowner's address necessary repairs and code violations to keep the home safe and livable.

NWHP is requesting approval of the Program Year Twenty two (22) contract for the \$171,512.00 of the Home Repair Program (HRP) assistance for low to moderate income City of Des Plaines homeowner's and \$25,766.80 for program expenditures to address repairs such as roof, electrical and plumbing.

The Minor Repair Program (MRP) request is 18,000.00 for low-moderate income Des Plaines homeowners address issues such as HVAC and furnace repair or replacement. For this program, North West Housing Partnership will expend \$2,700.00.

This agreement will renew the North West Housing Partnership's role as the Home Repair Program and Minor Repair Program Administrator for the City of Des Plaines. It is with sincere pleasure to offer this service on behalf of the City of Des Plaines,

Respectfully submitted,

A handwritten signature in blue ink that reads "Paula Bush". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Paula Bush  
Associate Director

Cc: Ryan Johnson, Assistant Director of Community and Economic Development  
Samantha Redman, Associate Planner



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: July 14, 2022  
To: Aldermen  
From: Andrew Goczkowski, Mayor AG  
Subject: Annual Member Dues to the Northwest Municipal Conference

**Issue:** An invoice for annual membership dues to the Northwest Municipal Conference has been received for the 2022-2023 fiscal year.

**Analysis:** The City of Des Plaines is presently a member of the Northwest Municipal Conference. An invoice was recently received in the amount of \$25,528.00, which is based on our population and United States Census data. The amount of the dues has been included in the 2022 Budget under Elected Office.

**Recommendation:** That the City of Des Plaines continue as a member of the Northwest Municipal Conference and remit annual dues of \$25,528.00 for the 2022-2023 fiscal year.

**Attachments:**  
Resolution R-138-22  
Exhibit A – Invoice

**CITY OF DES PLAINES**

**RESOLUTION R - 138 - 22**

**A RESOLUTION AUTHORIZING THE CITY OF DES PLAINES TO RENEW ITS MEMBERSHIP IN THE NORTHWEST MUNICIPAL CONFERENCE.**

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

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, encourages cooperation between governmental entities and agencies; and

**WHEREAS**, the City is a member of the Northwest Municipal Conference ("**NWMC**"), a regional association of over 40 municipalities that works to strengthen communities and enhance intergovernmental relationships in the north and northwest suburbs of Chicago through the provision of numerous programs and services, such as a joint purchasing program, legislative services, and transportation planning services; and

**WHEREAS**, the City appropriated \$25,600 in the Elected Office, Membership Dues Fund for membership in the NWMC during the 2022 fiscal year; and

**WHEREAS**, membership dues in the NWMC are based on figures from the United States Census for a total of \$25,528 for the 2022-2023 membership year ("**Membership Dues**"); and

**WHEREAS**, the City desires to: (i) renew its membership in the NWMC; and (ii) pay to the NWMC the Membership Dues of \$25,528; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to renew its NWMC membership and to pay the Membership Dues to the NWMC;

**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 MEMBERSHIP RENEWAL.** The City Council hereby approves the renewal of its membership in the NWMC.

**SECTION 3: AUTHORIZATION OF RENEWAL AND PAYMENT.** The City Manager and City Clerk are hereby authorized and directed to execute and attest all necessary documents approved by the General Counsel to renew the City's membership in the NWMC, and the City Manager is authorized to pay to the NWMC the Membership Dues in the not-to-exceed

amount of \$25,528.

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon 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 Authorizing the City of Des Plaines to Renew its Membership in the NWMC 2022

**Northwest Municipal Conference**

1600 East Golf Road  
Suite 0700  
Des Plaines, IL 60016

**INVOICE**

Invoice Number: 10829  
Invoice Date: May 2, 2022  
Page: 1

Voice: (847) 296-9200  
Fax: (847) 296-9207

<b>Bill To:</b>
CITY OF DES PLAINES ATTN: MICHAEL BARTHOLOMEW 1420 MINER STREET DES PLAINES, IL 60016

<b>Ship to:</b>
CITY OF DES PLAINES ATTN: MICHAEL BARTHOLOMEW 1420 MINER STREET DES PLAINES, IL 60016

Customer ID	Customer PO	Payment Terms	
DES PLAINES		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		6/1/22

Quantity	Item	Description	Unit Price	Amount
		FY '22-23 Northwest Municipal Conference Membership Dues		25,528.00
Subtotal				25,528.00
Sales Tax				
Total Invoice Amount				25,528.00
Payment/Credit Applied				
<b>TOTAL</b>				<b>25,528.00</b>

Check/Credit Memo No:



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 fluid and cursive, with a long horizontal stroke at the end.

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.**

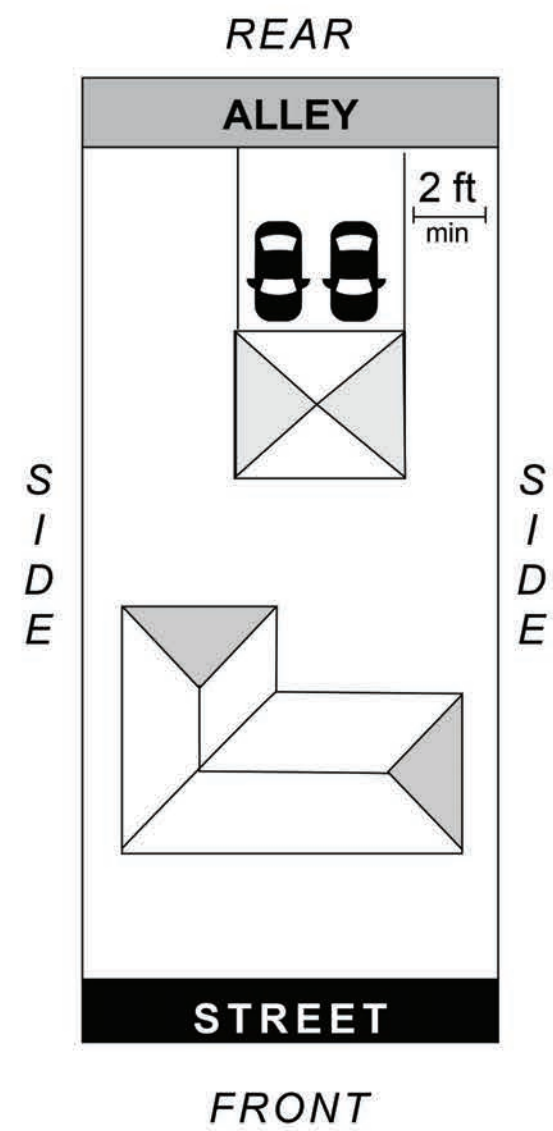
AYES: Szabo, Veremis, Saletnik, Hofherr, Fowler, Catalano

NAYES: None

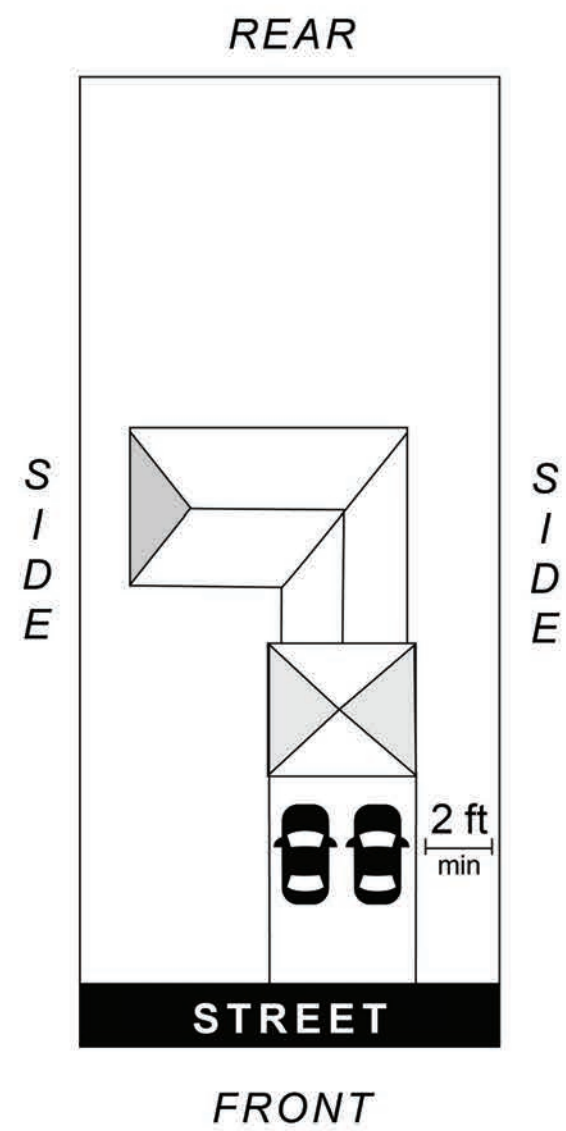
ABSTAIN: None

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

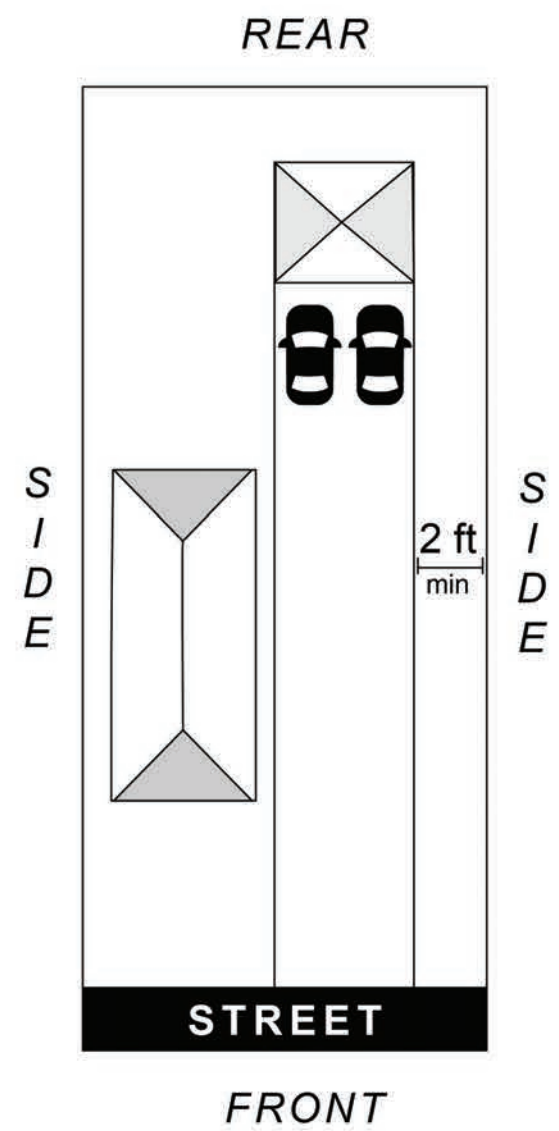
Rear Facing Driveway  
(detached garage)



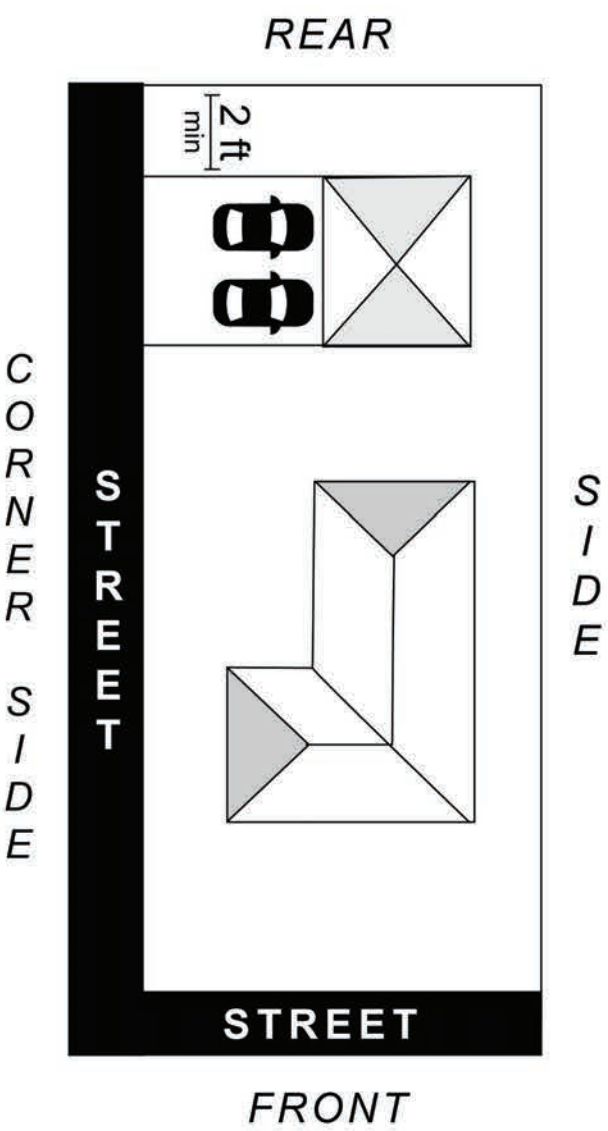
Front Facing Driveway  
(attached garage)



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><b>Driveways<sup>5</sup></b></u>	P	P	P	P
Patios:	NP	P	P	NP
Must be separated from a driveway / parking area by a minimum of 3 feet				
<u><b>A patio may be connected to another hard surface by a residential walkway that diverges from the patio and the other hard surface.</b></u>				
May be located no closer than 5 feet from side and rear lot lines				
* * *				
<u><b>Residential</b></u> Walkways:	P	P	P	P
<del>All walkways, whether within a required yard or the buildable area, can be no more than 4 feet wide</del>				
<u><b>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.</b></u>				
<u><b>Walkways must diverge and be separate from another hard surface, except for small, immediately adjacent pads for refuse containers or mechanical equipment.</b></u> <del>be separated from a driveway by a minimum of 3 feet (with the exception of a perpendicular connection)</del>				
May be located no closer than <u><b>1 foot</b></u> <del>2 feet</del> 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 abut 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 abut 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 abut 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

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, MONDAY, JULY 18, 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 7:02 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, July 18, 2022.

**ROLL CALL**

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

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

**PRAYER AND PLEDGE**

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

**ALDERMAN ANNOUNCEMENTS**

Alderman Oskerka stated the Community Backpack Project, which operates in conjunction with the Self Help Closet & Food Pantry, sent out an email regarding donation items they still need.

Alderman Chester reiterated that the Backpack Project is a great and important program.

Alderman Smith stated the Community Foundation gave out three scholarships to high school students; she thanked Rosemary Argus for all of the work she does for the community.

**MAYORAL ANNOUNCEMENTS**

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 Moylan, 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: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**MANAGER'S REPORT**

City Manager Bartholomew stated he received an email today from the City Manager of Highland Park thanking the City of Des Plaines for all of their support through the tragedy.

**CONSENT AGENDA**

Alderman Brookman requested Item Number 7, Resolution R-126-22, 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: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

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

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Minutes were approved; Ordinance M-21-22 was approved; Ordinance Z-19-22 was adopted; Resolutions R-120-22, R-121-22, R-122-22, R-124-22, R-125-22, R-127-22 were adopted.

City Clerk Mastalski read the item removed from the consent agenda: Resolution R-126-22 - A RESOLUTION APPROVING AN AGREEMENT WITH MANUSOS GENEAL CONTRACTING, INC. FOR THE FIRE STATION #61 INTERIOR RENOVATIONS.

**AMEND CITY**  
**CODE/ CLASS "G"/**  
**LIQ LIC**

**Consent Agenda**

Moved by Brookman, seconded by Chester to Approve First Reading of Ordinance M-21-22, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "G" LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

Alderman Ebrahimi requested Ordinance M-21-22 be advanced to second reading.

**Ordinance**  
**M-21-22**

Advanced to second reading by Ebrahimi, seconded by Brookman, to Adopt the Ordinance M-21-22, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "G" LIQUOR LICENSE.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**APPROVE CHG**  
**ORD NO 1/ PURCH**  
**SEW CLEAN TRK/**  
**STD EQUIP CO**

**Consent Agenda**

Moved by Brookman, seconded by Chester, to Approve 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. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**  
**R-120-22**

**AUTH EXPNDS/  
PURCH FUEL/  
AVALON PET CO**  
Consent Agenda

Moved by Brookman, seconded by Chester, to Approve 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. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-121-22**

**APPROVE TSK ORD  
NO 13/ PRO ELEC  
SVCS/ ARGON  
ELEC CO, INC**  
Consent Agenda

Moved by Brookman, seconded by Chester, to Approve Resolution R-122-22, A RESOLUTION APPROVING TASK ORDER NO. 13 UNDER A MASTER CONTRACT WITH ARGON ELECTRIC COMPANY, INC. FOR PROFESSIONAL ELECTRICAL SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-122-22**

**APPROVE CHG  
ORD NO 1/ PLAN  
REV & BLDG INSP/  
H.R. GREEN, INC**  
Consent Agenda

Moved by Brookman, seconded by Chester, to Approve 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. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-124-22**

**APPROVE AGRMT/  
EMAIL PROT/  
SPEEDLINK SOLNS**  
Consent Agenda

Moved by Brookman, seconded by Chester, to Approve Resolution R-125-22, A RESOLUTION APPROVING AN AGREEMENT WITH SPEEDLINK SOLUTIONS INC. FOR THE PURCHASE AND IMPLEMENTATION OF BARRACUDA O365 EMAIL PROTECTION. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-125-22**

**APPROVE AGRMT/  
FIRE STN #61 INT  
RENV/ MANUSOS  
GC, INC**  
Consent Agenda

Alderman Brookman requested Item Number 7, Resolution R-126-22, be removed from the Consent Agenda.

Alderman Brookman stated she pulled this item off of the agenda due to her concern of the excessive cost going with the bidder recommended. She stated ONeill Contractors came in almost a quarter of a million dollars cheaper. She mentioned the only difference between Manusos and ONeill is the subcontractors of ONeill did not suffice the training, apprenticeship program, and registered with the Department of Labor as required in the responsible bidder ordinance. Alderman Brookman stated this is an arbitrary requirement that will cost the taxpayers a signification amount of money.

**Resolution  
R-126-22**

Moved by Brookman, no second, to Reject Resolution R-126-22, send back to rebidding, and refer to committee to review the responsible bidder ordinance, A RESOLUTION APPROVING AN AGREEMENT WITH MANUSOS GENEAL CONTRACTING, INC. FOR THE FIRE STATION #61 INTERIOR RENOVATIONS PROJECT. Motion declared failed.

Alderman Moylan stated the responsible bidder ordinance protects the taxpayers, and it guarantees the City is getting the best product.

Jacob Kandu spoke on behalf of Kandu Construction - the lowest bidder on this project.

Moved by Moylan, seconded by Smith, to Approve Resolution R-126-22, A RESOLUTION APPROVING AN AGREEMENT WITH MANUSOS GENEAL CONTRACTING, INC. FOR THE FIRE STATION #61 INTERIOR RENOVATIONS PROJECT.

Upon roll call, the vote was:

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

NAYS: 2 - Brookman, Smith

ABSENT: 0 - None

Motion declared carried.

**APPROVE CNTRCT/  
TEMP QTRS AT  
FIRE STN #61/ SAT  
SHELTERS, INC**  
**Consent Agenda**

Moved by Brookman, seconded by Chester, to Approve Resolution R-127-22, A RESOLUTION APPROVING CONTRACTS WITH SATELLITE SHELTERS, INC. FOR TEMPORARY QUARTERS AT FIRE STATION #61. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-127-22**

**SECOND READING/  
ORDINANCE  
Z-19-22**  
**Consent Agenda**

Moved by Brookman, seconded by Chester, to Approve 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). Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE  
MINUTES**  
**Consent Agenda**

Moved by Brookman, seconded by Chester, to Approve the Minutes of the City Council meeting of July 5, 2022, as published. Motion declared carried as approved unanimously under Consent Agenda.

**NEW BUSINESS**

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

**WARRANT  
REGISTER**  
**Resolution  
R-128-22**

Alderman Zadrozny presented the Warrant Register.

Moved by Zadrozny, seconded by Oskerka, to Approve the Warrant Register of July 18, 2022 in the Amount of \$4,291,374.81 and Approve Resolution R-128-22.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**COMMUNITY DEVELOPMENT**- Alderman Chester, Chair

Alderman Chester gave a brief summary of the vote process for the consideration of the zoning map amendment for the Graceland/Webford project.

General Counsel Friedman stated that Item D, a zoning map amendment on 622 Graceland Ave, is an Ordinance which requires two readings to be approved. He stated first reading requires a normal majority, and second reading will ultimately require six votes because the City has received a valid petition of objection which elevates the voting requirement for final passage to six votes of the Aldermen, and the Mayor will not vote.

**CONSIDER**  
**AMENDING THE**  
**TEXT OF THE**  
**ZONING ORD**  
**REGARDING RES**  
**DRWY, PATIOS,**  
**AND RES WKWY**  
**Ordinance**  
**Z-20-22**

Director of Community & Economic Development Carlisle reviewed a memorandum dated July 7, 2022.

The City wants to simplify existing driveway regulations for residents and owners in the R-1 and R-2 districts.

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.

Staff recommends adjusting the regulation which 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) 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. Staff is proposing to remove the existing minimum six-foot-setback regulation between the driveway and the front door/landing area leading to the front door in its entirety.

Staff proposes adding a definition for “sidewalk” and “walkway” for clarity and consistency. Also, Staff is proposing amendments related to walkway width permitted on residential properties; proposing to adjust the width maximum of the walkway based on the walkway’s location on the property. In addition, staff is also proposing to adjust the required minimum distance between a walkway and a property line. Staff is proposing to reduce the required walkway setback distance from a property line from two feet to one foot.

Staff is also looking to amend the definition of a patio. Staff is proposing removing the size qualifications, but retain the restrictions on the placement and use of a patio surface. The revised patio definition will still require patio surfaces to be separated from a parking area or driveway surface, and prohibit the parking or storage of vehicles on a patio surface.

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 under patios. As a result, the proposed amendments would update the existing table under patios to clarify this allowance.

The PZB voted 6-0 to recommend approval of the amendments as presented by staff included in Ordinance Z-20-22.

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

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
 Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**CONSIDER**  
**AMENDING THE**  
**TEXT OF THE**  
**ZONING ORD**  
**REGARDING**  
**CANNABIS**  
**INFUSER USES IN**  
**M-1 ZONING DIST**  
**Ordinance**  
**Z-21-22**

Director of Community & Economic Development Carlisle reviewed a memorandum dated July 7, 2022.

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. The proposed text amendment has a 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, and expands the possibility of a conditional use to the M-1 Zoning District.

Cannabis infuser is defined 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." 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. The cannabis distillate is previously prepared and provided to infusers by licensed cannabis growers and manufacturers and is not manufactured at infuser facilities.

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. The Cannabis Regulation and Tax Act (410 ILCS 705) outlines requirements of cannabis business establishments.

Within the Zoning Ordinance, the purpose of the M-1 Limited Manufacturing District is, "to provide locations for light manufacturing uses and associated services." 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, is regulated both by Cannabis Business Establishment Use Standards and Odor under Environmental Performance Standards. 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 PZB recommended (6-0) that the City Council approve the proposed amendment as presented.

Moved by Brookman, seconded by Oskerka, to Approve the Ordinance Z-21-22, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING CANNABIS INFUSER USES IN M-1 ZONING DISTRICT.

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
 Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Advanced to second reading by Oskerka, seconded by Brookman, to Adopt the Ordinance Z-21-22, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING CANNABIS INFUSER USES IN M-1 ZONING DISTRICT.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
 Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.



**CONSIDER**  
**APPROVING A**  
**CONDITIONAL USE**  
**PERMIT FOR A**  
**CANNABIS**  
**INFUSER USE AT**  
**1245 FOREST AVE**  
**Ordinance**  
**Z-22-22**

Director of Community & Economic Development Carlisle reviewed a memorandum dated July 7, 2022.

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 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 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.

This site meets Des Plaines' location requirements, as it is more than 500 feet from any of the listed sensitive uses. 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. Access to the processing and manufacturing area will be restricted to employees with state ID cards.

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. Therefore, the floor area subject to the parking requirement for this 2,791-square-foot space would be 2,741 square feet. 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. Since 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, as specified by state law. 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. 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. Any future signage will be submitted and approved as a separate sign permit.

The PZB recommended (6-0) that the City Council approve the request as presented, with conditions. The PZB and staff recommend the following conditions:

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.

Moved by Brookman, seconded by Chester, to Approve the 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).

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Advanced to second reading by Brookman, seconded by Chester, to Adopt the 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).

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Mayor Goczkowski requested for the City Council to next address Public Safety, so the rest of the evening could focus on Ordinance Z-23-22 and Ordinance M-22-22, which will generate extensive discussion. City Council did not give objection to this Agenda adjustment.

#### **PUBLIC SAFETY**- Alderman Oskerka, Chair

#### **CONSIDER** **APPROVING** **AMENDMENTS TO** **THE RULES AND** **REGULATIONS OF** **THE BOARD OF** **FIRE AND POLICE** **COMMISSIONERS** **Resolution** **R-129-22**

The Board of Fire and Police Commissioners 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.

The Board and staff recommend approval of Resolution R-129-22.

D. Michael Albrecht, chairman of the Board of Fire & Police Commissioners, spoke on behalf of the proposed rule changes. He also suggested the City Council consider offering a cash bonus incentive for recruitment as a possible future rule modification and not as a condition of this resolution.

Moved by Oskerka, seconded by Brookman, to Approve 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.

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

### **COMMUNITY DEVELOPMENT**- Alderman Chester, Chair

#### **CONSIDER** **APPROVING A** **ZONING MAP** **AMENDMENT FOR** **622 GRACELAND** **AVE, 1332** **WEBFORD AVE,** **AND 1368** **WEBFORD AVE** **Ordinance** **Z-23-22**

Chair Alderman Chester gave a brief introduction of the procedure for public comment for an item on the agenda.

Mark Daniels, attorney representing four residents, spoke on behalf of his clients expressing their legal effort to stop the Graceland Ave/Webford Ave development. He also submitted the certified copy of the green cards, the protest, original copy of a letter send to General Counsel Friedman dated July 18, 2022, petitions with approximately seventeen hundred signatures, a statement attesting the petitions, and a record from the PZB hearing.

Alderman Oskerka requested a brief recess to review the information provided by Mark Daniels. Chair Alderman Chester approved a five-minute recess.

Recess began at 8:10 p.m.

City Council reconvened from the recess at 8:15 p.m.

Many residents expressed their objection to a zoning map amendment for 622 Graceland Ave, 1332 Webford Ave, and 1368 Webford Ave; and voiced their objection to the development proposed for this location.

One resident expressed his approval of a zoning map amendment for 622 Graceland Ave, 1332 Webford Ave, and 1368 Webford Ave.

Bernard Citron, attorney representing the petitioner, spoke on behalf of their client expressing their legal effort to proceed with the Graceland Ave/Webford Ave development.

Director of Community & Economic Development Carlisle reviewed a memorandum dated July 7, 2022.

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.

#### *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 rezoning from the C-3 General Commercial District to the C-5 Central Business District.

#### *Height Implications*

Amending the zoning to C-5 allows for a building up to 100 feet in height. The proposed construction would be reviewed according to all adopted international building and life safety 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. 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.

#### *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. 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.

#### *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.

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”. 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. 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.

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.

#### *Circulation, Mobility, and Traffic*

The petitioner has submitted study and report 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 study references and considers the anticipated traffic to be generated by the under-construction development at 1425 Ellinwood Avenue. 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. 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). The City's engineers believe that 10 percent of inbound and outbound traffic may be more realistic than 5 percent.

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.

#### *Building Design Review*

Since the initial submittal, the petitioner has adjusted various elevations; these included a knee wall along the south elevation of the parking garage to prevent headlight glare and additional building openings and fenestration along the west elevations.

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. The petitioner submitted revised east (facing Graceland) and north (facing the railroad tracks) elevation drawings, as well as a revised rendering that shows substantially more brick.

#### *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. 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; (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 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.

#### *Required Public Improvements*

Prior to any permitting, a Final Plat of Subdivision would be required. Ultimately a permit from the Metropolitan Water Reclamation District (MWRD) will be required for construction. 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 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. 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*

Staff stated the pressure is sufficient for the development; the building will have its own booster pump for domestic and fire supplies.

#### *Pace Bus*

Pace Suburban Bus 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.

#### *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, 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.

The PZB voted 3-3 (three "yes" and three "no" with one member absent) on a motion recommending approval of the map amendment. Pursuant to the portion of the City Code that governs the PZB, a 3-3 vote amounts to a recommendation to deny the request.

Representatives of the petitioner, 622 Graceland Apartments, LLC, including Joe Taylor, spoke on behalf of the project and answered questions of the City Council.

Alderman Oskerka asked the petitioner about the location of the package room and its proximity to the loading zone, and about the handling of the dumpsters during garbage pick-up. He also asked about the status of the restaurant in terms of theme and partnership. He asked if they considered substituting the pool for apartments in order to lower the building height.

Alderman Zadrozny asked Director of CED Carlisle if the City Council votes and approves the zoning change, if the development proposal will be a separate vote. He asked the petitioner the timeframe of the development, if approved, and if they are willing to make changes to the proposal in terms of building density and height.

Alderman Brookman stated that one of her priorities is the appearance of the building, and that she has not been happy with some of the designs and the construction materials. She mentioned she requested more use of brick on the façade of the building.

Alderman Oskerka asked the petitioner to verify they do not intend on increasing the height of the building beyond the height they already listed on their plans.

Alderman Smith asked Director of CED Carlisle to confirm for the residents a vote on first reading of the ordinance is preliminary, and the second reading is what adopts the ordinance.

Alderman Chester commented that the City Council has been working with the developer on trying to put additional property on the development, and substantial progress has been made. He also complimented the effort of the residents regarding the development.

Mayor Goczkowski asked Staff questions regarding the proposed development based on concerns the residents have directed toward him. He asked Director of CED Carlisle if there is a demand for higher income rental units. He also asked him to expand on the City's Comprehensive Plan and how this correlates with the City's goals; and how increased housing density will benefit businesses that are looking to move into downtown. Mayor Goczkowski asked Director of CED Carlisle to describe how projects like this come before the City Council.

Mayor Goczkowski asked Director of Public Works and Engineering Oakley if the traffic studies are an accurate depiction of this area. He asked Police Chief Anderson if he has any concerns of safety based on the traffic study. He asked Director of PW&E Oakley to give more detail on the building requirements with MWRD and how that will impact storm water flow; and about the impact of the development on water pressure.

Mayor Goczkowski asked Police Chief Anderson about the impact of the development on the safety profile of the neighborhood. Mayor Goczkowski asked Fire Chief Anderson if there will be any concerns addressing emergency situations at the site and in the neighborhood.

Mayor Goczkowski asked the petitioner about concerns with the building being located close to the train tracks, and the additional steps taken for such a location.

Alderman Brookman asked the petitioner for further information on the widening of Webford Ave, and the location of vehicles during construction.

Mayor Goczkowski asked Director of PW&E Oakley if the City has tools to address traffic if the traffic study is deemed incorrect.

Mayor Goczkowski stated that overall Des Plaines is trending in the right direction; and stated he believes this development is a step in the right direction and will benefit the City.

Alderman Moylan stated this development will bring in new residents to increase the potential of the City; he stated this will also increase federal funds and tax income. He stated it his belief this development is beneficial, and will add to a future thriving downtown.

General Counsel Friedman addressed the remarks Attorney Mark Daniels made about Alderman Moylan's potential conflict between his union position and this development. General Counsel Friedman stated this is a vote to rezone property and dispose of City property;

it is not a vote to award any contract and the City does not decide who the contractor may be if this ordinance is adopted and this development gets built. Plus, he stated Alderman Moylan works for no company that would ever be under contract with the developer for construction activities. He said he is being perfectly clear when he states Alderman Moylan has no statutory, common law, or City code conflict of interest. He stated if Alderman chooses to vote tonight, he will be violating no applicable state law or local law.

Moved by Moylan, seconded by Ebrahimi, to Approve the 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. No vote.

Moved by Oskerka, seconded by Moylan, to Amend the Motion to include an amendment inserting the rezoning to be set to run with the project instead of with the land and to go back to C-3 if this project does not proceed, for the 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.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Moved by Moylan, seconded by Ebrahimi, to Approve the Ordinance Z-23-22 as Amended, AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR 622 GRACELAND AVENUE, 1332 WEBFORD AVENUE, AND 1368 WEBFORD AVENUE, DES PLAINES, ILLINOIS.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Zadrozny, Brookman,  
Chester, Smith, Ebrahimi

NAYS: 1 - Oskerka

ABSENT: 0 - None

Motion declared carried.

**CONSIDER**  
**APPROVE & AUTH**  
**THE SALE OF 1332**  
**WEBFORD AVE**  
**Ordinance**  
**M-22-22**

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, was postponed until the next city council meeting on August 1, 2022.

**ADJOURNMENT**

Moved by Brookman, seconded by Oskerka to adjourn the meeting. The meeting adjourned at 10:09 p.m.

\_\_\_\_\_  
Jessica M. Mastalski – CITY CLERK

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

DAY OF \_\_\_\_\_, 2022

\_\_\_\_\_  
Andrew Goczowski, MAYOR





## COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

### MEMORANDUM

Date: July 25, 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

**Update:** At its July 18, 2022 meeting, the City Council voted 7-1 on first reading to approve Ordinance Z-23-22, which would rezone the subject property from the C-3 General Commercial District to the C-5 Central Business District for a proposed mixed-use residential, commercial, and parking development. However, the Council's motion included a stipulation that if the petitioner's project does not proceed, the subject property's zoning would return to C-3.

The General Counsel has prepared a revised Ordinance Z-23-22, attached to this packet. Under Section 5 (Effective Date), the revised Ordinance states the petitioner must formally agree *not* to object to a rezoning of the property to C-3 if the petitioner or any successors abandon the project prior to applying for building permits. This new provision addresses a scenario in which the petitioner successfully acquires 1332 Webford (the City-owned parking lot) but abandons the project before pursuing construction. In this case, the City would have to initiate a map amendment – the rezoning would not happen automatically – but the City could initiate and subject property ownership would have already consented. Submission of this formal agreement (rezoning covenant) is a term of the Purchase and Sale Agreement, which the Council is considering through Ordinance M-22-22 on the August 1 agenda.

Further, while answering Council questions on July 18, the petitioner noted architectural design changes that while not reflected in the attached renderings and elevations could be enforced through a future redevelopment agreement, approval of which will require passage of a resolution. Approval of the redevelopment agreement would be required to fulfill the Purchase and Sale Agreement for 1332 Webford, which is necessary not only for the transfer of property but also for the effectiveness of the zoning change to C-5.

**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: Small mixed-use building (1330 Webford), then 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 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 <sup>10</sup>
Center, Adult Day Service	C	C <sup>10</sup>
Commercial Outdoor Recreation	C	--
Commercial Shopping Center	P	--
Consumer Lender	C	--
Convenience Mart Fueling Station	C <sup>4</sup>	--
Domestic Pet Service	C <sup>11,12</sup>	--
<b>Dwellings, Multiple-Family</b>	--	<b>P<sup>3</sup></b>
Leasing/Rental Agents, Equipment	C	--
Motor Vehicle Sales	C <sup>5</sup>	--
Government Facility	--	P
Radio Transmitting Towers, Public Broadcasting	C	--
<b>Restaurants (Class A and Class B)</b>	<b>P</b>	<b>P</b>
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**

<b>Bulk Control</b>	<b>C-3</b>	<b>C-5</b>
<b><i>Maximum Height</i></b>	45 feet	100 feet
<b><i>Minimum Front Yard<sup>1</sup></i></b>		
-Adjacent Residential:	-Setback of Adjacent Residential district	-Setback of Adjacent Residential district
-Adjacent Other:	-5 feet	-Not applicable
<b><i>Minimum Side Yard</i></b>		
-Adjacent Residential:	-Setback of Adjacent Residential district	-Setback of Adjacent Residential district
-Adjacent Other:	-5 feet if abutting street	-5 feet if abutting street
<b><i>Minimum Rear Yard</i></b>		
-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

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**

<b>Number of Bedrooms</b>	<b>Minimum Floor Area (Square Feet)</b>
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 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 <sup>1</sup> or one space for every four seats <sup>2</sup> , whichever is greater, plus one space for every three employees <sup>3</sup>	17 spaces
<b>Total</b>	-	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 secondary<sup>4</sup> 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)

<sup>1</sup> The first 2,500 square feet may be deducted in the C-5 district.

<sup>2</sup> Fifty-six seats are shown in the floor plan.

<sup>3</sup> Nine employees working at a given time in the restaurant/lounge are used as an estimate.

<sup>4</sup> 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, 11<sup>th</sup> 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 packet<sup>5</sup>. 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.

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<sup>5</sup> The full study is available at [desplaines.org/gracelandwebford](https://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-submit a 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<sup>6</sup>:*

- 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

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<sup>6</sup> 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](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 13<sup>7</sup>. 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

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<sup>7</sup> 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 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 rezoning would be effective upon the petitioner’s acquisition of 1332 Webford, a process that – pursuant to the Purchase and Sale Agreement associated with Ordinance M-22-22 – requires the petitioner’s completion of Tentative and Final Plat of Subdivision, approval of a redevelopment agreement, and submission of a rezoning covenant binding the petitioner not to object to a future rezoning of the subject property to C-3 if the project does not proceed to building permitting. Because a valid written protest was filed pursuant to Section 12-3-7.4.a.1 of the Zoning Ordinance, a favorable vote of two-thirds of all the aldermen elected is required to pass Z-23-22.

## **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 Appendices<sup>8</sup>

Attachment 14: Engineering Comment Memo

Attachment 15: Fire Comment Memo

Attachment 16: Site Lighting Diagram

Attachment 17: PZB Recommendation Memo from Chairman Jim Szabo

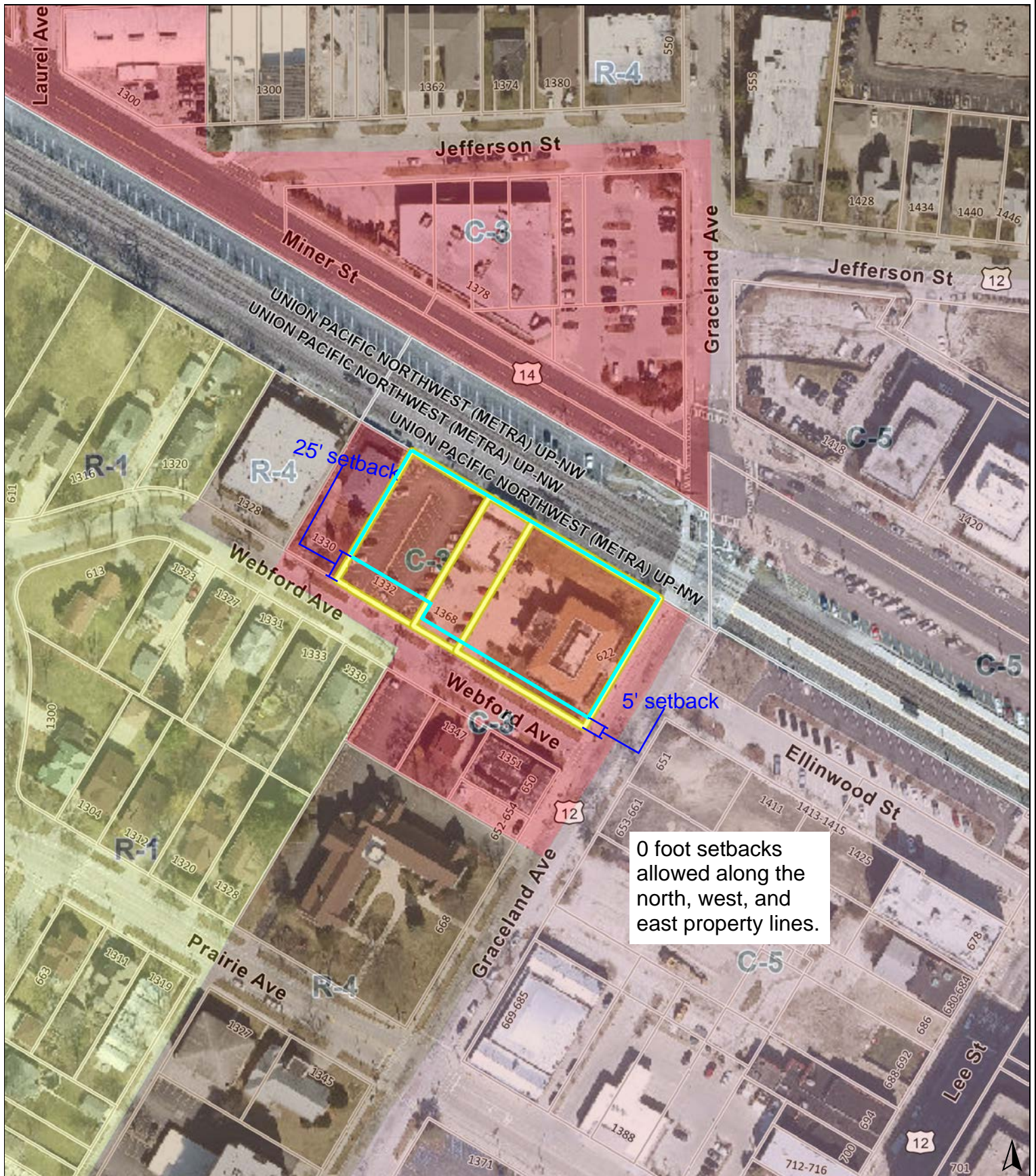
Attachment 18: Excerpts of PZB Minutes from April 12 (approved), May 10 (approved), May 24 (approved), and June 14 (draft, *updated July 22, 2022*)

## **Ordinance**

Z-23-22

<sup>8</sup> The full study is available at [desplaines.org/gracelandwebford](https://desplaines.org/gracelandwebford).





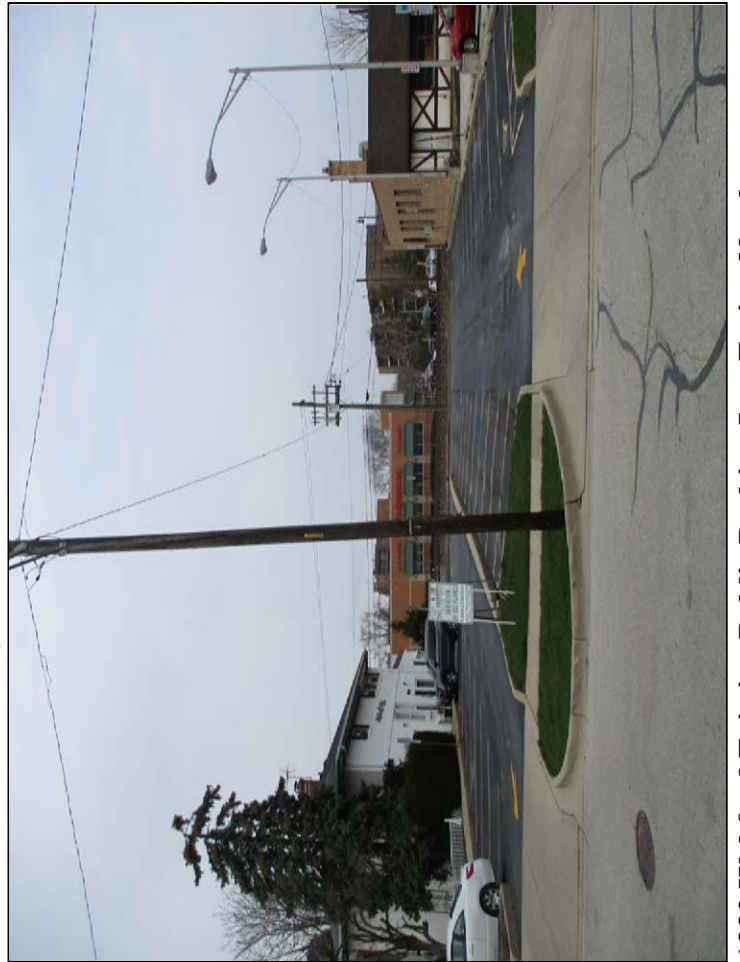




622 Graceland – Facing Southwest



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 Webdford 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.

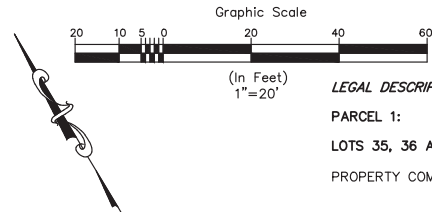
05/11/22    Project #: 21084

A.9

Attachment 3

Page 22 of 155



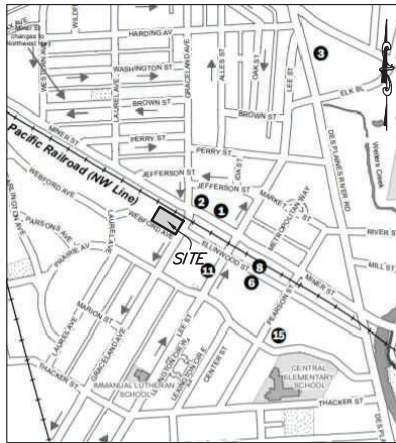


# ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

BY **GENTILE AND ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS

550 E. ST. CHARLES PLACE  
LOMBARD, ILLINOIS 60148  
PHONE : (630) 916-6262

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.

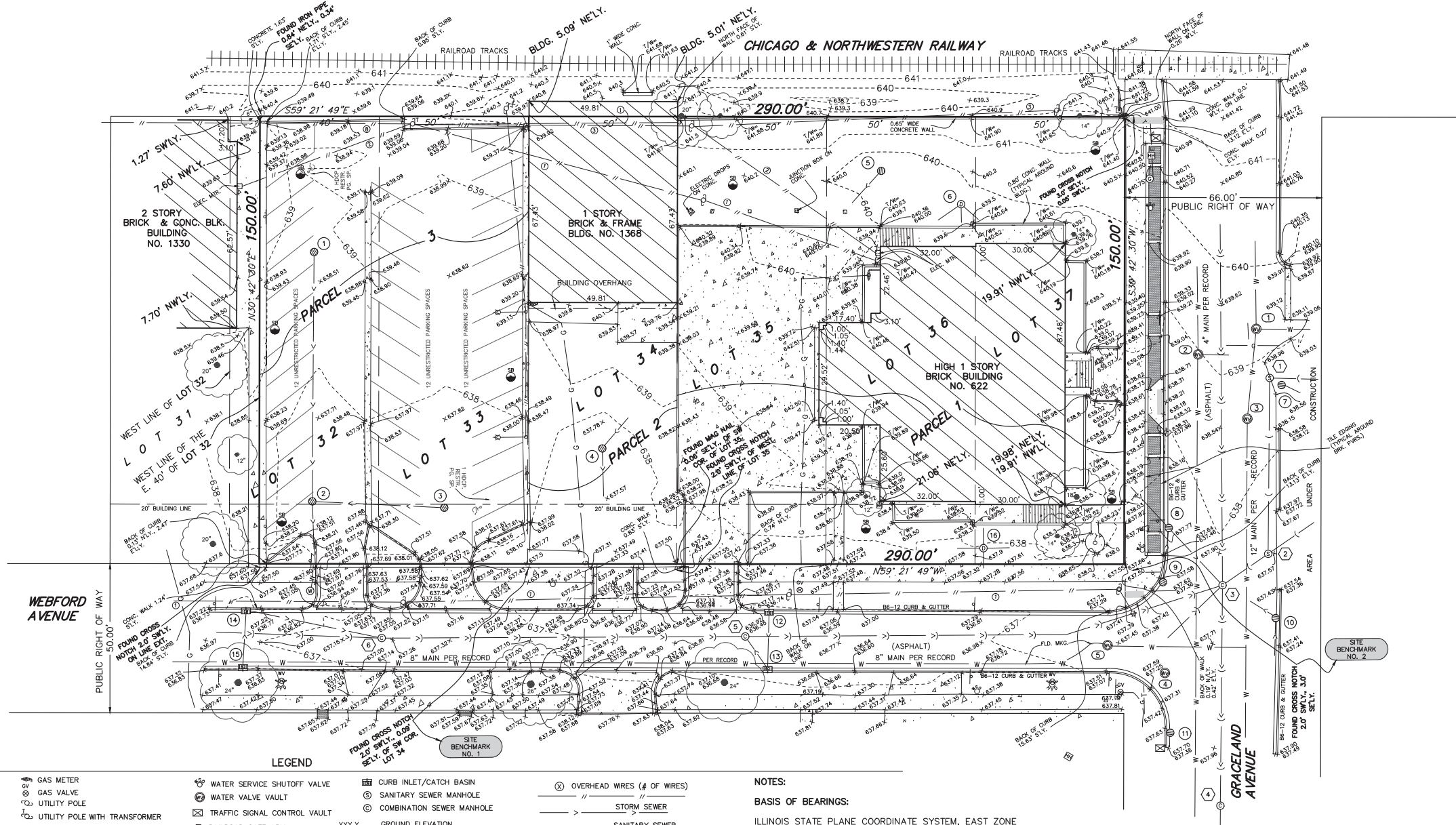
PROPERTY COMMONLY KNOWN AS: 1368 WEBFORD AVE., DES PLAINES, IL. 60016 CONTAINING: 7,503.12 SQ. FT., 0.17 AC. (MORE OR LESS)

### 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

- CATCH BASIN  
RIM 638.65  
6" VCP S INV 634.23
- CATCH BASIN  
RIM 637.06  
6" VCP N INV 632.46  
6" VCP(+/-) S INV 632.46  
10" RCP E INV 633.66
- CATCH BASIN  
RIM 637.21  
10" RCP W INV 634.26
- CATCH BASIN  
RIM 637.28  
4" CIP NE INV 635.98  
6" CIP S INV 634.73
- INLET  
RIM 639.01  
L" SW INV 635.51
- STORM MANHOLE  
RIM 640.10  
TOP OF 8" (+/-) PIPE S 630.63  
SW INV 631.20  
SE INV 630.80
- CATCH BASIN  
RIM 638.58  
12" RCP SE INV 636.53
- CATCH BASIN  
RIM 637.45  
6" VCP NW INV 634.90  
10" SE INV 633.00  
6" PVC S INV 634.20
- INLET  
RIM 637.41  
6" PVC N INV 635.01
- CATCH BASIN  
RIM 637.20  
6" VCP NW INV 632.70  
8" VCP S INV 632.80
- INLET  
RIM 637.04  
FILLED WITH DEBRIS
- CURB CATCH BASIN  
RIM 636.40  
TOP OF PIPE TO SOUTH 634.40
- CURB CATCH BASIN  
RIM 636.46  
TOP OF PIPE TO NORTH 634.16  
NW INV 632.86
- CURB CATCH BASIN  
RIM 636.72  
TOP OF 12" PIPE TO EAST 634.37  
12" RCP S INV 633.47
- CURB CATCH BASIN  
RIM 636.74  
TOP OF PIPE TO NORTH 634.69  
(PVC INSIDE RCP)
- 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

- SANITARY MANHOLE  
RIM 638.77  
15" VCP E INV 632.47  
10" VCP SE INV 633.12  
15" VCP S INV 632.42
- SANITARY MANHOLE  
RIM 637.57  
15" VCP N INV 632.37  
10" NE INV 632.67  
15" SW INV 632.07
- 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)  
15" VCP NE INV 632.33  
24" S INV 632.35  
10" SE INV 632.34 +/-  
24" W INV 631.43  
(CONNECTING MANHOLE TO  
THE WEST SHOWS A 12"  
INVERT TO THE EAST, NO  
INFORMATION AS TO WHERE  
SIZE CHANGES AVAILABLE)  
10" NW INF 632.83
- COMBINATION MANHOLE  
RIM 638.61  
24" N INV 630.61  
24" S INV 630.71
- COMBINATION MANHOLE  
RIM 636.78  
12" E INV 631.33  
12" W INF 631.38  
SE INV 631.60
- COMBINATION MANHOLE  
RIM 637.17  
12" E INV 631.42  
12" NW INV 632.87  
12" W INV 631.57

## WATER MAINS

- 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
- WATER VALVE VAULT  
RIM 638.95  
TOP OF PIPE 633.45  
RECORD SAY IT IS 8"
- 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
- 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
- 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. 17031C0217J, 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: [Signature]

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2925  
MY LICENSE EXPIRES NOVEMBER 30, 2022  
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.002870



BASE SCALE : 1 INCH = 20 FEET  
DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF  
ORDERED BY : RWG ENGINEERING, LLC  
DRAWN BY : VAF  
CHECKED BY : JFG  
SURVEYED BY : JG-RG

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT  
ANY DIFFERENCE. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT  
SHOWN HEREON REFER TO YOUR ABSTRACT DEED, CONTRACT AND ZONING  
ORDINANCE.

ORDER NO. 21-22439 (REV1)

## 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

CROSS 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
LOWER LEVEL	12	0	7
LEVEL 01	38	20	18 GARAGE, 5 ON-STREET
LEVEL 02	84	0	0
TOTAL	137	17	25 GARAGE, 5 ON-STREET
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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600 W. Jackson, Suite 250  
Chicago, IL 60661



DES PLAINES MULTI-FAMILY

622 GRACELAND AVE.  
05/11/22 Project #: 21084

A.0

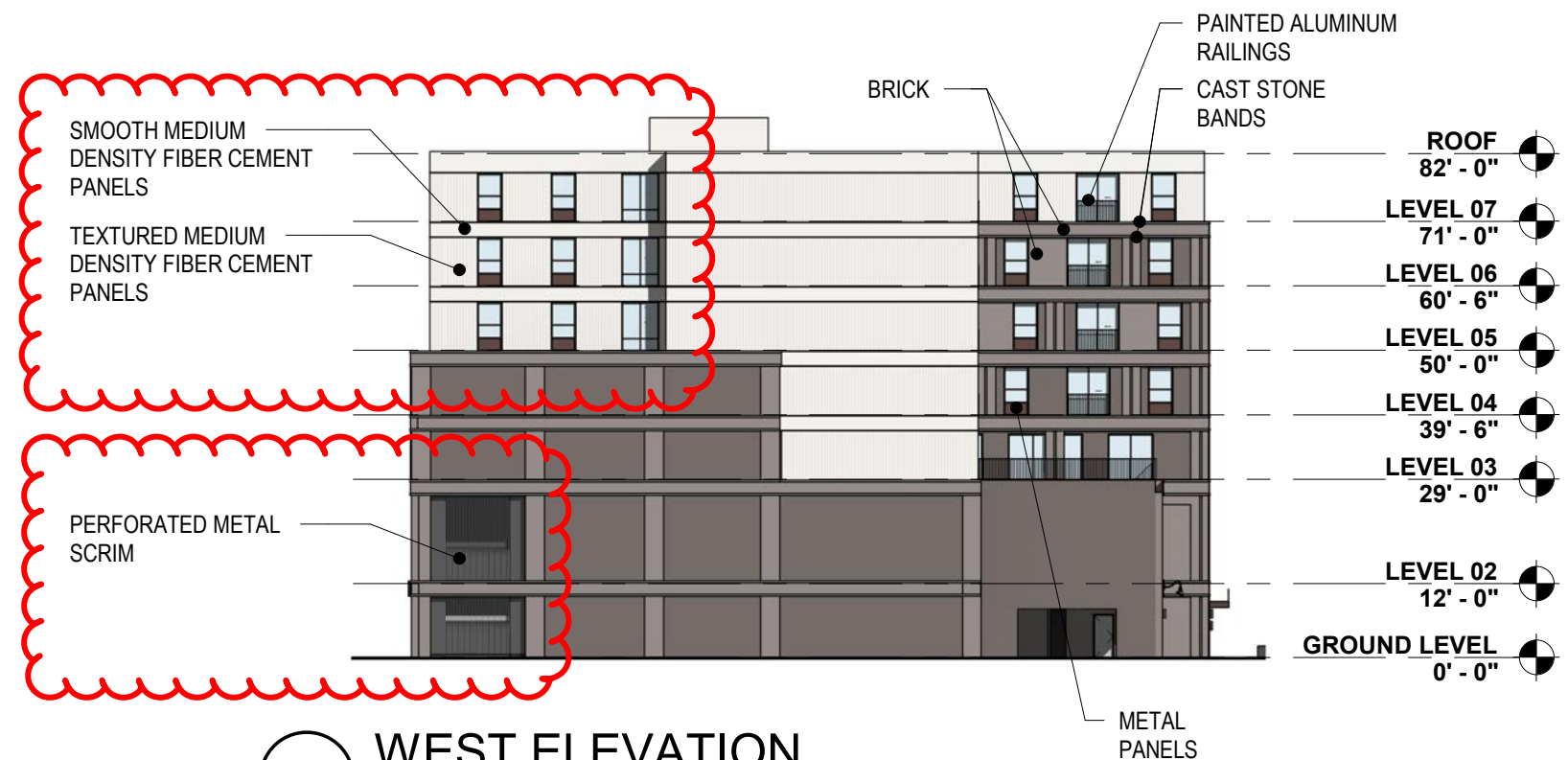




**2 EAST ELEVATION**  
SCALE: 1" = 30'-0"



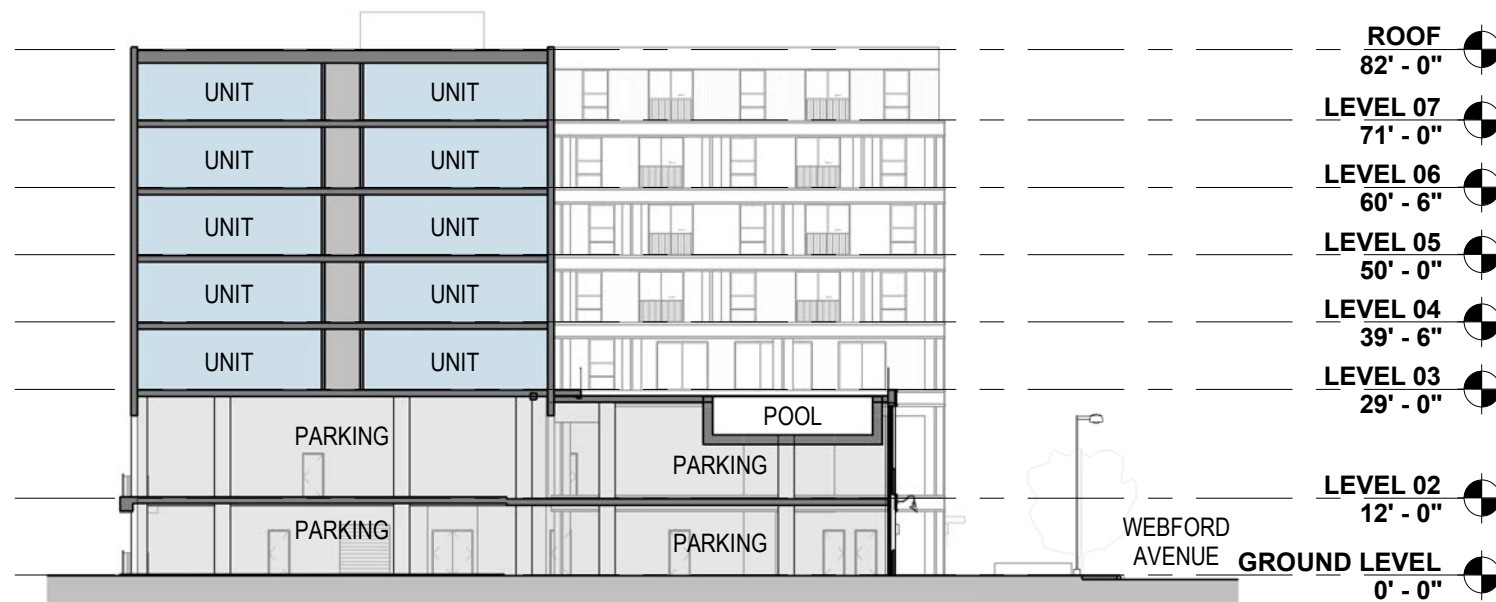
**1 NORTH ELEVATION**  
SCALE: 1" = 30'-0"



**2 WEST ELEVATION**  
SCALE: 1" = 30'-0"



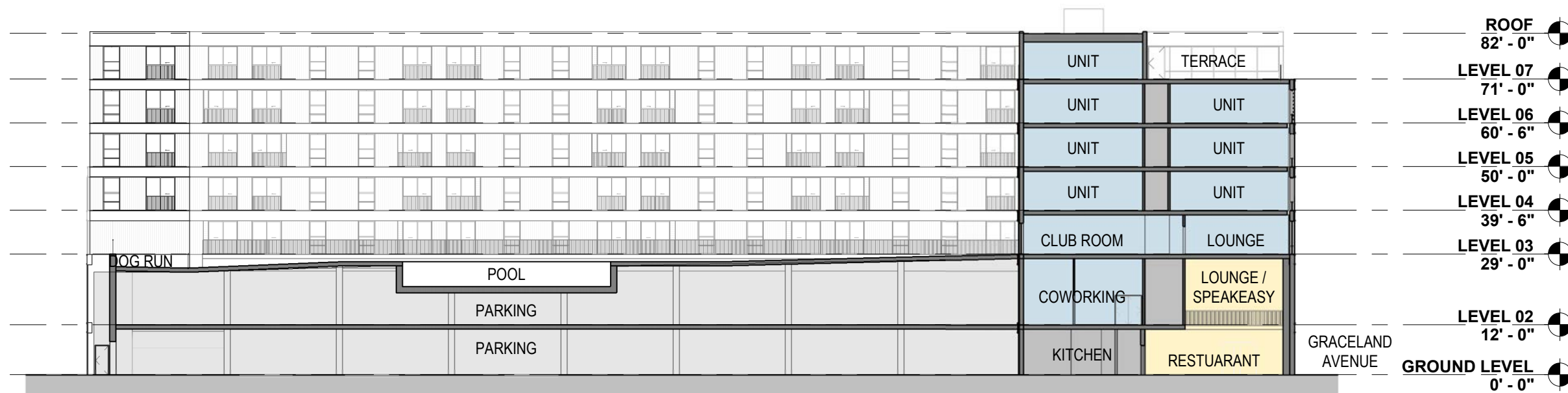
**1 SOUTH ELEVATION**  
SCALE: 1" = 30'-0"



2 SECTION - NORTH/SOUTH  
SCALE: 1" = 30'-0"



3 SECTION - NORTH/SOUTH  
SCALE: 1" = 30'-0"



1 SECTION - EAST/WEST  
SCALE: 1" = 30'-0"



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SCALE: 1" = 30'  
 0 7.5' 15' 30'



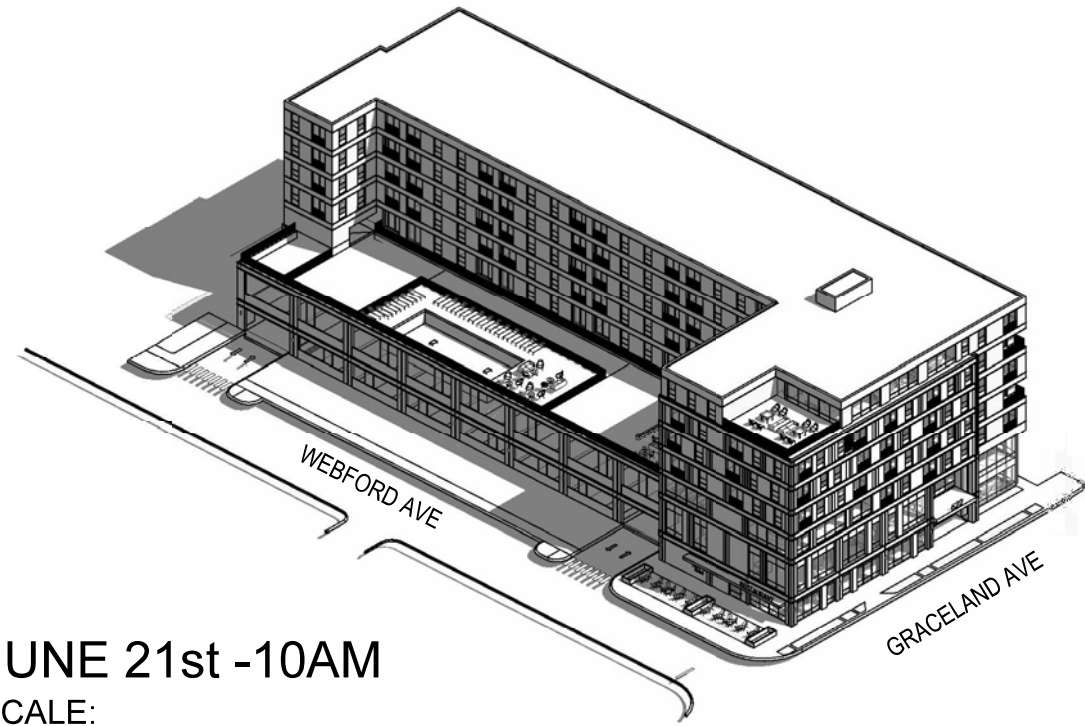
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622 GRACELAND AVE.

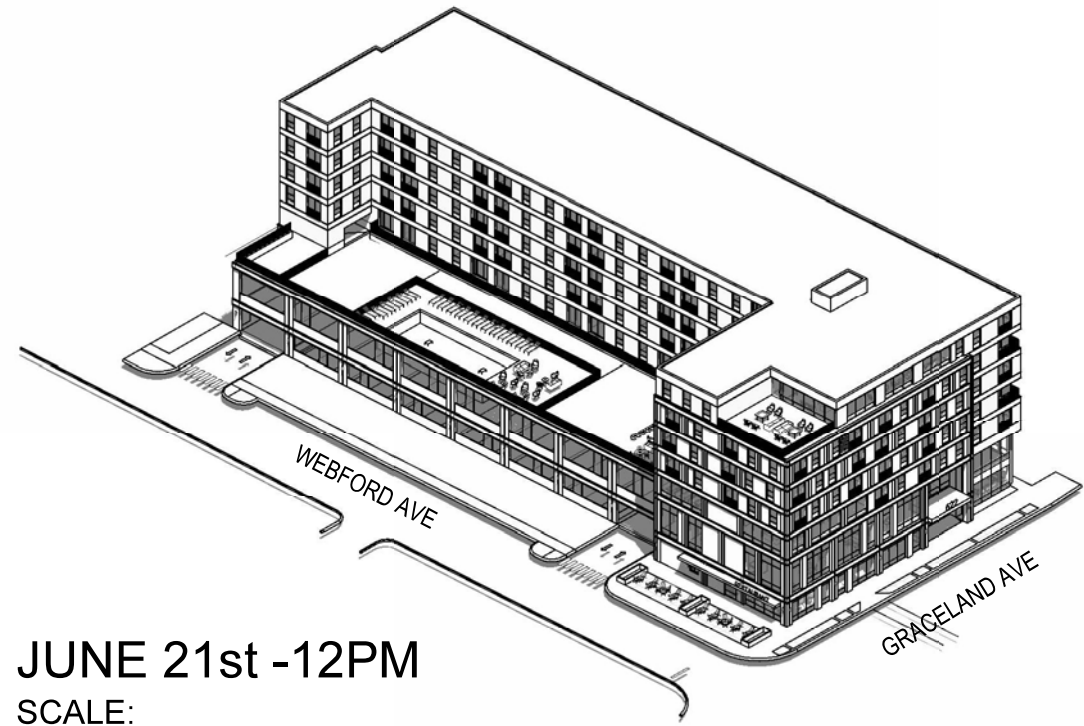
05/11/22 Project #: 21084

A.17

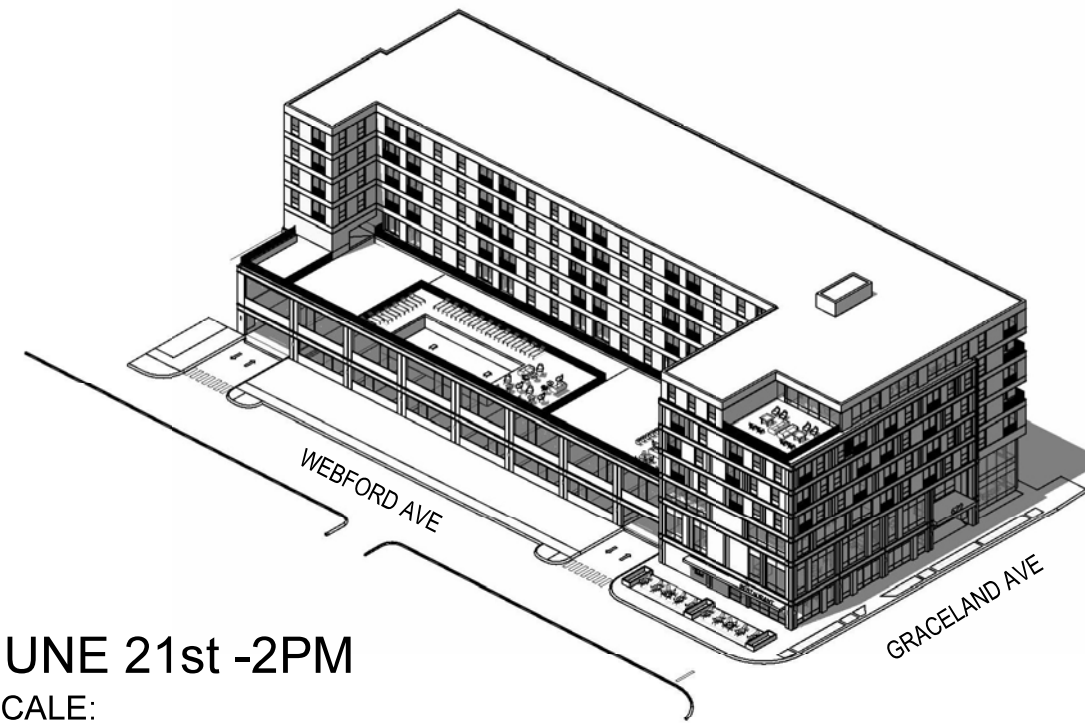




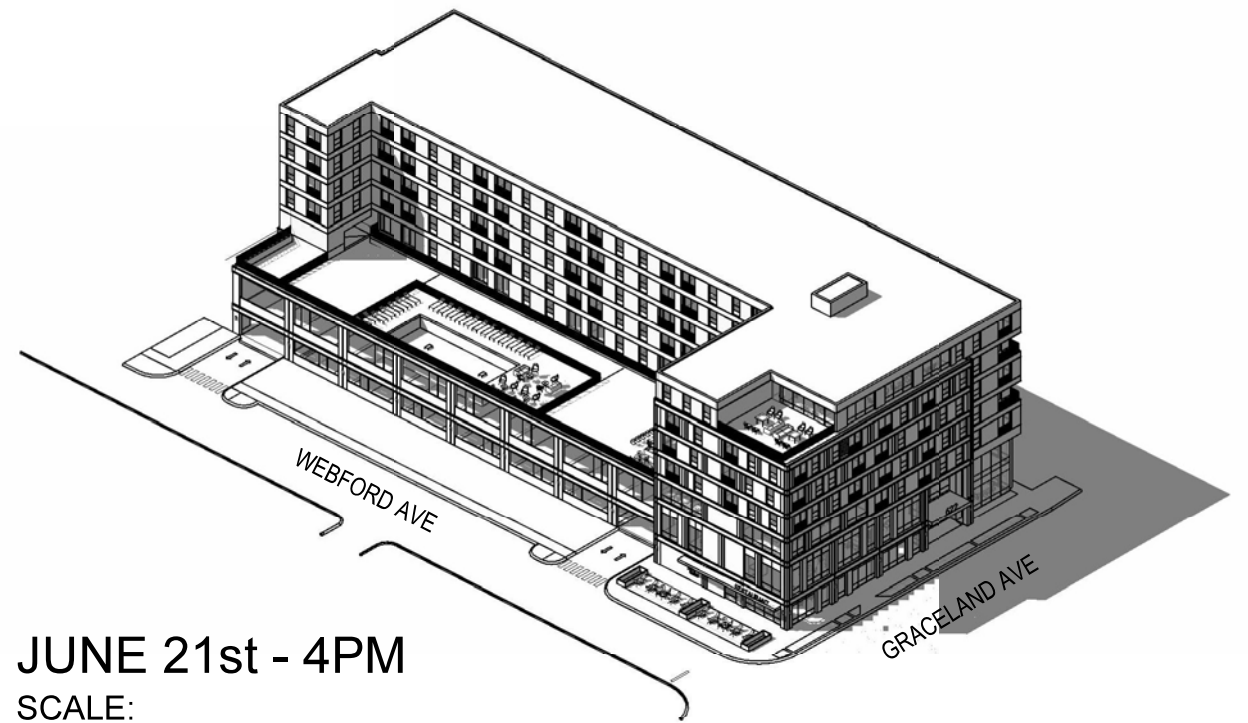
1 JUNE 21st -10AM  
SCALE:



2 JUNE 21st -12PM  
SCALE:



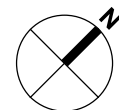
3 JUNE 21st -2PM  
SCALE:



4 JUNE 21st - 4PM  
SCALE:



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PROJECT



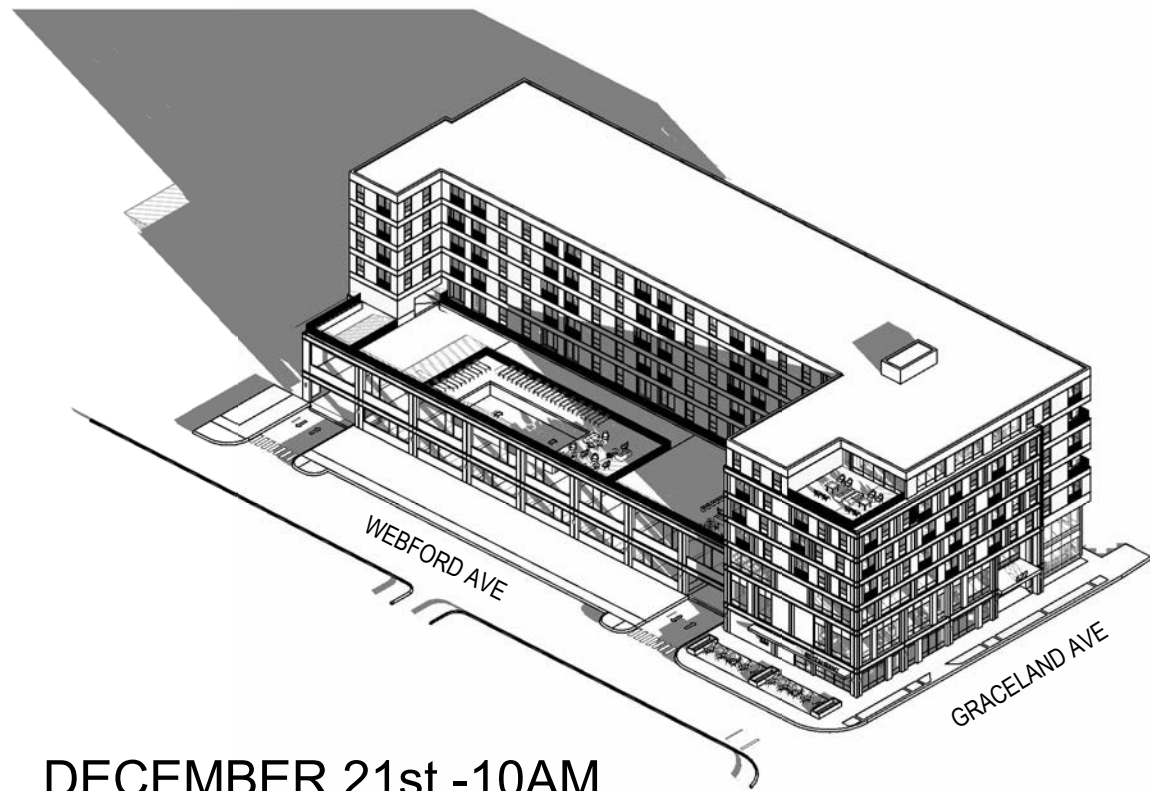
## SUN STUDY

### DES PLAINES MULTI-FAMILY

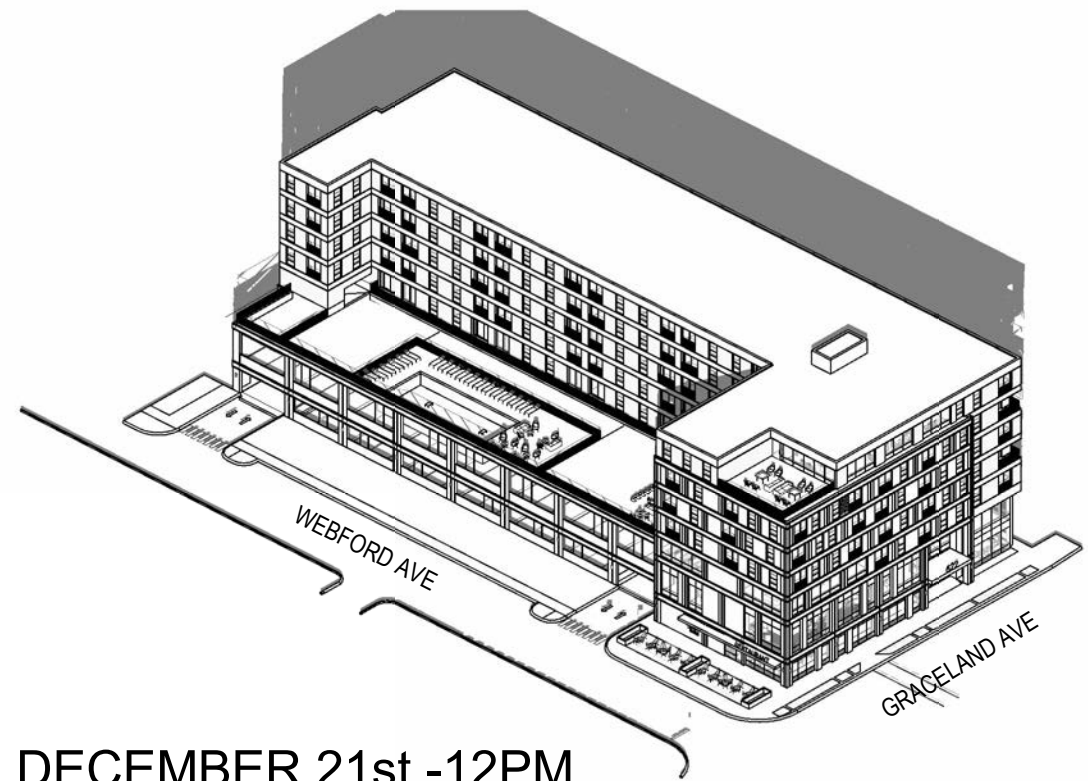
622 GRACELAND AVE.  
05/11/22 Project #: 21084

A.18

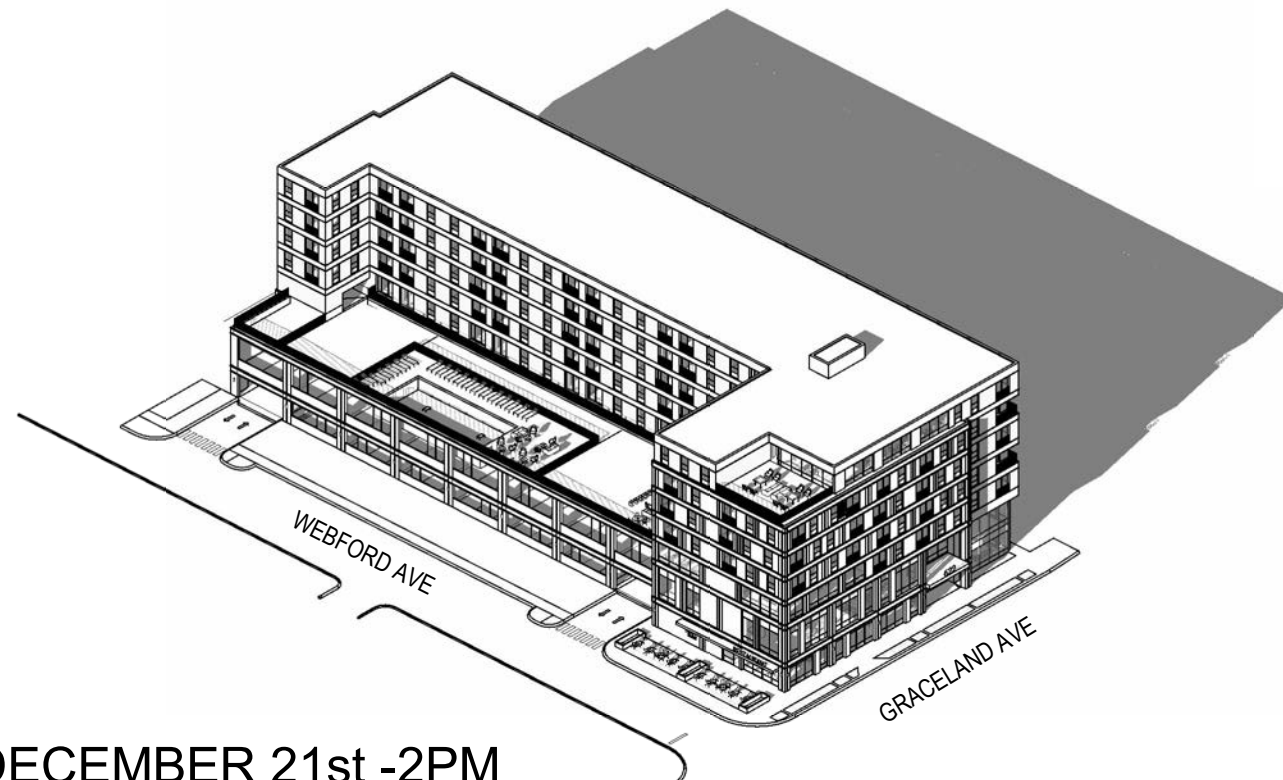




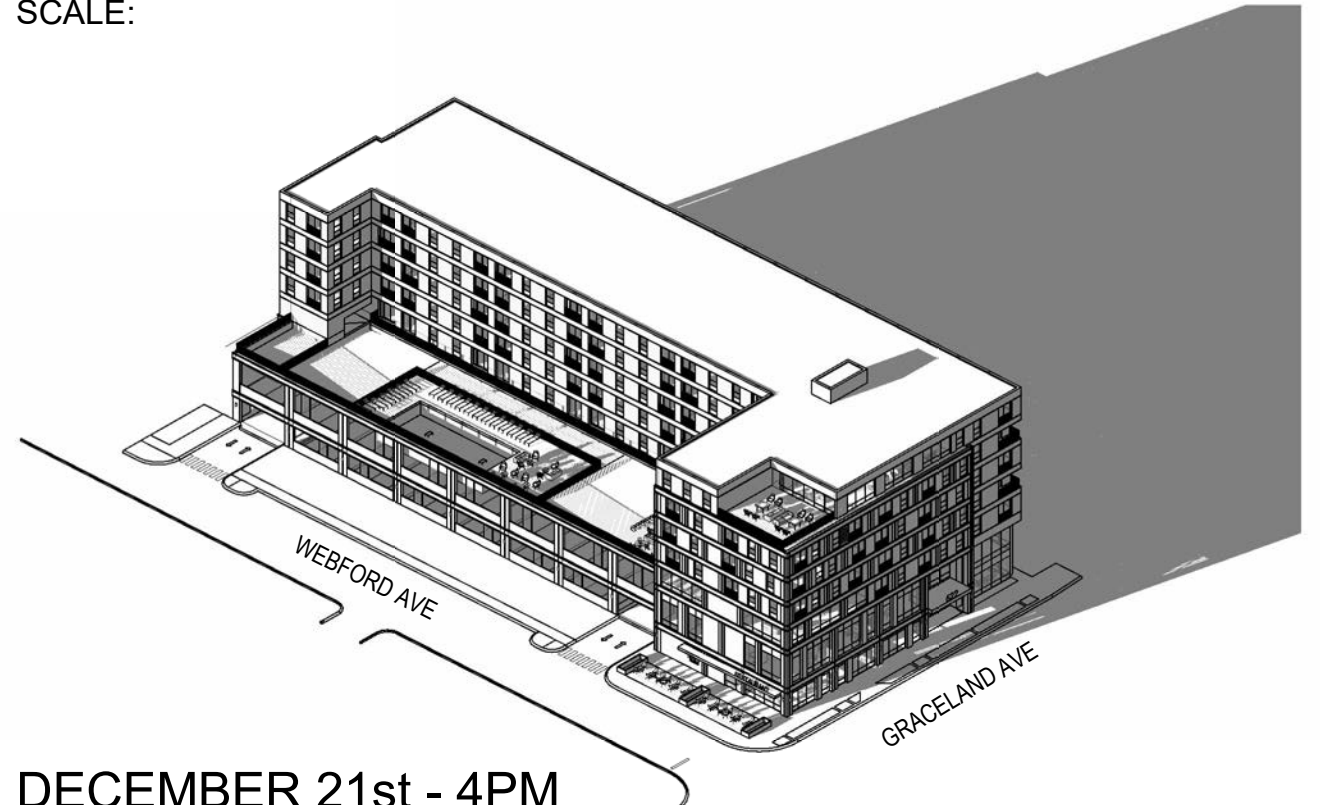
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SCALE:



2 DECEMBER 21st -12PM  
SCALE:



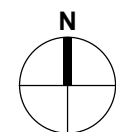
3 DECEMBER 21st -2PM  
SCALE:



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







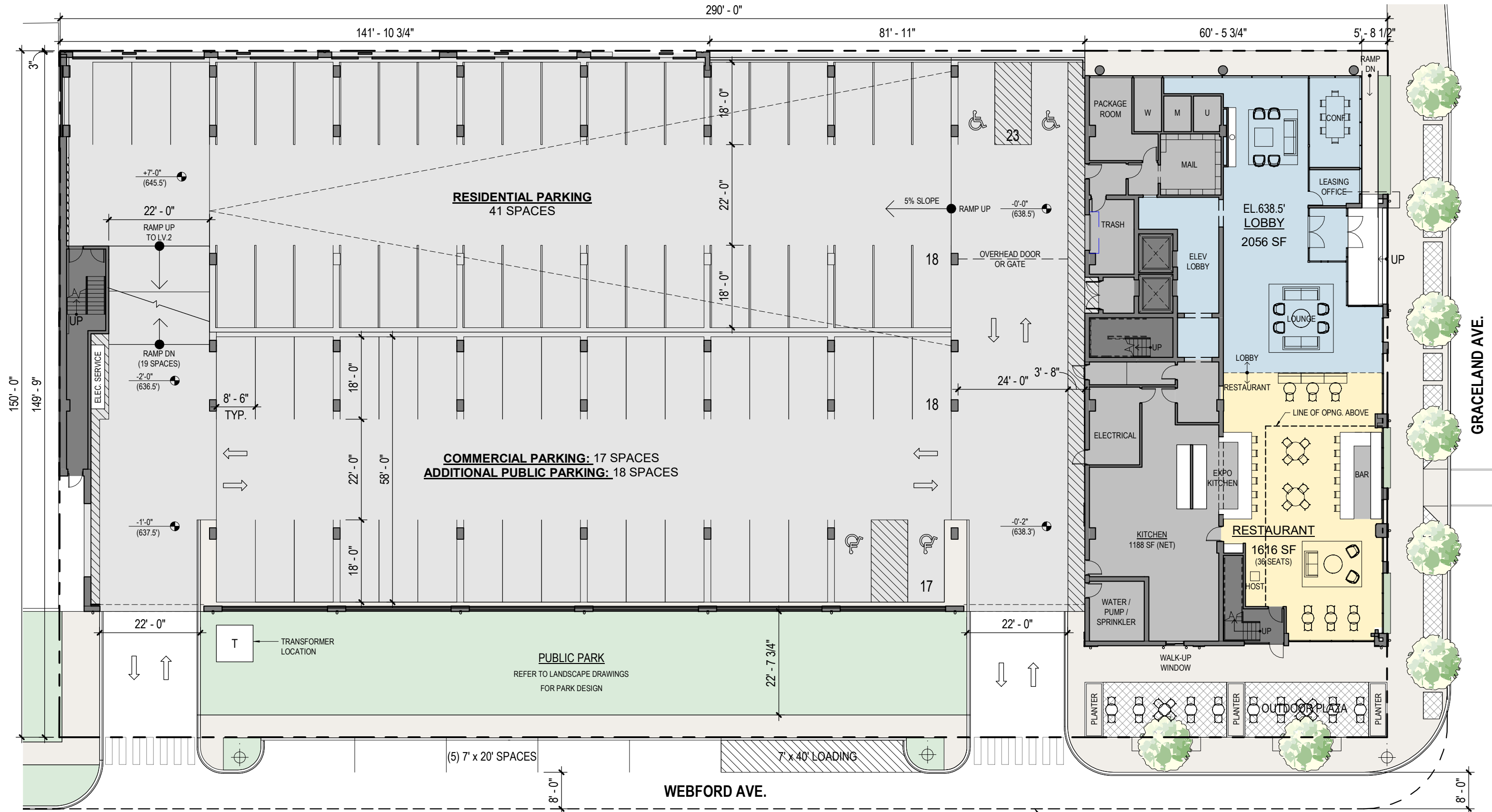


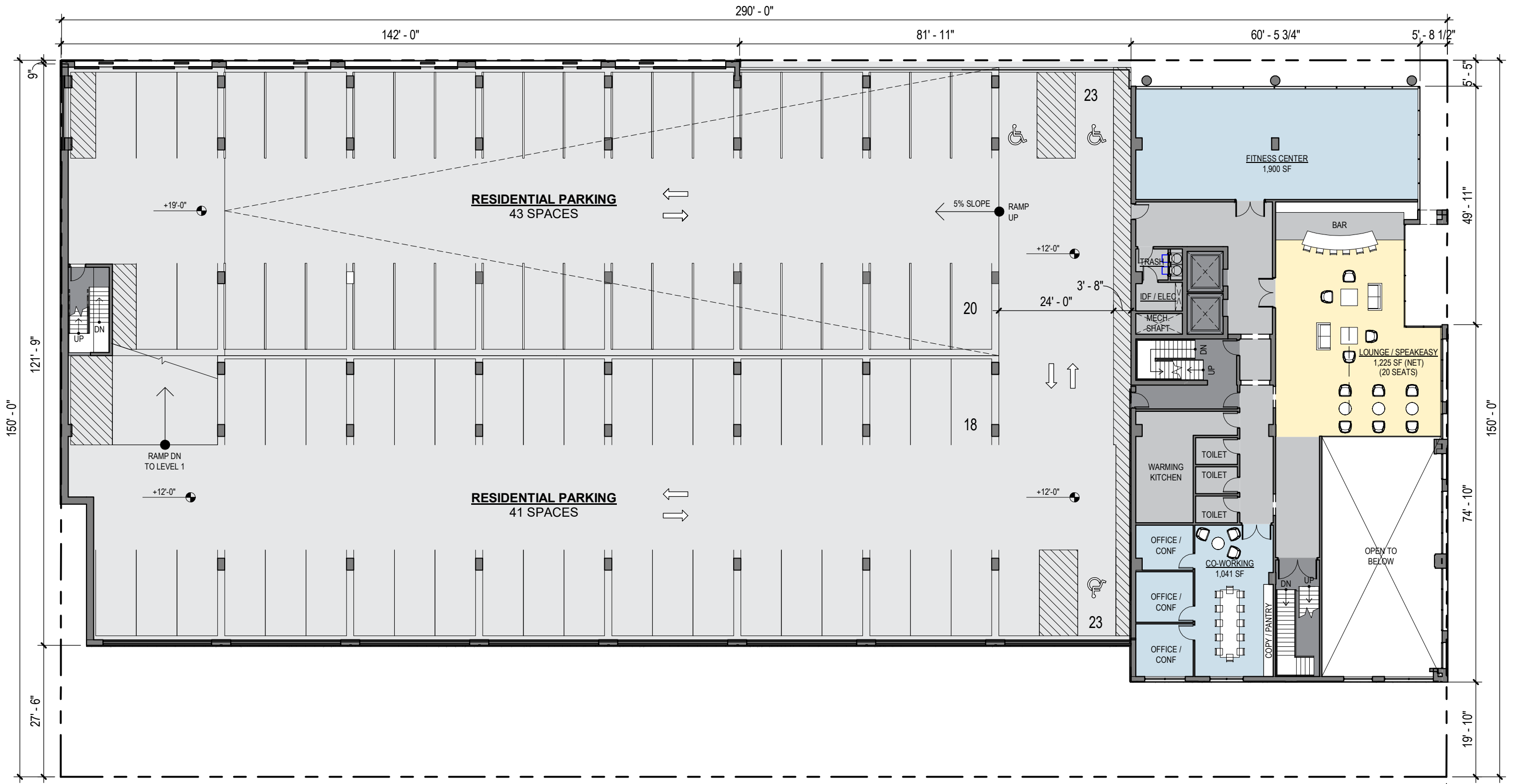








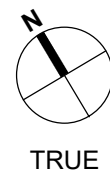




**1 LEVEL 02 - PARKING**  
SCALE: 1" = 20'-0"



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SCALE: 1" = 20'  
0 5' 10' 20'

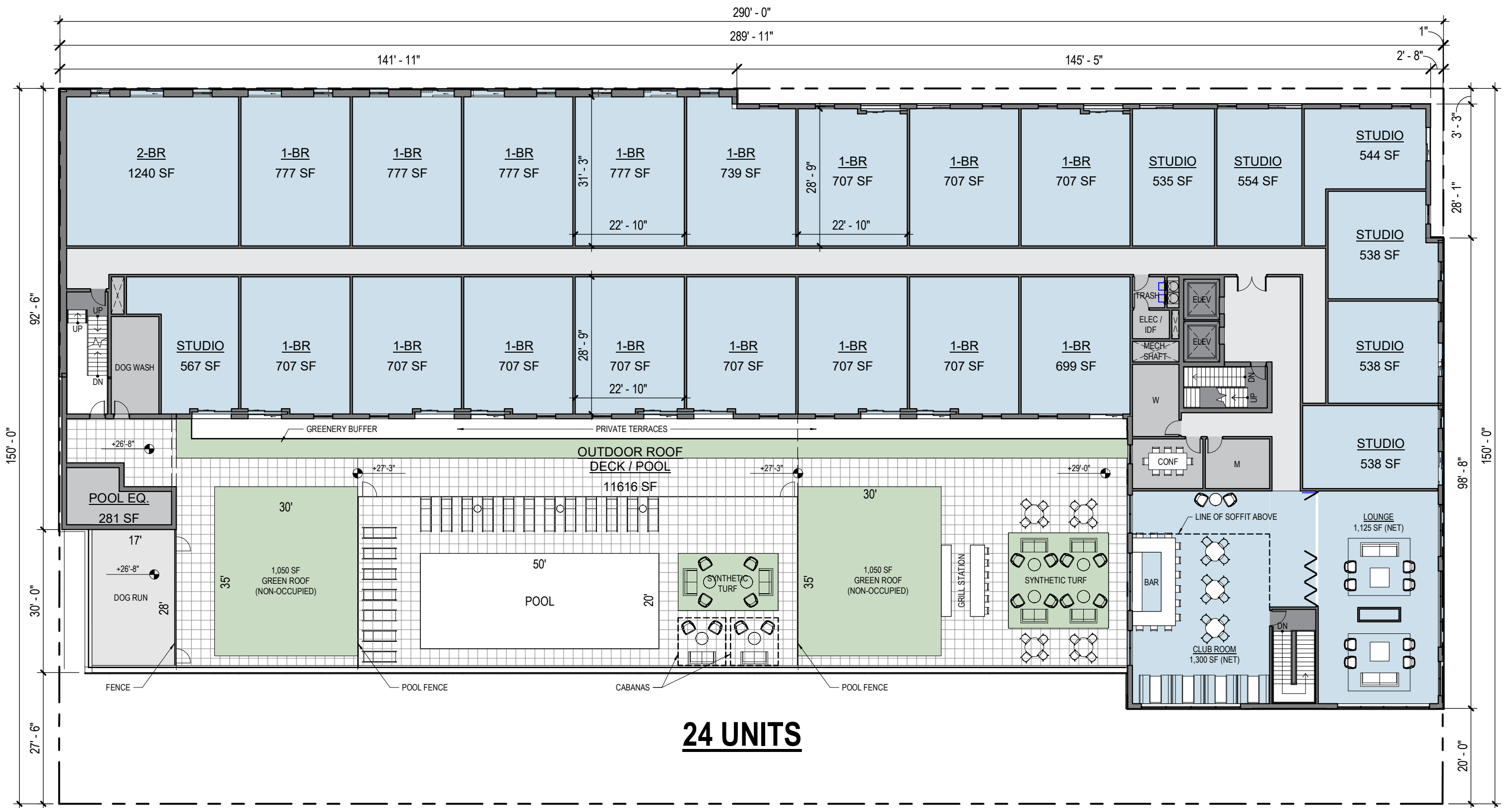


DES PLAINES MULTI-FAMILY

622 GRACELAND AVE.

05/11/22 Project #: 21084

**A.12**



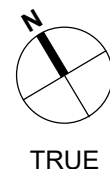
**24 UNITS**

**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'

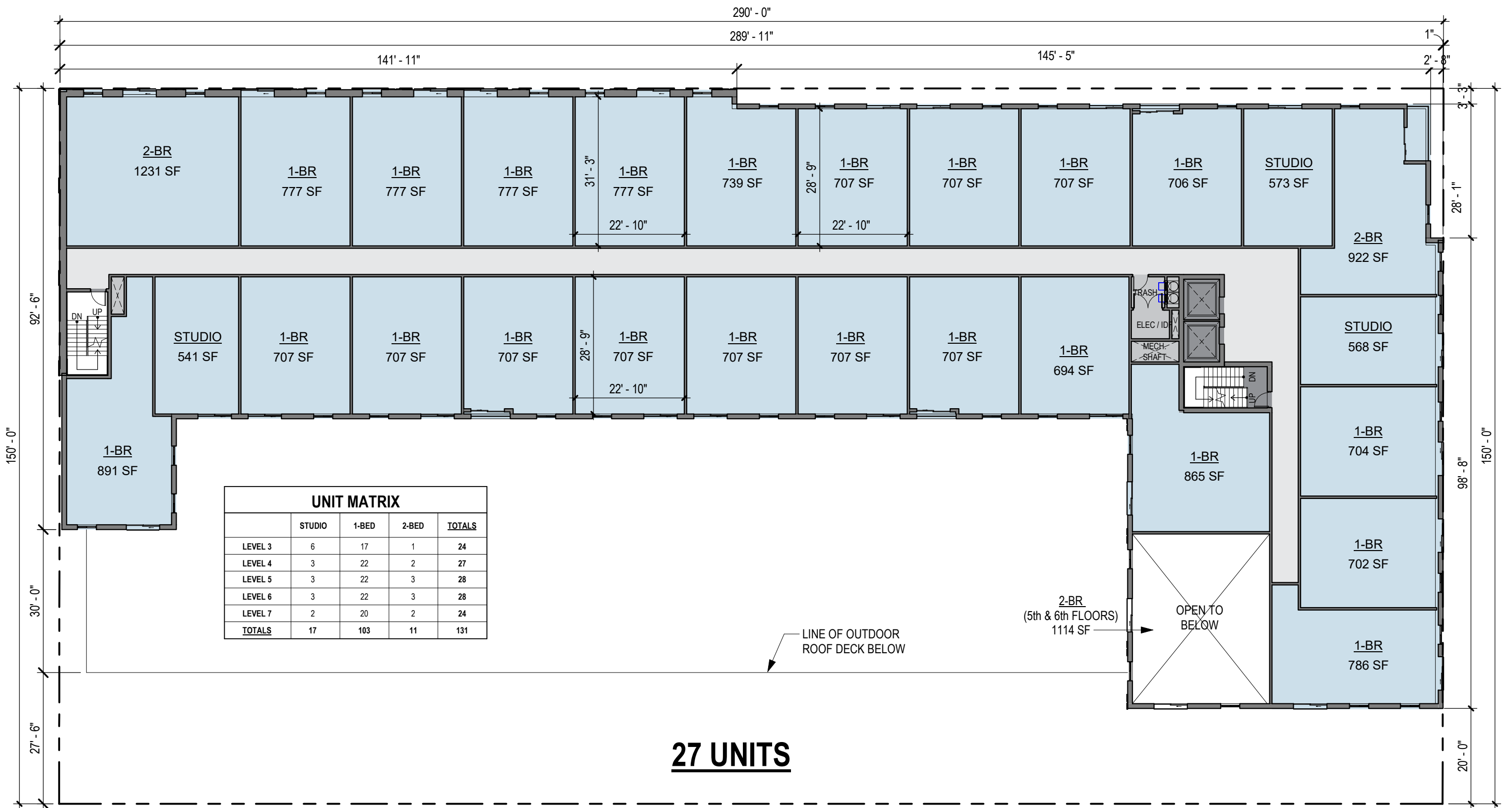


DES PLAINES MULTI-FAMILY

622 GRACELAND AVE.

05/11/22 Project #: 21084

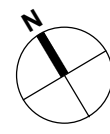
**A.13**



1 LEVEL 04  
SCALE: 1" = 20'-0"



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Chicago, IL 60661



TRUE

SCALE: 1" = 20'  
0 5' 10' 20'

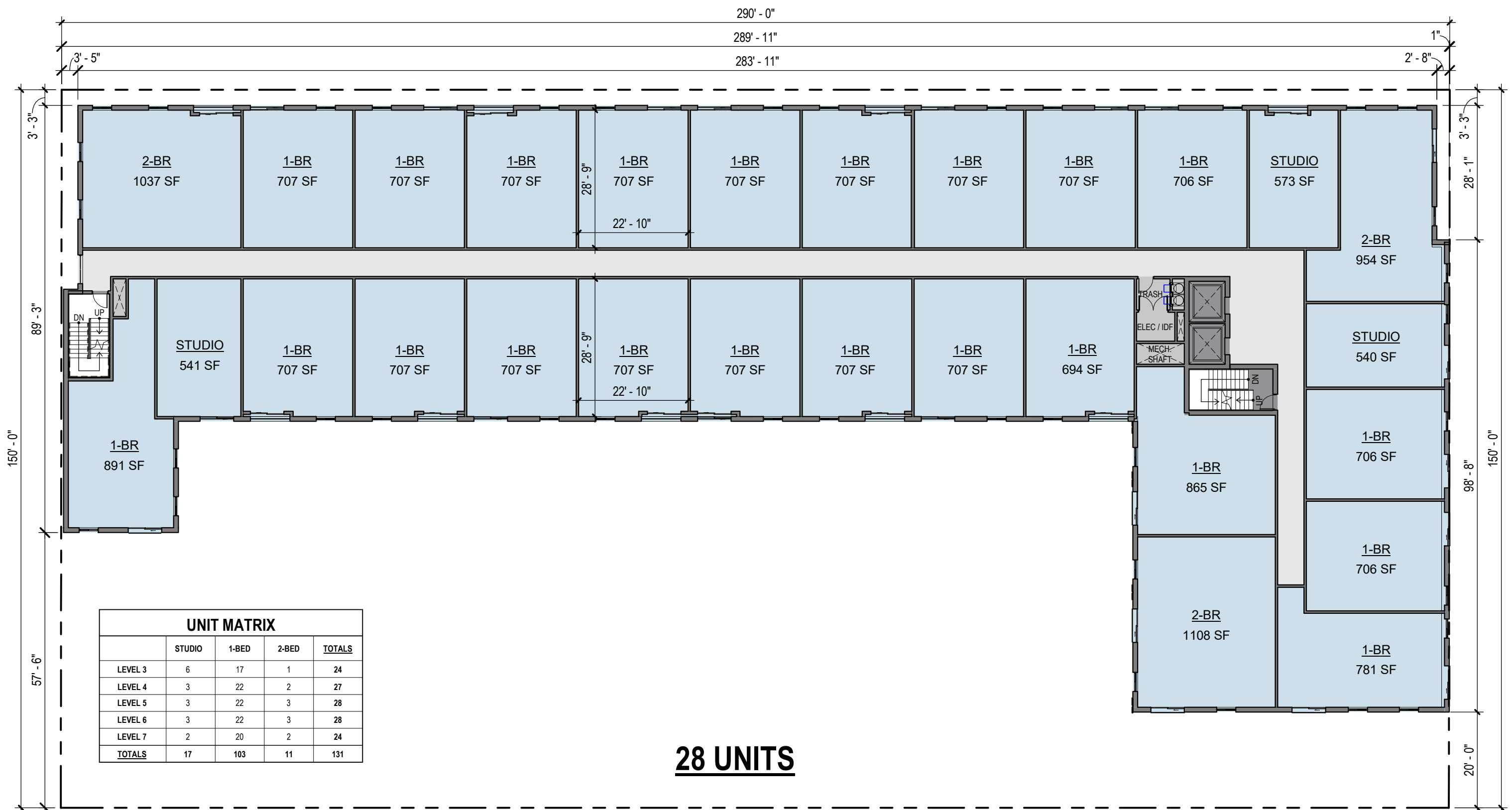


DES PLAINES MULTI-FAMILY

622 GRACELAND AVE.

05/11/22 Project #: 21084

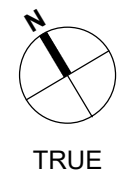
A.14



**1 LEVELS 05-06 TYPICAL RESIDENTIAL**  
SCALE: 1" = 20'-0"



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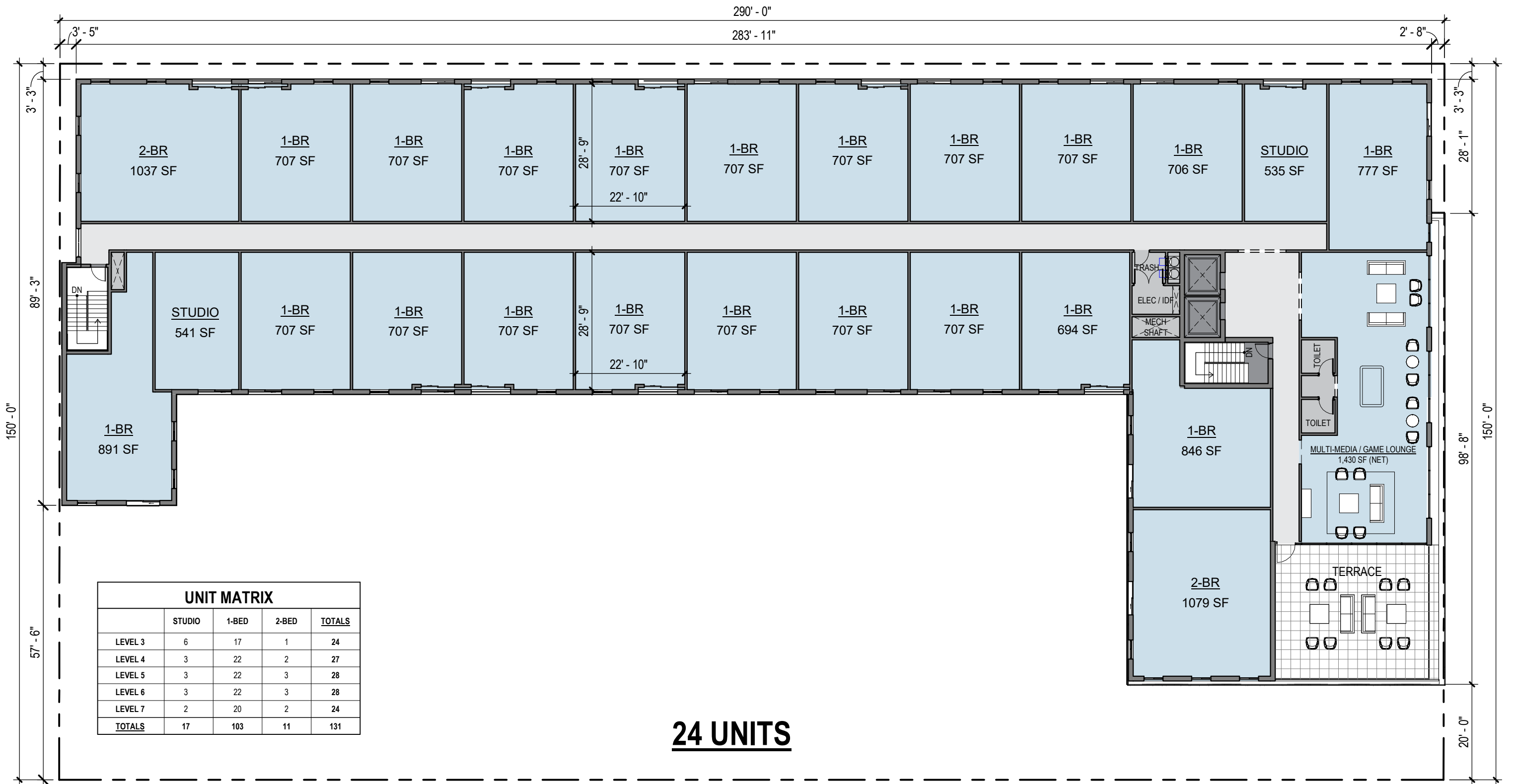


SCALE: 1" = 20'  
0 5' 10' 20'



**DES PLAINES MULTI-FAMILY**  
622 GRACELAND AVE.  
05/11/22 Project #: 21084

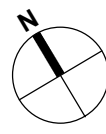
**A.15**



1 LEVEL 07  
SCALE: 1" = 20'-0"



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Chicago, IL 60661



TRUE

SCALE: 1" = 20'  
0 5' 10' 20'



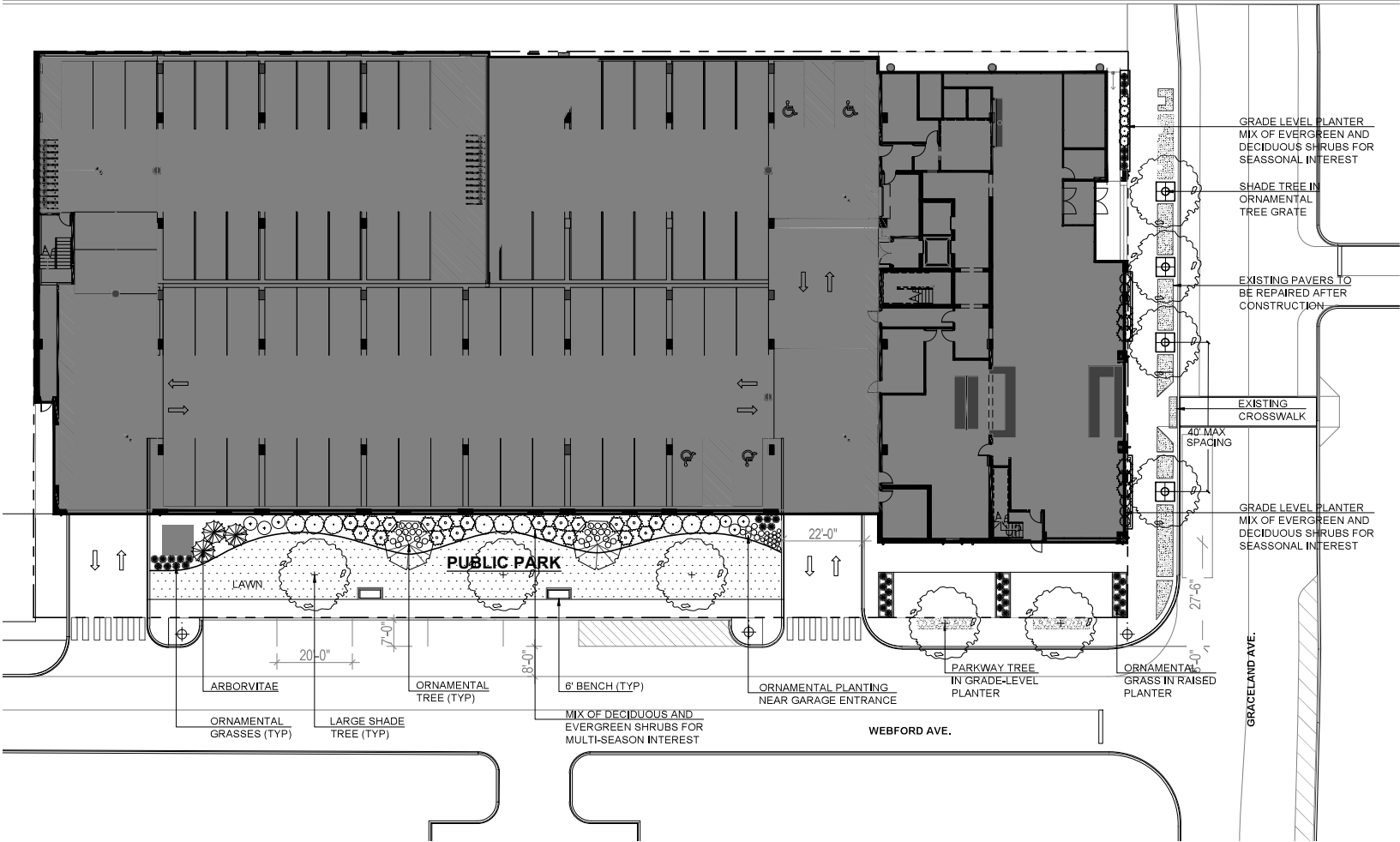
DES PLAINES MULTI-FAMILY

622 GRACELAND AVE.

05/11/22 Project #: 21084

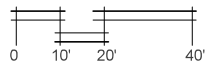
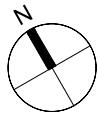
A.16





# PRELIMINARY LANDSCAPE PLAN

SCALE: 1" = 10'-0"



## 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

## PLANT KEY

- SHADE TREE
- ORNAMENTAL TREE
- DECIDUOUS SHRUB
- EVERGREEN SHRUB
- PERENNIAL
- ORNAMENTAL GRASS
- GROUNDCOVER

622 GRACELAND AVE

DESPLAINES MULTIFAMILY

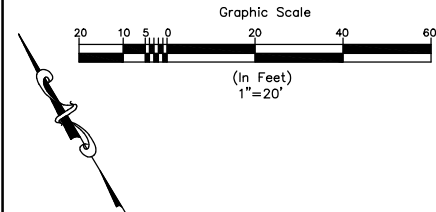
DESPLAINES, ILLINOIS  
Attachment 11

Kathryn Talty  
landscape architecture

Winnetka, Illinois 60093  
847.612.5154  
www.kmtaltydesign.com

DATE: 05.11.22





# TENTATIVE PLAT OF GRACELAND-WEBFORD SUBDIVISION

P.I.N.s 09-17-306-036-0000  
09-17-306-038-0000  
09-17-306-040-0000

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.

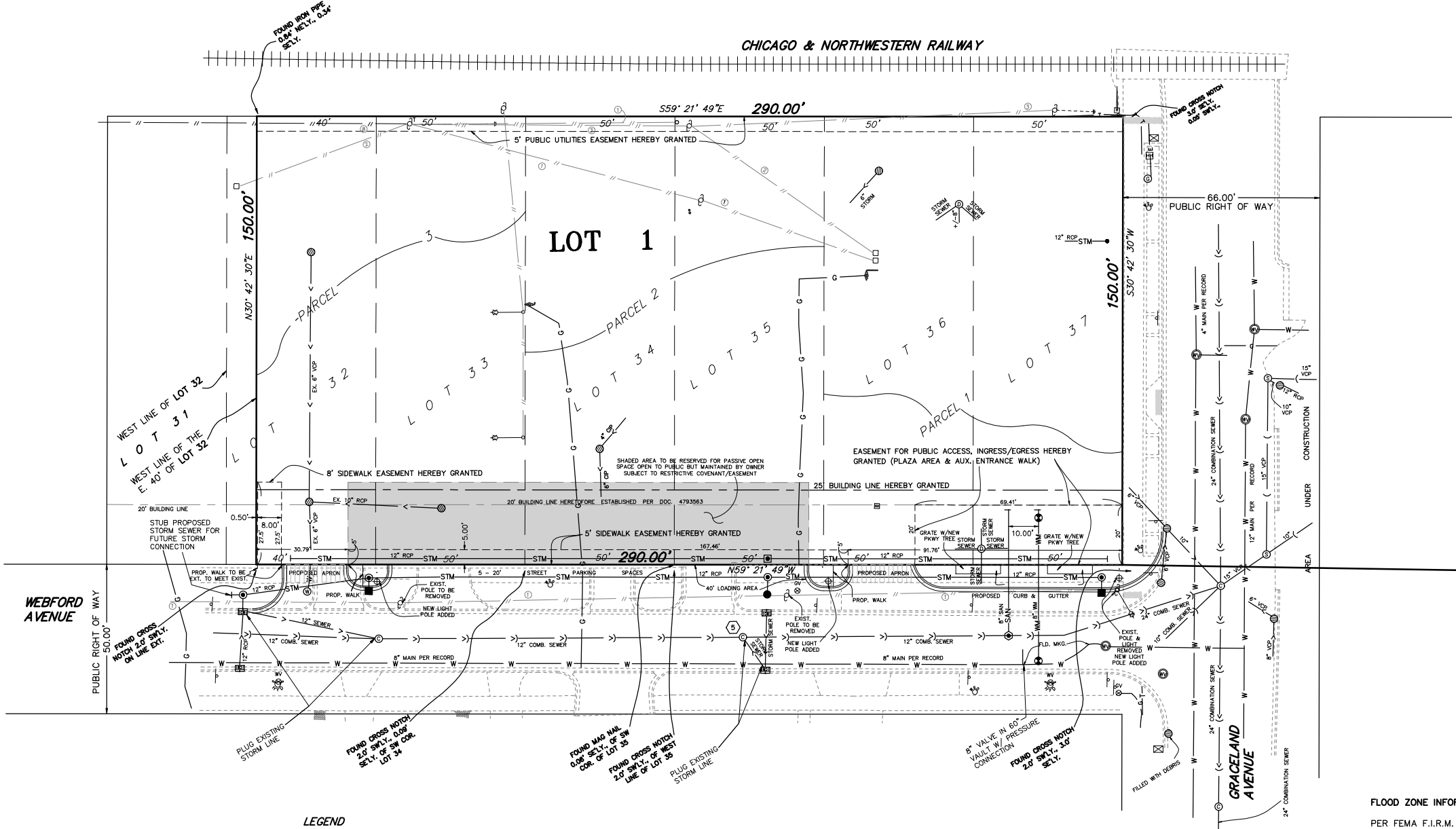
PROPERTY COMMONLY KNOWN AS: 1368 WEBFORD AVE., DES PLAINES, IL. 60016 CONTAINING: 7,503.12 SQ. FT., 0.17 AC. (MORE OR LESS)

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	EXISTING RIGHT OF WAY PAVED IMPROVEMENTS	UNDERGROUND ELECTRIC
GAS VALVE	WATER VALVE VAULT	PROPOSED STORM INLETS	PROPOSED CURB AND GUTTER	UNDERGROUND TELEPHONE
UTILITY POLE	TRAFFIC SIGNAL CONTROL VAULT	PROPOSED STORM MANHOLE	OVERHEAD WIRES (# OF WIRES)	GAS MAIN
UTILITY POLE WITH TRANSFORMER	RAILROAD GATE ARM	SANITARY SEWER MANHOLE	STORM SEWER	WATER MAIN
"GUY" ANCHOR W/ WIRE	ELECTRIC HANDHOLE	PROPOSED SANITARY SEWER MANHOLE	PROPOSED STORM SEWER	PROPOSED WATER MAIN
LIGHT POLE	WATER METER VAULT	COMBINATION SEWER MANHOLE	SANITARY SEWER	
SIGN POST	CLOSED COVER DRAINAGE STRUCTURE	PROPOSED LIGHT POLE	PROPOSED SANITARY SEWER	
FIRE HYDRANT	OPEN COVER DRAINAGE STRUCTURE			
WATER SHUT OFF VALVE WITH 8" CASING	ELECTRIC DROPS (ON CONC)			
ELECTRIC METER (ON BLDGS.)				

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 F. 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. 17031C02175J, 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

JOSEPH F. GENTILE

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2925  
MY LICENSE EXPIRES NOVEMBER 30, 2022



OWNER:

COMPASSPOINT DEVELOPMENT LLC  
202 S. COOK ST.  
SUITE 210  
BARRINGTON, IL 60010

CONTACT: JOE TAYLOR III  
773.706.4301

GENTILE & ASSOCIATES, INC.  
PROFESSIONAL LAND SURVEYORS  
550 E. ST. CHARLES PLACE  
LOMBARD, ILLINOIS 60148  
PHONE (630) 916-6262

PREPARED FOR: RWG ENGINEERING, LLC  
DRAWN BY: VAF  
ORDER NO.: 22439-22 SUBD (TENT.)  
ILLINOIS PROFESSIONAL DESIGN  
FIRM LICENSE NO. 184.002870

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

# 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](http://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**

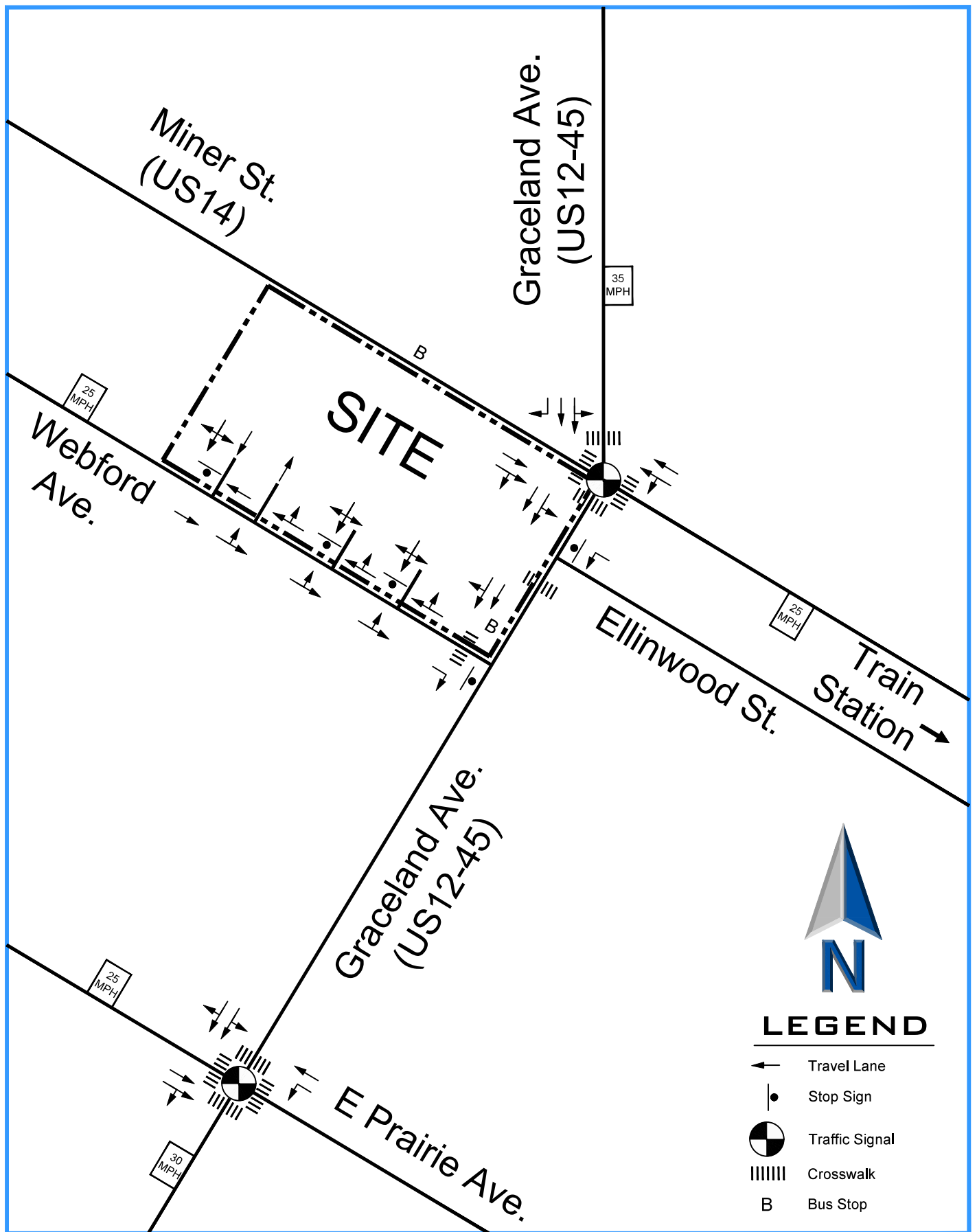
Weekday morning (7:00 to 9:00 AM) and afternoon (4:00 to 6:00 PM) manual counts of pedestrians and vehicles were conducted in January 2022 on Graceland Avenue at Miner Street, Webford Avenue, and Prairie Avenue and at the existing site driveways (four).

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.

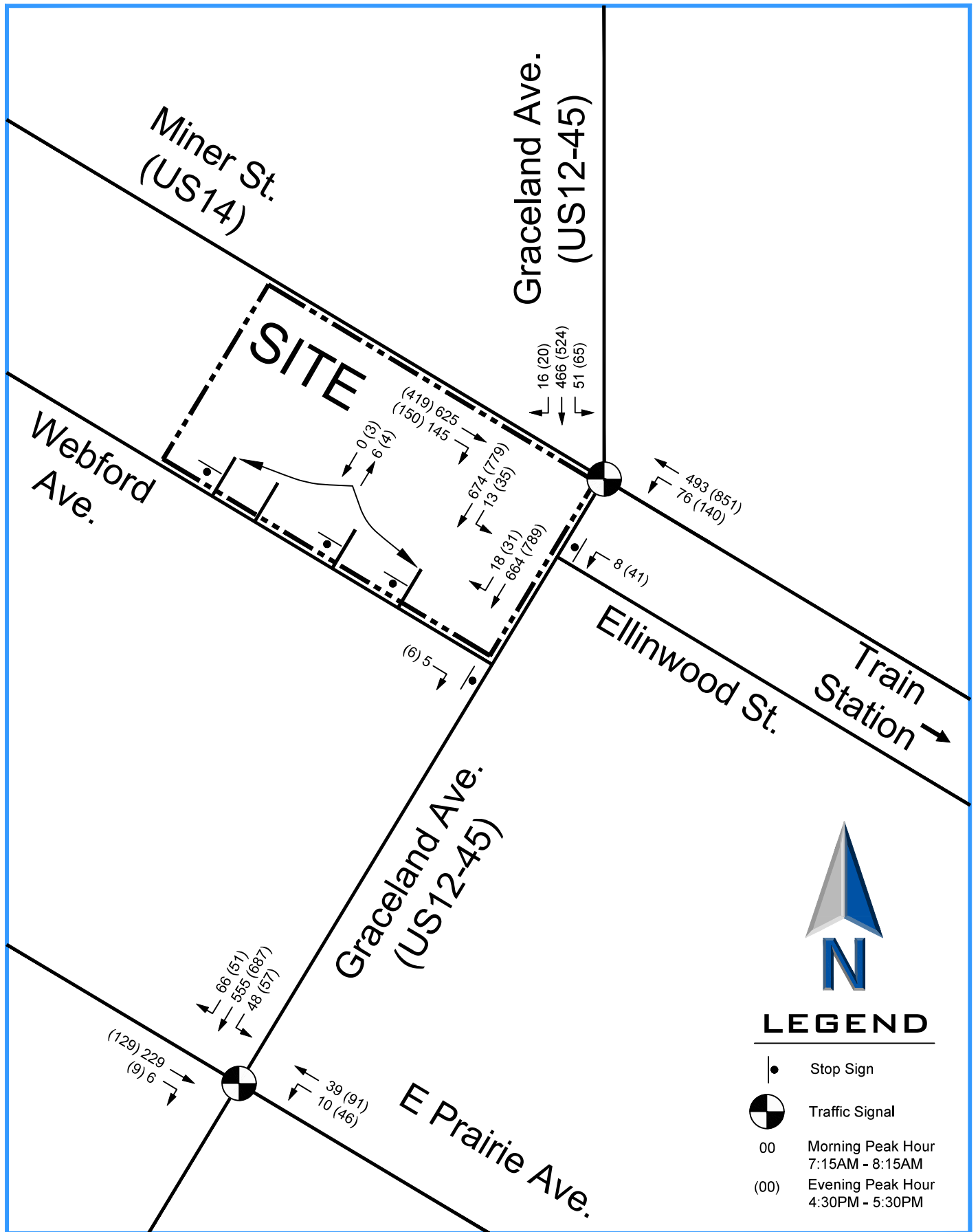
**Figures 3 and 4** illustrates the existing vehicular and pedestrian volumes respectively. Copies of the counts can be found in the **Appendix**.







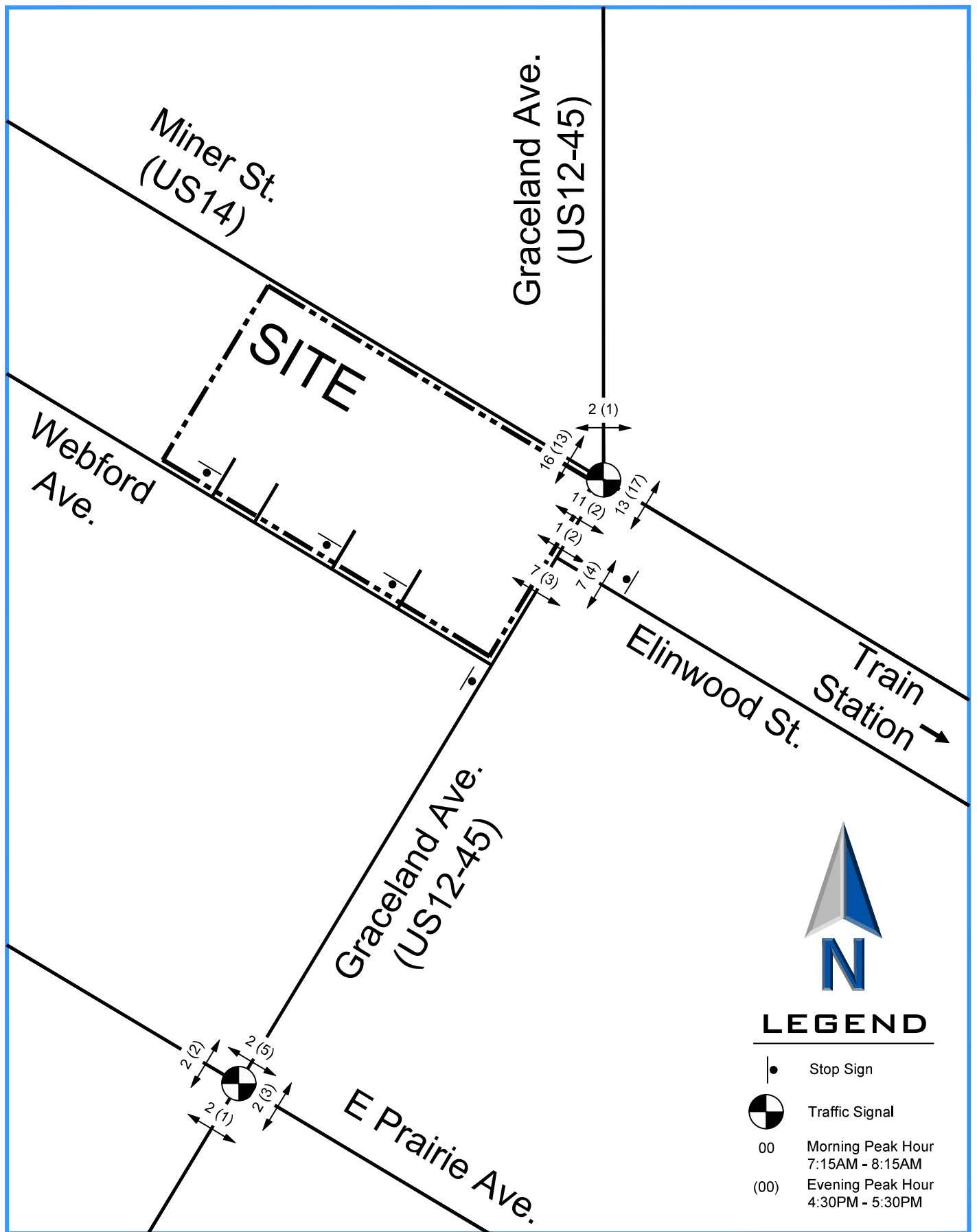




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## 2022 Existing Traffic Volumes

Figure 3



## 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, 11<sup>th</sup> 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
<b>Development Total</b>			<b>25</b>	<b>20</b>	<b>45</b>	<b>32</b>	<b>31</b>	<b>63</b>
<b>City Lot and Newspaper Existing Volumes</b>			<b>-6</b>	<b>-0</b>	<b>-6</b>	<b>-4</b>	<b>-3</b>	<b>-7</b>
<b>Net Additional Traffic</b>			<b>+19</b>	<b>+20</b>	<b>+39</b>	<b>+28</b>	<b>+28</b>	<b>+56</b>

### 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%
<b>Total</b>	<b>100%</b>	<b>100%</b>

### Site Traffic Assignment

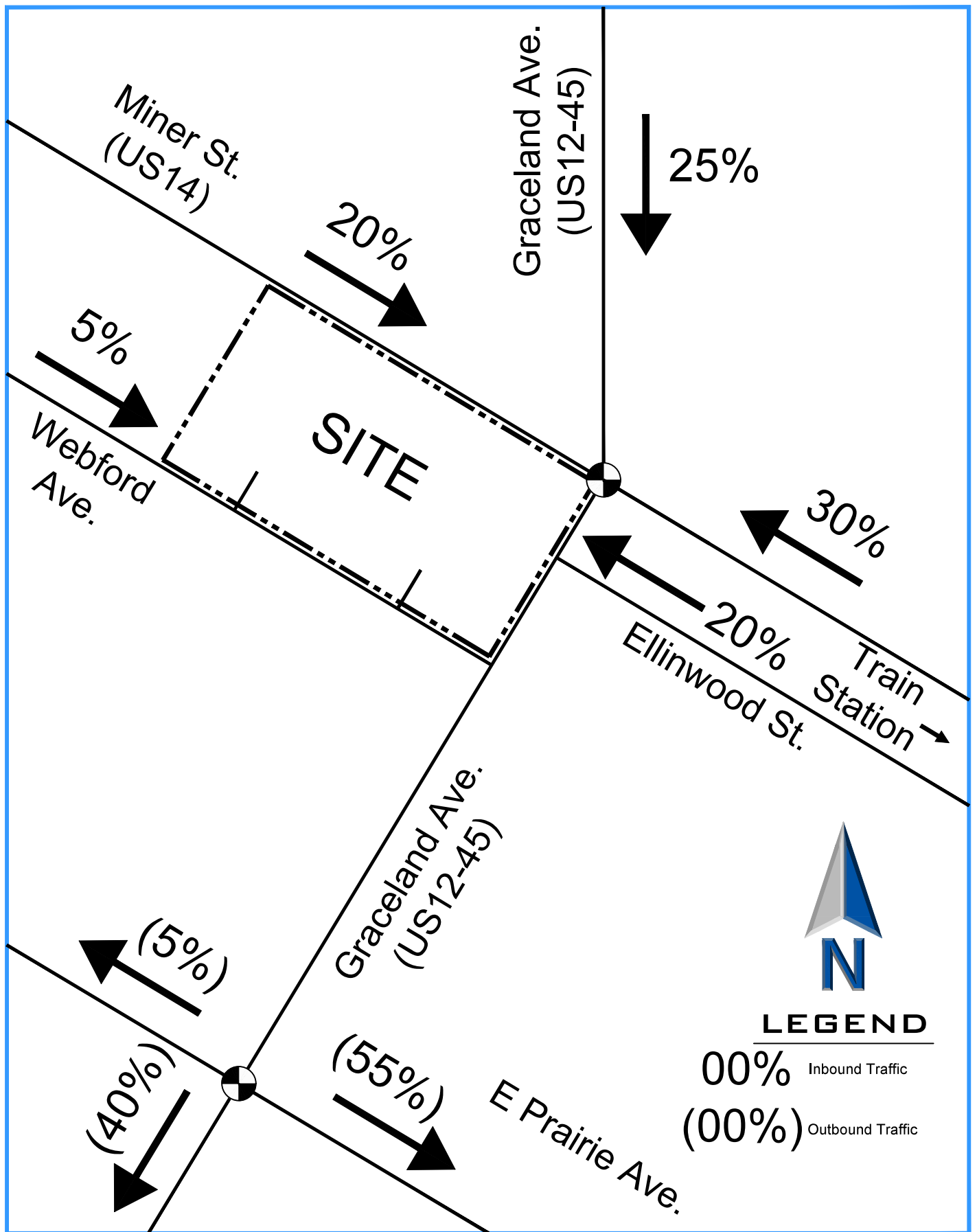
Based on trip generation and directional distribution estimates, the site generated traffic was assigned to the proposed access drive and area roadways for each phase. **Figure 6** shows the resulting traffic assignments.

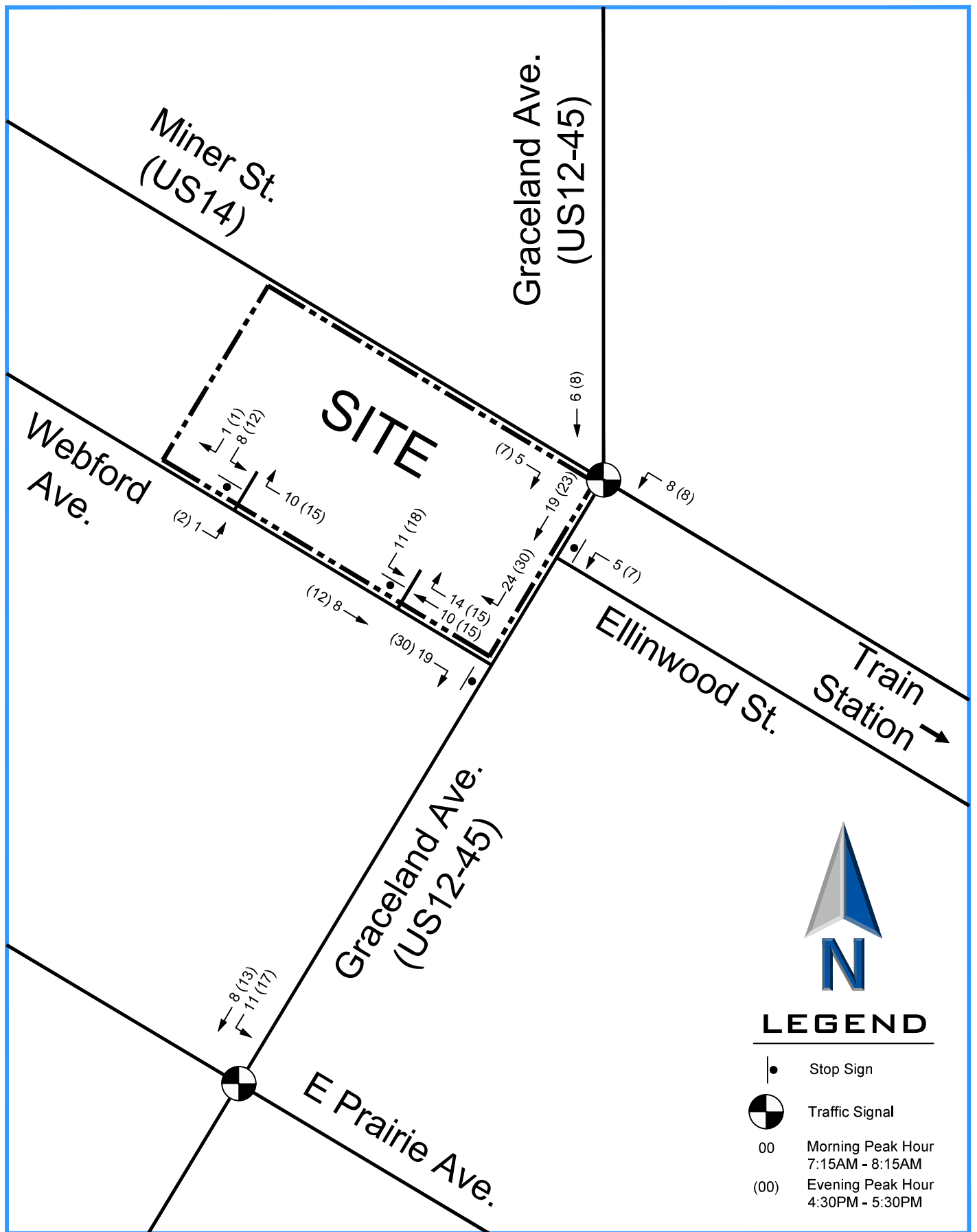
### Total Traffic Volumes

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**.

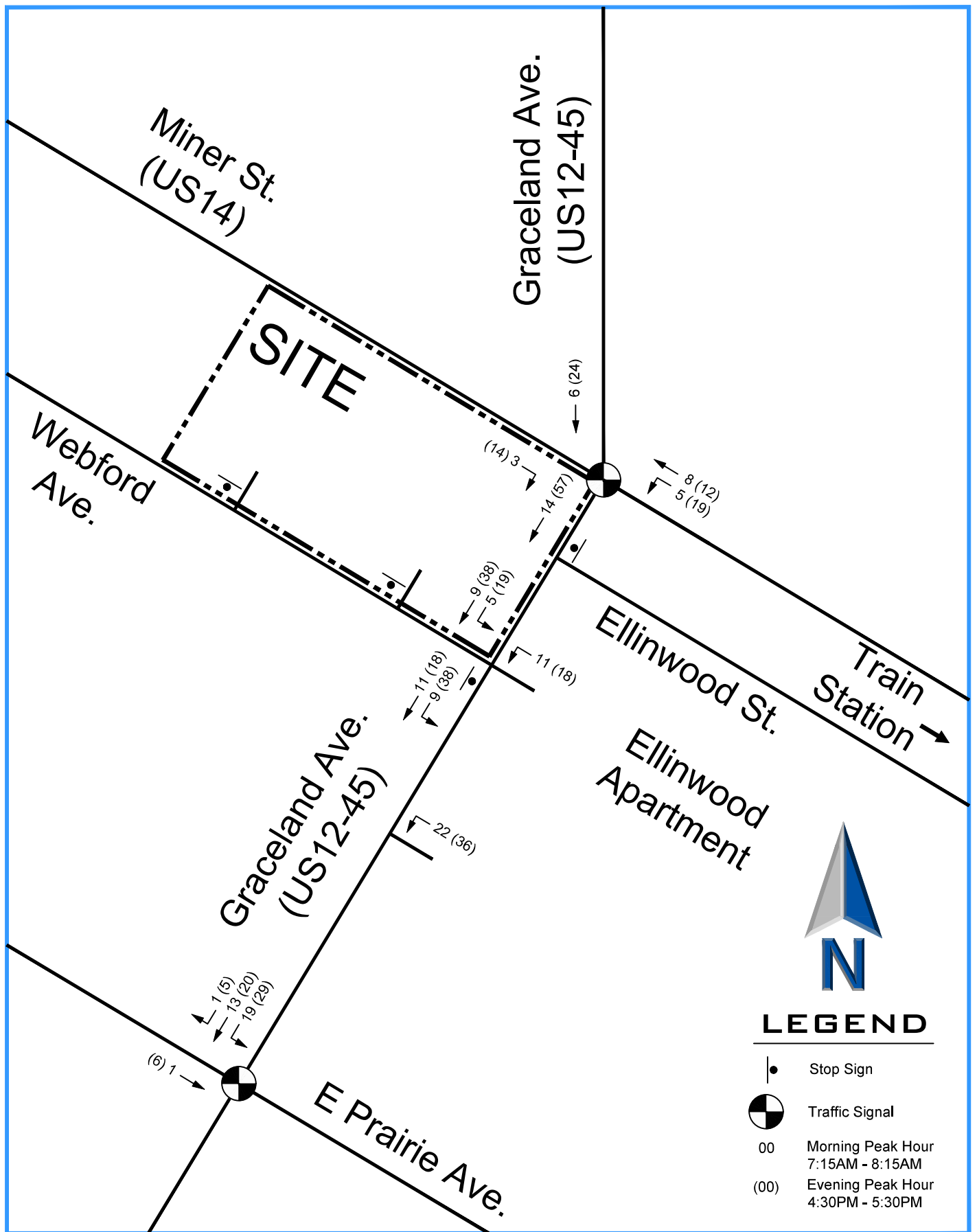
The existing adjusted traffic volumes and annual growth in these volumes were combined to estimate the amount of traffic in the future without the development. The existing traffic volumes were increased by 0.5% a year to account for traffic growth in the area. A five-year time frame was used (Year 2028). **Figure 8** shows the projected traffic volumes in the study area without the development.

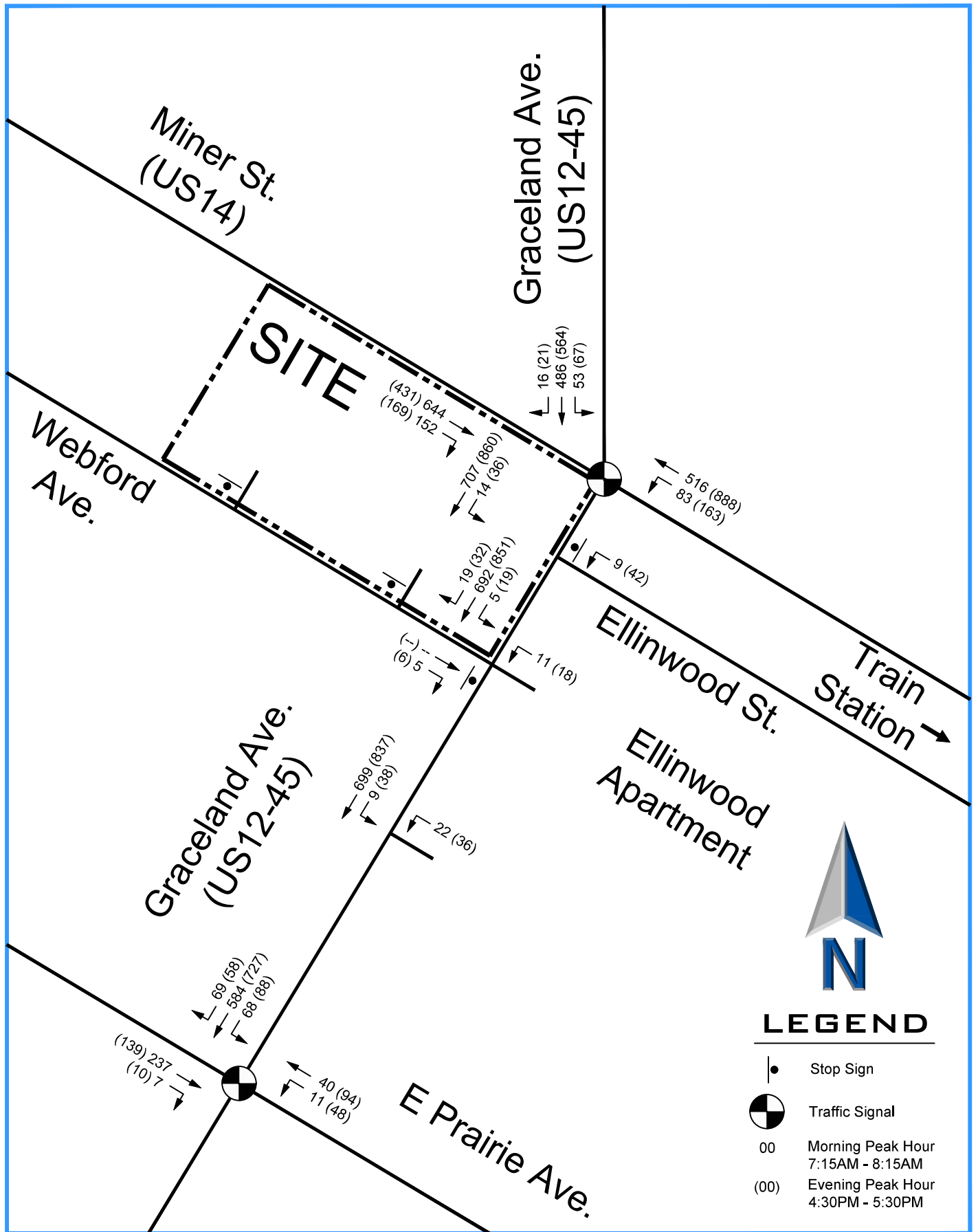
The total traffic volumes with the development were calculated by combining the volumes in Figures 6, 7, and 8. The projected traffic volumes are shown in **Figure 9**.



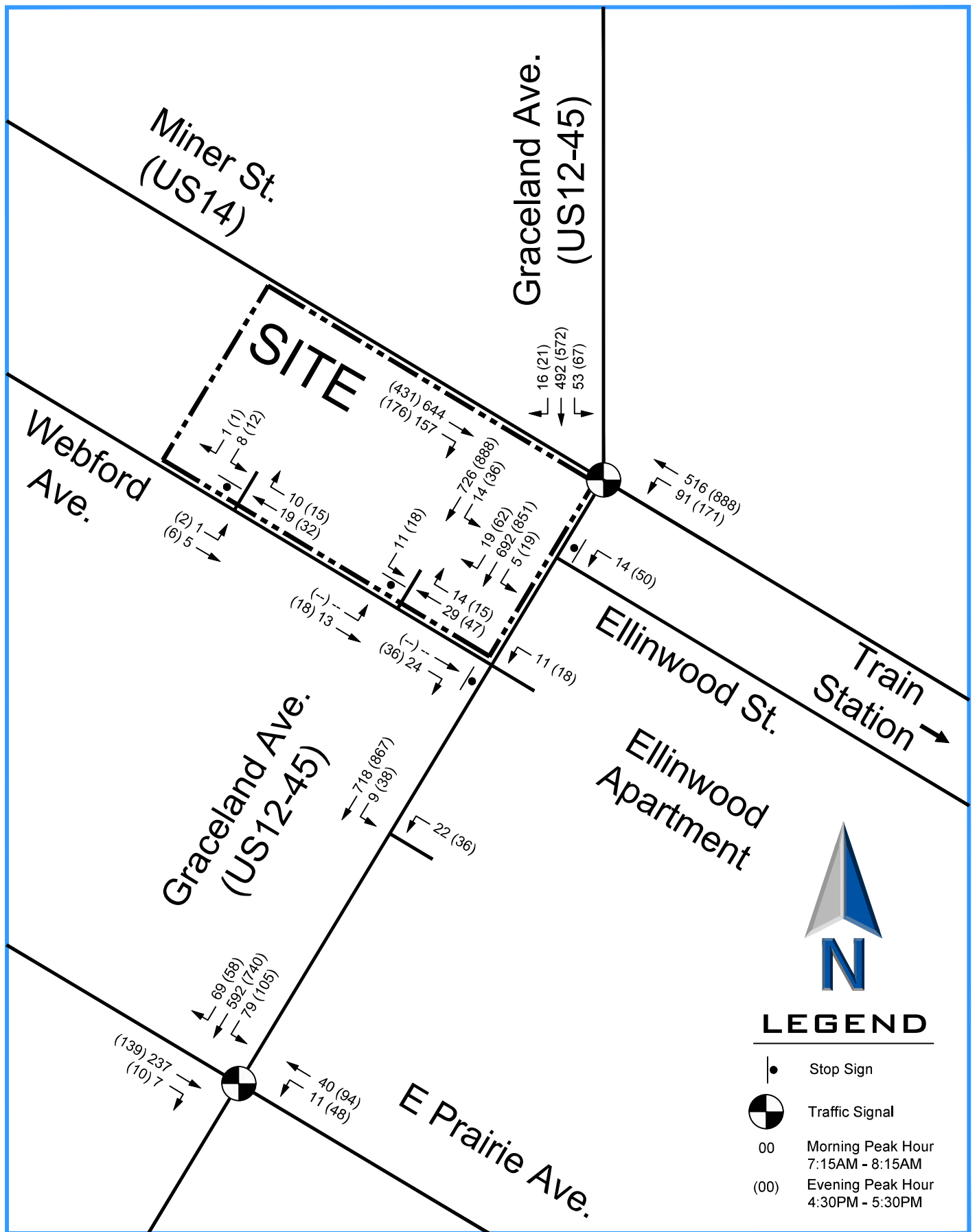








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### 3 – ANALYSES

#### 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 20<sup>th</sup> thru Wednesday morning on April 27<sup>th</sup>. 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 <sup>(1)</sup>	18	5
	Peak <sup>(2)</sup>	19	10
	Difference	+2	+5
	Average <sup>(3)</sup>	18	7
PM Peak	Original <sup>(1)</sup>	31	6
	Peak <sup>(2)</sup>	42	13
	Difference	+11	+7
	Average <sup>(3)</sup>	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 4<sup>th</sup>, 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.

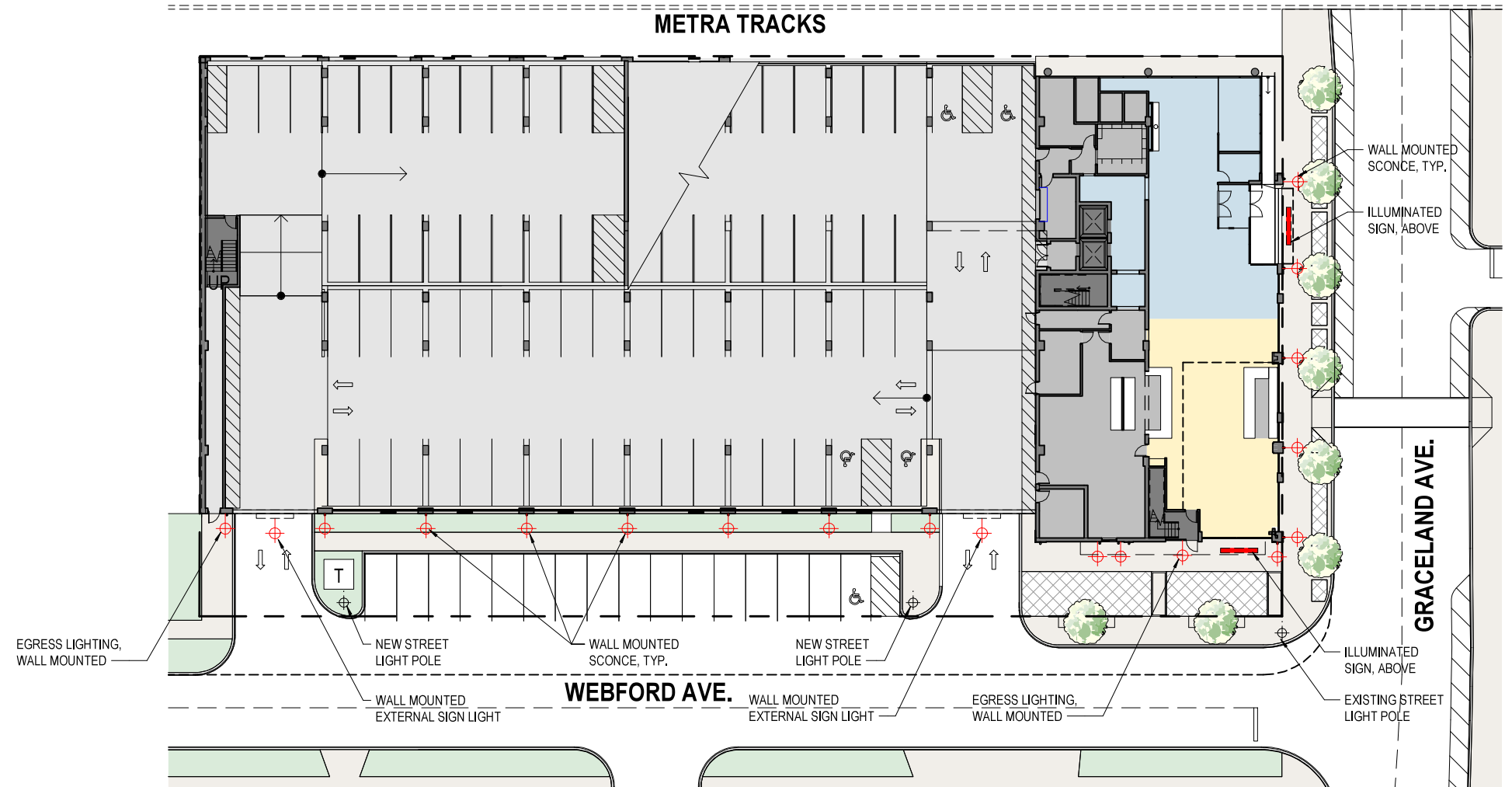
After receiving feedback during planning and zoning meetings the developer has provided modified plans which has maintained sufficient access points for the project as requested and required by building codes. The Compass Point Development project discussion has raised some concern regarding the fire 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.

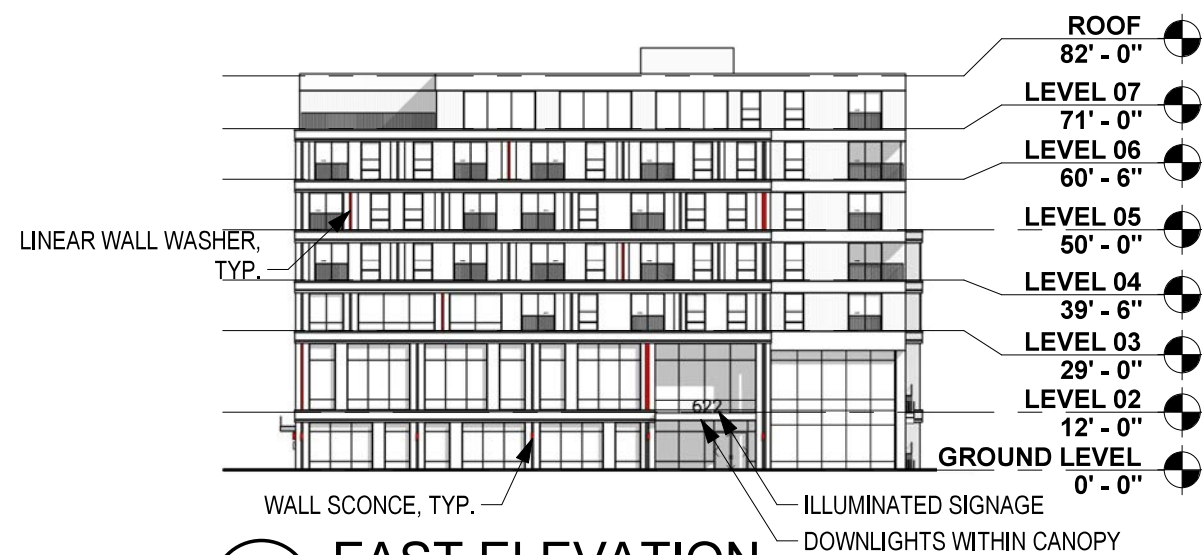
There was a question regarding how our tower ladder compares to those in service in the Chicago Fire Department. The Chicago Fire Department has approximately 60 aerial ladder trucks dispersed throughout their service area and are typically 95 to 105 feet in length. The Chicago Fire Department does have 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.

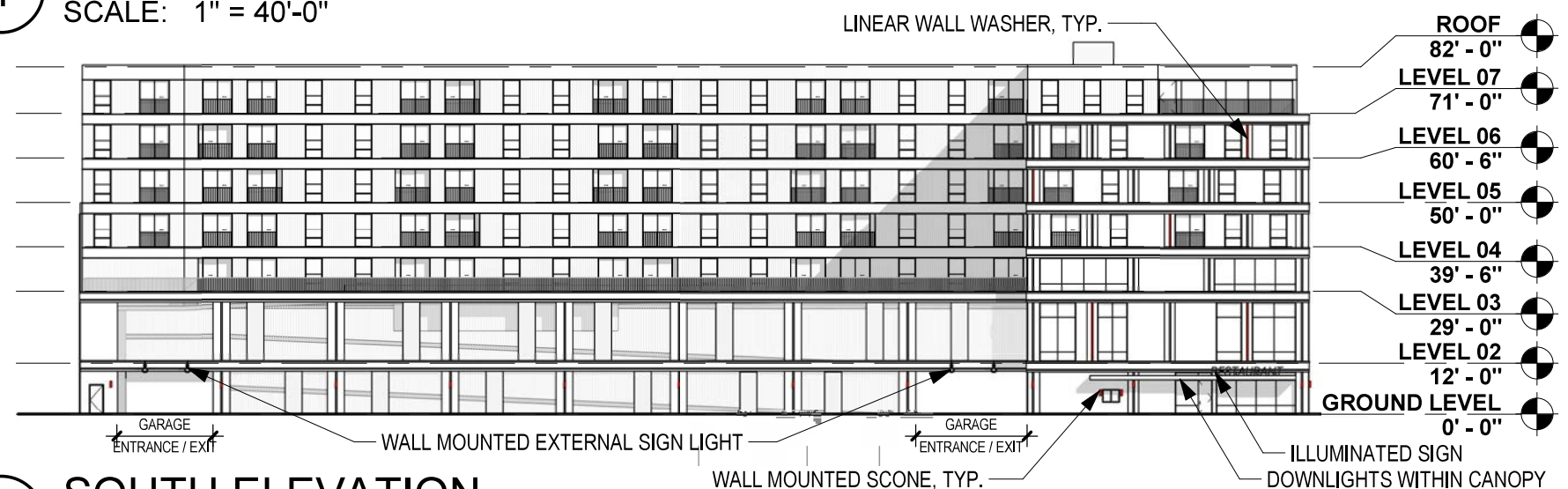
Fire Department staff will continue to review any and all submissions regarding this project and make the appropriate recommendations to address any concerns that may be raised.



**1 SITE - LIGHTING DIAGRAM**  
SCALE: 1" = 40'-0"



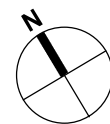
**3 EAST ELEVATION**  
SCALE: 1" = 40'-0"



**2 SOUTH ELEVATION**  
SCALE: 1" = 40'-0"



**OKW ARCHITECTS**  
600 W. Jackson, Suite 250  
Chicago, IL 60661



SCALE: 1" = 40'  
0 10' 20' 40'



**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, 3<sup>rd</sup> 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 Szabo', written in a cursive style.

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 <sup>10</sup>
Center, Adult Day Service	C	C <sup>10</sup>
Commercial Outdoor Recreation	C	--
Commercial Shopping Center	P	--
Consumer Lender	C	--
Convenience Mart Fueling Station	C <sup>4</sup>	--
Domestic Pet Service	C <sup>11,12</sup>	--
<b>Dwellings, Multiple-Family</b>	--	<b>P<sup>3</sup></b>
Leasing/Rental Agents, Equipment	C	--
Motor Vehicle Sales	C <sup>5</sup>	--
Government Facility	--	P
Radio Transmitting Towers, Public Broadcasting	C	--
<b>Restaurants (Class A and Class B)</b>	<b>P</b>	<b>P</b>
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
<b><i>Maximum Height</i></b>	45 feet	100 feet

<b>Minimum Front Yard<sup>1</sup></b> -Adjacent Residential:  -Adjacent Other:	-Setback of Adjacent Residential district -5 feet	-Setback of Adjacent Residential district -Not applicable
<b>Minimum Side Yard</b> -Adjacent Residential:  -Adjacent Other:	-Setback of Adjacent Residential district -5 feet if abutting street	-Setback of Adjacent Residential district -5 feet if abutting street
<b>Minimum Rear Yard</b> -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 620 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**

<b>Number of Bedrooms</b>	<b>Minimum Floor Area (Square Feet)</b>
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 <sup>1</sup> or one space for every four seats <sup>2</sup> , whichever is greater, plus one space for every three employees <sup>3</sup>	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 secondary<sup>4</sup> 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 packet<sup>5</sup>.

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](https://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 24<sup>th</sup>, 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 <sup>10</sup>
Center, Adult Day Service	C	C <sup>10</sup>
Commercial Outdoor Recreation	C	--
Commercial Shopping Center	P	--
Consumer Lender	C	--
Convenience Mart Fueling Station	C <sup>4</sup>	--
Domestic Pet Service	C <sup>11,12</sup>	--
<b>Dwellings, Multiple-Family</b>	--	<b>P<sup>3</sup></b>
Leasing/Rental Agents, Equipment	C	--
Motor Vehicle Sales	C <sup>5</sup>	--
Government Facility	--	P
Radio Transmitting Towers, Public Broadcasting	C	--
<b>Restaurants (Class A and Class B)</b>	<b>P</b>	<b>P</b>
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**

<b>Bulk Control</b>	<b>C-3</b>	<b>C-5</b>
<b>Maximum Height</b>	45 feet	100 feet
<b>Minimum Front Yard<sup>1</sup></b> -Adjacent Residential: -Adjacent Other:	-Setback of Adjacent Residential district -5 feet	-Setback of Adjacent Residential district -Not applicable
<b>Minimum Side Yard</b> -Adjacent Residential: -Adjacent Other:	-Setback of Adjacent Residential district -5 feet if abutting street	-Setback of Adjacent Residential district -5 feet if abutting street
<b>Minimum Rear Yard</b> -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
<b>Total</b>	-	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, 11<sup>th</sup> 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.

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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 Lovestrand 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 purposed; 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 to 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 size 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 either 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 neighborhood 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
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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; and (ii) Tentative Plat of Subdivision to consolidate three existing lots lot of record into one.

**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

**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

Case 22-014-V	1285 E. Golf	Major Variation
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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.
- 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.

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- 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)

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## 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 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**

<b>Use</b>	<b>C-3</b>	<b>C-5</b>
Car wash	C	--
Center, Childcare	C	C <sup>10</sup>
Center, Adult Day Service	C	C <sup>10</sup>
Commercial Outdoor Recreation	C	--
Commercial Shopping Center	P	--
Consumer Lender	C	--
Convenience Mart Fueling Station	C <sup>4</sup>	--

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Domestic Pet Service	C <sup>11,12</sup>	--
<b>Dwellings, Multiple-Family</b>	--	<b>p<sup>3</sup></b>
Leasing/Rental Agents, Equipment	C	--
Motor Vehicle Sales	C <sup>5</sup>	--
Government Facility	--	P
Radio Transmitting Towers, Public Broadcasting	C	--
<b>Restaurants (Class A and Class B)</b>	<b>P</b>	<b>P</b>
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**

<b>Bulk Control</b>	<b>C-3</b>	<b>C-5</b>
<b><i>Maximum Height</i></b>	45 feet	100 feet
<b><i>Minimum Front Yard<sup>1</sup></i></b>		
-Adjacent Residential:	-Setback of Adjacent Residential district	-Setback of Adjacent Residential district
-Adjacent Other:	-5 feet	-Not applicable
<b><i>Minimum Side Yard</i></b>		
-Adjacent Residential:	-Setback of Adjacent Residential district	-Setback of Adjacent Residential district
-Adjacent Other:	-5 feet if abutting street	-5 feet if abutting street
<b><i>Minimum Rear Yard</i></b>		
-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

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**

<b>Number of Bedrooms</b>	<b>Minimum Floor Area (Square Feet)</b>
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.

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**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 <sup>1</sup> or one space for every four seats <sup>2</sup> , whichever is greater, plus one space for every three employees <sup>3</sup>	17 spaces
<b>Total</b>	-	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

<sup>1</sup> The first 2,500 square feet may be deducted in the C-5 district.

<sup>2</sup> Fifty-six seats are shown in the floor plan.

<sup>3</sup> Nine employees working at a given time in the restaurant/lounge are used as an estimate.

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addition, the revised report is based not only on modeling, projections, and secondary<sup>4</sup> 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, 11<sup>th</sup> 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<sup>5</sup>. The following conclusions appear on Page 20 of the report: 1. The street network can accommodate the

<sup>4</sup> 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>.

<sup>5</sup> The full study is available at [desplaines.org/gracelandwebford](https://desplaines.org/gracelandwebford).

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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.

### **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



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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-

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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

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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

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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<sup>6</sup>:*
  - 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<sup>7</sup>. 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

<sup>6</sup> 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](https://www.cmap.illinois.gov/documents/10180/0/Downtown+Market+Assessment_May+2018.pdf/92420bd0-0f5e-d684-4a71-bd91456b7e44).

<sup>7</sup> 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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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:**

*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 Additions or Modifications (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.

The Chair opened discussion and members began to explain their rationale for evaluating the map amendment request and project overall.

Member Fowler reviewed the zoning map and materials she distributed to the Board and had displayed on screen. She 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 of available land 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. 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 calming or delineators between the two southbound lanes on Graceland. Understandably this is IDOTs jurisdiction,

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but he 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.

Member Fowler addressed compatibility by stating there is no C-5 next to residential in Des Plaines for a reason; it will negatively affect property values. Member Weaver and Chair Szabo interjected that there is residential; it's just not single-family.

Member Saletnik expressed that he is favor of the project but acknowledged concerns over the number of cars that will be going west on Webford. He suggested a limitation on cars leaving the development. He emphasized "The Dance Building" property at 1330 Webford should be included in the project. He discussed how service and deliveries will be handled and called for a design improvement in the right of way.

Member Hofherr believes that this is would be 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 stated that the property is part of downtown but called for the importance of buffering between uses. Member Fowler asked how this could be achieved in this case, and Member Saletnik responded with ideas to acquire additional property for buffering.

Legal Counsel Weiss suggested the Board ask for staff to review the process and motions.

John Carlisle, Director of Community & Economic Development, explained the changes to the staff report from the May 24 meeting and noted 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. He informed the Board could use either set of findings in their packet or use their own rationale for voting on the request.

Director Carlisle explained the 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.

Legal Counsel Weiss reiterated the separate motions for Map Amendment and Tentative Plat of Subdivision.

**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

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**\*\*\* 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

**\*\*\* 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

**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.**

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**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 two-thirds vote of the currently elected Aldermen; 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 25, 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. Further, Petitioner agrees to covenant, in the form of an instrument acceptable to the City's General Counsel, that it will not object to the repeal of this Ordinance and/or the rezoning of the Subject Property to the C-3 District in the event that Petitioner or its successors abandon the Redevelopment Project prior to acquiring the Public Parcel or applying for building permits for the Redevelopment Project.

**[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 25, 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

**Update:** At its July 18, 2022 meeting, the City Council deferred the first reading of Ordinance M-22-22, which authorizes the City's entrance into a Purchase and Sale Agreement (PSA) for the sale of property at 1332 Webford Avenue, a City-owned public parking lot. Since the meeting the General Counsel has revised the PSA, which attached to the Ordinance, in the following ways:

- The PSA refers to a subsequent redevelopment agreement that would now require the proposed mixed-use residential, commercial, and parking project at 622 Graceland, 1332 Webford, and 1368 Webford to be "constructed, maintained, and operated in accordance with plans approved by Seller" (the City)—this is intended to give the Council the ability, or flexibility, to ensure the petitioner uses desired design concepts in plans submitted with the redevelopment agreement;
- The purchase price was previously \$300,000, but the revised PSA allows for the price to reduce to \$10 *if* the purchaser (developer of the mixed-use project) also finalizes acquisition of 1330 Webford, an approximately 9,000-square-foot parcel immediately west of 1332 Webford. The reasoning is some members of the Council expressed a desire to see the 1330 Webford property (currently improved with "The Dance Building") repurposed as a public open space area. A sale price reduction encourages this acquisition and contributes toward its economic feasibility; and
- The PSA requires the purchaser to deliver a rezoning covenant in a legal instrument acceptable to the General Counsel that pledges the purchaser or any successors in title would not object to a rezoning of 622 Graceland, 1332 Webford, and 1368 Webford to C-3 if the project as contemplated does not proceed. *(Note: Ordinance Z-23-22, which approves a zoning map amendment from the C-3 District to the C-5 District, is not effective until the transaction for 1332 Webford is complete.)*

**Issue:** 622 Graceland Apartments LLC, an Illinois limited liability corporation, has approached the City with an offer 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 small 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.

Purchaser 622 Graceland Apartments LLC is concurrently asking the 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, an approximately 3,400-square-foot publicly available open green space adjacent to Webford (with an additional 9,000-square-foot area possible at 1330 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.

Similar to the Bayview-Compasspoint (1425 Ellinwood Avenue) 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-Compasspoint 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 the City would not be able to collect revenue from the spaces as currently contemplated, the agreement also does not allow the purchaser (developer) to collect revenue, either; the public 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 the 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**

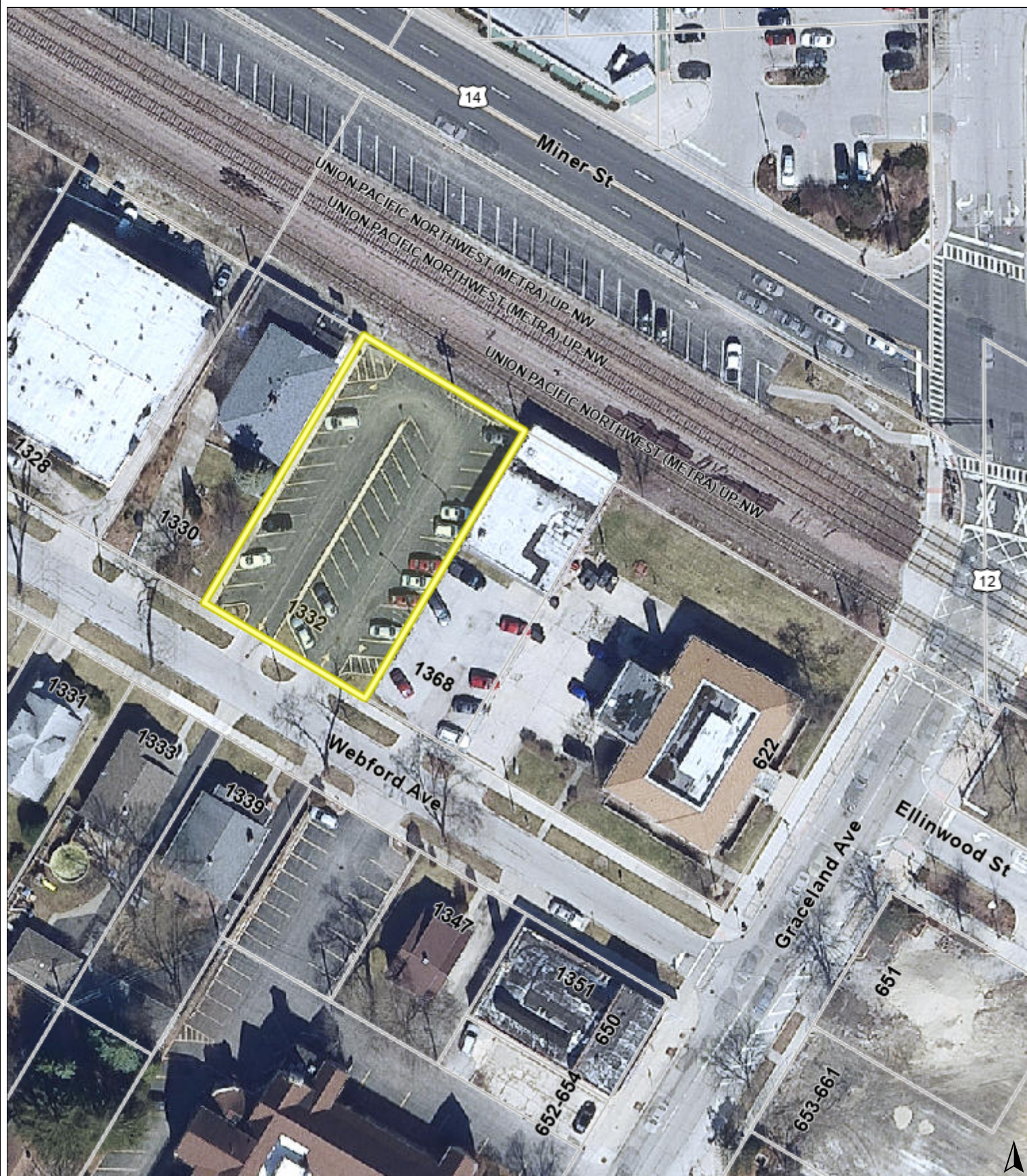
M-22-22

## **Exhibits**

Exhibit A: Legal Description

Exhibit B: Purchase and Sale Agreement





0 50 100  
ft

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 ("**Purchase 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**, in the event that, prior to closing on the City Parcel, the Developer also (i) acquires the parcel located directly to the west of the City Parcel, commonly known as 1330 Webford Avenue ("**Adjacent Parcel**") and (ii) dedicates or otherwise permanently reserves the Adjacent Parcel for passive use by the public as open space, the Purchase Price will be reduced to \$10.00; and

**WHEREAS**, on August 1, 2022, the City Council adopted Ordinance No. Z-23-22, approving a zoning map amendment for the parcels the Developer intends to redevelop from existing C-3 General Commercial District to C-5 Central Business District to accommodate the mixed-use development; and

**WHEREAS**, the rezoning granted by Ordinance No. Z-23-22 shall not become effective unless and until the Developer acquires title to the City Parcel in accordance with, and subject to, the terms and conditions set forth in the Purchase Agreement; 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 \_\_\_\_

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**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

## **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, 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 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. 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. M-22-22 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**"). Such Redevelopment Agreement will require that the Assembly Parcels be constructed, maintained, and operated in accordance with plans approved by Seller and will be a covenant upon the Assembly Parcels.

E. Purchaser agrees it will, as more fully specified in the Redevelopment Agreement, maintain within the Redevelopment, in perpetuity, or until released by 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**"). Purchaser will prohibit residents of the Redevelopment from using the Public Parking Spaces. Purchaser will also release 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. 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 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 unless Seller satisfies the conditions set forth in Section 3.B ("**Purchase Price**").

B. **Reduced Purchase Price for Additional Open Space Dedication.** In the event that, prior to the Closing, Purchaser (1) acquires the parcel located directly to the west of the City Parcel, commonly known as 1330 Webford Avenue and corresponding to the P.I.N. 09-17-306-039 ("**Adjacent Parcel**") and (2) dedicates or otherwise permanently reserves the Adjacent Parcel for passive use by the general public as open space, the Purchase Price will be reduced to \$10.00. The dedication or permanent reservation of the Adjacent Parcel will be in a manner acceptable to Seller and Purchaser agrees to execute all such instruments as may be necessary to effectuate such dedication or reservation.

C. **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.

D. **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.

E. **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 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 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 (180<sup>th</sup>) 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.** 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: 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 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 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 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 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 Seller that:

- (i) 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.

- (v) Purchaser will not object to the repeal of Des Plaines Ordinance No. Z-23-22 and/or the rezoning of the Assembly Parcels to the C-3 District in the event that Purchaser, or its successors in interest to the Assembly Parcels, abandon the Redevelopment prior to acquiring the Property or applying for building permits for the Redevelopment and shall execute and deliver to Seller a legal instrument acceptable to Seller's General Counsel memorializing this obligation ("**Rezoning Covenant**") prior to closing.

**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 including the Rezoning Covenant,
- (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) 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 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 30<sup>th</sup> 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, 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 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 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 Seller from and against any damage, liability or expense, including costs and reasonable attorneys' fees that 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 with 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:**

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Seller

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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 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:	<b>CITY OF DES PLAINES</b> 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: <a href="mailto:peter.friedman@elrodfriedman.com">peter.friedman@elrodfriedman.com</a> Email: <a href="mailto:megan.cawley@elrodfriedman.com">megan.cawley@elrodfriedman.com</a>
if to Purchaser:	<b>622 GRACELAND APARTMENTS LLC</b> 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:

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Attest:

Randy Quirk, President

Marjorie Nemzura, Secretary



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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

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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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment for Title Insurance (08/01/2016)

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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.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment for Title Insurance (08/01/2016)

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FINANCE DEPARTMENT

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

MEMORANDUM

Date: July 20, 2022  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Subject: Resolution R-139-22, August 1, 2022 Warrant Register

A handwritten signature in blue ink, appearing to be 'D.W.', is located to the right of the 'From' line.

**Recommendation:** I recommend that the City Council approve the August 1, 2022 Warrant Register Resolution R-139-22.

Warrant Register.....\$4,217,867.59

**Estimated General Fund Balance**

Balance as of 04/30/2022: \$33,676,756

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

**CITY OF DES PLAINES**

**RESOLUTION**

**R-139-22**

**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.**

**August 1, 2022**

# City of Des Plaines

## Warrant Register 08/01/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Department: 00 - Non Departmental						
1	4210	Personal Property Replacement Tax	4999 Des Plaines Public Library	2nd Qtr 2022	PPRT Allocation 2nd Qtr 2022	23,247.00
2	4630	Resident Ambulance Fees	5102 County Care Health Plan	DPIL-210014708:1	Medical Reimbursement DOS 04/20/2022	1,512.88
3	4630	Resident Ambulance Fees	7074 Advocate Medical Group	DPIL-2215894:1	Medical Reimbursement DOS 04/14/2022	216.05
4	4630	Resident Ambulance Fees	7074 Advocate Medical Group	DPIL-2219334:1	Medical Reimbursement DOS 05/08/2022	212.08
5	4630	Resident Ambulance Fees	8402 Covid 19 HRSA Uninsured Testing and Treatment Fund	DPIL-22463:1	Medical Reimbursement DOS 01/03/2022	535.34
6	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-221614:2	Medical Reimbursement DOS 01/10/2022	579.46
7	4640	Elevator Fees	8522 Onesti DPT	Refund 07/01/22	License Fee Refund 07/01/2022	100.00
Total 00 - Non Departmental						26,402.81

Elected Office						
Division: 110 - Legislative						
8	6000	Professional Services	8452 Anderson Legislative Consulting LTD	07-2022	Lobbyist Services - July 2022 - R-130-21	5,420.00
9	6000	Professional Services	8453 Raucci & Sullivan Strategies LLC	3761	Lobbyist Services - June 2022 - R-131-21	5,000.00
Total 110 - Legislative						10,420.00

Division: 120 - City Clerk						
10	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8001934118	Shredding Services 06/03-07/01/2022	92.95
11	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071022	Water Delivered 06/23/2022	8.00
12	7550	Miscellaneous Expenses	1268 Northwest Municipal Conference	10887	2022 Annual Gala City Clerk Attendance	90.00
Total 120 - City Clerk						190.95

<b>Total 10 - Elected Office</b>					<b>10,610.95</b>
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City Administration						
Division: 210 - City Manager						
13	6009	Legal Fees - Admin Hearings/Prosecutions	1735 Cohen Law Firm PC	06-22	Administrative Hearings June 2, 22, 24, 2022	900.00
14	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	22-13	Traffic Court and Administrative Hearings 7/1-7/7/22	940.00

# City of Des Plaines

## Warrant Register 08/01/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
15	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071022 Water Delivered 06/23/2022	81.90
16	7500	Postage & Parcel	1041 Federal Express	7-795-97677 Delivery Service 06/14-06/17/2022	14.55
<b>Total 210 - City Manager</b>					<b>1,936.45</b>

<b>Division: 230 - Information Technology</b>					
17	6305	R&M Equipment	8399 Park Place Technologies LLC	PUSA1009006552 9 Monthly Server Maintenance Aug 2022	64.00
18	7005	Printer Supplies	1820 Datasource Ink	22677 1 Transfer Belt	399.95
19	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071022 Water Delivered 06/23/2022	55.92
<b>Total 230 - Information Technology</b>					<b>519.87</b>

<b>Division: 240 - Media Services</b>					
20	6195	Miscellaneous Contractual Services	6694 Key Code Media Inc	0008588A R-155-21 & R-202-21- Control Room Upgrades 03/28-06/14/2022	7,012.45
21	6195	Miscellaneous Contractual Services	6694 Key Code Media Inc	097542 R-155-21 & R-202-21- Control Room Upgrades 03/28-06/14/2022	7,887.95
22	6535	Subsidy - Youth Commission	3604 Ummel, Patti	92422R Balloon Artist for Youth Commission Event on 9/24/22 Deposit	225.00
23	8015	Equipment	6694 Key Code Media Inc	0008588A R-155-21 & R-202-21- Control Room Upgrades 03/28-06/14/2022	8,961.55
<b>Total 240 - Media Services</b>					<b>24,086.95</b>

<b>Division: 250 - Human Resources</b>					
24	5340	Pre-Employment Testing	1267 Northwest Community Hospital	27218 5 Pre-Employment Tests 5/2 - 5/28/2022	790.00
25	5340	Pre-Employment Testing	1267 Northwest Community Hospital	27348 1 Pre-Employ Test 1 Post-Employ Test PW (Imm) 5/13 - 5/24/2022	392.00
26	5340	Pre-Employment Testing	1267 Northwest Community Hospital	27549 6 Pre-Employ Tests 1 Post-Employ Test PW (Imm) 6/6 - 6/28/2022	2,013.00
27	5340	Pre-Employment Testing	1267 Northwest Community Hospital	27568 1 Pre-Employment Test 6/7/2022	130.00
28	5340	Pre-Employment Testing	8533 Justifacts Credential Verification	352185 6 Pre-Employment Background Screenings 6/13-6/29/2022	700.65
29	5345	Post-Employment Testing	1267 Northwest Community Hospital	27730 1 Post-Employment Test (PD) 6/22/2022	66.00
30	5345	Post-Employment Testing	7857 Language Testing International Inc	L60634-IN 1 Language Test Spanish, 1 Employee 6/22/2022	124.00
31	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	3734 Job Posting - Bldg Insp 7/8-7/27/2022 Civ Eng I-II 7/8-7/28/2022	100.00

# City of Des Plaines

## Warrant Register 08/01/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
32	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8001934118	Shredding Services 06/03-07/01/2022	92.95
33	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071022	Water Delivered 06/23/2022	8.00
Total 250 - Human Resources						4,416.60

<b>Total 20 - City Administration</b>	<b>30,959.87</b>
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<b>Department: 30 - Finance</b>						
34	6110	Printing Services	1233 Press Tech Inc	49624	2 Boxes of Business Cards 06/30/2022	50.00
35	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8001934118	Shredding Services 06/03-07/01/2022	92.95
36	7000	Office Supplies	1644 Warehouse Direct Inc	5275570-0	1 Box of Envelopes, 1 Badge Holder & 1 Pack of Tape	42.58
37	7000	Office Supplies	1644 Warehouse Direct Inc	5280890-0	2 Ctns of Copy Paper and 1 Pack of Compressed Air Dusters	102.92
38	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071022	Water Delivered 06/23/2022	118.37
39	7500	Postage & Parcel	1041 Federal Express	7-795-97677	Delivery Service 06/14-06/17/2022	52.58
<b>Total 30 - Finance</b>						<b>459.40</b>

<b>Community Development</b>						
<b>Division: 410 - Building &amp; Code Enforcement</b>						
40	6000	Professional Services	5764 GovTempUSA LLC	3990636	Permit Tech Assistance-Clerical Weeks Ending 06/19 & 06/26/2022	1,890.00
41	6025	Administrative Services	7961 BridgePay Network Solutions LLC	10277	Utility Web & Business License Transaction Fees for June 2022	0.60
42	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	27472	Nuisance Abatement & Grass Cutting Services R-193-21-June 2022	5,675.64
43	7000	Office Supplies	1644 Warehouse Direct Inc	5274270-0	3 Cartons of Copy Paper	186.93
44	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071022	Water Delivered 06/23/2022	93.39
<b>Total 410 - Building &amp; Code Enforcement</b>						<b>7,846.56</b>

<b>Division: 420 - Planning &amp; Zoning</b>						
45	6100	Publication of Notices	1050 Journal & Topics Newspapers	188280	Legal Notice 07/06/2022 for PZB Meeting Held 07/26/2022	95.20
<b>Total 420 - Planning &amp; Zoning</b>						<b>95.20</b>

<b>Division: 430 - Economic Development</b>						
46	6000	Professional Services	5215 CoStar Realty Information Inc	120085941	Available Properties Database July 2022	473.78
47	6601	Incentive - Business Assistance	8669 Chicago Sushi	BAP 07/12/22	Business Assistance Grant Program-Interior Build-Out 07/12/2022	8,521.48
<b>Total 430 - Economic Development</b>						<b>8,995.26</b>

<b>Total 40 - Community Development</b>	<b>16,937.02</b>
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# City of Des Plaines

## Warrant Register 08/01/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Public Works &amp; Engineering</b>					
<b>Division: 100 - Administration</b>					
48	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000045349 Kronos User Fee - May 2022	185.22
<b>Total 100 - Administration</b>					<b>185.22</b>
<b>Division: 510 - Engineering</b>					
49	7310	Publications	1462 Sidwell Company, The	SIDXT0003301 Cook County Atlas Pages for 2022	130.00
50	7500	Postage & Parcel	1041 Federal Express	7-803-02772 Delivery Service 06/20/2022	10.23
51	8010	Furniture & Fixtures	4177 Uline Inc	150693243 Desk & Roll Dispenser - Sign Shop	513.90
<b>Total 510 - Engineering</b>					<b>654.13</b>
<b>Division: 520 - Geographic Information Systems</b>					
52	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	6069 R-26-22 Geographic Information System Support 06/01-06/30/2022	17,853.83
<b>Total 520 - Geographic Information Systems</b>					<b>17,853.83</b>
<b>Division: 530 - Street Maintenance</b>					
53	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	21595 Emergency Tree Removal - 320 Woodbridge - 06/22/2022	2,544.14
54	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	21602 Emergency Storm Damage - 07/05-07/06/2022	13,876.16
55	6195	Miscellaneous Contractual Services	7409 Aquamist Plumbing & Lawn Sprinkling Co Inc	118932 RPZ Testing - Northwest Hwy Irrigation - 04/27/2022	513.00
56	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	194506 Weather Forecasting - July 2022	150.00
57	6195	Miscellaneous Contractual Services	6738 Maul Paving Inc	2022-1953 Parking Lot Crack Seal/Sealcoat/Line Striping - PW - 07/12/2022	8,302.00
58	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	210150 Sidewalk Snow Removal & Salting - 03/11/2022	3,800.00
59	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	225508 Irrigation Start Up-Library, Ellinwood, Miner, Metro-05/06/2022	1,591.50
60	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	228091 Watering - Downtown - June 2022	4,850.00
61	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	228092 Vegetation Control - 06/30/2022	650.00
62	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	228093 Greenspace Mowing - 06/30/2022, R-27-21	17,064.20
63	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	228094 Greenspace Watering - 06/30/2022, R-27-21	1,700.00

# City of Des Plaines

## Warrant Register 08/01/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
64	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	228185 Additional Greenspace Maintenance - 06/30/2022, R-27-21	2,240.00
65	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	228186 Construction Fence - Oakton Fireworks - 06/30/2022	11,700.00
66	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS460028 Street Sweeping - Bike Lane Central Rd/Taste of DP - 06/20/2022	18,467.55
67	6325	R&M Street Lights	1044 H&H Electric Co	39271 Streetlight Repairs - 05/16/2022, R-29-22	450.08
68	6325	R&M Street Lights	1044 H&H Electric Co	39272 Emergency Repair Call - Oakton/White - 05/18/2022, R-29-22	888.95
69	6325	R&M Street Lights	1044 H&H Electric Co	39273 Traffic Signal Repair - Oakton/White - 05/20/2022, R-29-22	402.38
70	7020	Supplies - Safety	4093 White Cap LP	50019049000 4 Hard Hats	83.56
71	7020	Supplies - Safety	1550 Addison Building Material Co	972780 Contractor Gloves, Grip Gloves, Safety Hook	61.80
72	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	01003 Hoses, Tape, Driver, Blow Gun, Couplers, Etc. - Sign Shop	47.26
73	7030	Supplies - Tools & Hardware	4093 White Cap LP	50019068456 Heavy Duty Anchors	59.50
74	7035	Supplies - Equipment R&M	1043 WW Grainger Inc	9359823508 Square U-Bolt	9.00
75	7035	Supplies - Equipment R&M	1043 WW Grainger Inc	9359823516 Square U-Bolt	9.00
76	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10446809 3.0 Cu Yds Top Soil - Restorations - 07/12/2022	96.00
77	7055	Supplies - Street R&M	1057 Menard Incorporated	01329 Lath, Fliptoggles, Caulk, Etc. - Sign Shop	46.43
78	7055	Supplies - Street R&M	1057 Menard Incorporated	01615 Graffiti Primer	77.88
79	7055	Supplies - Street R&M	1732 Traffic Control & Protection Inc	112039 4 Sign Post Bases	372.20
80	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	93839 2.75 Tons Asphalt & 5.0 Loads Concrete Dump - 05/05/2022	170.50
81	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	97144 2.03 Tons Asphalt - 06/13/2022	125.86
82	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	98657 7.82 Tons Asphalt - Main Break Repairs - 06/27/2022	484.84
83	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	99945 2.53 Tons Asphalt - Sewer Repair - 07/12/2022	156.86
84	7200	Other Supplies	1057 Menard Incorporated	1491 Returned Staples	(9.35)
85	7200	Other Supplies	4177 Uline Inc	150859535 6 Boxes Can Liners - Taste of DP, Fireworks, Parade	116.64
86	7200	Other Supplies	4177 Uline Inc	150859535 6 Boxes Can Liners - Taste of DP, Fireworks, Parade	116.64
87	7200	Other Supplies	4177 Uline Inc	150859535 6 Boxes Can Liners - Taste of DP, Fireworks, Parade	116.65



# City of Des Plaines

## Warrant Register 08/01/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
88	7200	Other Supplies	6006 Wenger Corporation	829598	Slider, Washers, Knobs, Capscrews, Etc.	383.71
Total 530 - Street Maintenance						91,714.94

<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>						
89	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4123926508	Mat Service - Police Station - 06/29/2022	128.85
90	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4124515130	Mat Service - Metra Train Station - 07/06/2022	35.55
91	6195	Miscellaneous Contractual Services	5214 State Industrial Products	902516545	Drain Maintenance Program 07/08/2022 - City Hall	112.55
92	6315	R&M Buildings & Structures	1025 Bedco Inc	098021	Service Contract - 07/08/2022	1,275.00
93	6315	R&M Buildings & Structures	1025 Bedco Inc	098028	HVAC - IT Remodel - 07/07/2022	762.25
94	6315	R&M Buildings & Structures	5698 Doors Done Right Inc	12557	2 Steel Frames, 2 Steel Doors, & 2 Steel Hinges - IT Remodel	1,905.00
95	7025	Supplies - Custodial	1029 Cintas Corporation	4123926509	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	356.50
96	7025	Supplies - Custodial	1029 Cintas Corporation	4124515168	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	182.36
97	7045	Supplies - Building R&M	7807 L&W Supply Corporation	1003044393-001	44 Cartons Ceiling Tiles - IT Remodel - 06/30/2022	4,814.70
98	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1022952	Vent Pipe, Spice Collar, Elbow, Tape, Primer - Fire Station #63	72.06
99	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1096001	2 Keys Cut - City Hall	13.64
100	7045	Supplies - Building R&M	1057 Menard Incorporated	1301	Paint Rollers, Brush Set, Roller Frames, Paint Trays-IT Remodel	58.69
101	7045	Supplies - Building R&M	1057 Menard Incorporated	1302	Exterior Ring, Seal, Rollers, Door Hinges - Fire Station #63	30.49
102	7045	Supplies - Building R&M	1057 Menard Incorporated	1305	Lock Nut, Lock Washer & 4 Sock Caps	11.86
103	7045	Supplies - Building R&M	1057 Menard Incorporated	1314	Roof Patch, Duck Patch, Hex Wash, Sealer, Etc. - Fire Station #63	84.48
104	7045	Supplies - Building R&M	1057 Menard Incorporated	1374	Spring Nut, Cable, Beam Clamp, Eye Bolt, Etc. - Fire Station 63	32.45
105	7045	Supplies - Building R&M	1057 Menard Incorporated	1375	4 Garage Door Hinges - Fire Station #63	27.96
106	7045	Supplies - Building R&M	1057 Menard Incorporated	1376	Tape, Downspout Clip, Elbow, Roof Patch, Etc. - Fire Station #63	42.48
107	7045	Supplies - Building R&M	1057 Menard Incorporated	1383	Returned Door Hinges - Fire Station #63	(13.98)
108	7045	Supplies - Building R&M	1057 Menard Incorporated	1384	Steel Roller, Door Hinges, Spray Primer - Fire Station #63	37.45

# City of Des Plaines

## Warrant Register 08/01/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
109	7045	Supplies - Building R&M	1057 Menard Incorporated	1428	Door Sweep & Drill Bit - Police Station	18.47
110	7045	Supplies - Building R&M	1057 Menard Incorporated	1436	Splitflex - Fire Station #63	2.99
111	7045	Supplies - Building R&M	1057 Menard Incorporated	1481	Cord Cover, Cable Ties, Spray Paint, Etc. - Police Station	84.14
112	7045	Supplies - Building R&M	1057 Menard Incorporated	1485	Board, Birch, Filler, Screws - Police Station	67.18
113	7045	Supplies - Building R&M	2480 Just Faucets	202087	Breaker Kit - Fire Station #63	29.59
114	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2190	8 Fasteners - Fire Station #61	10.12
115	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2221	1 Nipple - City Hall	5.39
116	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	3535-7	5 Gals Paint - IT Remodel	77.40
117	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	3569-6	26 Gals Paint - City Hall	257.21
118	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5022648	12 Fly Traps - Police Station	32.82
119	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5022649	Lever Passage Lockset - IT Remodel	39.97
120	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6022533	Toilet Seat - Fire Station #63	53.96
121	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6022534	Wall Base, Paint, Snuzzle Adhesive - IT Remodel	289.27
122	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8022320	Connector, Washer, Cord, Clamps, Power Tool Cord - PW	149.09
123	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9023202A	Elbow, Downspout, & Split Ring Tubing - Fire Station #63	23.32
124	7045	Supplies - Building R&M	1057 Menard Incorporated	915	Sand, Pail, Wood Lath, Mudring - IT Remodel	62.02
125	7045	Supplies - Building R&M	1057 Menard Incorporated	971	5 Security Lights & Silicone Sealant - PW	554.70
126	7045	Supplies - Building R&M	1057 Menard Incorporated	982	Pail, Pail Lid, & Tinted Compound - IT Remodel	19.12
127	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/057123	LED Lights - IT Remodel	220.08
128	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/057821	Backlit Panel - IT Remodel	1,299.80
129	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/057848	Conduit Mounting - IT Remodel	18.79
130	7200	Other Supplies	1057 Menard Incorporated	1072	7 Cases Bottled Water - City Hall	20.93
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>						<b>13,306.70</b>

<b>Division: 540 - Vehicle Maintenance</b>						
131	6135	Rentals	1029 Cintas Corporation	4123852483	Mechanic's Uniform Rental - 06/29/2022	187.11
132	6135	Rentals	1029 Cintas Corporation	4124615564	Mechanic's Uniform Rental - 07/07/2022	187.11
133	6195	Miscellaneous Contractual Services	1660 Safety-Kleen Systems Inc	89255719	Solvent Tank Service - 07/07/2022	323.06

# City of Des Plaines

## Warrant Register 08/01/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
134	6305	R&M Equipment	1539 Rex Radiator Sales & Distribution	B137906 Radiator Repair - PW 5033 - 06/17/2022	395.00
135	6310	R&M Vehicles	8244 Des Plaines Ace Hardware	2328 Spare Key Cut - PW 2040	115.99
136	7030	Supplies - Tools & Hardware	4640 Albany Steel & Brass Corporation	122807 20 Grinding Wheels - PW Shop	187.20
137	7035	Supplies - Equipment R&M	1670 Arlington Power Equipment Inc	121171 4 Air Filters - Fire Stock	52.16
138	7035	Supplies - Equipment R&M	1071 Pomp's Tire Service Inc	280135036 4 Trailer Tires - PW 5029	561.48
139	7035	Supplies - Equipment R&M	1071 Pomp's Tire Service Inc	280135407 8 Trailer Tires - PW 5032	1,329.36
140	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	830859 4 Spark Plugs - Fire Stock	15.88
141	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	831604 2 Batteries & Core Deposits - Police 6101	448.58
142	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	831751 4 Air Filters - PW 5040 & 5041	142.78
143	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	831857 Filters - PW Stock	67.25
144	7035	Supplies - Equipment R&M	4989 Illini Power Products	SWO034747-1 Transfer Switch Service Call - PW - 06/14/2022	569.19
145	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0279101 2 Stabilizer Links - Police 6035	105.66
146	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0282722 Brake Rotors, Pads, & Transmission Fluid - Police Stock	777.43
147	7040	Supplies - Vehicle R&M	1045 Havey Communications	11677 2 Light Emitters - Police Stock	698.00
148	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133645203 Penetrating Oil, Windshield Washer Solvent, Antifreeze - PW	829.16
149	7040	Supplies - Vehicle R&M	1354 MPC Communications & Lighting Inc	22-1202 2 Park Kill Modules - Police Stock	118.50
150	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-121616 Bed Liner - PW 5082	144.15
151	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-121752 2 Brake Rotors & Grease - PW 5044	202.81
152	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-121756 Brake Dust Shield, Hardware Kit, Brake Shoes - PW	189.01
153	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-121760 Returned Brake Dust Shield, Hardware Kit, & Brake Shoes	(189.01)
154	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-121761 2 Brake Dust Shields	456.47
155	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-121763 2 Brake Calipers	213.26

# City of Des Plaines

## Warrant Register 08/01/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
156	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-121777	Returned Brake Dust Shields & Calipers (669.73)
157	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-121868	Spray Paint - PW 5082 12.99
158	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280134513	4 Ambulance Tires - Fire 7707 1,259.00
159	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280135715	Tire - PW 2039 149.60
160	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1296841	Accumulator - PW 5061 66.19
161	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	530904P	14 Nuts - PW 2039 28.80
162	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	531235P	Reservoir - Police 6909 53.34
163	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	531255P	Oil Slinger - PW 5044 4.22
164	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	531256P	Oil Slinger - PW 5044 4.22
165	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	531404P	Shocks & Caps - Fire 7512 428.14
166	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	826973	Brake Chamber - PW Stock 78.72
167	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	830876	Control Arm - PW 2039 74.84
168	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	830920	Returned Damaged Part - PW 2039 (74.84)
169	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	831168	Brake Pads & Rotors - PW 5044 348.56
170	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	831338	Brake Backing Plate & Wheel Seals - PW 5044 220.64
171	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	831385	2 Qts Gear Oil - PW 5044 17.26
172	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	831394	Brake Dust Shield - PW 5044 140.10
173	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	831536	Air Filter - Fire 7512 12.57
174	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	831537	2 Air Filters - PW Stock 25.14
175	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	831540	Returned Gear Oil, Brake Rotors, Caliper Kit - PW Stock (410.58)
176	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	831601	Motor Tune Up Oil & Filters - PW Stock 168.91
177	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	831605	Brake Pads & Rotors - Fire 2035 128.59
178	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	831619	Returned Filter - PW Stock (6.28)
179	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	831630	Core Returned - PW 2003 (18.00)
180	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	831642	Cabin Air Filter - PW Stock 5.86
181	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	831703	Orifice Tube - PW 5061 2.61
182	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	831847	AC O Ring - PW 5061 10.72
183	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM530520P	Returned Bearing & Ring - PW 2030 (66.36)

# City of Des Plaines

## Warrant Register 08/01/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
184	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P17060 2 Mounting Ribs & 2 Roller Straps - Fire 7801	121.83
185	7120	Gasoline	8331 Avalon Petroleum Company Inc	467599 5,000 Gals Unleaded Gasoline - 06/29/2022, R-163-20	18,675.30
186	7120	Gasoline	7349 Wex Inc	82183155 Fuel Purchases - 06/30/2022	508.28
187	7130	Diesel	8331 Avalon Petroleum Company Inc	029755 1,950 Gals Diesel Fuel - 06/29/2022, R-163-20	8,278.86
188	7130	Diesel	7349 Wex Inc	82183155 Fuel Purchases - 06/30/2022	550.28
189	7320	Equipment < \$5,000	1450 Terrace Supply Co	70535566 Welding Tips & Wire	212.65
<b>Total 540 - Vehicle Maintenance</b>					<b>38,470.02</b>

<b>Total 50 - Public Works &amp; Engineering</b>	<b>162,184.84</b>
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Police Department						
Division: 620 - Criminal Investigation						
190	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	06248680	Investigations Database 5/26-6/25/2022	100.00
191	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20220630	Investigations Database 6/1-6/30/2022	293.80
192	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	846629019	Investigations Database 6/1-6/30/2022	333.87
Total 620 - Criminal Investigation						727.67

Division: 630 - Support Services						
193	5325	Training	1261 Northeast Multiregional Training	305971	Police Cyclist Class 6/13-6/16/2022 (2 Ofc)	350.00
194	6000	Professional Services	5975 Aero Removals Trisons Inc	21712CR	Removal and Transport of 2 Deceased June 2022	800.00
195	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	7/1/2022	June 2022 Towing Services (8)	510.00
196	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8001934118	Shredding Services 06/03-07/01/2022	464.95
197	6310	R&M Vehicles	8555 Speedy Shine Car Wash	06	64 Car Washes June 2022	256.00
198	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-22016-6	2022 Service Agreement for Range Cleaning and Maint-6/30/2022	615.92
199	7000	Office Supplies	1644 Warehouse Direct Inc	5278688-0	Paper (8)	332.58
200	7200	Other Supplies	1076 Sam's Club Direct	4344	Refreshments for Strategic Meeting 6/28/2022	57.02
201	7200	Other Supplies	1236 Proforma Creative Impressions Inc	B718001145A	5 Lifesaving Awards and Plaques 07/07/2022	947.63
Total 630 - Support Services						4,334.10

<b>Total 60 - Police Department</b>	<b>5,061.77</b>
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Fire Department						
Division: 100 - Administration						
202	6000	Professional Services	2420 Koziol Reporting Service	2273	2 Appearance Fees, 39 Transcripts-Interrogation 05/10/22	454.00
Total 100 - Administration						454.00

# City of Des Plaines

## Warrant Register 08/01/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division: 710 - Emergency Services						
203	5345	Post-Employment Testing	1267 Northwest Community Hospital	27340	4 Fire Annual Physicals 5/4 - 5/20/2022	1,521.00
204	5345	Post-Employment Testing	1267 Northwest Community Hospital	27563	11 Fire Annual Physicals 9 Pre-Employment Tests 6/3 - 6/24/2022	4,882.00
205	6035	Dispatch Services	5973 Emergency Twenty Four Inc	51973	Elevator Alarm Dispatch - June 2022	3,340.00
206	7025	Supplies - Custodial	1043 WW Grainger Inc	9357594440	Laser Labels for Custodial Supplies	66.10
207	7200	Other Supplies	8244 Des Plaines Ace Hardware	2023	Credit for 9 Steel U Bolts	(40.41)
208	7300	Uniforms	3212 On Time Embroidery Inc	102479	2 Station Pants, 4 T-Shirts, 2 S/S Polos - Paramedic	262.00
209	7300	Uniforms	3212 On Time Embroidery Inc	102862	4 T-Shirts, 2 S/S Polo's, 2 Station Pants - Paramedic	262.00
210	7300	Uniforms	3212 On Time Embroidery Inc	102863	2 S/S Polos, 4 T-Shirts, 2 Station Pants - Paramedic	262.00
211	7300	Uniforms	3212 On Time Embroidery Inc	102864	4 T-Shirts, 2 S/S Polo's, 2 Station Pants - Paramedic	282.00
212	7300	Uniforms	3212 On Time Embroidery Inc	102865	2 S/S Polos, 4 T-Shirts, 2 Station Pants - Paramedic	262.00
213	7300	Uniforms	3212 On Time Embroidery Inc	102866	Station Cargo Pant, T-Shirt, 2 S/S Polo - Paramedic	183.00
214	7300	Uniforms	3212 On Time Embroidery Inc	102867	4 T-Shirts, 2 Performance Polos, 2 Station Pants - Paramedic	262.00
215	7300	Uniforms	3212 On Time Embroidery Inc	102868	4 T-Shirts, Performance Polo, 2 Station Pants - Paramedic	216.00
216	7300	Uniforms	3212 On Time Embroidery Inc	102869	4 T-Shirts, 2 Station Pants, 2 Performance Polos - Paramedic	274.00
217	7300	Uniforms	3212 On Time Embroidery Inc	97599	Steel Toe Boots - Paramedic	179.00
218	7300	Uniforms	3212 On Time Embroidery Inc	97966	Steel Toe Boots -Engineer	179.00
219	7320	Equipment < \$5,000	8616 Conway Shield Inc	0493371	15 Gauntlet Gloves MD/LG/XLG	1,600.00
220	7320	Equipment < \$5,000	1148 WS Darley & Co	17469103	40 Nomex Blend Black Hoods	1,400.00
221	7320	Equipment < \$5,000	1148 WS Darley & Co	17469760	15 Pairs of Gloves MD/LG	1,485.00
222	7320	Equipment < \$5,000	1080 Air One Equipment Inc	182603	2 Cairns White Helmets, 2 Cairns Red Helmets	1,210.00
223	7320	Equipment < \$5,000	8416 Alexis Fire Equipment Company	S782CO-IN	2 Grab Handles	288.00
Total 710 - Emergency Services						18,374.69

Division: 720 - Fire Prevention						
224	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071022	Water Delivered 06/23/2022	47.92
Total 720 - Fire Prevention						47.92

# City of Des Plaines

## Warrant Register 08/01/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Division: 730 - Emergency Management Agency</b>					
225	6305	R&M Equipment	1124 Braniff Communications Inc	0034181 Inspection and Repair of Outdoor Warning Siren 07-06-22	660.50
226	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071022 Water Delivered 06/23/2022	28.94
<b>Total 730 - Emergency Management Agency</b>					<b>689.44</b>

<b>Total 70 - Fire Department</b>	<b>19,566.05</b>
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<b>Department: 75 - Fire &amp; Police Commission</b>					
227	5340	Pre-Employment Testing	5213 Shaughnessy, Kevin W	07/10/2022 Pre-Employment Polygraph Testing Services 07/10/2022	230.00
228	5340	Pre-Employment Testing	1267 Northwest Community Hospital	27345 1 Pre-Employment Test 5/16/2022	670.00
229	5340	Pre-Employment Testing	1267 Northwest Community Hospital	27563 11 Fire Annual Physicals 9 Pre-Employment Tests 6/3 - 6/24/2022	7,845.00
230	5340	Pre-Employment Testing	1483 Personnel Evaluation Inc	43975 Pep Billing 04/01 - 04/30/2022	80.00
<b>Total 75 - Fire &amp; Police Commission</b>					<b>8,825.00</b>

<b>Department: 90 - Overhead</b>					
231	6015	Communication Services	8536 Peerless Network Inc	537600 Communications Services 07/15-08/14/2022	38,074.96
232	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	255365 Collections for Services June 2022 - Ambulance Fees	10,642.94
<b>Total 90 - Overhead</b>					<b>48,717.90</b>

<b>Total 100 - General Fund</b>	<b>329,725.61</b>
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<b>Fund: 240 - CDBG Fund</b>					
233	6000	Professional Services	5914 Usona Development LLC	1-06/25/2022 2022 CDBG Consulting Services 03/07-05/31/2022	2,932.50
<b>Total 240 - CDBG Fund</b>					<b>2,932.50</b>

<b>Fund: 250 - Grant Projects Fund</b>					
<b>Program: 2520 - Capital Grants</b>					
234	6000	Professional Services	1123 Christopher B Burke Engineering LTD	175809 R-157-21 Eng Svcs for Area #4 Flood Imp Proj 05/29-06/25/22	3,298.00
235	6000	Professional Services	1123 Christopher B Burke Engineering LTD	175810 R-184-21 Task Order 7 Forest Ave Stormwater Svcs 5/29-6/25/2022	1,776.50
236	6000	Professional Services	1123 Christopher B Burke Engineering LTD	8 R-183-21 Eng Svcs Oakton Sidepath 5/29/22-6/25/22	47,925.15
237	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	194907-0L60001 Legal Fees-Ballard Rd Sidepath-2520 Ballard 05/02-05/25/2022	3,420.00
238	8100	Improvements	8618 Swallow Construction Corporation	2022-A-P3 2022 CIP Contract A, R-82-22 06/11-07/08/2022	1,487,024.58
<b>Total 2520 - Capital Grants</b>					<b>1,543,444.23</b>

<b>Total 250 - Grant Projects Fund</b>	<b>1,543,444.23</b>
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# City of Des Plaines

## Warrant Register 08/01/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 260 - Asset Seizure Fund						
Program: 2610 - Customs						
239	8015	Equipment	1026 CDW LLC	BB11259	3 Lockncharge Towers and Network Kits	23,220.87
Total 2610 - Customs						23,220.87

Program: 2620 - DEA						
240	7300	Uniforms	1489 JG Uniforms Inc	101625	Uniforms- Ballistic Vest Cover- Sergeant	185.00
Total 2620 - DEA						185.00

<b>Total 260 - Asset Seizure Fund</b>					<b>23,405.87</b>
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Fund: 400 - Capital Projects Fund						
241	6000	Professional Services	3337 HR Green Inc	153433	TO#8 Bridge Construction Engineering - 04/23-05/20/2022, R-13-21	7,510.00
242	6000	Professional Services	3337 HR Green Inc	153434	Site Inspections 4/23/22-5/20/22	2,486.11
243	6000	Professional Services	1123 Christopher B Burke Engineering LTD	175808	R-49-22 TO #1 CIP Con A, Area 4 Drainage Imp 05/29-06/25/22	42,782.50
244	6000	Professional Services	1079 AECOM Technical Services Inc	2000643134	R-52-22 Professional Engr Services TO#1 05/28/22-06/24/22	25,342.09
245	6000	Professional Services	1199 Spaceco Inc	89513	R-61-22 DP Roadway Work - Task Order No. 3 05/29-06/25/22	20,640.00
246	6000	Professional Services	7564 Terra Consulting Group Ltd	INV011346	Small Cell Plan Review @ 1150 East Golf Road	200.00
247	6000	Professional Services	7564 Terra Consulting Group Ltd	INV011359	Small Cell Plan Review @ 100 Quigley Drive	200.00
248	6000	Professional Services	7564 Terra Consulting Group Ltd	INV011360	Small Cell Plan Review @ 100 Mulcahey Drive	200.00
249	6140	Leases	1562 Wisconsin Central LTD	9500239414	Oakton Underground Wire Lease 3125W 8/1/2022-7/31/2023	388.97
Total 400 - Capital Projects Fund						99,749.67

Fund: 410 - Equipment Replacement Fund						
Department: 60 - Police Department						
250	8015	Equipment	1045 Havey Communications	11685	Task Order # 1 Police Squad Up-Fitting, Squad 49 - 07/12/2022	9,251.55
Total 60 - Police Department						9,251.55

<b>Total 410 - Equipment Replacement Fund</b>					<b>9,251.55</b>
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Fund: 420 - IT Replacement Fund						
251	6140	Leases	5109 Konica Minolta Premier Finance	5020699423	Konica Minolta Lease 07/21/22-08/20/22	7,304.18
252	8005	Computer Hardware	1035 Dell Marketing LP	10597624330	20 Dell Desktops	16,441.60
253	8005	Computer Hardware	1026 CDW LLC	BG47009	1 Ubiquiti Unifi Long Range	177.00
Total 420 - IT Replacement Fund						23,922.78



# City of Des Plaines

## Warrant Register 08/01/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 500 - Water/Sewer Fund</b>					
<b>Non Departmental</b>					
<b>Division: 000 - Non Divisional</b>					
254	4601	New Construction - Sale of Water	8672 Forest River Sanitary District	Refund 06/13/22 Hydrant Meter Usage Refund 06/13/2022	(31.39)
255	4601	New Construction - Sale of Water	7575 NPL	Refund 07/13/22 Hydrant Meter Usage Refund 07/12/2022	(442.05)
<b>Total 000 - Non Divisional</b>					<b>(473.44)</b>

Division: 550 - Water Systems						
256	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	93839	2.75 Tons Asphalt & 5.0 Loads Concrete Dump - 05/05/2022	250.00
257	6140	Leases	1562 Wisconsin Central LTD	9500239415	Lease Water Easement 8/1/2022-7/31/2023 Doc 3155W	388.97
258	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	204141	IEPA Testing - 06/07-06/30/2022	1,228.65
259	6195	Miscellaneous Contractual Services	6026 TNT Landscape Construction Inc	10110	Pond Tilling & Seeding - 06/27/2022, R-204-21	17,992.00
260	6195	Miscellaneous Contractual Services	6026 TNT Landscape Construction Inc	10111	3 Restorations - 765 Lincoln, 755 Citadel, 269 Golf - 06/27/2022	402.32
261	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	220359	Meter Bench Test - 06/30/2022	28.00
262	6195	Miscellaneous Contractual Services	4022 M E Simpson Co Inc	38906	Hydrant Maintenance & Flow Test - 06/17-06/27/2022, R-37-22	22,669.00
263	6305	R&M Equipment	6598 Cummins Inc	F2-57285	PM & Load Bank Test - PW 9044 - 06/30/2022	3,034.78
264	7020	Supplies - Safety	4093 White Cap LP	50018887881	1 Hard Hat	19.89
265	7020	Supplies - Safety	4093 White Cap LP	50019102698	Hard Hat & 11 Pairs Nitrile Gloves	87.89
266	7020	Supplies - Safety	4093 White Cap LP	50019114290	Buckle Boots	55.49
267	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	1095	Shovel, Caplight, Torch, Batteries	104.96
268	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	2326	Push Broom & Tape	38.68
269	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	209004	Fuel Bowl Sensor - PW 9037	60.33
270	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	830957	2 Fuel Filters & Oil Filter - PW 9038	47.36
271	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	830971	Hydraulic Filter - PW 9038	13.14
272	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	831256	Hydraulic Filter - PW 9060	11.84

# City of Des Plaines

## Warrant Register 08/01/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
273	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	831257	Air Filter - PW 9060	21.84
274	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	831606	4 Batteries & Core Deposits - PW 9044	1,051.32
275	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	831839	3 Air Filters - PW 9014	54.16
276	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W01863	Filter Elements, Filters, Hydraulic Oil - PW 9037	763.54
277	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W01901	4 Air Filters & 4 Filter Elements - PW 9037	503.82
278	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133645203	Penetrating Oil, Windshield Washer Solvent, Antifreeze - PW	345.48
279	7040	Supplies - Vehicle R&M	1739 Morton Grove Automotive Inc	61033	Alternator - PW 9031	225.00
280	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	831167	Brake Pads - PW 9054	111.87
281	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0392998	Junction Box & Terminal Adapters - Maple St Water Plant	11.00
282	7045	Supplies - Building R&M	1057 Menard Incorporated	1307	Coupler, Strap, Tapcon Hex, Plug, Bracket, Etc. - Maple PS	41.00
283	7045	Supplies - Building R&M	1057 Menard Incorporated	1371	LED Lights - Maple Water Plant	13.99
284	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3879523	Faucet - Maple St Water Plant	269.19
285	7045	Supplies - Building R&M	1057 Menard Incorporated	932	Primer, Tape, Brush, Duck Patch, & Elasto Patch - Maple St	75.64
286	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10443268	2.0 Cu Yds Top Soil & 25 Lbs Grass Seed - 06/24/2022	151.00
287	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10443367	3.0 Cu Yds Top Soil - 06/24/2022	96.00
288	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10443438	1.0 Cu Yd Top Soil - 06/24/2022	32.00
289	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	168	Solder Kit, Adapter, & Couplings	61.00
290	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	2229	Ground Switch & AA Batteries	18.78
291	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	258278-000	B-Box & Base Repair Parts	219.00
292	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	258294-000	6 Couplings, Control Saddle, & Piggyback	655.82
293	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	258322-000	5 Main Valves & 5 Couplings	1,715.95

# City of Des Plaines

## Warrant Register 08/01/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
294	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	258323-000	1 Manhole Hook	66.00
295	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	258324-000	2 Nuts & 2 Brass Bushings	62.04
296	7070	Supplies - Water System Maintenance	1047 Home Depot Credit Svcs	3343639	Shelving Unit - Maple St Water Plant	61.94
297	7070	Supplies - Water System Maintenance	1072 Prairie Material	890550751	1.0 Cu Yds Concrete - Repairs - 06/21/2022	125.25
298	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R086067	12 Repair Clamps	1,245.20
299	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R092007	3 Repair Clamps	600.69
300	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R100679	60 Copper Tubes	393.00
301	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R178474	12 Curb Stops	1,193.28
302	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R178595	12 Couplings	420.00
303	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	07012022	Wholesale Water Purchase - June 2022 R-183-14	347,268.93
304	7120	Gasoline	8331 Avalon Petroleum Company Inc	467599	5,000 Gals Unleaded Gasoline - 06/29/2022, R-163-20	2,099.57
305	7130	Diesel	8331 Avalon Petroleum Company Inc	029755	1,950 Gals Diesel Fuel - 06/29/2022, R-163-20	160.26
306	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	55946	Chlorine Tank Rental 05/26-06/27/2022	224.00
307	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	55947	Chlorine Tank Rental - 05/26-06/27/2022	184.00
Total 550 - Water Systems						406,974.86

Division: 560 - Sewer Systems						
308	6015	Communication Services	8536 Peerless Network Inc	537600	Communications Services 07/15-08/14/2022	202.16
309	6195	Miscellaneous Contractual Services	3084 Visu-Sewer of Illinois LLC	9461-1	Emergency Repair Spray Line Manhole - 1367 E Oakton - 06/30/2022	9,530.00
310	6195	Miscellaneous Contractual Services	2808 IL Environmental Protection Agency	ILR400325-A-2022	Annual Stormwater MS4 Fee 07/01/2022-06/30/2023	1,000.00
311	6505	Subsidy - Sewer Lateral Program	8652 Lytle, Violetta J	SLP22-004	Sewer Lateral Rebate 07/14/2022	2,010.00
312	7020	Supplies - Safety	4093 White Cap LP	50018819624	8 Pairs Microfoam Nitrile Gloves	28.72

# City of Des Plaines

## Warrant Register 08/01/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
313	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133645203	Penetrating Oil, Windshield Washer Solvent, Antifreeze - PW	207.29
314	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10445819	50 Lbs Grass Seed - Restorations - 07/07/2022	174.00
315	7075	Supplies - Sewer System Maintenance	1162 Vollmar Clay Products Inc	187208	Parts to Repair Flat Top	240.00
316	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	486919	Fittings - 1367 Oakton	200.64
317	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890564726	1.0 Cu Yds Concrete - Cora & Van Buren - 06/28/2022	125.25
318	7120	Gasoline	8331 Avalon Petroleum Company Inc	467599	5,000 Gals Unleaded Gasoline - 06/29/2022, R-163-20	870.13
319	7130	Diesel	8331 Avalon Petroleum Company Inc	029755	1,950 Gals Diesel Fuel - 06/29/2022, R-163-20	987.96
320	7320	Equipment < \$5,000	2053 USA Bluebook	034261	Metal Detector for Locating	777.14
Total 560 - Sewer Systems						16,353.29

Division: 580 - CIP - Water/Sewer						
321	6000	Professional Services	1647 RJN Group Inc	35460801	TO#8 2021 MS4 Annual Report - 05/13-07/01/2022	4,000.00
322	8100	Improvements	1328 John Neri Construction Company Inc	050322-A	Exploratory Excavation & Watermain Install - 1st & Prairie - 04/18-04/19/2022	6,952.88
323	8100	Improvements	1328 John Neri Construction Company Inc	050322-B	Exploratory Excavation & Watermain Install - 1st & Prairie - 04/19-04/21/2022	5,310.30
Total 580 - CIP - Water/Sewer						16,263.18

<b>Total 00 - Non Departmental</b>					<b>439,117.89</b>
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Department: 30 - Finance						
324	6025	Administrative Services	7961 BridgePay Network Solutions LLC	10277	Utility Web & Business License Transaction Fees for June 2022	269.50
Total 30 - Finance						269.50

<b>Total 500 - Water/Sewer Fund</b>					<b>439,387.39</b>
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Fund: 510 - City Owned Parking Fund						
325	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	310091322003	TO#3 2022 Parking Deck Maintenance - 05/26-06/30/2022, R-15-21	1,500.00
326	6015	Communication Services	8536 Peerless Network Inc	537600	Communications Services 07/15-08/14/2022	361.48
327	6015	Communication Services	8536 Peerless Network Inc	537600	Communications Services 07/15-08/14/2022	1,312.39
328	7060	Supplies - Parking Lots	8244 Des Plaines Ace Hardware	2312	Fasteners for Metro Square Parking Deck	6.00
Total 510 - City Owned Parking Fund						3,179.87

# City of Des Plaines

## Warrant Register 08/01/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 520 - Metra Leased Parking Fund						
329	7540	Land Lease	1165 Union Pacific Railroad Company	April 2022	Parking Fees for April 2022	1,770.40
330	7540	Land Lease	1165 Union Pacific Railroad Company	May 2022	Parking Fees for May 2022	1,376.23
Total 520 - Metra Leased Parking Fund						3,146.63
Fund: 600 - Risk Management Fund						
331	5345	Post-Employment Testing	1267 Northwest Community Hospital	27348	1 Pre-Employ Test 1 Post-Employ Test PW (Imm) 5/13 - 5/24/2022	68.00
332	5345	Post-Employment Testing	1267 Northwest Community Hospital	27549	6 Pre-Employ Tests 1 Post-Employ Test PW (Imm) 6/6 - 6/28/2022	68.00
333	6000	Professional Services	8580 Ready Rebound LLC	2303	Consulting-Orthopedic Patient Navigator Contract July 2022	905.74
Total 600 - Risk Management Fund						1,041.74
Fund: 610 - Health Benefits Fund						
334	6195	Miscellaneous Contractual Services	8374 Wex Health Incorporated	0001553637-IN	Commuter, FSA, and COBRA Monthly Admin Fees June 2022	696.25
Total 610 - Health Benefits Fund						696.25
Fund: 700 - Escrow Fund						
335	2221	Taste of Des Plaines	1069 Paddock Publications Inc	221673	Ads/Marketing for Taste of Des Plaines 06/05-06/18/2022	2,006.00
336	2221	Taste of Des Plaines	6899 Gen Power Inc	RSA004143-1	Generator Power for Taste of Des Plaines 06/16-06/20/2022	11,650.00
337	2226	Special Events - July 4th	7492 Veterans R&R	06/10/22	Parade Entertainment for July 4, 2022	750.00
338	2226	Special Events - July 4th	5149 Communications Direct Inc	138447	Radio Rentals for July 4, 2022 Weekend	138.00
339	2226	Special Events - July 4th	5149 Communications Direct Inc	138447	Radio Rentals for July 4, 2022 Weekend	138.00
340	2226	Special Events - July 4th	1357 Mad Bomber Fireworks Productions	2102	Fireworks Vendor for Community Fireworks July 1, 2022	22,000.00
341	2226	Special Events - July 4th	8142 KTG Illinois, LLC	3109	Cleaning Services for After Fireworks Event on July 2, 2022	684.00
342	2464	Hydrant Deposits	8672 Forest River Sanitary District	Refund 06/13/22	Hydrant Meter Usage Refund 06/13/2022	1,100.00
343	2464	Hydrant Deposits	7575 NPL	Refund 07/13/22	Hydrant Meter Usage Refund 07/12/2022	1,100.00
344	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	188280	Legal Notice 07/06/2022 for PZB Meeting Held 07/26/2022	95.21
Total 700 - Escrow Fund						39,661.21
Grand Total						2,519,545.30

# City of Des Plaines

## Warrant Register 08/01/2022

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Department: 00 - Non Departmental</b>					
345	4849	Miscellaneous Revenues	8665 Johns, Bob	Refund 06/10/22 Refund for Bob's Concessions @ 2022 Taste of DP-Unable to Attend	750.00
<b>Total 00 - Non Departmental</b>					<b>750.00</b>
<b>Public Works &amp; Engineering</b>					
<b>Division: 540 - Vehicle Maintenance</b>					
346	6195	Miscellaneous Contractual Services	8504 Verizon Connect Fleet USA LLC	612000029314 Vehicle Diagnostic System June 2022	1,424.75
<b>Total 540 - Vehicle Maintenance</b>					<b>1,424.75</b>
<b>Total 50 - Public Works &amp; Engineering</b>					<b>1,424.75</b>
<b>Police Department</b>					
347	6015	Communication Services	1009 AT&T	847R18054606- 22 Communications Services 06/28- 07/27/2022	63.68
<b>Total 630 - Support Services</b>					<b>63.68</b>
<b>Total 60 - Police Department</b>					<b>63.68</b>
<b>Fire Department</b>					
<b>Division: 100 - Administration</b>					
348	5310	Membership Dues	6042 Notary Express	219545663 Notary Package - Executive Assistant, Fire Dept	58.55
<b>Total 100 - Administration</b>					<b>58.55</b>
<b>Total 70 - Fire Department</b>					<b>58.55</b>
<b>Total 100 - General Fund</b>					<b>2,296.98</b>
<b>Fund: 410 - Equipment Replacement Fund</b>					
349	8015	Equipment	6658 Millenium Products Inc	INV2-219R Trailer Light Tower #6511 Repl - 06/13/2022 - Replaces EFT 12010	13,816.03
<b>Total 410 - Equipment Replacement Fund</b>					<b>13,816.03</b>
<b>Fund: 510 - City Owned Parking Fund</b>					
350	6025	Administrative Services	7960 Passport Labs Inc	INV-1030145 Mobile Pay Parking Transaction Fees for April 2022	13.69
351	6025	Administrative Services	7960 Passport Labs Inc	INV-1030952 Mobile Pay Parking Transaction Fees for May 2022	16.28
<b>Total 510 - City Owned Parking Fund</b>					<b>29.97</b>
<b>Fund: 520 - Metra Leased Parking Fund</b>					
352	6025	Administrative Services	7960 Passport Labs Inc	INV-1030145 Mobile Pay Parking Transaction Fees for April 2022	224.22
353	6025	Administrative Services	7960 Passport Labs Inc	INV-1030952 Mobile Pay Parking Transaction Fees for May 2022	236.43
<b>Total 520 - Metra Leased Parking Fund</b>					<b>460.65</b>
<b>Grand Total</b>					<b>16,603.63</b>

# City of Des Plaines

## Warrant Register 08/01/2022

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Elected Office						
Division: 120 - City Clerk						
354	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34940	Compact Refrigerator	129.99
Total 120 - City Clerk						129.99
Total 10 - Elected Office						129.99
City Administration						
Division: 210 - City Manager						
355	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 34953	Zoom Subscription 6/26/22-7/25/22 - City Manager	14.99
Total 210 - City Manager						14.99
Division: 230 - Information Technology						
356	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 34999	Monthly Dpcitynet/Cityofdesplaines/Desplaines.org 6/7/22-7/5/23	14.97
357	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 35002	Monthly Dpcitynet.com Renewal 6/8/22 - 7/6/22	4.99
358	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 35016	Cityofdesplaines.org Renewal 6/21/22 - 6/21/25	41.97
359	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 35017	Monthly Secure Express Renewal 6/28/22 - 7/26/22	7.99
360	6300	R&M Software	5051 HelpSystems LLC	PC - 34994	Automate Desktop Renewal Maintenance 6/1/22 - 5/31/23	1,282.99
361	6300	R&M Software	5051 HelpSystems LLC	PC - 35009	Refund Automate Desktop Renewal Maintenance 6/1/22 - 5/31/23	(1,282.99)
362	7000	Office Supplies	4348 Amazon.Com	PC - 34992	Waterman Ball Point Pen Refill for IT Department	23.55
363	7200	Other Supplies	4348 Amazon.Com	PC - 34991	Gevalia Coffee K-Cups for IT Department	35.56
364	7200	Other Supplies	4348 Amazon.Com	PC - 35001	Gevalia Coffee K-Cups for IT Department	39.87
365	7200	Other Supplies	4348 Amazon.Com	PC - 35006	Office Chair Mat for IT Department	42.95
366	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34995	SanDisk USB Flash Drive for City Use	15.05
367	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34997	Dell USB DVD Drives for City Use	184.50
368	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34998	Rubbermaid Service Cart for IT Department	216.39
369	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35003	Remarkable-2 Cover with Pen Holder for City Use	305.93
370	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35004	Versa Mounting Kit for City Use	82.00
371	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35007	SeaGate IronWolf 10TB Hard Drive for City Use	228.73
372	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35008	16GB Ram Replacement for City Use	382.16
373	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35010	Logitech Wireless Touch TV Keyboards for City Use	49.28
374	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35011	SanDisk USB Flash Drive for City Use	54.48
375	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35014	Seagate IronWolf 10TB Drives for City Use	229.44

# City of Des Plaines

## Warrant Register 08/01/2022

### JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
376	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35019	Leviton Cat6 QuickPort Connector for City Use	300.49
377	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35021	Western Digital SSD Drives for City Use	1,649.70
378	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35022	Logitech Keyboard and Mouse for IT Department	149.65
379	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 35020	Ergonomic Rolling Desk Chair for IT Department	375.98
Total 230 - Information Technology						4,435.63

<b>Division: 240 - Media Services</b>						
380	6535	Subsidy - Youth Commission	6928 Fun Express LLC	PC - 34868	Youth Commission Giveaways for Taste of DP 6/17-6/18/22	115.51
381	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 34870	Youth Commission Giveaways for Taste of DP 6/17-6/18/22	35.98
382	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 34874	Youth Commission Giveaways for Parade 7/4/22	94.95
383	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 34876	Youth Commission Supplies for Parade 7/4/22	231.66
384	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	PC - 34879	Youth Commission Giveaways - Taste of Des Plaines 6/17-6/18/22	113.83
385	6535	Subsidy - Youth Commission	4444 Misc Vendor for Procurement Card	PC - 34880	Youth Commission Postcard for Taste of Des Plaines 6/17-6/18/22	56.00
386	7310	Publications	1456 Chicago Tribune	PC - 34871	Clerk's Office Subscription for 6/8-7/5/22	15.96
387	7310	Publications	1456 Chicago Tribune	PC - 34872	City Manager's Subscription 6/9-7/6/22	15.96
388	7310	Publications	1456 Chicago Tribune	PC - 34873	Media Director's Subscription 6/10-7/7/22	15.96
<b>Total 240 - Media Services</b>						<b>695.81</b>

<b>Division: 250 - Human Resources</b>						
389	6100	Publication of Notices	5760 LinkedIn	PC - 34918	Com Mgr 5/31-6/5 Med Spec 5/31-6/5 Bldg Ins 5/31 HR Gen 5/31-6/5	569.01
390	6100	Publication of Notices	5760 LinkedIn	PC - 34919	Postings-Comms Mgr 6/6-6/11 Media Spec 6/6-6/11 HR Gen 6/6-6/11	552.82
391	6100	Publication of Notices	5760 LinkedIn	PC - 34921	Post Comms Mgr 6/12-6/14 Media Spec 6/12-6/14 HR Gen 6/12-6/14	268.07
392	6100	Publication of Notices	1319 IL Municipal League	PC - 34923	Job Post Water Operator 6/28 - 7/19/2022	35.00
393	6100	Publication of Notices	1319 IL Municipal League	PC - 34924	Job Post Maintenance Operator 6/28 - 7/19/2022	35.00
394	6100	Publication of Notices	1563 American Water Works Assoc (AWWA)	PC - 34925	Job Post Water Operator 6/28 - 7/19/2022	299.00
395	6100	Publication of Notices	1563 American Water Works Assoc (AWWA)	PC - 34926	Job Post Maintenance Operator 6/28 - 7/19/2022	299.00
396	6100	Publication of Notices	1753 American Public Works Association - APWA	PC - 34927	Job Posts Maintenance and Water Operators 6/28 - 7/19/2022	750.00
397	7550	Miscellaneous Expenses	8603 Yeti	PC - 34928	96 Yeti Rambler Custom Tumblers for New Hires	3,192.00
<b>Total 250 - Human Resources</b>						<b>5,999.90</b>



# City of Des Plaines

## Warrant Register 08/01/2022

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 260 - Health & Human Services						
398	5310	Membership Dues	4626 National Association of Social Workers - NASW	PC - 34922	Renewal for NASW-IL for Social Worker 07/31/2022-07/31/2023	236.00
399	5325	Training	4626 National Association of Social Workers - NASW	PC - 34917	Online NASW Code of Ethics Training for Comm Social Worker	50.00
Total 260 - Health & Human Services						286.00

<b>Total 20 - City Administration</b>	<b>11,432.33</b>
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Department: 30 - Finance						
400	6000	Professional Services	1737 GFOA Government Finance Officers Association	PC - 34939	Application Fee for the 2021 ACFR Review	610.00
401	6000	Professional Services	1737 GFOA Government Finance Officers Association	PC - 35035	Application Fee for 2021 PAFR Award	250.00
402	7000	Office Supplies	4348 Amazon.Com	PC - 35027	Large Dry Erase Wall Calendar	44.99
403	7000	Office Supplies	1941 Global Equipment Company	PC - 35032	4 Pack of Dry Erase Markers	10.95
404	7200	Other Supplies	4348 Amazon.Com	PC - 35028	500 Hot Cup Lids	60.00
405	7200	Other Supplies	4348 Amazon.Com	PC - 35030	2 Packs for K-Cup Coffee	64.50
406	7200	Other Supplies	4348 Amazon.Com	PC - 35031	5 Chair Mats	313.75
407	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 35029	1 Uniform Shirt for Finance Employee	31.71
408	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 35034	1 Uniform Shirt for Finance	43.71
409	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35033	2 Space Heaters	139.98
410	8010	Furniture & Fixtures	4444 Misc Vendor for Procurement Card	PC - 35026	1 HON Mesh Chair for Finance	297.80
Total 30 - Finance						1,867.39

Community Development						
Division: 410 - Building & Code Enforcement						
411	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 34959	3 Uniform Shirts - CED	126.65
Total 410 - Building & Code Enforcement						126.65

Division: 420 - Planning & Zoning						
412	5310	Membership Dues	2489 American Planning Association	PC - 34957	Membership Dues 07/01/22-06/30/23-Senior Planner	388.00
413	5310	Membership Dues	1447 International Code Council Inc	PC - 34958	ICC/IACE Prop Maint/Insp Renewal 7/9/22-7/9/25-Code Enf Insp	121.00
Total 420 - Planning & Zoning						509.00

<b>Total 40 - Community Development</b>	<b>635.65</b>
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Public Works & Engineering						
Division: 530 - Street Maintenance						
414	7020	Supplies - Safety	4348 Amazon.Com	PC - 35037	5 Peltor Ear Muffs	166.60
415	7200	Other Supplies	4830 Lowe's	PC - 35042	3 Inserts for Downtown Planter Boxes, 6 Bags of Top Soil	220.78
Total 530 - Street Maintenance						387.38

# City of Des Plaines

## Warrant Register 08/01/2022

### JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division: 535 - Facilities & Grounds Maintenance						
416	6315	R&M Buildings & Structures	7689 Ambius	PC - 34885	Plant Maintenance for June 2022	685.17
417	7045	Supplies - Building R&M	4830 Lowe's	PC - 34916	Clear Finish for 1486 Miner St	131.00
418	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 35038	Emergency Light Batteries for City Hall	32.99
419	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 35039	Emergency Light Batteries for O'Hare Lake Pumping Station	8.99
420	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 35040	8 Spools of 1000 ft CAT6 Cable	2,292.00
421	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 35041	4 Wall Brackets for Train Station Bathroom	30.55
Total 535 - Facilities & Grounds Maintenance						3,180.70

Division: 540 - Vehicle Maintenance						
422	5325	Training	4444 Misc Vendor for Procurement Card	PC - 34886	2 Welding Classes - 5/26/22 - 4 Mechanics	1,750.00
423	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 34887	5 LED Strobe Lights	194.70
Total 540 - Vehicle Maintenance						1,944.70

<b>Total 50 - Public Works &amp; Engineering</b>					<b>5,512.78</b>
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Police Department						
Division: 610 - Uniformed Patrol						
424	5325	Training	7568 Calibre Press	PC - 34931	Adv Patrol Tactics Veh Stops and Ofcr Safety 9/22/2022 (1 Ofc)	169.00
425	5325	Training	4444 Misc Vendor for Procurement Card	PC - 34933	Red Dot Pistol Instructor Class 8/3-8/4/2022 (1 Ofc)	395.00
426	5325	Training	4444 Misc Vendor for Procurement Card	PC - 35024	Evidence Tech School for 2 Evidence Techs 6/6-6/17/2022	150.00
427	7000	Office Supplies	4348 Amazon.Com	PC - 34904	Rubber Stamp Domestic Violence	14.49
428	7000	Office Supplies	4348 Amazon.Com	PC - 34905	Pens and a Stapler	38.66
429	7000	Office Supplies	4348 Amazon.Com	PC - 34912	3 Ring Binder	76.72
430	7200	Other Supplies	4348 Amazon.Com	PC - 34903	2 Packs of Paper Plates	17.06
431	7200	Other Supplies	4348 Amazon.Com	PC - 34906	Kraft Paper for Evidence	28.79
432	7200	Other Supplies	4348 Amazon.Com	PC - 34911	Paper Plates	65.37
433	7200	Other Supplies	2509 Lynn Peavey Co	PC - 35023	Sterile Water, Swabs, and Kraft Paper for Evidence Tech Program	167.58
434	7200	Other Supplies	8244 Des Plaines Ace Hardware	PC - 35025	Batteries for Evidence Tech Camera Flash	15.29
Total 610 - Uniformed Patrol						1,137.96

Division: 620 - Criminal Investigation						
435	5325	Training	4444 Misc Vendor for Procurement Card	PC - 34934	Criminal Level I Workshop on Interview Tech 9/12-9/14/22-1 Det	495.00
436	5325	Training	4444 Misc Vendor for Procurement Card	PC - 34935	Criminal Level II Workshop on Interview Tech 9/15/22 (1 Det)	295.00
437	6015	Communication Services	8347 Browning Trail Cameras	PC - 34867	Cell Connection-Trail Camera For Surveillance 6/18-7/18/2022	29.99
Total 620 - Criminal Investigation						819.99

# City of Des Plaines

## Warrant Register 08/01/2022

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 630 - Support Services						
438	5325	Training	1546 IPELRA	PC - 34932	IPELRA Conference 8/9/2022 (2 Sgt, 1 Records Supervisor)	597.00
439	5325	Training	1546 IPELRA	PC - 34938	Refund for IPELRA Conference 8/9/2022 (2 Sgt, 1 Records Supv)	(597.00)
440	7000	Office Supplies	4348 Amazon.Com	PC - 34902	Pens and Plastic Forks	47.81
441	7000	Office Supplies	4348 Amazon.Com	PC - 34908	AAA Batteries	44.10
442	7000	Office Supplies	4348 Amazon.Com	PC - 34909	9V Batteries	24.99
443	7015	Supplies - Police Range	6851 Axon Enterprise Inc	PC - 34930	5 Taser Digital Power Magazines	266.05
444	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 34910	5 Tourniquets	122.11
445	7200	Other Supplies	4348 Amazon.Com	PC - 34913	Plastic Spoons, Knives, and Forks	21.40
446	7550	Miscellaneous Expenses	2318 Jewel Food Stores	PC - 34907	Cake for Retirement Function 6/16/2022	47.99
447	7550	Miscellaneous Expenses	5131 Mug's Pizza and Ribs	PC - 34983	Food for Strategic Planning Meeting 6/28/2022	262.54
Total 630 - Support Services						836.99

<b>Total 60 - Police Department</b>	<b>2,794.94</b>
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Fire Department						
Division: 100 - Administration						
448	5310	Membership Dues	2441 IAFC-Intl Association of Fire Chiefs	PC - 34975	Membership-Great Lakes Dues, Fire Officers-7/1/22-6/30/23-Chief	240.00
449	5325	Training	1546 IPELRA	PC - 34920	IPELRA Supv Train 9/9- 1 FD Div Chf 1 Med Srv Dir 1 FD Batl Chf	657.00
450	5325	Training	4444 Misc Vendor for Procurement Card	PC - 34976	Basic Assessor Certification Course 09/20/22-09/22/22-Chief	450.00
451	7550	Miscellaneous Expenses	5390 Avanti Cafe & Sandwich Bar	PC - 34970	Lunch - New Hire Interview Panel - 06/16/22	83.77
452	7550	Miscellaneous Expenses	6163 Portillos Hot Dogs LLC	PC - 34986	Lunch - New Hire Interview Panel - 06/09/22	109.14
Total 100 - Administration						1,539.91

<b>Division: 710 - Emergency Services</b>						
453	6305	R&M Equipment	4444 Misc Vendor for Procurement Card	PC - 34967	Turn-Out Gear PPE Repair - 06/15/22	47.00
454	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 34944	10 Field Guide Books	378.65
455	7200	Other Supplies	8525 BlueTriton Brands Inc	PC - 34947	78 Cases of Water for Fire Vehicles	368.53
456	7200	Other Supplies	2219 Jones & Bartlett Learning LLC	PC - 34987	6 Firefighting Skills and Hazmat Books	557.00
457	7200	Other Supplies	4348 Amazon.Com	PC - 34988	Replacement American Flag - Station 63	37.99
458	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 34941	12 RES-Q Rench Tools	281.40
459	7320	Equipment < \$5,000	1747 Murphy's Contractors Equipment Inc	PC - 34942	Anti Vibe Spring for Saw	32.50
460	7320	Equipment < \$5,000	1747 Murphy's Contractors Equipment Inc	PC - 34945	Pulley and Screw for K1270 Saw - Tower 61	53.30

# City of Des Plaines

## Warrant Register 08/01/2022

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
461	7320	Equipment < \$5,000	1747 Murphy's Contractors Equipment Inc	PC - 34946 Bracket, Front Handle, 5 Screws, Etc.- K1270 Saw-Tower 61	194.70
462	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34948 Flat Coiled Trailer Adapter	30.98
463	7320	Equipment < \$5,000	1747 Murphy's Contractors Equipment Inc	PC - 34949 2 Guide Bars, Depth Limit Kit	425.00
464	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34950 10 RAM Mounts, 3 RAM Mount Universal Holders	499.36
465	7320	Equipment < \$5,000	8148 Global Test Supply LLC	PC - 34954 20 Bump Gas for Meters	1,513.00
466	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 34955 Fire Hose Strap Sets	399.92
467	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34968 15 RAM Mount Universal Holders, 5 RAM Mounts	1,496.30
468	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34969 RAM Mounts, 7 Double Ball, 7 Socket Arm, 15 Round Plate	794.02
469	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34971 Partial Credit for Shipping on Order # 111-0105302-8028209	(2.08)
470	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34972 Partial Credit for Shipping on Order # 111-0105302-8028209	(9.52)
471	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34973 Partial Credit for Shipping on Order # 111-0105302-8028209	(1.56)
472	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34974 Partial Credit for Shipping on Order # 111-0105302-8028209	(4.14)
473	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34984 Power Inverter Car Charger Power Adapter - Vehicle 6140	21.99
474	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34985 Portable Laptop Monitor, Laptop Steering Wheel Tray-Veh 6140	267.88
475	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 34982 10 Desk Chairs - Station 61	1,499.90
<b>Total 710 - Emergency Services</b>					<b>8,882.12</b>

<b>Division: 720 - Fire Prevention</b>					
476	5325	Training	1551 IL Fire Inspectors Assoc	PC - 34956 CPR/Fire Inspections Training 06/24/22 - Division Chief	30.00
<b>Total 720 - Fire Prevention</b>					<b>30.00</b>

<b>Division: 730 - Emergency Management Agency</b>					
477	7550	Miscellaneous Expenses	6867 Marianos	PC - 34943 Bakery Items for EMA Volunteer Meeting 06/08/22	8.48
<b>Total 730 - Emergency Management Agency</b>					<b>8.48</b>

<b>Total 70 - Fire Department</b>					<b>10,460.51</b>
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<b>Total 100 - General Fund</b>					<b>32,833.59</b>
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<b>Fund: 260 - Asset Seizure Fund</b>					
<b>Program: 2610 - Customs</b>					
478	6310	R&M Vehicles	1496 Des Plaines Honda	PC - 34929 Replacement Side Mirror on ATV 6/2/2022	23.99
<b>Total 2610 - Customs</b>					<b>23.99</b>

<b>Program: 2620 - DEA</b>					
479	5325	Training	1470 IL Tactical Officers Assoc	PC - 34936 SWAT Critical Incident Mgmt Class 8/30-8/31/2022 (1 TRT SGT)	150.00

# City of Des Plaines

## Warrant Register 08/01/2022

### JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
480	5325	Training	1470 IL Tactical Officers Assoc	PC - 34937	SWAT Critical Incident Mgmt Class 8/30-8/31/2022 (1 TRT Cmdr)	150.00
481	7320	Equipment < \$5,000	1493 Galls Inc	PC - 34888	Duffle Bag and Medical Response Bag for TRT	125.94
482	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34889	Red Dot Sight For TRT Rifle	450.99
483	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34890	Refund for Red Dot Sight for TRT Rifle	(450.99)
484	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34891	Red Dot Sight For TRT Rifle	445.00
Total 2620 - DEA						870.94

<b>Program: 2640 - Forfeit</b>						
485	6115	Licensing/Titles	1744 IL Secretary of State	PC - 34989	Squad 73 Vehicle Registration for 2022 Lic# E115451	154.40
486	6115	Licensing/Titles	1744 IL Secretary of State	PC - 34990	Squad 72 Vehicle registration for 2022 Lic# E115452	154.40
487	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 34951	Food for K9 Jager 6/6/2022	81.89
488	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 34952	Food and Dog Wash for K9 Jager 6/26/2022	88.19
<b>Total 2640 - Forfeit</b>						<b>478.88</b>

<b>Total 260 - Asset Seizure Fund</b>	<b>1,373.81</b>
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<b>Fund: 400 - Capital Projects Fund</b>						
489	6195	Miscellaneous Contractual Services	6035 IL Dept of Natural Resources IDNR	PC - 34892	IDNR Protection/Preservation Review 6/10/22 - MFT 22-00226-00-RS	127.81
<b>Total 400 - Capital Projects Fund</b>						<b>127.81</b>

<b>Fund: 420 - IT Replacement Fund</b>						
490	8005	Computer Hardware	4348 Amazon.Com	PC - 34993	Dell 43 Inch Monitor for IT Department	910.35
491	8005	Computer Hardware	4348 Amazon.Com	PC - 34996	APC UPS Surge Protector for City Use	169.99
492	8005	Computer Hardware	4444 Misc Vendor for Procurement Card	PC - 35000	Remarkable-2 Digital Tablet for City Use	2,542.32
493	8005	Computer Hardware	8415 Ubiquiti Inc	PC - 35005	Ethernet Surge Protector	221.40
494	8005	Computer Hardware	4348 Amazon.Com	PC - 35012	Cisco 1000 Network Switch for City Use	367.89
495	8005	Computer Hardware	1035 Dell Marketing LP	PC - 35013	Dell Laptop Docking Stations for City Use	2,074.88
496	8005	Computer Hardware	4348 Amazon.Com	PC - 35015	Cisco 1000 Network Switch for City Use	344.66
497	8005	Computer Hardware	4348 Amazon.Com	PC - 35018	Cisco 1000 Network Switch for City Use	1,182.60
<b>Total 420 - IT Replacement Fund</b>						<b>7,814.09</b>

<b>Fund: 500 - Water/Sewer Fund</b>						
<b>Division: 550 - Water Systems</b>						
498	5325	Training	4444 Misc Vendor for Procurement Card	PC - 34864	Reimb Exp - Hotel for ACE 22 Training 6/11-6/15/22 - Maint Op	1,545.80
499	5325	Training	4444 Misc Vendor for Procurement Card	PC - 34865	Reimb Exp - Hotel for ACE 22 Training 6/11-6/15/22 - Foreman	1,545.80
500	5325	Training	4444 Misc Vendor for Procurement Card	PC - 34866	Reimb Exp - Hotel for ACE 22 Training 6/11-6/15/22 - Asst Dir	1,545.80

# City of Des Plaines

## Warrant Register 08/01/2022

### JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
501	5325	Training	4444 Misc Vendor for Procurement Card	PC - 34914	MCWWA Meeting Registration - 6/15/22 - Superintendent	25.00
502	5325	Training	4444 Misc Vendor for Procurement Card	PC - 34961	Reimb Exp - Hotel for ACE 22 Training 6/11-6/15/22 - Supt	1,545.80
503	7020	Supplies - Safety	4348 Amazon.Com	PC - 34915	Steel Toe Hip Boots	67.32
504	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 35036	Granite Top for Maple St Pump Station	1,133.00
505	7070	Supplies - Water System Maintenance	4348 Amazon.Com	PC - 34964	Heat Shrink Tubing, Rubber Splicing Tape, Wire Connector Nuts	36.68
506	7070	Supplies - Water System Maintenance	4348 Amazon.Com	PC - 34966	Qty 5 1000-Foot CAT6 Plenum Cables	792.45
507	7500	Postage & Parcel	1700 United States Postal Service	PC - 34965	Postage-IEPA Consumer Confidence Report Certification Mailing	8.36
Total 550 - Water Systems						8,246.01

<b>Division: 560 - Sewer Systems</b>						
508	5320	Conferences	5528 CSWEA Central States Water Environmental Assoc	PC - 34963	CSWEA Conference - 6/29/22 - Foreman and 2 Maint Operators	180.00
509	7020	Supplies - Safety	4348 Amazon.Com	PC - 34960	1 Case of Disposable Coveralls	136.91
510	7075	Supplies - Sewer System Maintenance	4444 Misc Vendor for Procurement Card	PC - 34962	Refund - Tax for Alternating Relay Columbia LS	(9.62)
<b>Total 560 - Sewer Systems</b>						<b>307.29</b>

<b>Total 500 - Water/Sewer Fund</b>						<b>8,553.30</b>
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<b>Fund: 700 - Escrow Fund</b>						
511	2221	Taste of Des Plaines	1076 Sam's Club Direct	PC - 34869	Supplies for Taste of Des Plaines 6/17-6/18/22	74.90
512	2221	Taste of Des Plaines	5278 Walmart Neighborhood Market	PC - 34875	Supplies for Taste of Des Plaines 6/17-6/18/22	20.89
513	2221	Taste of Des Plaines	1076 Sam's Club Direct	PC - 34877	Supplies for Taste of Des Plaines 6/17-6/18/22	26.94
514	2221	Taste of Des Plaines	1076 Sam's Club Direct	PC - 34878	Supplies for Taste of Des Plaines 6/17-6/18/22	72.76
515	2221	Taste of Des Plaines	7456 Giuseppe's Incorporated	PC - 34881	Crew Lunch 6/17/22 for Taste of Des Plaines Set Up	187.52
516	2221	Taste of Des Plaines	2337 Shop & Save Market	PC - 34882	Ice for 2022 Taste of Des Plaines	4.99
517	2221	Taste of Des Plaines	4444 Misc Vendor for Procurement Card	PC - 34883	Eight Rolls of Raffle Tickets for Taste of Des Plaines 6/18/22	79.20
518	2221	Taste of Des Plaines	4444 Misc Vendor for Procurement Card	PC - 34884	Return 8 Rolls of Raffle Tickets - Taste of Des Plaines 6/18/22	(79.20)
519	2221	Taste of Des Plaines	8595 Alpha-Lit Chicago LLC	PC - 34893	Event Decor for Taste of Des Plaines - 50% Remaining Balance	450.00
520	2221	Taste of Des Plaines	6109 Facebook Inc	PC - 34894	2022 Taste of Des Plaines Boosted Ads 06/07-06/09/2022	10.00
521	2221	Taste of Des Plaines	6018 A Moon Jump 4-U Incorporated	PC - 34895	C01 Fee for 2022 Taste of Des Plaines from Inflatable Vendor	51.50
522	2221	Taste of Des Plaines	6832 Marathon Sportswear Inc	PC - 34897	80 T-Shirts for 2022 Taste of Des Plaines	560.13
523	2221	Taste of Des Plaines	6109 Facebook Inc	PC - 34898	2022 Taste of Des Plaines Boosted Ads 06/09-06/12/2022	10.00

**City of Des Plaines**  
**Warrant Register 08/01/2022**  
**JPMorgan Chase**

Line #	Account		Vendor	Invoice	Invoice Description	Amount
524	2221	Taste of Des Plaines	6109 Facebook Inc	PC - 34899	2022 Taste of Des Plaines Boosted Ads 06/11-06/14/2022	10.00
525	2221	Taste of Des Plaines	4444 Misc Vendor for Procurement Card	PC - 34900	Crew Lunch for Taste of Des Plaines Set Up on 6/16/22	114.88
526	2221	Taste of Des Plaines	6096 Harris Ice Company Inc	PC - 34901	22 Lbs of Ice for 2022 Taste of Des Plaines	130.00
527	2226	Special Events - July 4th	6928 Fun Express LLC	PC - 34896	Parade Float Decor - July 4, 2022	95.21
<b>Total 700 - Escrow Fund</b>						<b>1,819.72</b>
<b>Grand Total</b>						<b>52,522.32</b>

# City of Des Plaines

## Warrant Register 08/01/2022

### Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 2,519,545.30 **	8/1/2022
Manual Checks	\$ 16,603.63 **	7/14/2022
Payroll	\$ 1,410,204.54	7/15/2022
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ 52,522.32 **	7/25/2022
Chicago Water Bill ACH	\$ 86,748.53	7/29/2022
Postage Meter Direct Debits	\$ -	
Postage - Pitney Bowes Annual	\$ -	
Utility Billing Refunds	\$ -	
Property Purchase-Earnest Money		
-1460 Miner St	\$ 20,000.00	7/14/2022
Debt Interest Payment	\$ -	
IMRF Payments	\$ 112,243.27	7/8/2022
Employee Medical Trust	\$ -	
<b>Total Cash Disbursements:</b>	<b><u>\$ 4,217,867.59</u></b>	

\* Multiple transfers processed on and/or before date shown

\*\* See attached report

Adopted by the City Council of Des Plaines

This First Day of August 2022

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

\_\_\_\_\_  
Jessica M. Mastalski, City Clerk

\_\_\_\_\_  
Andrew Goczkowski, Mayor





CITY MANAGER'S OFFICE

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

MEMORANDUM

**Date:** July 19, 2022  
**To:** Mayor Goczkowski and Aldermen of the City Council  
**From:** Michael G. Bartholomew, City Manager *MB*  
**Subject:** Acquisition of 269, 281, and 299 South River Road

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Attached for your consideration is an ordinance authorizing a best and final offer and eminent domain proceedings if necessary for the acquisition of 269, 281, and 299 South River Road.

**Attachments:** Ordinance M-23-22  
Exhibit A

CITY OF DES PLAINES

ORDINANCE M -23- 22

AN ORDINANCE AUTHORIZING THE ACQUISITION  
THROUGH CONDEMNATION OF  
FEE SIMPLE TITLE TO THE PROPERTIES LOCATED  
AT 269, 281, AND 299 SOUTH RIVER ROAD

WHEREAS, the City of Des Plaines (“*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 real properties commonly known as 269, 281, and 299 South River Road (“*Subject Properties*”) are legally described in *Exhibit A* attached to, and by this reference, made a part of this Ordinance; and

WHEREAS, the City desires to acquire the Subject Properties, demolish any structures on the Subject Properties, and use the Subject Properties for proper public purposes, including, without limitation, as open green space in order to further the City’s beautification goals and for stormwater detention and related uses; and

WHEREAS, the City has been attempting to engage the owners of the Subject Properties (“*Owners*”) in good faith negotiations with the goal of reaching a mutual agreement on a price at which the each Owner would be willing to sell its respective portion of the Subject Properties to the City and at which the City would be willing to purchase the respective portion of the Subject Properties from each of the Owners (“*Fair Price*”); and

WHEREAS, as part of its good faith negotiations, the City presented to the Owners offers to purchase the respective portions of the Subject Properties (“*City’s Offers*”); and

WHEREAS, the Owners have either provided no response or no reasonable response to the City’s Offers; and

WHEREAS, the City intends to make a best and final offer based upon an independent appraisal prepared and submitted by a Member of the Appraisal Institute in an effort to acquire the Subject Properties at a Fair Price in voluntary transactions (“*City’s Final Offers*”), and if the City’s Final Offers are rejected, then the City is adopting this Ordinance to authorize the initiation of eminent domain proceedings; and

WHEREAS, the City Council specifically finds that it is necessary, advisable, and in the best interests of the City to acquire the Subject Properties in the manner, and pursuant to the powers and authority, set forth in this Ordinance and in the Illinois Compiled Statutes, including specifically, but without limitation, the provisions of Section 5/11-61-1 *et seq.* of the Illinois Municipal Code, Section 5/11-74.4-4(c) of the Illinois Municipal Code, and the Illinois Eminent Domain Act, 735 ILCS 30/1-1-1 *et seq.*;

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

**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: ACQUISITION NECESSARY, CONVENIENT, AND DESIRABLE.** The City Council finds that it is necessary, convenient, and desirable for the City to acquire the Subject Properties in furtherance of the purposes set forth in the recitals of this Ordinance and as may otherwise be authorized by law. The City Council finds that the location of the Subject Properties is proper and appropriate for such purposes and that the Subject Properties are properly and lawfully subject to condemnation by the City.

**SECTION 3: AUTHORIZATION FOR ACQUISITION.** If any of the Owners and the City Manager and City's General Counsel are unable to agree on the amount of compensation to be paid by the City to the respective Owner for the purchase of its respective portion of the Subject Properties, and if an Owner fails or refuses to accept the City's Final Offer, then the City Council, in furtherance of the findings and public purposes set forth in this Ordinance and in accordance with the authority conferred by the Illinois Compiled Statutes including specifically, but without limitation, the provisions of Section 5/11-61-1 *et seq.* of the Illinois Municipal Code, Section 5/11-74.4-4(c) of the Illinois Municipal Code, and the Illinois Eminent Domain Act, 735 ILCS 30/1-1-1 *et seq.*, authorizes and directs the City's General Counsel to file and prosecute to completion eminent domain or other legal proceedings to acquire fee simple title to the Subject Properties.

**SECTION 4: EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**[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**

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF SUBJECT PROPERTIES**

1. Lot 15 except the north half and lot 16 except the south half in block 2 of River Rand Road subdivision in Sections 16 & 17, Township 41 north, Range 12 east of the third principal meridian in Cook County, Illinois.  
PIN 09-16-103-002-0000  
Commonly known as 269 South River Road, Des Plaines, Illinois
2. The south half of lot 16 and lot 17 in block 2 of River Rand Road subdivision in Sections 16 & 17, Township 41 north, Range 12 east of the third principal meridian in Cook County, Illinois.  
PIN 09-16-103-003  
Commonly known as 281 South River Road, Des Plaines, Illinois
3. Lot 18 in block 2 of River Rand RAOD subdivision in Sections 16 & 17, Township 41 north, Range 12 east of the third principal meridian in Cook County, Illinois.  
PIN 09-16-103-004  
Commonly known as 299 South River Road, Des Plaines, Illinois