



CITY COUNCIL AGENDA

Monday, October 3, 2022

Closed Session – 6:00 p.m.

Regular Session – 7:00 p.m.

Room 102

CALL TO ORDER

CLOSED SESSION

PROBABLE OR IMMINENT LITIGATION
PERSONNEL
SALE OF PROPERTY
PURCHASE OR LEASE OF PROPERTY
LITIGATION

REGULAR SESSION

ROLL CALL
PRAYER
PLEDGE OF ALLEGIANCE

PROCLAMATION

NATIONAL DIVERSITY WEEK (OCTOBER 3-7)

PUBLIC COMMENT

(matters not on the agenda)

ALDERMEN ANNOUNCEMENTS/COMMENTS

MAYORAL ANNOUNCEMENTS/COMMENTS

Motion to Extend Declaration of Civil Emergency

CITY CLERK ANNOUNCEMENTS/COMMENTS

MANAGER'S REPORT

CITY ATTORNEY/GENERAL COUNSEL REPORT

CONSENT AGENDA

1. **RESOLUTION R-156-22:** Awarding the Bid for Custodial Services for the 2023-2025 Term to Crystal Maintenance Plus Corporation, Mt. Prospect, Illinois in the Three-Year Amount of \$332,400. Budgeted Funds – Facilities and Grounds Maintenance/Custodial Services.
2. **RESOLUTION R-157-22:** Authorizing Additional Funding for the Purchase of Ford Trucks Through the State of Illinois Joint Purchasing Master Contract in the Amount of \$340,000. Budgeted Funds – Vehicle Replacement and Water/Sewer Equipment Replacement Funds.
3. **RESOLUTION R-159-22:** Authorizing the Purchase of Elevator Alarm Monitoring Services from Emergency 24, Inc. in an Amount Not-to-Exceed \$37,000. Budgeted Funds – Fire Department/Emergency Services/Dispatch Services.
4. **SECOND READING – M-26-22:** Approving a Change in Classification of an Existing Liquor License for At 7, LLC d/b/a At 7 Bar & Grill, 1472 Market Street from a Class AB-1 (Bulk Sales & Tavern) to a Class A (Tavern, Consumption on Premises)
5. **SECOND READING – M-27-22:** Approving a Change in Classification of an Existing Liquor License for Louie’s Crab House, LLC d/b/a Boston Fish Market Pier 4, 1225 East Forest Avenue from a Class H1 (Restaurant, Beer & Wine Only) to a Class A (Tavern, Consumption on Premises)
6. **RESOLUTION R-99-22:** Approving Hazard Mitigation Grant Agreements with the Metropolitan Water Reclamation District (MWRD) and the Illinois Department of Natural Resources (IDNR) for Funding, Acquisition, and Demolishment of up to 37 Structures Within the Floodplain
7. Minutes/Regular Meeting – September 19, 2022
8. Minutes/Closed Session – September 19, 2022

UNFINISHED BUSINESS

1. a. Consideration of Amendments to Chapter 2 of Title 13 Regarding Processes in Applying for and Receiving Plat Approval – **FIRST READING – ORDINANCE M-29-22** (*deferred from the 9/19/22 City Council Meeting*)
- b. Consideration of Amendments to Chapter 2 of Title 13 Regarding Receiving Reductions of Performance Security Bonds for Required Public Improvements – **FIRST READING – ORDINANCE M-30-22** (*deferred from the 9/19/22 City Council Meeting*)

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
 - a. Warrant Register in the Amount of \$4,593,300.38 – **RESOLUTION R-158-22**

2. COMMUNITY DEVELOPMENT – Alderman Malcolm Chester, Chair
 - a. Consideration of a Zoning Map Amendment and Major Variations Related to Parking and Landscape Requirements for the Proposed Revitalization of Arndt Park at 1946 and 1990 White Street – **FIRST READING – ORDINANCE Z-30-22**
 - b. Consideration of Major Variations for Residential Driveway Width and Residential Walkway and Patio Setbacks at 815 Thacker Street – **FIRST READING -- ORDINANCE Z-31-22**

OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER

ADJOURNMENT

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

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



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: September 21, 2022
To: Aldermen
From: Andrew Goczkowski, Mayor *AG..*
Cc: Michael G. Bartholomew, City Manager
Subject: Proclamation

At the beginning of the Oct. 3, 2022 City Council Meeting, we will be issuing a Proclamation declaring the month of October as Global Diversity Awareness Month, as well as Oct. 3-Oct. 7 as National Diversity Week.

OFFICE OF THE MAYOR

CITY OF

DES PLAINES, ILLINOIS

WHEREAS, *October is Global Diversity Awareness Month – a time to celebrate the diversity and make-up of our country as well as include and embrace different cultures as a community; and*

WHEREAS, *likewise, National Diversity Week is October 3rd to October 7th, was established to remember and understand the value of each human being, regardless of their nationality, race, color, sex, gender, country of origin, language, or otherwise; and*

WHEREAS, *equality, inclusion, and safety for all persons are core values for the people of Des Plaines and our diversity contributes to our City's uniqueness and strength; and*

WHEREAS, *Des Plaines is committed to its continuation of promoting equality and mental and physical well-being of our citizens.*

Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES do hereby proclaim October as Global Diversity Awareness Month and October 3rd to October 7th, 2022 as

NATIONAL DIVERSITY WEEK

in the City of Des Plaines and encourage all residents to observe and celebrate the diversity of our City and value compassion, inclusion, respect, and dignity; and our commitment to building a community, in which everyone is valued and has the opportunity to thrive.

Dated this 3rd day of October, 2022

Andrew Goczkowski, Mayor



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: September 22, 2022

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

From: Tom Bueser, Superintendent of General Services *T.B.*
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: Award Bid — Custodial Services 2023-2025

Issue: The current Custodial Services contract expires on December 31, 2022. This contract was advertised for bid with an opening date of September 8, 2022.

Analysis: A total of six responses were received from the contractors who attended a pre-bid meeting. The bid specifications require the bidders to provide an annual cost and a quality control plan for custodial services at each of the following City facilities: City Hall, Police Department, Public Works Facility, Downtown Transit Center, Library Parking Garage, and Metropolitan Square Parking Garage. The bid tabulation is listed below:

Company	Extended Three-Year Total
Crystal Maintenance Plus Corp.	\$332,400.00
Multisystem Management Company	\$453,477.83
Eco Clean Maintenance, Inc.	\$472,092.00
Chi-Town Cleaning Services Co.	\$525,300.00
Bravo Services, Inc.	\$596,813.40
Alpha Building Maintenance Services, Inc.	\$781,452.00

Crystal Maintenance has the current three-year contract and has performed adequately.

Recommendation: We recommend the award of the Custodial Services 2023-2025 contract to Crystal Maintenance Plus Corp., 1699 Wall St., Mount Prospect, IL, 60056 in the three-year amount of \$332,400. This contract will be funded from the Facilities and Grounds Maintenance, Custodial Services (100-50-535-0000.6145) account.

Attachments:

Resolution R-156-22
Exhibit A – Crystal Maintenance Plus Corp. Contract

CITY OF DES PLAINES

RESOLUTION R - 156 - 22

A RESOLUTION APPROVING AN AGREEMENT WITH CRYSTAL MAINTENANCE PLUS CORP. FOR CUSTODIAL SERVICES.

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

WHEREAS, the City desires to contract for the performance of custodial services at certain City-owned properties ("**Services**") for a three-year term ("**Term**"); and

WHEREAS, the City has appropriated sufficient funds in the Facilities and Grounds Maintenance account for the performance of Services; and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City of Des Plaines City Code ("**City Code**") and the City's purchasing policy, City staff issued an invitation to bid for the procurement of the Services; and

WHEREAS, the City received six bids, which were opened on September 8, 2022; and

WHEREAS, Crystal Maintenance Plus Corp. ("**Contractor**") submitted the lowest responsible bid for the performance of the Services in a total not-to-exceed amount of \$332,400 for the Term; and

WHEREAS, the City desires to enter into an agreement with Contractor for the performance of the Services in the not-to-exceed amount of \$332,400 ("**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 to be approved by the General Counsel.

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

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

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP - Resolution Approving an Agreement with Crystal Maintenance Plus Corp for Custodial Services 2023-2025

CITY OF DES PLAINES

CONTRACT FOR

Custodial Services 2023-2026

Full Name of Bidder CRYSTAL MAINTENANCE PLUS, CORP. ("Bidder")
Principal Office Address 749 PRESTWICK LN WHEELING IL. 60090
Local Office Address 1699 HALL ST SUITE 112 MOUNT PROSPECT IL. 60056
Contact Person MONICA TALAR Telephone Number (708) 307 8090

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

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. NONE [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 custodial services within the City of Des Plaines (the "Work Site") at the following locations: City Hall (1420 Miner St.), Police Station (1418 Miner St.), Public Works Department (1111 Joseph Schwab Rd.), Metra Station (1501 Miner St.), Library Parking Deck (1444 Prairie Ave.), Civic Parking Deck (606 Lee St.), and Metropolitan Square Parking Deck (648 Metropolitan Way);
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith. The vendor at its own expense shall obtain a City of Des Plaines Contractor's License;
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 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 all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all custodial services maintenance per Attachment A -- Schedule of Prices:

2023 Total Annual Cost	98,880.00
2024 Total Annual Cost	116,760.00
2025 Total Annual Cost	116,760.00
Extended Three Year Total	332,400.00

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; and
4. 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.

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 all bonds and all insurance certificates and policies of insurance specified in this Contract by January 1, 2023 (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 for the following three-year term:

- Year 1- January 1, 2023 through December 31, 2023
- Year 2- January 1, 2024 through December 31, 2024
- Year 3- January 1, 2025 through December 31, 2025

The Owner will have the right to renew this Contract/Proposal for two additional one-year renewal terms (each, a "Renewal Term") by providing Bidder with written notice of renewal at least 60 days prior to the expiration of the Term or the applicable Renewal Term. Owner may terminate this Contract/Proposal at its convenience by providing Bidder 30 days advance written notice thereof. At all times during the Term and any Renewal Term, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work in accordance with this Contract/Proposal, as directed by Owner, and more fully described in Attachment A.

If, at any time during the term of the Contract, the Owner determines that the Work is not being completed by Bidder in full compliance with specifications and as required by or pursuant to this Contract, then Owner may, after providing Bidder with notice of such deficiency in performance and providing Bidder with 4 hours to cure such deficiency, 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:

\$ 250.00 per day/occurrence

A second occurrence of a specific deficiency in performance shall automatically trigger Bidder's obligation to pay the Per Diem Administrative Charge. Any Per Diem Administrative Charges assessed against Bidder will be deducted from any funds owed by Owner to Bidder.

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 and policies 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

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. If 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 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, that Bidder and all of Bidder's subcontractors have an active apprenticeship and training program approved and registered with the United States Department Labor Bureau of Apprenticeship and Training for each of the trades that will perform Work under this Contract.

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.

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; minimum 4 municipal references.
- Bidder has fully completed the entire Contract form, including the Bid Page in Attachment A.
- Bidder has submitted a certified check or bid bond, as required by the Instructions to Bidders and a Quality Control Plan per Attachment A.
- Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. 0 [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 has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

Dated: SEPTEMBER, 7, 2022.

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

Bidder's Name: CRYSTAL MAINTENANCE PLUS, CORP

Doing Business As (if different): N/A

Signature of Bidder or Authorized Agent: Monika Talar Date: 09-07-2022

(corporate seal) Printed Name: MONIKA TALAR

(if corporation) Title/Position: PRESIDENT

Bidder's Business Address: 749 PRESTWICK LN
WHEELING IL. 60090

Bidder's Business Telephone: 708/307-8090 Facsimile: 847/228-6588

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

NAME	TITLE	ADDRESS
<u>MONIKA TALAR</u>	<u>PRESIDENT</u>	<u>749 PRESTWICK LN WHEELING IL</u>

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

#12787998_v1

2022-2025 Custodial Services Base Bid Schedule of Prices

Location	2023 Monthly Cost	2024 Monthly Cost	2025 Monthly Cost
City Hall	3,050.00	3,050.00	3,050.00
Police	1,990.00	1,990.00	1,990.00
Police Station Addition as applicable	n/a	1,490.00	1,490.00
Public Works	820.00	820.00	820.00
Metropolitan Square Parking Structure	650.00	650.00	650.00
Library Parking Structure	590.00	590.00	590.00
Civic Parking Deck	590.00	590.00	590.00
Metra Train Station	550.00	550.00	550.00
Total =	8,240.00	9,730.00	9,730.00

2023 Total Annual Cost (Total Monthly x 12)=	98,880.00
2024 Total Annual Cost (Total Monthly x 12)=	116,760.00
2025 Total Annual Cost (Total Monthly x 12)=	116,760.00
Three Year Extended Total	332,400.00

Alternate Prices

Location	2023 Cost	2024 Cost	2025 Cost
City Hall: exterior window washing per occurrence for the entire building	3,400.00	3,400.00	3,400.00
Police Department: exterior window washing per occurrence for the entire building	1,600.00	1,600.00	1,600.00
Metropolitan Square Parking Structure: Mechanical sweeping of the entire parking garage per occurrence	1,400.00	1,400.00	1,400.00
Library Parking Structure: Mechanical sweeping of the entire parking garage per occurrence	980.00	980.00	980.00
Civic Parking Deck Structure: Mechanical sweeping of the entire parking garage per occurrence	990.00	990.00	990.00
Porter Service (per hour rate)	20.00	20.00	20.00

REFERENCES

List below the names of 4 past or current customers/clients where similar types of work are currently being performed.

NAME OF COMPANY: Village of Elk Grove Village
ADDRESS: 901 Wellington Ave Elk Grove Village IL 60007
CONTACT: BRIAN MISIAK
PHONE NUMBER: (847) 357-4098

NAME OF COMPANY: Village of Mount Prospect
ADDRESS: 50 S. Emerson Mount Prospect IL 60056
CONTACT: Paul Fahey
PHONE NUMBER: (847) 875-0886

NAME OF COMPANY: Niles Park District
ADDRESS: 6676 N. Howard St. Niles IL 60714
CONTACT: Tim Majewski
PHONE NUMBER: (847) 878-2262

NAME OF COMPANY: City of Warrenville
ADDRESS: 28 W. 701 Stafford Pl. Warrenville IL 60555
CONTACT: Douglas Eageny
PHONE NUMBER: (630) 836-3055



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: September 22, 2022

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

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

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

Subject: Pre-Approve Funding for Ford Trucks through the State of Illinois Joint Purchasing Master Contract

Issue: The approved 2022 City budget includes \$300,000 in funding for the replacement of three Ford F-350 pick-up trucks (#5044, #5066, #5077), a F-450 dump truck (#8026), and one F-450 service body truck (#5076).

Analysis: Ford Motor Company has announced that there will be no production on Super Duty Trucks until next year, when they will produce 2023 models. Ford expects to have new specifications available in October of 2022 that will feature restyled bodies and conform to revised EPA greenhouse gas emissions standards for 2023 and later model year vehicles.

Ford Motor Company recently released the State of Illinois Joint Purchasing master contract specifications for Explorer utility vehicles which had an ordering window of four days. Pricing per the Illinois Joint Purchasing master contract compared to National Auto Fleet Group pricing through Sourcewell was approximately \$4,000 less per vehicle. Expectations are for Ford pick-up truck specifications to be rolled out the second week of October 2022 with a similar time frame for ordering. Due to this expedited time frame for ordering these fleet vehicles PW staff is requesting pre-authorization to utilize budgeted funding.

During budget preparations for fiscal year 2023 these Ford trucks have been listed as carryover items as they were unavailable to be purchased in 2022. Pricing was adjusted to reflect increased costs due to material mark-ups and supply chain issues. Updated pricing is listed in the chart on the following page:

Unit #	Description	2022 Budgeted Amount	2023 Adjusted Budget Amount
5044	F-350 pick-up	\$53,000	\$58,000
5066	F-350 pick-up	\$53,000	\$63,000
5077	F-350 pick-up	\$53,000	\$63,000
8026	F-450 dump body	\$73,000	\$78,000
5076	F-450 service body	\$68,000	\$78,000
Total		\$300,000	\$340,000

Recommendation: We recommend pre-approval of budgeted funding in the amount of \$340,000 for the purchase of three Ford F-350 pick-up trucks, a Ford F-450 dump body truck, and a Ford F-450 service body through the State of Illinois Joint Purchasing Master Contract. This purchase will be funded from the Vehicle Replacement Fund (410-00-000-0000-8020) and Water/Sewer Equipment Replacement Fund (500-00-570-0000-8015).

Attachments:
Resolution R-157-22

CITY OF DES PLAINES

RESOLUTION R - 157 - 22

A RESOLUTION AUTHORIZING ADDITIONAL FUNDING FOR THE PURCHASE OF FORD TRUCKS THROUGH THE STATE OF ILLINOIS JOINT PURCHASING MASTER CONTRACT.

WHEREAS, on November 1, 2021, the City Council adopted Resolution R-179-21, approving the 2022 Annual Budget for the City of Des Plaines ("**2022 Budget**"); and

WHEREAS, the 2022 Budget includes \$300,000 in funding for the replacement of three Ford F-350 pick-up trucks, one F-450 dump truck, and one F-450 service body truck through the State of Illinois Joint Purchasing Master Contract ("**Equipment Purchase**"); and

WHEREAS, Ford Motor Company announced that Super Duty Trucks will not be produced until 2023 that will feature restyled bodies and conform with revised EPA greenhouse gas emissions standards for 2023 and later model year vehicles; and

WHEREAS, during budget preparations for fiscal year 2023 ("**2023 Budget**"), the Equipment Purchase has been listed as a carryover item since the trucks are unavailable for purchase in 2022; and

WHEREAS, due to material mark-ups and supply chain issues, pricing for the Equipment Purchase in the 2023 Budget must be adjusted to reflect increased costs in an additional amount not to exceed \$40,000; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize additional funding for the Equipment Purchase in the 2023 Budget in an amount not to exceed \$40,000 for a total amount not to exceed \$340,000;

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: AUTHORIZATION OF ADDITIONAL FUNDING. The City Council hereby authorizes the additional funding in the 2023 Budget for the Equipment Purchase in an amount not to exceed \$40,000 for a total amount not to exceed \$340,000.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Additional Funding for the Purchase of Ford Trucks

MEMORANDUM

Date: September 14, 2022

To: Michael G. Bartholomew, City Manager

From: Daniel Anderson, Fire Chief *DA*

Subject: Approval of On-Going Elevator Alarm Monitoring by Emergency 24.

Issue: The City entered into an agreement several years ago with Emergency 24 Inc. (“E-24”) for the purposes of monitoring elevator alarms and answering calls initiated from within the elevator on a fee per call basis. The Fire Department 2022 Budget included \$19,200 and which was encumbered through Purchase Order No. 2022-107 earlier this year. The purchase order has been exhausted after having paid invoices for the first seven months of 2022. Approval of the 2022 continued expenditures for E-24 alarm monitoring is requested.

Analysis: The number of elevator calls monitored and answered by E-24 has been trending consistently higher than normal this year. Each month’s invoices vary significantly which prompted me to conduct a review of the entire Elevator Alarm Monitoring Program. Last year, as part of a project to identify phone lines, circuits and their associated costs, all elevator call boxes and alarms were tested several times over the last several months which resulted in higher call volume to E-24 and resulted in an expected increase. There continues to be a significant increase in the number of false activations of the emergency call button which has resulted in false alarms and has increased the number of calls/alarms to be answered by E-24.

Upon request, E-24 provided itemized data which included address specific locations and types of alarms. Evaluation of the data by Fire Prevention Division Chief Schuman identified several issues along with properties that were responsible for the majority of the alarms. Division Chief Schuman was tasked with reviewing the background and intent of the existing monitoring system and responses. Administrative staff met with E-24 to review the background, agreement in place, and the actual need to continue the arrangement.

Division Chief Schuman has reviewed the ordinances, codes, and requirements for elevator alarms. We have determined there is nothing in the code or ordinances that require the City to provide monitoring services for elevator alarms. Any building that has an elevator in it is required to have their elevator alarm answered by a 24-hour service at their expense. The elevator alarm issue is completely different than the City’s fire alarm monitoring requirements.

Staff is working to address all these issues and transition away from the current system, however this may take many months to accomplish.

Upon reviewing the latest statement and preparing the accounts payable batch, it was determined our annual costs were going to exceed the budgeted amount as well as exhaust the approved purchase order for \$19,200.

I anticipate the final expenditures for E-24 is estimated to be approximately \$37,000 based on a review of the monthly expenses so far this year which requires City Council approval. Given the remaining monthly invoices yet to be received for 2022 services, and requirements for elevator alarms/calls to still be monitored, staff requests authority not to exceed \$37,000. This expense is contained in the FY2022 Fire Department Budget – Fire Department/Emergency Services/Dispatch Services.

Recommendation: I recommend that Resolution R - 159 - 22 be approved, authorizing continued service provided under contract with E-24 not to exceed \$37,000.

Attachment:

Resolution R - 159 - 22

CITY OF DES PLAINES

RESOLUTION R - 159 - 22

**A RESOLUTION AUTHORIZING THE PURCHASE OF
ELEVATOR ALARM MONITORING SERVICES FROM
EMERGENCY 24, INC.**

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

WHEREAS, the City has purchased elevator alarm monitoring services ("*Services*") from Emergency 24, Inc. ("*Vendor*") in the past, and the Vendor has performed the Services in a manner satisfactory to the City; and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City Code and the City's purchasing policy, the City has determined that the procurement of the Services is the purchase of professional services and therefore does not require competitive bidding; and

WHEREAS, the City desires to continue to procure the Services from Vendor in the total not-to-exceed amount of \$37,000 for the 2022 fiscal year; and

WHEREAS, the City Council has determined that it is in the best interest of the City to purchase the Services from the Vendor in an amount not to exceed \$37,000 during the 2022 fiscal year;

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

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

SECTION 2: APPROVAL OF PURCHASE. The City Council hereby approves the purchase by the Services from Vendor in the not-to-exceed amount of \$37,000 during the 2022 fiscal year.

SECTION 3: AUTHORIZATION OF PURCHASE. The City Council authorizes and directs the City Manager and the City Clerk to execute and seal documents approved by the General Counsel, and the City Manager to make payments, on behalf of the City, that are necessary to complete the purchase of Services from Vendor in accordance with this Resolution.

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 Purchase of Elevator Alarm Monitoring Service from Emergency 24, Inc (2022)



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: August 30, 2022
To: Honorable Aldermen
From: Andrew Goczkowski, Local Liquor Commissioner
Cc: Vickie Baumann, Permit Technician, Registration & License Division
Subject: Liquor License Request for a Change in Classification

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

At 7 LLC dba At 7 Bar & Grill
1472 Market Street

Class AB-1 – Bulk Sales and Tavern / seats 251-500 (consumption on premises)
- Decrease from 1 to 0

Class A – Tavern / seats 250 or less (consumption on premises)
- Increase from 39 to 40

This request will come before you on the Consent Agenda of the City Council meeting of Monday, September 19, 2022.

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

Andrew Goczkowski
Mayor
Local Liquor Commissioner

Attachments: Ordinance M-26-22
Application Packet

CITY OF DES PLAINES

ORDINANCE M - 26 - 22

AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "A" LIQUOR LICENSE AND REMOVE ONE CLASS "AB-1" LIQUOR LICENSE.

WHEREAS, At 7 LLC, d/b/a At 7 Bar & Grill ("*Applicant*"), applied to the Department of Community and Economic Development for a Class A liquor license for the premises commonly known as 1472 Market Street, Des Plaines, Illinois ("*Premises*") pursuant to Chapter 4 of Title 4 of the Des Plaines City Code ("*City Code*"); and

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

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

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

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

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

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

4-18-1: FEE SCHEDULE:

Section	Fee Description	Number	Term	Fee	
					New
	*	*	*		
Chapter 4	Liquor Control				
4-4-5A	License Fees and Number:				
	Class	Number	Term	Initial Fee	Annual Fee
	Class A	38 39	Annual	\$3,850.00	\$1,925.00
	Class AB-1	1 0	Annual	\$8,470.00	\$4,235.00
	*	*	*		

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

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

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

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

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Add One Class A Liquor License for At 7 LLC dba At 7 Bar & Grill 1472 Market Street



APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: AT 7 LLC DBA AT 7 BAR AND GRILL
Address: 1472 MARKET ST, DES PLAINES, IL Zip: 60016
Mailing Address: 1472 MARKET ST, DES PLAINES Dept: _____
City: DES PLAINES St: IL Zip: 60016
Email: AT7BARANDGRILL@GMAIL.COM Phone#: 224-804-0080
Day/Hours of Operations: Monday: 11AM-1AM Tuesday: 11AM-1AM Wednesday: 11AM-1AM
Thursday: 11AM-1AM Friday: 11AM-2AM Saturday: 11AM-2AM Sunday: 11AM-1AM

CLASSIFICATION

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

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

Title: OWNER % of Stock: 80
Name: RON KAMMO
Title: OWNER % of Stock: 10
Name: ANDY MAYA

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

IVA CRVAK
OWNER

10 % OF STOCK: 10

ADDITIONAL INFORMATION

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

T METRO SQUARE, IL LLC

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

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

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

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

ALC CORP DBA QBAR & GRILL / ACTIVE

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

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

AFFIDAVIT

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

KK INITIALS

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

KK INITIALS

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

KK INITIALS

[Handwritten Signature]

Signature of Owner

RAJESH KANNO

Print Name

SUBSCRIBED and SWORN to before me this

6 day of July, 2022

NOTARY PUBLIC (STAMP SEAL BELOW)





OFFICE OF THE MAYOR

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

MEMORANDUM

Date: August 30, 2022
To: Honorable Aldermen
From: Andrew Goczkowski, Local Liquor Commissioner
Cc: Vickie Baumann, Permit Technician, Registration & License Division
Subject: Liquor License Request for a Change in Classification

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

Louie's Crab House LLC dba Boston Fish Market Pier 4
1225 E Forest Avenue

Class H1 – Restaurant / beer and wine only (consumption on premises)
- Decrease from 9 to 8

Class A – Tavern / seats 250 or less (consumption on premises)
- Increase from 39 to 40

This request will come before you on the Consent Agenda of the City Council meeting of Monday, September 19, 2022.

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

Andrew Goczkowski
Mayor
Local Liquor Commissioner

Attachments: Ordinance M-27-22
Application Packet

CITY OF DES PLAINES

ORDINANCE M - 27 - 22

AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "A" LIQUOR LICENSE AND REMOVE ONE CLASS "H1" LIQUOR LICENSE.

WHEREAS, Louie’s Crab House LLC, d/b/a Boston Fish Market Pier 4 ("*Applicant*"), applied to the Department of Community and Economic Development for a Class A liquor license for the premises commonly known as 1225 E Forest Avenue, Des Plaines, Illinois ("*Premises*") pursuant to Chapter 4 of Title 4 of the Des Plaines City Code ("*City Code*"); and

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

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

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

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

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

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

"4-18-1: FEE SCHEDULE:

Section	Fee Description	Number	Term	Fee	
					New
	*	*	*		
Chapter 4	Liquor Control				
4-4-5A	License Fees and Number:				
	Class	Number	Term	Initial Fee	Annual Fee
	Class A	39 40	Annual	\$3,850.00	\$1,925.00
	Class H1	9 8	Annual	\$3,630.00	\$1,815.00
	*	*	*"		

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

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

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

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

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Add One Class A Liquor License for Louie's Crab House LLC dba Boston Fish Market Pier 4 1225 E Forest Avenue

CHANGE IN CLASSIFICATION



LOCAL LIQUOR COMMISSIONER

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

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: Louie's Crab House LLC d/b/a Boston Fish Market Pier 4

Address: 1225 E Forest Ave, Des Plaines, IL Zip: 60018

Mailing Address: 1225 E Forest Ave Dept: N/A

City: Des Plaines St: IL Zip: 60018

Email: mike@bostonfishmkt.com Phone#: 847-803-2100

Day/Hours of Operations: Monday: 11am - 9pm Tuesday: 11am - 9pm Wednesday: 11am to 9pm

Thursday: 11/- 9pm Friday: 11am - 9pm Saturday: 11am - 9pm Sunday: N/A

CLASSIFICATION

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

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

Title: Member / Executive Director % of Stock: 100

Name: Louis D. Psihogios

Title: N/A % of Stock: N/A

Name: N/A

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

ADDITIONAL INFORMATION

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

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

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

Louie's Boston Fish Market. 412 N. Milwaukee Ave. Wheeling, IL 60090

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

AFFIDAVIT

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


LDP INITIALS

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

LDP INITIALS

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

LDP INITIALS


Signature of Owner

Louis Prihogi
Print Name

SUBSCRIBED and SWORN to before me this

27 day of June, 2022.


NOTARY PUBLIC (STAMP SEAL BELOW)





PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: August 30, 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 *TPO*
 Subject: MWRD and IDNR Hazard Mitigation Grant Agreements – Property Buyout Program

Issue: The Metropolitan Water Reclamation District of Greater Chicago (MWRD) has approved the City’s application to purchase up to 37 structures in the floodplain where the property owners have volunteered to participate in the Hazard Mitigation buyout program. We will be working with MWRD and the property owners on the grant to eliminate structures from the floodplain.

Analysis: MWRD is administrating this grant and requires the City to enter into a Hazard Mitigation Grant Agreement in order to disperse the funds to the City. The MWRD grant amount is not to exceed \$10,000,000 (two installments of \$5,000,000) and the local match is \$1,500,000. The Illinois Department of Natural Resources (IDNR) will provide the local match and also requires the City to enter into a Hazard Mitigation Grant Agreement in order to disperse up to \$1,500,000. City costs will be for legal services, closing costs, and staff costs in a not to exceed amount of \$500,000.

The City will take the lead in the acquisition of the properties and the City will be reimbursed for all eligible expenses incurred in order to purchase and demolish up to 37 homes (listed below) pursuant to both grant agreements (MWRD and IDNR).

375 Hawthorne Ln	396 Hawthorne Ln	397 Hawthorne Ln	1255 S. DP River Road
1640 E. Algonquin Rd	1704 Van Buren St	1752 Junior Terrace	1761 Junior Terrace
1770 Rand Rd	1776 Rand Rd	1796 Rand Rd	1820 E. Algonquin Rd
1872 Big Bend Dr	1880 Berry Ln	1898 Big Bend Dr	1900 Berry Ln
1929 Berry Ln	1052 S. DP River Rd	1211 S. DP River Rd	1277 River Dr
1669 E Walnut	1812 E. Algonquin Rd	1883 Berry Ln	1889 Berry Ln
1300 River Dr	1757 Locust St	1800 E. Algonquin Rd	1816 E. Algonquin Rd
1868 Bennett Pl	1878 Big Bend Dr	1890 Big Bend Dr	1939 Berry Ln
1954 Big Bend Dr	2031 Welwyn Ave	2040 Welwyn Ave	2073 Cedar St
2458 Seminary Ave			

Recommendation: We recommend approval of the MWRD and the IDNR reimbursable grant agreements to fund, acquire and demolish up to 37 structures within the flood plain. Total cost to the City is estimated at \$500,000 (\$250,000 in 2023 and \$250,000 in 2024).

Attachments:

Resolution R-99-22

Exhibit A – MWRD Grant Agreement

Exhibit B – IDNR Grant Agreement

CITY OF DES PLAINES

RESOLUTION R - 99 - 22

A RESOLUTION APPROVING A HAZARD MITIGATION GRANT AGREEMENT WITH THE METROPOLITAN WATER RECLAMATION DISTRICT AND A HAZARD MITIGATION GRANT AGREEMENT WITH THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES.

WHEREAS, Metropolitan Water Reclamation District of Greater Chicago ("**MWRD**") provides Hazard Mitigation Assistance ("**HMA**") grant funding; and

WHEREAS, MWRD has awarded a HMA grant to the City in the not to exceed amount of \$10,000,000 ("**Grant**") for the acquisition of up to 37 structures ("**Properties**") located within the flood plain that have been repeatedly damaged by flooding ("**Project**"); and

WHEREAS, in order to receive the Grant, the City must enter into a grant agreement with MWRD ("**MWRD Agreement**"); and

WHEREAS, the MWRD Agreement provides for the payment of a local share of the Project costs in the estimated amount of \$1,500,000 ("**Local Share**"); and

WHEREAS, the City and the Illinois Department of Natural Resources ("**IDNR**") desire to enter into an agreement under which IDNR will reimburse the City for \$1,500,000 of the Local Share ("**IDNR Agreement**"); and

WHEREAS, pursuant to the MWRD Agreement, the MWRD will be responsible for 98.4 percent of the purchase price of the Properties; and

WHEREAS, the City will ultimately be responsible for legal costs, closing costs, staff costs, and 1.6 percent of the Property purchase costs, in the total estimated amount of \$500,000; and

WHEREAS, the City Council has determined that it is in the best interest of the City to: (i) enter into the MWRD Agreement with the MWRD; and (ii) enter into the IDNR Agreement with the IDNR;

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

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

SECTION 4: APPROVAL OF IDNR AGREEMENT. The City Council hereby approves the IDNR Agreement in substantially the form attached to this Resolution as **Exhibit B**, and in a final form to be approved by the General Counsel.

SECTION 5: AUTHORIZATION TO EXECUTE IDNR AGREEMENT. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, the final IDNR Agreement.

SECTION 6: 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 Grant Agreements with MWRD and IDNR for Property Buyout Program 2020

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF DES PLAINES AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR A FOURTH PHASE OF ACQUISITION, CONVERSION TO OPEN SPACE, AND MAINTENANCE OF CERTAIN FLOOD PRONE PARCELS OF REAL PROPERTY LOCATED ALONG THE DES PLAINES RIVER

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into as of the Effective Date, defined herein, by and between the Metropolitan Water Reclamation District of Greater Chicago (“District”), a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois, and the City of Des Plaines (“City”), a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois (“Constitution”) and the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* (“Code”). For convenience, the District and the City may be referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (the “Act”); and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

WHEREAS, the Act as amended on June 18, 2014 by Public Act 98-0652, specifically authorizes the District to plan, implement, and finance regional and local activities relating to stormwater management in Cook County; and

WHEREAS, the amended Act further authorizes the District to acquire real properties in furtherance of the District’s stormwater management activities by purchase from a willing seller in a voluntary transaction; and

WHEREAS, the City is located within the boundaries of Cook County; and

WHEREAS, pursuant to Article 11 of the Code, the City has the authority to improve and maintain waterways within its corporate limits; and

WHEREAS, the Des Plaines River (“River”) is a regional waterway running through the City; and

WHEREAS, certain parcels of residential property in the City are adjacent to or in the immediate vicinity of the River; and

WHEREAS, thirty-seven (37) of said parcels, identified on Exhibit A, attached hereto and incorporated herein by reference, and depicted on the map attached hereto as Exhibit B and incorporated herein by reference (each, a “Parcel” and collectively, the “Parcels”), are located in the floodway or flood plain; and

WHEREAS, each of the structures currently located on the Parcels (each, a "Structure" and collectively, the "Structures") has sustained repetitive flood damage; and

WHEREAS, it is therefore in the public interest that up to nineteen (19) of the Parcels be acquired, converted to open space to enhance the riverine system, and maintained as such in perpetuity (collectively, the “Project”), in accordance with this Agreement; and

WHEREAS, the Illinois General Assembly has appropriated funds to the Illinois Department of Natural Resources (“IDNR”) to provide assistance to the City under Public Act 98-0675, Article 8, Section 10 and Public Act 98-0675, Article 8, Section 125; and

WHEREAS, the City has applied for and will receive assistance from IDNR to the extent allowed by its statutory authority under the “Flood Control Act of 1945,” 615 ILCS 15/1 et. Seq.; and

WHEREAS, pursuant to Article 11 of the Code, the City has the authority to acquire real property for public purposes; and

WHEREAS, the Parties are “units of local government” and “public agencies” as defined in the Constitution and in the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), respectively, and, as such, are authorized to jointly enjoy and/or exercise powers, privileges, functions or authority, and to contract or otherwise associate among themselves except as expressly prohibited by law; and

WHEREAS, the Project may be approached more effectively, economically, and comprehensively with the City and District cooperating and using their joint efforts and resources; and

WHEREAS, on _____, 2022, the District’s Board of Commissioners authorized the District to enter into an intergovernmental agreement with the City, wherein among

other items the District would commit an amount not to exceed Five Million Dollars (\$5,000,000.00) towards this Project; and

WHEREAS, on _____, 2022, the City’s Council authorized the City to enter into an intergovernmental agreement with the District;

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and, for other good and valuable consideration, the City and District hereby agree as follows:

Article 1. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference and made a part hereof.

Article 2. Acquisition of Parcels.

1. Exhibit A is a listing of each Parcel, identified by a common address and the corresponding Permanent Index Number(s) (PIN), included in the Project. Exhibit B is a map depicting the location of each Parcel included in the Project. No additional properties will be included in the Project without written consent of both the City and the District, and an amendment to the Agreement.
2. The City shall establish and manage a process to purchase Parcels that are voluntarily offered for sale by the current owners pursuant to the procedures described in this Section, up to a maximum of nineteen Parcels as part of this Agreement. Specifically, no eminent domain actions are to be considered for the Project.
3. The City shall retain two (2) certified real estate appraisers (“Appraisers”) to perform appraisals on each Parcel (each, an “Appraisal”), at the City’s sole cost and expense. Each Appraiser shall be pre-approved by the District. The average of the two appraised values shall be the offered purchase price for the Parcel (“Purchase Price Offer”). The Purchase Price Offer for a Parcel shall be non-negotiable. If the Parcel owner rejects the Purchase Price Offer, then the Parcel will not be purchased as part of the Project.
4. Appraisals performed for each Parcel must contain a statement certifying the absence of any collusion involving the Appraiser, the Parcel owner, and the Parties, as appropriate.
5. The City may, in its discretion and at its sole cost and expense, utilize the services of an agent or a third party for coordinating offers to, and responses from, Parcel owners.

6. Each Parcel owner shall have thirty (30) days from the date the Purchase Price Offer is extended to accept the offer. Failure to accept an offer within said 30-day period shall be deemed a rejection of the offer, unless the Parcel owner has requested a thirty (30) day extension from the City. The City shall have the sole discretion to consent to any such extension.
7. Any rejected offers will be recorded in the City's local floodplain property files with confirmation sent to the District.
8. The City shall coordinate closings for all accepted offers, and shall be responsible for all legal, title and associated buyer closing costs, at its sole expense. The sellers shall be responsible for all associated seller closing costs.
9. The Parties will take all actions necessary to cooperate with each other in order to ensure participation and contribution by IDNR through the use of the Des Plaines City Flood Hazard Mitigation Project funds totaling \$1,500,000.00.

Article 3. Reimbursement by the District.

1. On a quarterly basis, beginning after the effective date of this Agreement, the City shall seek reimbursement from the District for all Parcels for which title were acquired by the City. The reimbursement request shall be in accordance with this Article. The maximum reimbursement amount paid by the District for any Parcel shall not exceed 98.44% of the Purchase Price Offer for said Parcel.
2. The Parties acknowledge that the District's reimbursement ("Reimbursement Funds") is strictly limited to no more than 98.44% of the Purchase Price Offer and shall not include reimbursement for closing costs, taxes, title fees, or any other costs or expenses and in no event will the total Reimbursement Funds exceed \$5,000,000.00.
3. Prior to execution of this Agreement, the City shall provide the District with each of the following (collectively, the "Initial City Submittals"):
 - a. Certified copies of ordinances or resolutions of the City's Mayor and City Council (collectively, the "Corporate Authorities") authorizing the City to purchase the Parcels and to execute and deliver this Agreement and all other documents

necessary to transfer and convey to the City the respective interests in the Parcels and all other actions contemplated pursuant to this Agreement; and

- b. Duly executed and certified Incumbency Certificate of the City with respect to the individual or individuals duly authorized to execute documents and bind the City with respect to the transactions set forth in this Agreement.
4. The City, following the acquisition of any Parcel by the City up to a maximum of 19 parcels, shall provide the District with the following items with respect to such Parcel (collectively, the “Subsequent Submittals”):
- a. Copy of the recorded warranty deed conveying to the City, free and clear of all liens, encumbrances or adverse interests, except for the usual and customary title exceptions and subject only to permanent easements in favor of the Parties hereto for the purposes set forth in the Agreement, fee simple title to any of the Parcels described in Exhibit A. Such warranty deed shall be in form and substance consistent with the Model Deed Restriction attached hereto as Exhibit C. It is recognized, acknowledged and agreed that warranty deeds for the individual Parcels may be conveyed at different times, based on the actual closing of the purchase transactions between the City and each of the individual Parcel owners. The warranty deed shall include a reference to the common address and PIN for such Parcel;
 - b. Copies of the Affidavit of Title, GAP Undertaking, and ALTA Statement for such Parcel;
 - c. Copy of a title insurance policy insuring the City as the owner of the Parcel, free and clear of all liens, encumbrances, or adverse interests, except for the usual and customary title exceptions and subject only to permanent easements in favor of the Parties hereto for the purposes set forth in this Agreement, and otherwise in form and substance reasonably acceptable to the City (each a “Title Policy” and collectively “Title Policies”). The City shall pay all costs of said Title Policies.
 - d. Copy of the recorded blanket utility and drainage easement in favor of the District in form and substance as required by Exhibit C; and

- e. Copy of the fully executed HUD and/or Closing Statement for the acquisition of each Parcel.
5. The City acknowledges that the District shall receive the Initial City Submittals and Subsequent Submittals with respect to each Parcel before disbursing to the City the amount of Reimbursement Funds related to each Parcel acquired during the preceding ninety (90) days.
6. The District will reimburse the City in amounts sufficient to cover the City's reimbursable expenditures for each Parcel no later than sixty (60) days after the District receives a satisfactory written reimbursement request for Parcels acquired by the City during the preceding ninety (90) day period provided that the total number of such Parcels to be reimbursed under this Agreement shall not exceed nineteen (19) and the total amount of such Reimbursement Funds paid by the District shall not exceed \$5,000,000.
7. The maximum reimbursement amount under this Agreement is based on the funding amount that the District's Board of Commissioners appropriated for the calendar year in which the Agreement is executed. Any additional funding from the District beyond that which was approved and appropriated for the initial calendar year is subject to the approval of the District's Board of Commissioners.

Article 4 Ownership; Maintenance; Conversion to Open Space.

1. The City will obtain all federal and state permits, in the name of the City, as may be necessary to implement and maintain the Project. The City will be responsible for paying any and all permit fees that may be required for the issuance of a permit for the Project. The City will be responsible for obtaining any local permits required to construct and maintain the Project and will provide copies of all such permits obtained to the District. Execution of this agreement does not relieve the City from obtaining any permits required by the District.
2. The City will be responsible for abiding by all federal, state, and local laws, ordinances, rules and regulations during construction, operation, and maintenance of the Project.
3. The City shall be responsible for demolishing or relocating the Structures located on the acquired Parcels, at its sole cost and expense, to ensure that the Parcels are converted to

open space. All demolition of Structures shall comply with the Cook County Demolition Debris Diversion Ordinance (Chapter 30, Environment, Article V, Sec. 30-769 through 30-775 of the Cook County Code).

4. The City shall be responsible, at its sole cost and expense, for all tasks related to the conversion of acquired Parcels to open space including, without limitation, grading and re-seeding of those Parcels after the Structures located thereon have been demolished.
5. The City shall be responsible, at the City's sole cost and expense, for ensuring perpetual public ownership and maintenance as open space of all acquired Parcels. The Parties acknowledge and agree open space may include public improvements open on all sides and functionally related to a designated open space or recreational use; public restrooms; or improvements compatible with open space and which conserve the natural function of the floodplain.
6. In the event of failure of the City to maintain the Project as described above to the satisfaction of the District, the District may issue a sixty (60) day written notice, as further provided in Article 22 of this Agreement, to the City directing the City to perform such maintenance. If the maintenance requested by the District has not been accomplished on or before sixty (60) days after such notice, the District may cause such maintenance to be performed, and the City shall reimburse the District for any reasonable costs incurred to perform the required maintenance, with such reimbursement being paid by the City to the District within sixty (60) days after the District submits its invoices to the City.
7. The City may only transfer any or all of the Parcels to a unit of state or local government for public use in accordance with this Agreement, including the requirements of the Model Deed Restriction (Exhibit C). Any proceeds from the sale of any Parcels acquired pursuant to this Agreement, other than nominal consideration, must be reimbursed to the District in the proportion of the funds originally provided by the District for that Parcel.
8. Nothing in this Agreement shall construe the District's assistance in the acquisition of property as creating an ownership or property interest for the District in any of the Parcels purchased in conjunction with this Agreement except that upon approval from the City, IDNR, or other necessary entities, the District may use any Parcel for the purpose of constructing a flood control or sewer project, including, but not limited to, reservoirs,

floodwalls, levees, bio-retention systems, porous pavement, bioswales, constructed wetlands, underground storage, and conveyance improvements, or as construction staging purposes to carry out any such flood control projects in the area.

Article 5. Termination. Prior to the conveyance of the first Purchase Price Offer to a Parcel owner, either Party may, at its option, and upon giving notice to the other Party in the manner provided in Article 22 below, terminate this Agreement as it pertains to the entire Project.

Article 6. Effective Date. This Agreement becomes effective on the date that the last signature is affixed hereto (“Effective Date”).

Article 7. Duration. Subject to the terms and conditions of Article 5, above, this Agreement shall remain in full force and effect for perpetuity.

Article 8. Non-Assignment. Neither Party may assign its rights or obligations hereunder without the written consent of the other Party.

Article 9. Waiver of Personal Liability. No official, employee, or agent of either Party to this Agreement shall be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a Party’s execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 10. Indemnification. The City shall defend, indemnify, and hold harmless the District, its Commissioners, officers, employees, and other agents (“District Parties”) from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys’ fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Parties and arise out of or are in any way related to: (1) the exercise of any right, privilege, or authority granted to the City under this Agreement; or (2) the purchase or failure to purchase any of the Parcels set forth in this Agreement.

Article 11. Representations of the City. The City covenants, represents, and warrants as follows:

1. The City has full authority and financial capacity to execute, deliver, and perform or cause to be performed this Agreement;

2. The individuals signing this Agreement and all other documents executed on behalf of the City are duly authorized to sign same on behalf of and to bind the City;
3. The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the City or any instrument to which the City is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. To cover the expenses that the City is required to pay under this Agreement, the City intends to utilize funds provided by the Illinois Department of Natural Resources through the IDNR Des Plaines City Flood Hazard Mitigation Project. The City shall comply with all current and future regulations governing the use of IDNR funds. The District's costs are limited to the Reimbursement Funds set forth herein, and the City is responsible for any other costs necessary to fulfill its obligations under this Agreement.

Article 12. Representations of the District. The District covenants, represents, and warrants as follows:

1. The District has full authority and financial capacity to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the District are duly authorized to sign same on behalf of and to bind the District;
3. The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the District or any instrument to which the District is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The District has secured necessary funds for this project in addition to funds to be provided by IDNR and by the City under this Agreement.

Article 13. Disclaimers. This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be

construed to establish a contractual relationship between the District and any party other than the City.

Article 14. Waivers. Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 15. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 16. Joint Cooperation. Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement.

Article 17. Compliance with Applicable Laws and Deemed Inclusion of Same. Provisions required (as of the Effective Date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement. The Parties to this Agreement shall comply with all applicable federal, State and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights' regulations, which is incorporated by reference in its entirety as though fully set forth herein.

Article 18. Entire Agreement. This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the Parties. No other warranties, inducements,

considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

Article 19. Amendments. This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

Article 20. References to Documents. All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

Article 21. Judicial and Administrative Remedies. The Parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

The rights and remedies of the District or the City shall be cumulative, and election by the District or the City of any single remedy shall not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

Article 22. Notices. Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by electronic mail. A written notice shall be deemed to have been given to the recipient Party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by overnight courier service, on the next business day following deposit with the overnight courier, (c) with respect to notices sent by mail, two (2) calendar days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (d) with respect to notices sent electronically by email, on the date of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Either the full name of this Agreement i.e., "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE

CITY OF DES PLAINES AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR A FOURTH PHASE OF ACQUISITION, CONVERSION TO OPEN SPACE, AND MAINTENANCE OF CERTAIN FLOOD PRONE PARCELS OF REAL PROPERTY LOCATED ALONG THE DES PLAINES RIVER” or the agreed-upon short title “MWRD/DES PLAINES 4th PHASE FLOOD PRONE PROPERTY IGA” must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either Party desires to give to the other, shall be addressed as set forth in Article 23, unless otherwise specified and agreed to by the parties.

Article 23. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact and receipt of notice in all matters under this Agreement.

For the District:
Director of Engineering
Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
FAX: (312) 751-5681
Email: OConnorC@mwr.org

For the City:
City Manager
1420 Miner Street
Des Plaines, Illinois 60016
Phone: (847) 391-5300
Email: mbartholomew@desplaines.org

Each Party agrees to promptly notify the other Party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such Party for the purpose hereof.

Article 24. Interpretation and Execution.

1. The Parties agree that this Agreement shall not be construed against a Party by reason of who prepared it.
2. The headings appearing in this Agreement have been inserted for the purpose of convenience and reference. They do not purport to and shall not be deemed to define, limit or extend the scope of the clauses to which they pertain.

3. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.

Article 25. Exhibits and Attachments.

The following Exhibits are attached to or incorporated into this Agreement with any amended versions of the below documents being attached as they become available:

Exhibit A: Listing of Parcels

Exhibit B: Parcel Map

Exhibit C: Model Deed Restriction

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the City of Des Plaines, the Parties hereto, have each caused this Agreement to be executed by their duly authorized officers.

[SIGNATURE PAGES FOLLOWS]

CITY OF DES PLAINES

BY: _____
Andrew Goczkowski, City Mayor

DATE: _____

ATTEST:

Jessica Mastalski, City Clerk

DATE: _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance Date

Executive Director Date

ATTEST:

Clerk Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Director of Engineering Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney Date

General Counsel Date

EXHIBIT A
THE PARCELS

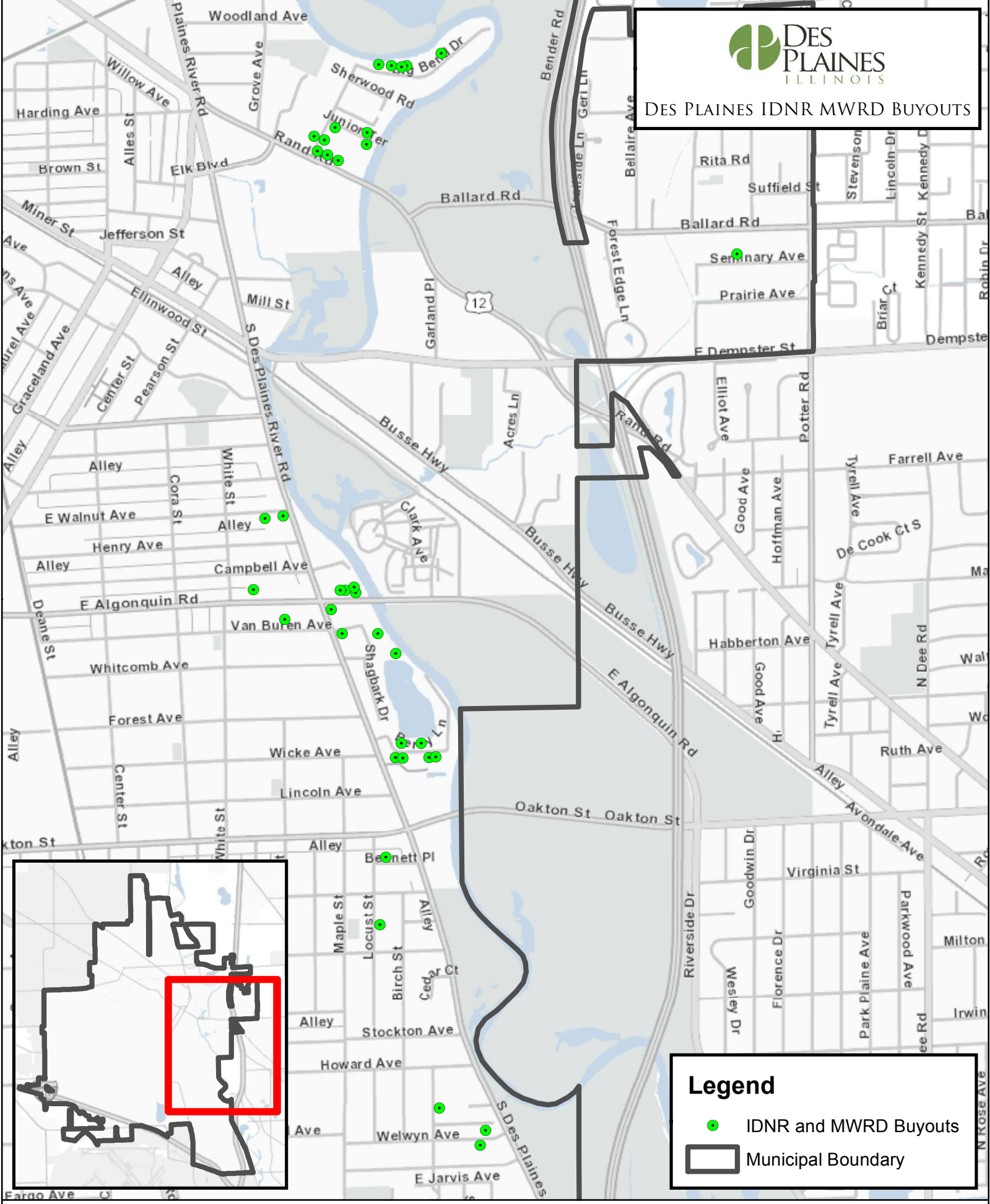
Des Plaines Phase 4 Flood Prone Property Acquisitions

	Street Number	Street Name	Street Type	City	County	State	Zip Code	PIN	Phase
1	1796	NW Rand	Road	Des Plaines	Cook	IL	60016	09-16-107-015-0000	Phase 4
2	1872	Big Bend	Drive	Des Plaines	Cook	IL	60016	09-16-106-085-0000	Phase 4
3	375	Hawthorne	Lane	Des Plaines	Cook	IL	60016	09-16-107-001-0000	Phase 4
4	1752	Junior	Terrace	Des Plaines	Cook	IL	60016	09-16-106-028-0000	Phase 4
5	1820	East Algonquin	Road	Des Plaines	Cook	IL	60016	09-21-105-038-0000	Phase 4
6	1704	Van Buren	Street	Des Plaines	Cook	IL	60016	09-21-300-026-0000	Phase 4
7	1900	Berry	Lane	Des Plaines	Cook	IL	60016	09-21-302-053-0000	Phase 4
8	1880	Berry	Lane	Des Plaines	Cook	IL	60016	09-21-302-051-0000	Phase 4
9	1640	East Algonquin	Road	Des Plaines	Cook	IL	60016	09-21-104-044-0000	Phase 4
10	1929	Berry	Lane	Des Plaines	Cook	IL	60016	09-21-302-065-0000	Phase 4
11	1255	South Des Plaines River	Road	Des Plaines	Cook	IL	60016	09-21-304-001-0000	Phase 4
12	397	Hawthorne	Lane	Des Plaines	Cook	IL	60016	09-16-107-010-0000, 09-16-107-023-0000	Phase 4
13	1761	Junior	Terrace	Des Plaines	Cook	IL	60016	09-16-107-008-0000	Phase 4
14	1770	NW Rand	Road	Des Plaines	Cook	IL	60016	09-16-107-011-0000	Phase 4
15	396	N Hawthorne	Lane	Des Plaines	Cook	IL	60016	09-16-105-028-0000	Phase 4
16	1052	Des Plaines River	Road	Des Plaines	Cook	IL	60016	09-21-102-011-0000	Phase 4
17	1211	South Des Plaines River	Road	Des Plaines	Cook	IL	60016	09-21-301-017-0000, 09-21-301-018-0000	Phase 4
18	1277	E River	Drive	Des Plaines	Cook	IL	60016	09-21-304-014-0000, 09-21-302-026-0000	Phase 4
19	1300	E River	Drive	Des Plaines	Cook	IL	60016	09-21-304-018-0000, 09-21-304-026-0000, 09-21-302-028-0000	Phase 4
20	1669	East Walnut	Avenue	Des Plaines	Cook	IL	60016	09-21-102-009-0000	Phase 4
21	1757	Locust	Street	Des Plaines	Cook	IL	60016	09-28-113-007-0000	Phase 4
22	1800	East Algonquin	Road	Des Plaines	Cook	IL	60016	09-21-105-036-0000	Phase 4
23	1812	East Algonquin	Road	Des Plaines	Cook	IL	60016	09-21-105-037-0000	Phase 4
24	1816	East Algonquin	Road	Des Plaines	Cook	IL	60016	09-21-105-039-0000	Phase 4
25	1868	Bennett	Place	Des Plaines	Cook	IL	60016	09-28-105-015-0000, 09-28-105-016-0000	Phase 4
26	1878	Big Bend	Drive	Des Plaines	Cook	IL	60016	09-16-106-080-0000	Phase 4
27	1883	Berry	Lane	Des Plaines	Cook	IL	60016	09-21-302-060-0000	Phase 4
28	1889	Berry	Lane	Des Plaines	Cook	IL	60016	09-21-302-061-0000	Phase 4
29	1890	Big Bend	Drive	Des Plaines	Cook	IL	60016	09-16-106-078-0000	Phase 4
30	1939	Berry	Lane	Des Plaines	Cook	IL	60016	09-21-302-077-0000	Phase 4
31	1954	Big Bend	Drive	Des Plaines	Cook	IL	60016	09-16-106-057-0000	Phase 4
32	2031	Welwyn	Avenue	Des Plaines	Cook	IL	60016	09-28-401-027-0000	Phase 4
33	2040	Welwyn	Avenue	Des Plaines	Cook	IL	60016	09-28-410-008-0000	Phase 4
34	2073	Cedar	Street	Des Plaines	Cook	IL	60016	09-28-302-020-0000	Phase 4
35	2458	Seminary	Avenue	Des Plaines	Cook	IL	60016	09-15-304-032-0000	Phase 4
36	1776	Rand	Road	Des Plaines	Cook	IL	60016	09-16-107-024-0000	Phase 4
37	1898	Big Bend	Drive	Des Plaines	Cook	IL	60016	09-16-106-050-0000	Phase 4

EXHIBIT B
PARCEL MAP



DES PLAINES IDNR MWRD BUYOUTS



Legend

- IDNR and MWRD Buyouts
- Municipal Boundary



EXHIBIT C

MODEL DEED RESTRICTION

Instructions: Exhibit C is the Metropolitan Water Reclamation District's Model Deed Restriction for properties acquired under the District's Flood-Prone Property Acquisition Program. The deed conveying the property shall reference and incorporate Exhibit C (or equivalent name) as set out below. Any variation from this Model Deed Restriction must be approved by the District's General Counsel and the Illinois Department of Natural Resources. The exhibit below shall be attached to the deed when recorded.

Exhibit C

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago ("District"), as authorized by the Metropolitan Water Reclamation District Act (70 ILCS 2605/1 *et seq.*), administers a Flood-Prone Property Acquisition Program ("Program");

WHEREAS, the Program provides a process for units of local government to apply to the District for funds to assist in acquiring interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of such property as open space in perpetuity for the conservation of natural floodplain functions;

WHEREAS, the Illinois General Assembly has appropriated funds to the Illinois Department of Natural Resources ("IDNR") to provide assistance to the City of Des Plaines ("City") under Public Act 98-0675, Article 8, Section 10 and Public Act 98-0675, Article 8, Section 125; and

WHEREAS, the City has applied for and will receive assistance from IDNR pursuant to an Intergovernmental Agreement with IDNR to the extent allowed by its statutory authority under the "Flood Control Act of 1945," ("Flood Control Act") 615 ILCS 15/1 *et. Seq.*

WHEREAS, the City, acting through the City's Mayor and City Council, has also applied for, and been awarded, District funds, pursuant to an Intergovernmental Agreement with the District for the Acquisition, Conversion To and Maintenance of Open Space of Certain Flood Prone Parcels Located Along the Des Plaines River in the City of Des Plaines ("Intergovernmental Agreement") to carry out the Project described therein;

WHEREAS, the Flood Control Act and terms of the Program require that the City agree to conditions that restrict the use of the land to public open space in perpetuity;

Now, therefore, the grant is made subject to the following conditions:

1. Terms. Pursuant to the terms of the Flood Control Act and the Intergovernmental Agreement by and between the City and the IDNR and the Intergovernmental Agreement by and between the City and the District, the following conditions and restrictions shall apply in perpetuity to the parcel described in the attached deed (the "Parcel(s)") and acquired by the City for open space:

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- a. Compatible uses. The Parcel shall be dedicated and maintained in perpetuity as open space for the preservation and conservation of natural floodplain functions. Such uses may include, but are not necessarily limited to: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with the Project.
- b. Structures. No new structures or improvements shall be erected on the Parcel other than:
 - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1(a), above.

Any improvements on the Parcel shall be in accordance with proper floodplain management policies and practices. Structures built on the Parcel according to paragraph (b) of this section shall be floodproofed or elevated to at least the base flood level plus one foot of freeboard, or greater, if required by the Federal Emergency Management Agency (“FEMA”), the District, or if required by any State, Tribal, County or local ordinance, and in accordance with criteria established by the FEMA Administrator.

- c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Parcel, nor may any application for such assistance be made to any Federal entity or source.
- d. Transfer/Sale. Any subsequent transfer or sale of the Parcel, by the City or any subsequent owner, representative or assign (“Successor in Interest”), must comply with this deed restriction. For any proposed transfer or sale, IDNR and the District must give prior written approval, in accordance with the following requirements:
 - i. The City, or any Successor in Interest, may convey a property interest to the United States or any agency of the federal government, an agency of the State, or to a unit of local government. Conveyance of any property interest must reference and incorporate this original deed restriction, and it must incorporate a provision for the property interest to revert to the City in the event that the transferee ceases to exist or loses its eligible status.
 - ii. The request by the City, or any Successor in Interest, to transfer or

sell the Parcel must include a signed statement from the proposed transferee in which it acknowledges and agrees to be bound by the terms of this deed restriction.

2. **Inspection.** The District and IDNR, their representatives and assigns shall have the right to enter upon the Parcel, at reasonable times and with reasonable notice, for the purpose of inspecting the Parcel to ensure compliance with the terms of this deed restriction, the Parcel conveyance and the terms of the Intergovernmental Agreements.
3. **Monitoring and Reporting.** Every three years on July 1, beginning in 2023, the City, or the current Successor in Interest, shall submit to the District and IDNR a report certifying that the City or Successor in Interest has inspected the Parcel within the month preceding the report, and that the Parcel continues to be maintained consistent with this Deed Restriction and the Intergovernmental Agreements.
4. **Enforcement.** The current owner of record of the Parcel, whether it is the City, or its Successor in Interest, is responsible for taking measures to bring the Parcel back into compliance if the Parcel is not maintained in accordance with the terms of this deed restriction. The relative rights and responsibilities of the City or subsequent holders of the property interest at the time of enforcement shall include the following:
 - a. The District or IDNR shall notify the current owner of record in writing of any violations and advise them that they have 60 days to correct the violation(s).
 - i. If the owner of record fails to demonstrate a good faith effort to come into compliance with the terms of the Agreement within the 60-day period, the District or IDNR, its representatives, and assignees may enforce the terms of the deed restriction by taking any measures it deems appropriate, including but not limited to one or more of the following:
 - a) Requiring transfer of title from the owner of record back to the City. The owner of record shall bear the costs of bringing the Parcel back into compliance with the terms of the Agreement; or
 - b) Bringing an action at law or in equity in a court of competent jurisdiction against the current owner of record. The owner of record shall pay all reasonable attorneys' fees.
 - b. Following these efforts to attain compliance, if the Parcel continues not to be used for flood control or other approved public or water resource purposes, ownership of the Parcel shall transfer to the State of Illinois.

IDNR may bring an action at law or in equity in a court of competent jurisdiction against the current owner of record to accomplish this transfer.

5. Perpetual/Permanent Easement in favor of the District. The City, or any Successor in Interest, acknowledges that in the future, the District may require use of the purchased Parcel for the purpose of constructing a flood control project, including, but not limited to, reservoirs, floodwalls, levees, bio-retention systems, porous pavement, bioswales, constructed wetlands, underground storage, and conveyance improvements. To that end, this deed restriction, which is applicable to the City and any Successor in Interest, shall constitute a perpetual and permanent easement in favor of the District for any and each of the above-referenced items contained herein.

AGREEMENT
Between
CITY OF DES PLAINES, ILLINOIS
and the
STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES
for the
DES PLAINES FLOOD HAZARD MITIGATION PROJECT

Contract Number OWR-403

THIS AGREEMENT is made between the City of Des Plaines, Illinois, hereinafter referred to as the “**CITY**,” and the Department of Natural Resources, acting for and on behalf of the State of Illinois, hereinafter referred to as the “**DEPARTMENT**.”

WITNESSETH:

WHEREAS, the CITY and the DEPARTMENT are legal entities organized and existing under the laws of the State of Illinois, having among their powers the authority to contract with one another to perform such undertakings as described herein; and

WHEREAS, under penalties of perjury, the CITY certifies that 36-6005849 is its correct Federal Taxpayer Identification Number and that the CITY is doing business as a government entity; and

WHEREAS, the City of Des Plaines has experienced repeated flooding and flood damages from the Des Plaines with the most recent flooding occurring in 2019; and

WHEREAS, the CITY ’s Natural Hazard Mitigation Plan recommends that certain repetitive flood loss properties located within the 100-year floodplain within the corporate limits of the CITY be acquired for open space, flood control or other approved public or water resources purposes, thereby eliminating future flood damages; and

WHEREAS, the CITY proposes the acquisition, and clearance of said repetitive flood loss properties to a safe and manageable condition, hereinafter referred to as the “**PROJECT**”;
and

WHEREAS, the CITY affirms by the execution of this AGREEMENT that the CITY will accept the local requirements as indicated herein for DEPARTMENT participation in the PROJECT and will assume the perpetual operation and maintenance of the PROJECT; and

WHEREAS, based on a document entitled “Report on Des Plaines, Illinois Flood Hazard Mitigation Project” prepared by the DEPARTMENT and filed with the Illinois General Assembly as required by law and on internal review by the DEPARTMENT, it has been determined that the DEPARTMENT should proceed to assist the CITY in implementing the PROJECT to the extent allowed by its statutory authority under the “Flood Control Act of 1945,” 615 ILCS 15/1 *et. seq.*; and

WHEREAS, the Illinois General Assembly has appropriated funds to the DEPARTMENT for the PROJECT under Public Act 98-0675, Article 8, Section 10 and Public Act 98-0675, Article 8, Section 125; and

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WHEREAS, the CITY is also obtaining partial funding for the PROJECT from the Metropolitan Water Reclamation District of Greater Chicago, hereinafter referred to as "MWRD," for the acquisition portion of the PROJECT; and

WHEREAS, the CITY is using the partial funding for the PROJECT from the DEPARTMENT for the clearance of properties portion of the PROJECT; and

WHEREAS, the DEPARTMENT has determined that the execution of this agreement is subject to the signature requirements of the "State Finance Act," 30 ILCS 105/9.02.

NOW THEREFORE, for and in consideration of the benefits to be derived from the implementation of this PROJECT, the sufficiency of which is hereby acknowledged, the parties hereto agree to the following terms and conditions:

A. SPECIAL CONDITIONS

1. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this transaction.

2. The PROJECT is completely voluntary. Neither the state nor the local government will use its eminent domain authority or any other non-voluntary means to acquire the property for open space, flood control or other approved public or water resources purposes if the owner of the subject property chooses not to participate or if the negotiations fail.

3. The total estimated cost of the PROJECT is \$11,500,000. The DEPARTMENT will provide up to \$1,500,000 for its share in the funding of the PROJECT. The CITY will be responsible for the remainder of the costs, which may include funding from other sources such as the MWRD.

4. The DEPARTMENT's funding obligation of \$1,500,000 will expire upon expenditure of its \$1,500,000 funding obligation, completion of the work covered hereunder or June 30, 2024, whichever occurs first. The DEPARTMENT, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly fails to make an appropriation sufficient to pay such obligation, or if the Governor decreases the DEPARTMENT's funding for the PROJECT by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to the power delegated to the Governor by the Illinois General Assembly, or if 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, or if funds needed are insufficient for any reason. The DEPARTMENT will have no obligation to implement or complete the PROJECT without the necessary appropriation, re-appropriation, and availability of state funds. The CITY will be notified in writing of the failure of appropriation or of a reduction or decrease.

5. Attached hereto, marked "ATTACHMENT A," consisting of one page and made a part hereof by reference, is a listing of 37 properties making up the PROJECT. No additional properties or funding will be included without the written consent of both the CITY and the DEPARTMENT, and an amendment to this AGREEMENT.

6. All the provisions of this AGREEMENT will be binding upon the successors and assigns of the principal parties hereto.

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7. This AGREEMENT may only be modified, assigned, supplemented, amended or extended by mutual agreement, in writing, by the principal parties hereto.

8. Attached hereto, marked "ATTACHMENT B", and made a part hereof by reference, is a listing of certifications, which must be completed by the CITY.

9. The CITY and the DEPARTMENT agree to cooperate and to use their best efforts to provide each other with any requested documents in a timely manner.

B. DEPARTMENT OF NATURAL RESOURCES

1. The DEPARTMENT will reimburse the CITY for approved PROJECT costs and expenses of clearing property. Items eligible for reimbursement by the DEPARTMENT as costs and expenses for clearing property are specified in Section D in this AGREEMENT.

2. The DEPARTMENT will reimburse authorized costs and expenses for clearing property based on billing(s) furnished by the CITY to the DEPARTMENT with supporting documentation as evidence that the work covered under such billing(s) is completed and in connection with the PROJECT. No billing(s) from the CITY covering any work will be paid by the DEPARTMENT until the state funds appropriated are released and obligated, and the DEPARTMENT has given written permission to the CITY to proceed with the work. No billing(s) will be honored covering any work accomplished prior to the obligation of funds and written permission by the DEPARTMENT to proceed.

3. Plans, specifications, bids and any contract awarded for the PROJECT that is to be reimbursed in whole or in part with DEPARTMENT funds must be pre-approved by the DEPARTMENT.

4. The DEPARTMENT approves the Deed Restriction which is attached as Exhibit C and incorporated herein by this reference and which grants to the Metropolitan Water Reclamation District of Greater Chicago ("MWRD") a perpetual and permanent easement and to the DEPARTMENT certain future rights to properties acquired in the PROJECT. Furthermore, the DEPARTMENT agrees that all deeds for PROJECT property acquisitions will have the Deed Restriction attached as an incorporated exhibit.

5. The DEPARTMENT will furnish technical assistance, guidance, and personnel to aid and assist the CITY, as determined by the DEPARTMENT, throughout the implementation of the PROJECT. Administration costs and work accomplished by DEPARTMENT personnel (including travel expenses) will not be charged to the PROJECT.

C. CITY OF DES PLAINES

1. The CITY will acquire and clear the property included in the PROJECT, develop the designs, plans and specifications needed, prepare contract documents, solicit bids, award contracts, supervise the work and perform all other work necessary to complete the PROJECT. Administration costs and work performed by CITY personnel (including travel expenses) will not be reimbursable as a part of the PROJECT costs.

2. All contracts let by the CITY for clearing the properties of the PROJECT will (i) require that the contractor abide by the provisions of the "Prevailing Wage Act," 820 ILCS 130/0.01 *et. seq.*; and (ii) require that the DEPARTMENT be included as a named insured by said contractor's commercial general liability insurance policy.

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3. The CITY will be responsible for the payment of all costs over and above the DEPARTMENT's \$1,500,000 maximum funding obligation for property clearance. The CITY will document through resolution provided to the DEPARTMENT, that it has sufficient funds to complete the PROJECT before the DEPARTMENT's written permission to proceed with this AGREEMENT.

4. The CITY will obtain all federal and state permits, in the name of the CITY, as may be necessary to implement and maintain the PROJECT. The CITY will be responsible to pay any and all permit fees that may be required for the issuance of a permit for the PROJECT. The CITY will be responsible to obtain any local permits required to construct and maintain the PROJECT and will provide copies of all such permits obtained to the DEPARTMENT. Execution of this agreement does not relieve the CITY from obtaining any permit required by the DEPARTMENT.

5. The CITY will be responsible to abide by all federal, state and local laws, ordinances, rules and regulations during construction, operation and maintenance of the PROJECT and to satisfy all state environmental laws, regulations and executive orders that apply because of state funds being used on the PROJECT.

6. The CITY will maintain, for a minimum of five years after the completion of this PROJECT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this AGREEMENT; all books, records and supporting documents related to the PROJECT will be available for review and audit by the Auditor General and/or the DEPARTMENT; and the CITY agrees to cooperate fully with any audit conducted by the Auditor General and/or the DEPARTMENT and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Paragraph 6 will establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under this AGREEMENT for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

7. The CITY will vigorously enforce the CITY zoning and subdivision ordinances. The CITY will further maintain eligibility in the National Flood Insurance Program and will continue to adopt and enforce appropriate ordinances to satisfy the Federal Emergency Management Agency and the DEPARTMENT's requirements relative to the regulation of development in floodways and floodplains under the jurisdiction and control of the CITY.

8. The CITY will maintain all acquired flood prone property in an open, safe, neat and manageable condition. Plans for redeveloping the property for open space, flood control or other approved public or water resources purposes will be subject to review and pre-approval by the DEPARTMENT. MWRD projects, pursuant to its statutory authority, do not require review and pre-approval by the DEPARTMENT.

9. The CITY will hold and save the DEPARTMENT and any of its duly appointed agents and employees harmless against any loss, damage, cause of action, fine or judgment, including all costs connected therewith such as attorney and witness fees, filing fees and any other expenses incident thereto, that may be incurred by reason of personal injury, death, property damage or any and all other claims or suits of whatsoever nature that might arise or result from or as a consequence of the implementation, construction, operation and maintenance of the PROJECT. The CITY will further hold the DEPARTMENT harmless in regard to the handling and disposal of any special or hazardous wastes which might be discovered on property rights acquired by the CITY in connection with this PROJECT. The CITY will not be obligated or responsible to hold the DEPARTMENT harmless against any

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loss, damages, costs or expenses arising out of the negligent acts, omissions or intentional misconduct by the DEPARTMENT or its agents or employees.

10. The CITY approves the Deed Restriction which is attached as Exhibit C and incorporated herein by this reference and which grants to the Metropolitan Water Reclamation District of Greater Chicago ("MWRD") a perpetual and permanent easement and to the DEPARTMENT certain future rights to properties acquired in the PROJECT. Furthermore, the CITY agrees that all deeds for PROJECT property acquisitions will have the Deed Restriction attached as an incorporated exhibit.

D. CLEARANCE OF PROPERTY

1. Clearance of property means the clearance of all structures from and the restoration to a safe and manageable condition of any property located within the PROJECT area, including any necessary demolition and asbestos removal and inspections. Clearance of property also includes sealing abandoned wells and private sewer disposal systems and the reshaping and reseeded of property to meet the public use plan. The DEPARTMENT will review and approve the CITY's property clearance and public use plans. The DEPARTMENT will reimburse CITY for approved costs associated with clearance of property within the PROJECT.

2. All abandoned water wells within the PROJECT area are required to be sealed in accordance with the rules and regulations of the Illinois Department of Public Health.

3. All abandoned private sewer disposal systems are required to be filled in and sealed in accordance with the rules and regulations of the Illinois Department of Public Health.

4. The DEPARTMENT will reimburse the CITY for clearance of property costs based on billings from the CITY and approved by the DEPARTMENT.

5. All contractors performing the clearance of property must be selected by the CITY pursuant to a bid solicitation and pre-approved by the DEPARTMENT.

6. The relocation or alteration of franchised, public or company owned utilities such as electrical, telephone and cable television lines, gas, oil, sewer and water pipelines within the PROJECT area are not reimbursable costs.

E. MAINTENANCE OF PROPERTY

1. The CITY agrees to maintain the property as public open space, flood control or other approved public or water resources purposes in perpetuity. If any property ceases to be used for public open space, flood control or other approved public or water resources purposes, it shall revert back to the DEPARTMENT.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written and represent that the signatories below are duly authorized to execute this AGREEMENT on behalf of their respective bodies, and the effective date of this AGREEMENT is the date approved and executed by the Director of the DEPARTMENT.

STATE OF ILLINOIS

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RECOMMENDED:

Loren Wobig, Director
Office of Water Resources

Date: _____

APPROVED:

Colleen Callahan, Director
Department of Natural Resources

Date: _____

APPROVED:

Renee Snow, Legal Counsel

Date: _____

APPROVED:

Meta Darnell, Chief Fiscal Officer

Date: _____

CITY of DES PLAINES

ATTEST:

Jessica M Mastalski, City Clerk

Date: _____

APPROVED:

Andrew Goczkowski, Mayor

Date: _____

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ATTACHMENT A

City of Des Plaines

List of Potential Acquisition Sites

<u>ADDRESS</u>	<u>PARCEL NUMBER</u>
1812 E Algonquin	09-21-105-037
1640 E. Algonquin	09-21-104-044
1800 E Algonquin	09-21-105-036
1816 E Algonquin	09-21-105-039
1820 E Algonquin	09-21-105-038
1868 Bennett Pl	09-28-105-015, 09-28-105-016
1880 Berry Ln	09-21-302-051
1883 Berry Ln	09-21-302-060
1889 Berry Ln.	09-21-302-061
1929 Berry	09-21-302-065
1939 Berry Ln	09-21-302-077
1900 Berry Ln	09-21-302-053
1872 Big Bend	09-16-106-085
1878 Big Bend	09-16-106-080
1890 Big Bend	09-16-106-078
1898 Big Bend	09-16-106-050
1954 Big Bend	09-16-106-057
2073 Cedar St.	09-28-302-020
1052 S Des Plaines River Rd	09-21-102-011
1211 S Des Plaines River Rd	09-21-301-017
1255 S Des Plaines River Rd	09-21-304-001
375 Hawthorne	09-16-107-001
396 Hawthorne	09-16-105-028
397 Hawthorne	09-16-107-010
1752 Junior	09-16-106-028
1761 Junior	09-16-107-008
1757 Locust	09-28-113-007
1277 E. River Dr.	09-21-304-014
1300 River Dr.	09-21-302-028, 09-21-304-018, 09-21-304-026
1770 Rand	09-16-107-011
1776 Rand	09-16-107-024
1796 Rand	09-16-107-015
2458 Seminary	09-15-304-032
1669 E. Walnut	09-21-102-009
1704 Van Buren	09-21-300-026
2031 Welwyn	09-28-401-027
2032 Welwyn	09-28-410-004
2040 Welwyn	09-28-410-008

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STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years including the initial term and all renewals, Public Agency shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Public Agency or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3. If Public Agency employs 25 or more employees and this contract is worth more than \$5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)

4. Public Agency certifies that the Public Agency is not participating or shall not 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).

5. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

6. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

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

8. Public Agency certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

AGENCY

SIGNATURE

PRINTED NAME

TITLE

EXHIBIT C

MODEL DEED RESTRICTION

Instructions: Exhibit C is the Metropolitan Water Reclamation District's Model Deed Restriction for properties acquired under the District's Flood-Prone Property Acquisition Program. The deed conveying the property shall reference and incorporate Exhibit C (or equivalent name) as set out below. Any variation from this Model Deed Restriction must be approved by the District's General Counsel and the Illinois Department of Natural Resources. The exhibit below shall be attached to the deed when recorded.

Exhibit C

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago ("District"), as authorized by the Metropolitan Water Reclamation District Act (70 ILCS 2605/1 *et seq.*), administers a Flood-Prone Property Acquisition Program ("Program");

WHEREAS, the Program provides a process for units of local government to apply to the District for funds to assist in acquiring interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of such property as open space in perpetuity for the conservation of natural floodplain functions;

WHEREAS, the Illinois General Assembly has appropriated funds to the Illinois Department of Natural Resources ("IDNR") to provide assistance to the City of Des Plaines ("City") under Public Act 98-0675, Article 8, Section 10 and Public Act 98-0675, Article 8, Section 125; and

WHEREAS, the City has applied for and will receive assistance from IDNR pursuant to an Intergovernmental Agreement with IDNR to the extent allowed by its statutory authority under the "Flood Control Act of 1945," ("Flood Control Act") 615 ILCS 15/1 *et. Seq.*

WHEREAS, the City, acting through the City's Mayor and City Council, has also applied for, and been awarded, District funds, pursuant to an Intergovernmental Agreement with the District for the Acquisition, Conversion To and Maintenance of Open Space of Certain Flood Prone Parcels Located Along the Des Plaines River in the City of Des Plaines ("Intergovernmental Agreement") to carry out the Project described therein;

WHEREAS, the Flood Control Act and terms of the Program require that the City agree to conditions that restrict the use of the land to public open space in perpetuity;

Now, therefore, the grant is made subject to the following conditions:

1. Terms. Pursuant to the terms of the Flood Control Act and the Intergovernmental Agreement by and between the City and the IDNR and the Intergovernmental Agreement by and between the City and the District, the following conditions and restrictions shall apply in perpetuity to the parcel described in the attached deed (the "Parcel(s)") and acquired by the City for open space:

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- a. Compatible uses. The Parcel shall be dedicated and maintained in perpetuity as open space for the preservation and conservation of natural floodplain functions. Such uses may include, but are not necessarily limited to: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with the Project.
- b. Structures. No new structures or improvements shall be erected on the Parcel other than:
 - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1(a), above.

Any improvements on the Parcel shall be in accordance with proper floodplain management policies and practices. Structures built on the Parcel according to paragraph (b) of this section shall be floodproofed or elevated to at least the base flood level plus one foot of freeboard, or greater, if required by the Federal Emergency Management Agency (“FEMA”), the District, or if required by any State, Tribal, County or local ordinance, and in accordance with criteria established by the FEMA Administrator.

- c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Parcel, nor may any application for such assistance be made to any Federal entity or source.
- d. Transfer/Sale. Any subsequent transfer or sale of the Parcel, by the City or any subsequent owner, representative or assign (“Successor in Interest”), must comply with this deed restriction. For any proposed transfer or sale, IDNR and the District must give prior written approval, in accordance with the following requirements:
 - i. The City, or any Successor in Interest, may convey a property interest to the United States or any agency of the federal government, an agency of the State, or to a unit of local government. Conveyance of any property interest must reference and incorporate this original deed restriction, and it must incorporate a provision for the property interest to revert to the City in the event that the transferee ceases to exist or loses its eligible status.
 - ii. The request by the City, or any Successor in Interest, to transfer or

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sell the Parcel must include a signed statement from the proposed transferee in which it acknowledges and agrees to be bound by the terms of this deed restriction.

2. Inspection. The District and IDNR, their representatives and assigns shall have the right to enter upon the Parcel, at reasonable times and with reasonable notice, for the purpose of inspecting the Parcel to ensure compliance with the terms of this deed restriction, the Parcel conveyance and the terms of the Intergovernmental Agreements.
3. Monitoring and Reporting. Every three years on July 1, beginning in 2023, the City, or the current Successor in Interest, shall submit to the District and IDNR a report certifying that the City or Successor in Interest has inspected the Parcel within the month preceding the report, and that the Parcel continues to be maintained consistent with this Deed Restriction and the Intergovernmental Agreements.
4. Enforcement. The current owner of record of the Parcel, whether it is the City, or its Successor in Interest, is responsible for taking measures to bring the Parcel back into compliance if the Parcel is not maintained in accordance with the terms of this deed restriction. The relative rights and responsibilities of the City or subsequent holders of the property interest at the time of enforcement shall include the following:
 - a. The District or IDNR shall notify the current owner of record in writing of any violations and advise them that they have 60 days to correct the violation(s).
 - i. If the owner of record fails to demonstrate a good faith effort to come into compliance with the terms of the Agreement within the 60-day period, the District or IDNR, its representatives, and assignees may enforce the terms of the deed restriction by taking any measures it deems appropriate, including but not limited to one or more of the following:
 - a) Requiring transfer of title from the owner of record back to the City. The owner of record shall bear the costs of bringing the Parcel back into compliance with the terms of the Agreement; or
 - b) Bringing an action at law or in equity in a court of competent jurisdiction against the current owner of record. The owner of record shall pay all reasonable attorneys' fees.
 - b. Following these efforts to attain compliance, if the Parcel continues not to be used for flood control or other approved public or water resource purposes, ownership of the Parcel shall transfer to the State of Illinois.

IDNR may bring an action at law or in equity in a court of competent jurisdiction against the current owner of record to accomplish this transfer.

5. Perpetual/Permanent Easement in favor of the District. The City, or any Successor in Interest, acknowledges that in the future, the District may require use of the purchased Parcel for the purpose of constructing a flood control project, including, but not limited to, reservoirs, floodwalls, levees, bio-retention systems, porous pavement, bioswales, constructed wetlands, underground storage, and conveyance improvements. To that end, this deed restriction, which is applicable to the City and any Successor in Interest, shall constitute a perpetual and permanent easement in favor of the District for any and each of the above-referenced items contained herein.

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, MONDAY, SEPTEMBER 19, 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 6:09 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, September 19, 2022.

ROLL CALL

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

CLOSED SESSION

Moved by Brookman, seconded by Oskerka to enter into Closed Session under the following sections of the Open Meetings Act – Personnel, Probable or Imminent Litigation, Purchase or Lease of Property, Sale of Property, and Litigation.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Brookman,
Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Zadrozny

Motion declared unanimously carried.

The City Council recessed at 6:09 p.m.

The City Council reconvened at 7:09 p.m.

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

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

PRAYER AND PLEDGE

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

PROCLAMATION

Deputy City Clerk Fast read a proclamation by Mayor Goczkowski recognizing September 17-23, 2022 as Constitution Week.

PUBLIC COMMENT

Mr. and Mrs. Donatiello, 1517 Pennsylvania, requested assistance with the excessive number of vehicles parked in the location of Pennsylvania and Lancaster. It is very difficult for residents to get out of their driveways.

Ilinca Wallace of the Cook County North, Action and Family Council is seeking input for the Early Childhood Funding Commission. The Commission was established in 2019 to study and make recommendations on funding goals and funding mechanisms that provide equitable access to high-quality early childhood education and care services. The results are reported to the governor and recommendations are made to ensure all families have the services needed to prepare their children for school.

Resident of 901 S Golf Cul de Sac Street, requested assistance with obtaining authorization to build a detached garage.

Phil Rominski thanked the First Responders and City Officials for their contribution to Patriots Day and Fall Fest.

Rhys Read, 175 Lancaster Lane, will be appearing in The Tempest by Shakespeare at the Green Man Theatre and asked the City Council to support their local theater.

**ALDERMAN
ANNOUNCEMENTS**

Alderman Zadrozy and Alderman Brookman enjoyed Fall Fest thanked those who contributed to the success of the event.

Alderman Brookman asked Police Chief Anderson to explain the Safe-T Act scheduled to go into effect January 1, 2023.

**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 Oskerka, 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: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Chester

Motion declared carried.

**CONSENT
AGENDA**

Moved by Zadrozny, seconded by Brookman, to Establish the Consent Agenda.

Upon voice vote, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Chester

Motion declared carried.

Moved by Brookman, seconded by Lysakowski, to Approve the Consent Agenda.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,
 Brookman, Smith, Ebrahimi
 NAYS: 0 - None
 ABSENT: 1 - Chester
 Motion declared carried.

Minutes were approved; Ordinances M-26-22, M-27-22 were approved; Ordinances M-24-22, M-25-22, Z-25-22, Z-27-22; Resolutions R-153-22, R-154-22 were adopted.

**FIRST READING/
 ORD M-25-22/
 NEW CLASS M
 LIQUOR
 LICENSE/ GOLF
 MART/
 10 W GOLF RD
 Consent Agenda**

Moved by Brookman, seconded by Lysakowski, to Approve Ordinance M-25-22, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "M" LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

Moved by Zadrozny, seconded by Brookman to Advance to Second Reading and Adopt Ordinance M-25-22.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,
 Brookman, Smith, Ebrahimi
 NAYS: 0 - None
 ABSENT: 1 - Chester
 Motion declared carried.

**FIRST READING/
 ORD M-26-22/
 CHANGE 7 BAR &
 GRILL/
 1472 MARKET ST
 LIQUOR LICENSE
 CLASS AB-1 TO
 CLASS A
 Consent Agenda**

Moved by Brookman, seconded by Lysakowski, to Approve Ordinance M-26-22, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "A" LIQUOR LICENSE AND REMOVE ONE CLASS "AB-1" LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

**FIRST READING/
 ORD M-27-22/
 CHANGE
 BOSTON FISH
 MARKET PIER 4/
 1225 E FOREST
 AVE
 LIQUOR
 LICENSE/ CLASS
 H1 TO CLASS A
 Consent Agenda**

Moved by Brookman, seconded by Lysakowski, to Approve Ordinance M-27-22, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "A" LIQUOR LICENSE AND REMOVE ONE CLASS "H1" LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

APPROVE FUNDS/

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-154-22, A RESOLUTION APPROVING AN EXPENDITURE OF FUNDS TO RUSH TRUCK

**RUSH TRUCK
CENTERS/
DUMP TRUCK
REPAIR**

CENTERS OF ILLINOIS FOR THE REPAIR OF A DUMP TRUCK. Motion declared carried as approved unanimously under Consent Agenda.

Consent Agenda

**Resolution
R-154-22**

**SECOND
READING/
ORDINANCE
M-24-22**

Moved by Brookman, seconded by Lysakowski, to Approve Ordinance M-24-22, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "H-1" LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

Consent Agenda

**SECOND
READING/
ORDINANCE
Z-25-22**

Moved by Brookman, seconded by Lysakowski, to Approve Ordinance Z-25-22, AN ORDINANCE AMENDING SECTION 12-7-3 OF THE DES PLAINES ZONING ORDINANCE REGARDING THE OUTDOOR DISPLAY AND STORAGE OF PRODUCTS IN THE C-3 GENERAL COMMERCIAL DISTRICT. Motion declared carried as approved unanimously under Consent Agenda.

Consent Agenda

**SECOND
READING/
ORDINANCE
Z-27-22
CONSENT
AGENDA**

Moved by Brookman, seconded by Lysakowski, to Approve Ordinance Z-27-22, AN ORDINANCE APPROVING MAJOR VARIATION S FROM SECTION 12-11-6.B OF THE CITY OF DES PLAINES ZONING ORDINANCE TO ALLOW THE INSTALLATION OF WALL SIGNS AND AN ELECTRONIC MESSAGE BOARD POLE SIGN AT 1628 RAND ROAD, DES PLAINES, ILLINOIS (CASE #22-024-TA-CU-V). Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
MINUTES
Consent Agenda**

Moved by Brookman, seconded by Lysakowski, to Approve the Minutes of the City Council meeting of September 6, 2022, as published. Motion declared carried as approved unanimously under Consent Agenda.

**RESCIND
RESOLUTION
R-58-22/
AUTHORIZE
PURCHASE/
POLICE SUVS/
SUTTON FORD
Consent Agenda**

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-153-22, A RESOLUTION RESCINDING RESOLUTION R-58-22 AND AUTHORIZING THE PURCHASE OF THREE FORD POLICE INTERCEPTOR SUVS FROM SUTTON FORD OF MATTESON, IL. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-153-22**

**APPROVE
MINUTES
Consent Agenda**

Moved by Brookman, seconded by Lysakowski, to Approve the Closed Session Minutes of the City Council meeting of September 6, 2022, as published. Motion declared carried as approved unanimously under Consent Agenda.

NEW BUSINESS

FINANCE & ADMINISTRATION – Alderman Zadrozny, Chair

WARRANT REGISTER Resolution R-139-22

Alderman Zadrozny presented the Warrant Register.

Moved by Zadrozny, seconded by Smith, to Approve the Warrant Register of September 19, 2022 in the Amount of \$3,132,069.11 and Approve Resolution R-155-22.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny, Brookman, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Chester

Motion declared carried.

COMMUNITY DEVELOPMENT - Alderman Chester, Chair

CONSIDER MAJOR VARIATION TO ALLOW A 30-FOOT EXTENSION TO CELL TOWER/ 2064-2074 MANNHEIM RD. Ordinance Z-28-22

Vice-Chair Brookman presented Ordinance Z-28-22, An Ordinance Approving Major Variations to Allow an Extension of an Existing Commercial Mobile Radio Service Facility at 2064-2074 Mannheim Road, Des Plaines, Illinois (Case #22-026-V).

The petitioner is requesting a Major Variation from Section 12-8-5.B.1 to allow a commercial mobile radio service facility to be located in a required rear yard in the M-2 General Manufacturing district and set back less than 50 feet away from a property line; and Major Variation from Section 12-8-5.B.2 to allow a commercial mobile radio service facility height to be greater than its set back distance from a residential district.

The existing 60-foot-tall commercial mobile radio service facility was approved through a building permit in 1998 to be installed on the subject property 42 feet from the west property line. Later in 1998, Ordinance Z-8-98 was approved, which repealed existing regulations and enacted new land use and zoning regulations city-wide. The new 1998 Zoning Ordinance added the definition, allowance, and bulk regulations for commercial mobile service facilities including height, setback, and location restrictions based on the zoning district. Specifically, the regulations restricting commercial mobile service facilities from being located in any required yard and requiring them to be a minimum of 50 feet away from all property lines made the existing commercial mobile service facility non-conforming. Since its construction, the commercial mobile service facility equipment was upgraded in 2011 and antennas were added in 2014. This was permitted under the nonconforming structures rules because the height and location of the facility did not change. However, the desired scope of work at this time requires variation.

The petitioner wishes to modify the existing commercial mobile radio service facility by adding a 30-foot-tall tower extension with twelve new antennae and related equipment to address coverage and equipment requirements without the addition of a new monopole. The proposed extension would result in a monopole height of 90 feet with an overall equipment height of 93.5 feet as noted in the attached Architectural Plans and Project Narrative. All regulations in Section 12-8-5 apply for commercial mobile radio service facilities.

However, the two regulations in conflict with the petitioner’s proposal are noted below pursuant to Section 12-8-5.B:

No commercial mobile radio service facility shall be located in any required yard, nor shall a freestanding commercial mobile radio service facility be located within fifty feet (50') of any property boundary line.

A freestanding commercial mobile radio service facility shall be set back from any residential zoning district a distance equivalent to its height; provided however, that in no case shall a freestanding commercial mobile radio service facility be located closer than one hundred feet (100') from any residential district.

Since the proposal does not align with the aforementioned regulations, major variation requests are required.

The Planning and Zoning Board (PZB) held a public hearing on August 23, 2022. The Board made findings of fact, the rationale statements for which are captured in the excerpt to the draft minutes of the August 23, 2022 meeting. The PZB recommended (7-0) that the City Council approve the Major Variation requests without any conditions.

Alderman Zadrozny moved, seconded by Lysakowski to approve ordinance Z-28-22, AN ORDINANCE APPROVING MAJOR VARIATIONS TO ALLOW AN EXTENSION OF AN EXISTING COMMERCIAL MOBILE RADIO SERVICE FACILITY AT 2064-2074 MANNHEIM ROAD, DES PLAINES, ILLINOIS (CASE #22-026-V). Upon roll call, the vote was:

- AYES: 2 - Lysakowski, Zadrozny
 - NAYS: 5 - Moylan, Oskerka,
Brookman, Smith, Ebrahimi
 - ABSENT: 1 - Chester
- Motion Failed.

CONSIDER
ZONING TEXT
AMENDMENT TO
RECLASSIFY
CONDITIONAL
USES IN C-3
DISTRICT/
CONVENIENCE
MART FUELING
STATION AND
MOTOR VEHICLE
SALES
Ordinance
Z-29-22

Vice-Chair Brookman presented Ordinance Z-29-22, An Ordinance Amending the Text of the Zoning Ordinance of the City of Des Plaines Regarding Convenience Mart Fueling Station and Motor Vehicle Sales Uses (Case #22-030-TA).

The City Council through the City Manager assigned staff to identify and propose amendments for various uses that currently require a conditional use permit but could be entitled “by right,” or as a permitted use instead. As part of an ongoing goal to increase business friendliness, the Council realizes that when a conditional use is required, it adds a minimum 90 days to the start-up process of any use. Some businesses that currently require a conditional use are those that may activate vacant properties, generate tax revenue, or otherwise benefit the City, and the conditional use process can discourage them from locating or investing here.

Nonetheless, conditional uses do serve a purpose, as stated in Section 12-3-4.A of the Zoning Ordinance: “...uses which, because of their unique character, cannot be properly classified in any particular district or districts without consideration, in each case, of the impact of those uses upon neighboring lands and upon the public need for the particular use of the particular location.” For this reason, it is unlikely – and not suggested – that all conditional uses be removed. But the assignment of the Council and Manager begs two key questions in determining where there is opportunity to convert conditional uses to permitted:

Which types of conditional uses are routinely approved with similar conditions across various sites? Which types of conditional uses are associated with the type of business and investment the City is especially looking to attract?

The C-3 General Commercial District is the most common business district in Des Plaines and is the source of most conditional uses. To begin the process of amending the Ordinance, staff has looked first at C-3 and identified two uses for which to consider amendments: convenience mart fueling station and motor vehicle sales.

Staff respects the historical purpose of the Ordinance to place an added level of scrutiny on certain uses, but there is an alternative approach: Instead of requiring a conditional use, establish across-the-board, reasonable regulations that are enforceable on permitted uses and designed to mitigate neighbor impact. The Zoning Ordinance already contains notes that follow the use matrices as well as Specific Use Regulations in Chapter 8, which currently cover antennae, radio towers, cell/mobile towers, bed-and-breakfast establishments, childcare and adult daycare centers, home occupations, residential care homes, consumer lenders, and cannabis business establishments. Using a combination of the notes at the bottom of use matrices and Chapter 8, it is possible to establish regulations that address the use sensitivity and potential neighbor impact without requiring the conditional use process.

If the amendments are approved and a future business applicant encounters a hardship or unique circumstance with the newly proposed standards, they could seek a variation. However, major variations are akin to conditional uses in start-to-finish time (average 90 days), so staff's intent at this time is to create across-the-board rules that would hopefully not steer a use into a needed variation and instead promote compliance. When building permits are required for either motor vehicle sales or convenience mart fueling, the building permit will require a zoning approval based on the Site Plan Review factors of Section 12-3-2. These factors cover a range of issues and allow staff to require changes and when, for example, the use on the specific property creates an unsafe or illogical circulation pattern.

Proposed Amendments: Convenience Mart Fueling

The following is a summary of the amendments related to convenience mart fueling:

- In the Commercial Districts Use Matrix (Section 12-7-3, Table 3), convenience mart fueling becomes a permitted use in C-3 on sites 15,000 square feet or more. The minimum lot area is reduced from the previous 20,000 square feet because staff is aware of vacant, nonconforming gas station properties, and obtaining a new user and investment will be easier if the threshold is lowered. Under these amendments, a convenience mart fueling station would nonetheless be required to provide the minimum parking and employ a reasonable circulation pattern, but it eliminates the automatic disqualification for sites smaller than 20,000 square feet.
- A new Section 12-8-14 is created, titled "Convenience Mart Fueling Stations."
- Parking and Loading:
 - Except for spaces adjacent to fuel pumps, requires appropriate identification and marking of the various types of required spaces (e.g., through signs or striping).

Requires that spaces serving the retail portion be located close to the retail entrance.

- Landscaping:
Must submit and implement a landscape plan when required by the landscape chapter of the Ordinance.
- Environmental Performance Standards
Reinforces the requirement of the use to comply with the strictest of local, county, state, or federal requirements regarding noise, smell, toxic materials, and all other common safety or operational issues.
- Sets the expectation for lighting plans and details that must be approved, with some latitude given to the Zoning Administrator regarding examination of existing lighting or installation of new lighting (e.g., requirement for a photometric plan).
- Signs:
Reinforces the requirement to follow the sign chapter (Chapter 12-11) and requires that signs be designed to minimize effects on adjacent property.
Prohibits installation on fences, light poles, etc.

Proposed Amendments: Motor Vehicle Sales

The following is a summary of the proposed amendments related to motor vehicle sales:

- In the Commercial Districts Use Matrix motor vehicle sales would become a permitted use in C-3 on sites of 22,000 square feet or more, which is roughly .5 acres. The minimum lot area is an existing requirement that staff proposes simplifying.
- A new Section 12-8-15 is created, titled “Motor Vehicle Sales Establishments.”
- Parking and Loading:
Requires clear identification and marking of the various types of parking spaces (sales/display area, employee parking, customer parking) with signs or striping.
Vehicle display cannot block entrances, drive aisles, etc.
Vehicles displayed for sale must be parked inside the property boundaries.
Except for vehicles displayed for sale, must always have valid license plate and registration.
- Landscaping:
Must submit and implement a landscape plan when required by the landscape chapter of the Ordinance.
Must install landscape buffer, which is usually a combination of plantings and a fence, when required by the landscape chapter.
- Environmental Performance Standards
Reinforces the requirement of the use to comply with the strictest of local, county, state, or federal requirements regarding noise, smell, toxic materials, and all other common safety or operational issues.
- Sets the expectation for lighting plans and details that must be approved, with some latitude given to the Zoning Administrator regarding examination of

existing lighting or installation of new lighting (e.g., requirement for a photometric plan).

- Signs:
 - Reinforces the requirement to follow the sign chapter (Chapter 12-11) and requires that signs be designed to minimize effects on adjacent property.
 - Prohibits installation on fences, light poles, etc.
- Vehicle Parts and Fully Assembly (added by Planning and Zoning Board):
 - These regulations require all service and repair activities to occur indoors, require vehicles displayed for sale to be fully assembled, and prohibit the outdoor storage or display of any vehicle parts.

The Planning and Zoning Board held a public hearing and heard the presentation of staff. The Board was receptive to the amendments regarding convenience mart fueling as drafted. However, the Board expressed a concern with the lack of mention of outdoor storage or display of vehicle parts, particularly where auto repair is accessory to a principal motor vehicle sales use. They suggested adding a provision to the newly proposed specific use regulations that would cover this circumstance and, in general, require any vehicles displayed for sale to be fully assembled. This modification was incorporated into the motion, and the Board recommended (7-0) that the Council approve the amendments as modified, based on their consideration of the Standards for Amendments in Section 12-3-7.E.

Moved by Alderman Brookman, seconded by Lysakowski to direct staff to separate Convenience Mart Fueling Station and Motor Vehicle Sales from one ordinance and to defer this item until a time determined by staff. Motion carried unanimously by voice vote.

CONSIDER TEXT
AMENDMENTS
TO CHAPTER 2
TITLE 13/ PLAT
APPROVAL AND
REDUCTIONS OF
PERFORMANCE
SECURITY
Ordinance
Z-29-22

Vice-Chair Brookman presented Ordinance M-28-22, An Ordinance Amending Title 13 of the Des Plaines City Code Regarding Subdivision Procedures and Plats. The proposed changes are designed to clarify and streamline both plat approval processes and the ongoing and periodic reductions of performance securities that secure public improvements.

The Subdivision Regulations work hand in hand with the Zoning Ordinance (Title 12) to regulate land use and development in the City. Subdivisions occur frequently in development projects, not only to split land into smaller pieces but also to consolidate it when the boundaries and ownership of properties – often contiguous – change through a redevelopment process.

The Regulations set up a Tentative and Final Plat process. The Tentative Plat comes first and does not require as much detail as a Final Plat, which is ultimately the approval upon which a subdivider can use toward building permitting and construction. While some applicants take advantage of the two-step process, as the Tentative Plat is designed to give a signal that a project design is on the right track before an applicant invests in final engineering design, sometimes an applicant will choose to submit these concurrently. Historically, the City has allowed this, but the code is currently not clear on this process. The amendments are intended to add language to provide for applicants to utilize this option—provided their submittal complies with the *Final* Plat requirements.

Additionally, the Subdivision Regulations are the mechanism by which the City can require applicants to pay for public improvements (generally infrastructure) that either run through a site or border it in adjacent rights-of-way. The Code gives the Department of Public Works and Engineering (PWE) the ability to determine which public improvements are necessary given the location and scope of a proposed subdivision project, as well as the current conditions of adjacent and connecting infrastructure (e.g., street width, sewer capacity, etc.)

While the City and a developer/applicant always intend for public improvements to be constructed in full as designed and required, in rare circumstances a project may not be finished in the manner approved by the City Council. The Subdivision Regulations provide a mechanism to protect against this instance by requiring a subdivider to file a performance security – generally in the form of either a cash deposit or a letter of credit. These securities, in an amount approved by PWE and the Council, are designed to cover the full scope of required public improvement in the event that the City must pay to complete public improvements.

However, recognizing that holding either liquid funds or credit in a large volume can be hampering to a subdivider/developer, the Code provides for periodic reductions in the performance security once certain benchmarks are completed in construction. These are approved by PWE after inspection. Current practice has these amendments approved only by Council resolution. These amendments allow for an administrative/City Manager approval of reductions, still based on inspection approval by PWE, up to 75 percent of the public improvement cost. The City Council would retain resolution authority on the final 25 percent of the amount, as well as the maintenance warranty, which is 10 percent of the full security amount and is held 18 months after the improvements are accepted by the Council.

Moved by Alderman Brookman, seconded by Lysakowski to direct staff to separate the two issues from the ordinance and to defer this item until the next City Council meeting on October 3, 2022. Motion carried unanimously by voice vote.

ADJOURNMENT

Moved by Brookman, seconded by Oskerka to adjourn the meeting. The meeting adjourned at 8:09 p.m.

Laura Fast – DEPUTY CITY CLERK

APPROVED BY ME THIS _____
DAY OF _____, 2022

Andrew Goczkowski, MAYOR



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: September 22, 2022

To: Michael G. Bartholomew, City Manager

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

Subject: Amendments to Title 13 of the City Code (Subdivision Regulations) Regarding the Plat of Subdivision Application, Submittal, and Approval Process

Update: At the September 19, 2022 City Council meeting, the Council deferred consideration of Ordinance M-28-22, which consisted of amendments to the Subdivision Regulations (Title 13 of City Code) in two respects: (i) clarifications regarding the Plat of Subdivision application, submittal, and approval process; and (ii) changes to the performance security reduction process for required public improvements. At the Council's direction, these topics have been split into two ordinances. Ordinance M-29-22, attached to this report, addresses the subdivision application, submittal, and approval process.

Issue: Consider amendments to Title 13 of the City Code (Subdivision Regulations). The proposed amendments are designed to clarify current practices in administering the Subdivision Regulations, notably (i) to allow flexibility for submittal format, such as electronic; (ii) to clarify a current practice to allow written property owner consent to suffice for initiating an application; (iii) to allow utility approvals via written correspondence; and (iv) to allow specifically for an applicant to choose to combine tentative and final plat approvals in a single, streamlined request.

Analysis: The Subdivision Regulations work hand in hand with the Zoning Ordinance (Title 12) to regulate land use and development in the City. However, they are separate titles of City Code. Some development projects require only zoning relief, some need only subdivision approval, and some need both. Subdivision applications occur frequently with proposed projects, not only to split land into smaller pieces but also to consolidate it when the boundaries and ownership of properties – often contiguous – change through a redevelopment effort.

The Regulations set up Tentative and Final Plat steps. The Tentative Plat is designed to come first and does not require as much detail as a Final Plat, which is ultimately the approval upon which a subdivider can use toward building permitting and construction. Under the current code, the Planning and Zoning Board (PZB) has final authority on a Tentative Plat but has only recommending authority on a Final Plat, which requires the final approval of the City Council. Some applicants take advantage of the two-step process, as the Tentative Plat can signal that a project design is on the right track per the Regulations before an applicant invests in final engineering design. However, sometimes an applicant will choose to submit tentative and final concurrently to save time. Historically, the City has allowed this, but the code is currently not clear on

this process. The amendments are intended to add language to provide for applicants to utilize this option—provided that their submittal complies with the *Final* Plat requirements and has undergone a staff review, including Public Works and Engineering.

In addition, the City accepts written owner consent to fulfill the application requirement of Section 13-2-1.B, but this is not explicitly enumerated in the text. The proposed amendments would clarify this current practice. Further, at the Tentative Plat phase, the current language under “Utility Easements” refers to a requirement of private utility companies to provide approvals “in writing,” but it is unclear whether that should be printed directly on the plat. Historically, written correspondence has been accepted to augment a plat application submittal. Under the amendments, the PZB would have the ability in its Tentative Plat review to allow utility approvals to be provided at the Final instead of the Tentative Plat stage.

Recommendation: Staff recommends the City Council approve Ordinance M-29-22, which amends the Subdivision Regulations regarding components of the application, submittal, and approval process.

Ordinance
M-29-22

CITY OF DES PLAINES

ORDINANCE M – 29 – 22

AN ORDINANCE AMENDING TITLE 13 OF THE DES PLAINES CITY CODE REGARDING SUBDIVISION PROCEDURES AND PLATS, _____

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, Title 13 of the Des Plaines City Code (“*City Code*”) titled, “Subdivision Regulations,” provides for the change, resubdivision or rearrangement in the boundary or division lines of a parcel of property or public thoroughfare (“*Subdivision Regulations*”); and

WHEREAS, the City has identified the need to update and clarify various provisions of the Subdivision Regulations regarding the subdivision plat submittal process (collectively, “*Amendments*”); and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Amendments and amend the City Code as set forth in this Ordinance;

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

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

SECTION 2. SUBDIVISION APPLICATION PROCEDURE. Section 13-2-1, titled “Subdivision Application Procedure,” of Chapter 2, titled “Procedures and Plats,” of Title 13, titled “Subdivision Regulations,” of the City Code is hereby amended to read as follows:

“13-2-1: SUBDIVISION APPLICATION PROCEDURE:

A. Submission: Any owner of land within the city, or within one and one-half (1^{1/2}) miles of the corporate limits, wishing to divide the land into two (2) or more tracts, sites or lots for the purpose of building, improvement, sale or assessment, either immediate or future, or a resubdivision for any such purpose shall submit the following to the planning and zoning board through the Department of Community and Economic Development: (Ord. M-21-78, 7-3-1978; amd. Ord. M-23-91, 6-17-1991; Ord. Z-29-15, 10-5-2015)

1. One copy of a completed subdivision application form.
2. The required filing fee as established by resolution of the city council.

3. Eight (8) copies, or in a volume and format determined by the director of Community and Economic Development, of a tentative plat meeting those specifications as set forth in section 13-2-2 of this chapter and/or a final plat meeting those specifications set forth in section 13-2-4 and 13-2-5 of this chapter, if the applicant is choosing to file tentative and final plat applications concurrently.

B. Application: The application form provided by the Department of Community and Economic Development shall be completed and signed by the owner of the property at the time of application, or the property owner shall provide written consent. Proof of ownership in the form of a copy of a torrens certificate, deed or title and trust company policy shall be provided at the time of application.

Whenever the owner or applicant of any real estate for which a subdivision is requested is a land trust, the application form shall be signed by the trust officer of the institution holding the trust. The application shall be accompanied by a full disclosure in writing of the names of the beneficiaries under said trust at the time of such application and within twelve (12) months immediately preceding the filing of such application. Any such application shall be accompanied by a certified copy of the trust agreement and a certificate of the trustee that the beneficiaries are as stated by the owner or applicant. (Ord. M-21-78, 7-3-1978; amd. Ord. M-23-91, 6-17-1991)

C. Timing: An application for subdivision must be received no later than thirty (30) working days prior to the next scheduled planning and zoning board meeting to be placed on the agenda for that meeting. Persons wishing to review a project informally may do so with the director of Community and Economic Development during normal working hours or with the planning and zoning board at any meeting. Information review of projects at regular planning and zoning board meetings will be accomplished as time permits. (Ord. M-21-78, 7-3-1978; amd. Ord. M-23-91, 6-17-1991; 2002 Code; Ord. Z-29-15, 10-5-2015)

D. Review: The director of Community and Economic Development shall refer a copy of the proposed tentative and/or final plat submittals to the heads of appropriate city departments for their review and written comments. These reviews will be included in the file of the proposed subdivision for consideration by the planning and zoning board.

E. Notification: A conspicuous sign shall be posted on the subject property at least seven (7) days prior to the planning and zoning board meeting at which the plat will be considered for tentative approval. Such sign shall indicate that the property is subject to being subdivided and refer all inquiries to the Department

of Ceommunity and Economic Development. (Ord. M-21-78, 7-3-1978; amd. Ord. M-23-91, 6-17-1991; Ord. Z-29-15, 10-5-2015)”

SECTION 3. TENTATIVE PLAT. Section 13-2-2, titled “Tentative Plat,” of Chapter 2, titled “Procedures and Plats,” of Title 13, titled “Subdivision Regulations,” of the City Code is hereby amended to read as follows:

“13-2-2: TENTATIVE PLAT:

Each tentative plat submittal will include the following specifications:

A. Scale: Each tentative plat shall be drawn to the scale of not less than one hundred feet to one inch (1" = 100'). The tentative plat shall show the boundaries of the property to be subdivided, section and half section lines, existing permanent buildings, watercourses and other existing features pertinent to proper subdivision.

B. Municipal Boundaries: All corporate boundary lines within or adjacent to the proposed subdivision shall be so designated.

C. Streets: The widths of roads, streets, with their names and alleys; dimensions of lots and blocks and building lines shall be shown. The full widths of streets bounding the proposed subdivision, with their names and the widths and names of intersecting streets in the property immediately adjacent shall be shown. All streets shall be carried to the boundaries of the proposed subdivision.

D. Names: The name of the proposed subdivision with the name of the owner, sponsor or trustees shall be shown.

E. Utility Easements: Tentative approval of utility easements by all privately owned utility companies shall be indicated via written correspondence. ~~in writing.~~
The Planning and Zoning Board may waive this requirement, conditioned upon the subdivider obtaining approval through the Final Plat process.

F. Dedication Of Land: Proposed dedications of land for public use shall be shown. (Ord. M-21-78, 7-3-1978)

G. Utility Poles, Cables And Structures: All existing and proposed utility poles, cables and structures to include sanitary and storm sewers, water and gas mains and other underground lines and cables shall be shown. The size of sewer and water mains shall be shown. This requirement may be waived by the planning and zoning board with the recommendation of the city engineer. (Ord. M-21-78, 7-3-1978; amd. Ord. Z-29-15, 10-5-2015)”

SECTION 4. PLANNING AND ZONING BOARD’S PROCEDURE. Section 13-2-3, titled “Planning and Zoning Board’s Procedure,” of Chapter 2, titled “Procedures and Plats,” of Title 13, titled “Subdivision Regulations,” of the City Code is hereby amended to read as follows:

“13-2-3: PLANNING AND ZONING BOARD'S PROCEDURE:

The planning and zoning board shall approve or disapprove the tentative plat;

{00128140.3}

Additions are bold and double-underlined; deletions are struck through.

provided however, that if the tentative plat is not satisfactory as originally presented, the board may cause the subdivider to make such changes as may be required by the board and thereupon approve the same. **If the applicant submits the tentative and final plat applications separately,** upon approval of the tentative plat, the applicant will receive a tentative plat checklist granting approval of the tentative plat. **If the applicant has submitted both applications concurrently, pursuant to all Final Plat requirements of this title, the board may proceed to considering the final plat.**

A. The applicant will be instructed by the planning and zoning board to collaborate with the city engineer in the preparation of applicable cost estimates, plans, specifications and contracts for required public improvements.

B. One copy of the approved plat shall thereupon be returned to the subdivider and one copy shall be retained by the Development of Ceommunity **and Economic** Development. Such approval shall be effective for no more than twelve (12) months from the date approval was granted. If a final plat has not been submitted for approval within such twelve (12) month period, the tentative plat must be resubmitted to the planning and zoning board as if such plat had never been approved. (Ord. M-21-78, 7-3-1978; amd. 2002 Code; Ord. Z-29-15, 10-5-2015)”

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect 10 days after its passage, approval and publication in pamphlet form according to law.

PASSED this _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

VOTE: Ayes _____ Nays _____ Absent _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2022

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

{00128140.3}

Additions are bold and double-underlined; deletions are struck through.



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: September 22, 2022

To: Michael G. Bartholomew, City Manager

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

Cc: Tim Oakley, Director of Public Works and Engineering
Jon Duddles, Assistant Director of Public Works/City Engineer
Dorothy Wisniewski, Assistant City Manager/Director of Finance
Brooke Lenneman, Attorney, Elrod Friedman, General Counsel

Subject: Amendments to Title 13 of the City Code (Subdivision Regulations) Regarding Reductions of Performance Security for Required Public Improvements

Update: At the September 19, 2022 City Council meeting, the Council deferred consideration of Ordinance M-28-22, which consisted of amendments to the Subdivision Regulations (Title 13 of City Code) in two respects: (i) clarifications regarding the Plat of Subdivision application, submittal, and approval process; and (ii) changes to the performance security reduction process for required public improvements. At the Council's direction, these topics have been split into two ordinances. Ordinance M-30-22, attached to this report, addresses performance security reductions.

Issue: Consider amendments to Title 13 of the City Code (Subdivision Regulations). The proposed amendments are designed to streamline periodic reductions of performance securities that secure public improvements.

Analysis: The Subdivision Regulations are the mechanism through which the City can require applicants ("subdividers") to pay for public improvements (generally infrastructure) that either run through a site or border it in adjacent rights-of-way. These improvements could lie directly on public property or on private property that is for public use and benefit. Chapter 3 of the Regulations lays out the standard requirements and gives the Public Works and Engineering Department (PWE) the ability to determine which public improvements are necessary based on the location and scope of a proposed subdivision project as well as the current conditions of adjacent and connecting infrastructure (e.g., street width, sewer capacity, etc.)

While the City and a developer/applicant always intend for public improvements to be fully constructed, in rare circumstances a project may not be finished in the manner approved by the City Council. The Regulations protect the City against this instance by requiring a subdivider to file a performance security – generally in the form of either a cash deposit or a letter of credit. These securities, in an amount approved by PWE and the Council, are designed to cover the full scope of improvements if the City must complete them.

However, recognizing that holding either liquid funds or credit in a large amount for a long time period can be burdensome to a subdivider/developer, the Code provides for periodic reductions in the performance security once certain benchmarks are completed in construction. These reductions are approved by PWE after inspections. Current code allows these reductions to be approved only by Council resolution. The proposed amendments allow for an administrative/City Manager approval of reductions, still based on inspection approval by PWE, up to 75 percent of the performance security amount. Council resolutions would be required on the final 25 percent of the amount. Further, Council approval would still be required to accept the public improvements, as well as to release the maintenance warranty, which is 10 percent of the full security amount and is held until 18 months after the improvements are accepted by the Council.

Finally, the proposed amendments broaden the definition of “public improvements” so that the term includes *privately owned* infrastructure or facilities that are for *public* use and benefit.

Recommendation: Staff recommends the City Council approve Ordinance M-30-22, which amends the Subdivision Regulations regarding reductions in performance securities.

Ordinance
M-30-22

Exhibits
Exhibit A: Proposed New Section 13-2-8 of the Subdivision Regulations

CITY OF DES PLAINES

ORDINANCE M – 30 – 22

AN ORDINANCE AMENDING TITLE 13 OF THE DES PLAINES CITY CODE REGARDING SUBDIVISION PUBLIC IMPROVEMENTS AND FINANCIAL GUARANTEES.

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, Title 13 of the Des Plaines City Code (“*City Code*”) titled, “Subdivision Regulations,” provides for the change, resubdivision or rearrangement in the boundary or division lines of a parcel of property or public thoroughfare (“*Subdivision Regulations*”); and

WHEREAS, the City has identified the need to update and clarify various provisions of the Subdivision Regulations regarding the financial guarantees securing the completion of public improvements (“*Amendments*”); and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Amendments and amend the City Code as set forth in this Ordinance;

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

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

SECTION 2. DEFINITIONS. Section 13-1-1, titled “Definitions,” of Chapter 1, titled “General Subdivision Provisions,” of Title 13, titled “Subdivision Regulations,” of the City Code is hereby amended to read as follows:

“13-1-1: DEFINITIONS:

* * *

IMPROVEMENTS, PUBLIC: Any facility or infrastructure (i) for which the city or other governmental body may ultimately assume ownership or the responsibility for maintenance and operation, or (ii) which is privately owned but constructed for ~~general~~ public use or benefit, including, without limitation, stormwater detention facilities, water and sewer mains, and roads.

* * *

SECTION 3. FINAL PLAT AND SUPPORTING DOCUMENTS. Section 13-2-4, titled “Final Plat and Supporting Documents,” of Chapter 2, titled “Procedures and Plats,” of Title 13, titled “Subdivision Regulations,” of the City Code is hereby amended to read as follows:

“13-2-4: FINAL PLAT AND SUPPORTING DOCUMENTS:

After the planning and zoning board has approved the tentative plat, the subdivider shall submit to the planning and zoning board a final plat as described in section [13-2-5](#) of this chapter, together with the following supporting documents: (Ord. M-21-78, 7-3-1978; amd. Ord. Z-29-15, 10-5-2015)

A. Engineering plans and profiles approved by the Director of Public Works and Engineering in accordance with the standards for subdivision engineering plans on file in the office of the Director of Public Works and Engineering.

The following statement, signed by a professional engineer properly registered in Illinois and the owner, or the owner's duly authorized agent, shall be included on the grading plan:

To the best of our knowledge and belief, the drainage of surface waters will not be changed by the construction of this subdivision or any part thereof, or, that if drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas, or drains approved for use by the Director of Public Works and Engineering, and that such surface waters are planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to adjoining properties because of the construction of this subdivision.

B. A statement signed by the Director of Public Works and Engineering approving an estimate of the cost of the **public** improvements including cost of engineering and inspection. (Ord. M-21-78, 7-3-1978; amd. 2002 Code)

C. **The required financial guarantees securing completion of public improvements pursuant to Section 13-2-8 of this Code.**~~Public improvement bonds may be reduced only upon approval of the city council. No expiration date should be placed on the bonds. The terms of the bond will be for a two (2) year period. If at the end of two (2) years the public improvements are not completed to the City's satisfaction the bond will be forfeited to the City. The amount of the bond remaining at the end of each year from the date of the bond, is to be increased by an amount not less than twenty five percent (25%) over the total amount of monies remaining in the bond. (Ord. M-74-94, 11-21-1994)~~

D. Any transfer of subdivision ownership by a developer to another developer for completion of the subdivision shall require:

1. That the new owner/developer shall comply with all requirements of an original subdivision letter of credit.

2. That the original letter of credit by the prior owner/developer shall not be released until the subsequent letter complies with subsection D1 of this section, and that the proper transfer tax certification has been applied to the proper documents. (Ord. M-53-79, 12-3-1979)”

* * *

SECTION 4. REPEAL AND REPLACEMENT OF 13-2-8. Section 13-2-8, titled “Final Approval by City Council,” of Chapter 2, titled “Procedures and Plats,” of Title 13, titled “Subdivision Regulations,” of the City Code is hereby repealed and replaced in its entirety as set forth on *Exhibit A*, attached to and made a part of this Ordinance. to read as follows:

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect 10 days after its passage, approval and publication in pamphlet form according to law.

PASSED this _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

VOTE: Ayes _____ Nays _____ Absent _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2022

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

EXHIBIT A

13-2-8: FINAL PLAT APPROVAL BY CITY COUNCIL; COMPLETION AND ACCEPTANCE OF PUBLIC IMPROVEMENTS:

- A. City Council Approval: When the city council is satisfied with the final plat and with all improvements, conditions, variations, public ways and recorded easements and documents pertaining to the subdivision platted thereon, the city council shall, by resolution, approve said plat and authorize and direct the mayor to affix the name of the city. The approval shall be attested by the city clerk and sealed with the corporate seal of the city. (Ord. M-43-80, 10-6-1980; amd. Ord. M-23-91, 6-17-1991)

- B. Financial Guarantees Securing Completion of Public Improvements:
 - 1. Financial Guarantees Required. Prior to the execution of, and as a condition precedent to the recording of, any final plat of subdivision, the subdivider must deposit the following financials guarantees in the form of a letter of credit or a subdivision bond (each in a form to be approved by the City Attorney), or cash:
 - a. Guarantee of Completion: the subdivider must deposit a financial guarantee with the City to guaranty completion of all public improvements as determined by the Director of Public Works and Engineering in an amount equal to 125% of the approved engineer's estimate of cost for the public improvements, with the following terms as follows:
 - 1. An expiration date not less than three years from the date of issuance or an express provision that such guarantee will not expire prior to completion and acceptance of the public improvements by the City Council; provided, however, the amount of the letter of credit must be increased by an amount not less than 25% over the original issue amount each time the letter of credit is renewed, except when renewed for the purpose of satisfying the maintenance warranty requirement pursuant to Subsection B.1.c of this Section;
 - 2. That the financial or insurance company issuing the surety shall give written notice by certified or registered mail to the City Clerk not less than 30 days before the expiration of the surety, which surety shall not expire absent such notice;
 - 3. That failure of the subdivider to complete the required subdivision public improvements secured by such guarantee of completion prior to the scheduled completion date shall be considered a default by the subdivider and the issuing institution and the guarantee will be forfeited to the City;

4. That the financial guarantee shall be irrevocable;
 5. That (in the case of payout instrument) the principal amount of the instrument will not be discharged or reduced by the issuer except upon written certificate of the City Manager or the City Council, as applicable, that such surety may be discharged or reduced in a specified amount in accordance with subsection b below; and
 6. That the issuer will pay all attorney's fees and other costs incurred by the City in enforcing collection of such guarantee of completion in the event that the issuer fails to honor the City's demand for payment under the terms of such guarantee.
- b. Guarantee of Completion Reduction Requests. Prior to the completion and acceptance of all of the public improvements, the guarantee of completion submitted in accordance with this Subsection may be reduced or partially discharged as follows:
1. The subdivider must have submitted a written request to the City with supporting documentation for the reduction;
 2. The Director of Public Works and Engineering, or their designee, must have inspected and approved the completed public improvements and the usual and customary waivers of lien for the applicable public improvements, and recommend that the surety be reduced accordingly;
 3. Upon the receipt of the recommendation of the Director of Public Works and Engineering, the City Manager may authorize the reduction of said guarantee of completion; provided, however, that the guarantee may not be reduced by the City Manager, either through a single reduction request or cumulatively, by more than 75% of the total guarantee of completion without prior City Council approval;
 4. One reduction request will be processed by the City every eight months, up to the 75% of the total guarantee of completion as set forth in Subsection 3 above, beginning with the date the guarantee was first deposited with the City with no additional fees due from the subdivider. A \$400.00 administrative processing fee will be charged by the City for each additional surety reduction request during any eight-month period.

c. Maintenance Warranty.

1. At the same time the subdivider deposits the guarantee of completion, the subdivider must also deposit with the City a maintenance warranty in the form set forth for the guarantee of completion in Subsection B.1.a of this Section and in an amount equal to ten percent the guarantee of completion; provided, however, that any amount over \$50,000.00 may be deposited at a later date but, in any event, must be deposited prior to the City's final acceptance of the public improvements and the release of the guarantee of completion.
2. The maintenance warranty may not be reduced and must be kept on file with the City for 18 months following final acceptance of the public improvements by the City.
3. The maintenance warranty shall secure the guaranty and warranty of the subdivider that all of the public improvements will remain free from any and all defects of any kind; shall be in accordance with the approved plans and specifications; and shall function as intended and designed, as of the date of final acceptance and for a period of 18 months thereafter. Only ordinary wear and tear is excluded from the scope of this warranty and guarantee.

2. Final Acceptance of the Subdivision Public Improvements; Release of Guarantee of Completion:

- a. When (i) all required public improvements are completed and approved by the Director of Public Works and Engineering, (ii) a certification of completion from the project engineer has been received, (iii) all lien waivers have been received, and (iv) the maintenance warranty required by this subsection has been received, the Director of Public Works and Engineering shall submit to the city council a final report stating a request to accept the public improvements as complete and in conformance with description, plans and specifications submitted to and approved by the City. Upon subdivision completion and acceptance of the final report of the Director of Public Works and Engineering, the City Council will accept the public improvements pursuant to a formal resolution.
- b. Upon final acceptance of the public improvements by the City Council in accordance with this subsection, the Director of Public Works and Engineering may recommend to the City Council release the remaining guarantee of completion, which release will be approved by resolution.

3. Interest and Bond Forfeiture: All interest on any cash portion of the guarantee of completion or maintenance warranty shall be forfeited if construction of the public improvements has not commenced within one year of the date of recording of the subdivision plat. If construction of the public improvements has not commenced within eighteen (18) months of the date of the recording of the subdivision plat, the city council may confiscate the ten percent (10%) maintenance warranty and the guarantee of completion.”



FINANCE DEPARTMENT

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

MEMORANDUM

Date: September 21, 2022
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-158-22, October 3, 2022, Warrant Register

Recommendation: I recommend that the City Council approve the October 3, 2022, Warrant Register Resolution R-158-22.

Warrant Register.....\$4,593,300.38

Estimated General Fund Balance
Balance as of 07/31/2022: \$34,699,013
Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1st & 2nd installments of property tax revenue.

CITY OF DES PLAINES

RESOLUTION

R-158-22

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.

October 3, 2022

City of Des Plaines

Warrant Register 10/03/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Department: 00 - Non Departmental						
1	4160	Real Estate Transfer Tax	4007 Koson, Joanna	Refund 09/12/22	Real Estate Transfer Tax Refund 09/12/2022-Deal Fell Thru	244.00
2	4630	Resident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-210010391:1	Medical Reimbursement DOS 03/19/2021	3,542.95
3	4630	Resident Ambulance Fees	8702 Progressive	DPIL-210017395:2	Medical Reimbursement DOS 05/09/2021	1,000.00
4	4630	Resident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-2133645:1	Medical Reimbursement DOS 08/20/2021	1,530.00
5	4631	Nonresident Ambulance Fees	8701 Idec, Rozalie	DPIL-2142748:1	Medical Reimbursement DOS 10/17/2021	48.15
6	4631	Nonresident Ambulance Fees	3457 Aetna	DPIL-228328:1	Medical Reimbursement DOS 02/22/2022	443.04
Total 00 - Non Departmental					6,808.14	

Elected Office						
Division: 110 - Legislative						
7	6000	Professional Services	8452 Anderson Legislative Consulting LTD	09-2022	Lobbyist Services - September 2022 - R-116-22	5,420.00
8	6000	Professional Services	8453 Raucci & Sullivan Strategies LLC	3817	Lobbyist Services - August 2022 - R-131-21	5,000.00
Total 110 - Legislative					10,420.00	

City Clerk						
Division: 120 - City Clerk						
9	6100	Publication of Notices	1050 Journal & Topics Newspapers	188609	Legal Notice - Gas & Diesel Fuel Purchase 08/31/2022	86.55
10	6100	Publication of Notices	1050 Journal & Topics Newspapers	188632	Legal Notice - 2023-2025 Fertilizer & Weed 09/07/2022	86.55
11	6100	Publication of Notices	1050 Journal & Topics Newspapers	188633	Legal Notice - 2023 Landscape Maintenance 09/07/2022	86.55
12	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8002318336	Shredding Services 08/12-08/26/2022	55.77
13	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091022	Water Delivery Service 08/18/2022	62.92
Total 120 - City Clerk					378.34	

Total 10 - Elected Office					10,798.34
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City Administration						
Division: 210 - City Manager						
14	6009	Legal Fees - Admin Hearings/Prosecutions	1735 Cohen Law Firm PC	08-22	Administrative Hearings 8/4, 8/17, and 8/18/2022	900.00
15	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	22-17	Legal Services 09/06-09/09/2022	940.00
16	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091022	Water Delivery Service 08/18/2022	42.43
Total 210 - City Manager					1,882.43	

Division: 230 - Information Technology						
17	6000	Professional Services	5934 Tyler Technologies Inc	045-391808	Energov Professional Services 08/22-08/26/2022	1,868.44

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18	6000	Professional Services	5934 Tyler Technologies Inc	045-392424	Energov Professional Services 08/22/2022	548.12
19	6000	Professional Services	8395 Sentinel Technologies, Inc	P671580	Wireless Assessment - Police Department 05/10/21	2,470.00
20	6000	Professional Services	8395 Sentinel Technologies, Inc	P671581	Wireless Assessment - City Hall 5/7/21	2,470.00
21	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091022	Water Delivery Service 08/18/2022	56.92
22	7320	Equipment < \$5,000	1035 Dell Marketing LP	10612015903	Dell 4.5 MM Barrel 130 W AC Adapter with 1 Meter Power Cord	299.25
23	7320	Equipment < \$5,000	1026 CDW LLC	CN99014	APC UPS Replacement Battery	329.76
Total 230 - Information Technology					8,042.49	

Division: 240 - Media Services

24	7000	Office Supplies	1644 Warehouse Direct Inc	5319694-0	Office Supplies - Desk Folder Sorter	17.89
25	7200	Other Supplies	2016 Signarama	43232	Name Badge for Media Services Comm Mgr & Door Sign for Fire Dept	75.00
Total 240 - Media Services					92.89	

Division: 250 - Human Resources

26	5340	Pre-Employment Testing	8533 Justifacts Credential Verification	354863	3 Pre-Employment Background Screenings 8/6-8/23/2022	351.08
27	6000	Professional Services	8700 Carroll-Keller Group Ltd, The	12533	Executive Briefing Session - September 6, 2022	1,500.00
28	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	3871	Job Posting -Building Official 9/2-9/22/2022	50.00
29	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8002318336	Shredding Services 08/12-08/26/2022	55.77
30	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091022	Water Delivery Service 08/18/2022	44.43
Total 250 - Human Resources					2,001.28	

Total 20 - City Administration

12,019.09

Department: 30 - Finance

31	6110	Printing Services	1665 Classic Graphic Ind Inc	88816	2K AP Laser Checks 08/29/2022	712.24
32	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8002318336	Shredding Services 08/12-08/26/2022	55.77
33	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091022	Water Delivery Service 08/18/2022	119.37
34	7200	Other Supplies	1644 Warehouse Direct Inc	5318263-0	90 Sets of Binder Indexes for Budget Books	115.20
Total 30 - Finance					1,002.58	

Community Development

Division: 410 - Building & Code Enforcement

35	6000	Professional Services	5764 GovTempUSA LLC	4035807	Permit Tech Assistance - Clerical Weeks Ending 8/28 & 9/4	3,150.00
36	6000	Professional Services	6315 B&F Construction Code Services Inc	59974	Plan Review 9/02/2022 Project 1126606	1,284.00
37	6000	Professional Services	6315 B&F Construction Code Services Inc	60001	Plan Review 9/07/2022 Project 1123610	1,550.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
38	6000	Professional Services	6315 B&F Construction Code Services Inc	60011	Plan Review 9/08/2022 Project 1126630	4,285.84
39	6025	Administrative Services	7961 BridgePay Network Solutions LLC	10654	Utility Web & Business License Transaction Fees August 2022	0.10
40	6110	Printing Services	1233 Press Tech Inc	49443	1 Box of Business Cards 5/16/2022	25.00
41	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	27520	Nuisance Abatement & Grass Cutting Service July 2022 R-52-18	3,750.54
42	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	27538	Nuisance Abatement & Grass Cutting Service July 20-21,22 R-52-18	790.41
43	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	27560	Nuisance Abatement & Grass Cutting Service August 2022 R-52-18	1,700.83
44	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091022	Water Delivery Service 08/18/2022	75.90
Total 410 - Building & Code Enforcement					16,612.62	

Division: 420 - Planning & Zoning						
45	7000	Office Supplies	1644 Warehouse Direct Inc	5318619-0	1 Box of Labels, 1 Phone Shoulder Holder, 2 Scissors, Etc.	78.69
46	7000	Office Supplies	1644 Warehouse Direct Inc	5322416-0	1 Box Highlighters	9.68
Total 420 - Planning & Zoning					88.37	

Division: 430 - Economic Development						
47	6000	Professional Services	5215 CoStar Realty Information Inc	120119812	Available Properties Database September 2022	473.78
Total 430 - Economic Development					473.78	

Total 40 - Community Development					17,174.77
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Public Works & Engineering						
Division: 100 - Administration						
48	7300	Uniforms	2067 Cutler Workwear	PS-INV008987	Uniform - PW Assistant Director	161.95
Total 100 - Administration					161.95	

Division: 520 - Geographic Information Systems						
49	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	6071	R-26-22 Geographic Information System Support 08/01-08/31/2022	17,853.83
Total 520 - Geographic Information Systems					17,853.83	

Division: 530 - Street Maintenance						
50	6040	Waste Hauling & Debris Removal	7706 Lakeshore Recycling Systems LLC	0005064593	Debris Removal - 984 Lee Street 06/14/2022	750.00
51	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	105659	3.0 Loads Broken Asphalt Disposal - 09/17/2022	300.00
52	6195	Miscellaneous Contractual Services	7409 Aquamist Plumbing & Lawn Sprinkling Co Inc	115790	Inspection & Repairs - Northwest Hwy Irrigation - 08/31/2022	1,100.56
53	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	228090	TIF 1 Landscape Maintenance - June 2022	2,403.33
54	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	233029	TIF 1 Landscape Maintenance - Downtown - 08/31/2022	2,403.33
55	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	233036	Weed/Fertilizer Applications - August 2022, R-27-21	4,796.00
56	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	233047	Watering - Downtown Annuals - 08/31/2022	4,000.00
57	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	233048	City Owned Greenspace Mowing - August, 2022, R-27-21	18,600.45

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58	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	233049	City Owned Greenspace Watering - August, 2022, R-27-21	1,400.00
59	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	234086	City Owned Greenspace Mowing - 08/31/2022, R-27-21	2,730.00
60	6325	R&M Street Lights	1044 H&H Electric Co	39775	Streetlight Repairs - 08/03/2022, R-29-22	871.81
61	6325	R&M Street Lights	1044 H&H Electric Co	39776	Traffic Signal Repair - Oakton & White - 08/04/2022, R-29-22	711.16
62	6325	R&M Street Lights	1044 H&H Electric Co	39777	Streetlight Repairs - 08/10/2022, R-29-22	1,477.97
63	6325	R&M Street Lights	1044 H&H Electric Co	39778	Streetlight Repairs - 08/16/2022, R-29-22	804.76
64	6325	R&M Street Lights	1044 H&H Electric Co	39780	Streetlight Repairs - 08/25/2022, R-29-22	1,234.45
65	7000	Office Supplies	1644 Warehouse Direct Inc	5288961-0	Copy Paper, Markers, Adhesive Notes - PW	72.34
66	7020	Supplies - Safety	1703 Prosafety Inc	2/888620	50 Safety Vests	151.88
67	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	04585	Broom Handle Pole	15.98
68	7050	Supplies - Streetscape	1043 WW Grainger Inc	9427164273	Garbage Can Liners - Downtown Cans	1,543.56
69	7050	Supplies - Streetscape	1043 WW Grainger Inc	9439502270	Can Liners - Downtown	1,574.40
70	7055	Supplies - Street R&M	1057 Menard Incorporated	04658	Wire Roll & Pliers	91.89
71	7055	Supplies - Street R&M	1057 Menard Incorporated	05051	Screw Eyes & Eye Bolts - Sign Mounting Hardware	15.34
72	7055	Supplies - Street R&M	1057 Menard Incorporated	05052	Paint Rollers - Graffiti Removal	34.92
73	7055	Supplies - Street R&M	1057 Menard Incorporated	05242	3 Strands Rope - Salt Dome	35.97
74	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	102326	19.51 Tons Asphalt - Restorations - 08/05/2022	1,287.66
75	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	104378	49.16 Tons Asphalt - Street Repairs - Mill St - 08/29/2022	3,244.56
76	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	105380	6.67 Tons Asphalt - Pavement Restorations - 09/28/2022	440.22
77	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	105658	2.29 Tons Asphalt - Restorations - 09/09/2022	151.14
78	7055	Supplies - Street R&M	4177 Uline Inc	153387970	55 Gal Plastic Drum Nat	161.32
79	7055	Supplies - Street R&M	1702 Diamond Paint & Home Center LLC	220000012402	Graffiti Paint - Greco Sound Wall	49.95
80	7055	Supplies - Street R&M	1702 Diamond Paint & Home Center LLC	220000012423	Graffiti Paint - Greco Sound Wall	49.95
Total 530 - Street Maintenance					52,504.90	

Division: 535 - Facilities & Grounds Maintenance

81	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	218733	Fire Extinguisher Maintenance - Fire Station #61 - 09/07/2022	702.30
82	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	218734	Annual Fire Extinguisher Maintenance - Civic Deck - 09/07/2022	144.24
83	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	218735	Fire Extinguisher Maintenance - Fire Station #63 - 09/07/2022	1,061.68
84	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	218736	Fire Extinguisher Maintenance - Fire Station #62 - 09/07/2022	283.44
85	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4130054073	Mat Service - Metra Train Station - 08/31/2022	35.55

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86	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4130531545	Mat Service - Metra Train Station - 09/07/2022	35.55
87	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4130531566	Mat Service - Police Station - 09/07/2022	128.85
88	6195	Miscellaneous Contractual Services	5214 State Industrial Products	902596406	Drain Maintenance Program 09/08/2022 - City Hall	112.55
89	6315	R&M Buildings & Structures	1025 Bedco Inc	097829	Exhaust Maintenance - Gun Range - 05/04/2022, R-167	120.00
90	6315	R&M Buildings & Structures	1025 Bedco Inc	097836	Service Contract - August 2022, R-167-19	637.50
91	6315	R&M Buildings & Structures	1025 Bedco Inc	097836	Service Contract - August 2022, R-167-19	637.50
92	6315	R&M Buildings & Structures	1025 Bedco Inc	097850	Condenser Repair - City Hall - 05/10/2022, R-167-19	1,228.60
93	6315	R&M Buildings & Structures	1025 Bedco Inc	097852	Boiler Repair - Maple PS - 04/27/2022, R-167-19	784.70
94	6315	R&M Buildings & Structures	1025 Bedco Inc	097853	Condenser Repair - Maple Pump Station - 05/16/2022, R-167-19	500.90
95	6315	R&M Buildings & Structures	1025 Bedco Inc	097856	Condenser Repair - Fire Station #63 - 05/12/2022, R-167-19	177.60
96	6315	R&M Buildings & Structures	1025 Bedco Inc	097880	Filter Change - Gun Range - 05/23/2022, R-167-19	406.10
97	6315	R&M Buildings & Structures	1025 Bedco Inc	097881	A/C Repair - Fire Station #63 - 05/16/2022, R-167-19	526.45
98	6315	R&M Buildings & Structures	1025 Bedco Inc	098184	HVAC Service Call - City Hall - 08/29/2022	120.00
99	6315	R&M Buildings & Structures	1025 Bedco Inc	098185	HVAC Repair - Maple Water Plant - 08/26/2022	2,608.20
100	6315	R&M Buildings & Structures	1135 Colley Elevator Co	230571	Elevator Inspection - Theater - 09/01/2022	185.00
101	6315	R&M Buildings & Structures	3326 A-1 Roofing Co	35315	Roof Repair - PW - 08/23/2022	1,455.00
102	6315	R&M Buildings & Structures	3326 A-1 Roofing Co	35371	Roof Repair - PW Front Office - 08/23/2022	560.00
103	6315	R&M Buildings & Structures	8262 Automatic Fire Systems Inc	3781	Annual Fire Pump/Sprinkler Inspection - Theater - 08/26/2022	1,753.00
104	6315	R&M Buildings & Structures	1544 Fox Valley Fire & Safety Company Inc	IN00542676	Fire Alarm System Service - Civic Deck 08/23/2022	587.00
105	7000	Office Supplies	1644 Warehouse Direct Inc	5323068-0	Notebook, Paper, Pads, Calculator, Organizer, Pens, Markers - PW	130.68
106	7020	Supplies - Safety	1703 Prosafety Inc	2/888620	50 Safety Vests	91.13
107	7025	Supplies - Custodial	1028 Case Lots Inc	12895	Toilet Tissue, Can Liners, Urinal Screens	1,770.40
108	7025	Supplies - Custodial	1028 Case Lots Inc	12903	Tissue & Paper Towels	1,923.70
109	7025	Supplies - Custodial	1029 Cintas Corporation	4130054103	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	151.64
110	7025	Supplies - Custodial	1029 Cintas Corporation	4130531610	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	173.96
111	7025	Supplies - Custodial	1057 Menard Incorporated	4846	Toilet Paper, Toilet Treatment, Air Freshener - Fire Station #61	131.85
112	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	4247	Drill Bits & Screw Anchors	46.68
113	7030	Supplies - Tools & Hardware	2313 City Electric Supply Company (CES)	DEP/058883	Volt Tester	29.49
114	7045	Supplies - Building R&M	3378 Michael Wagner & Sons Inc	1001772	Clamps & Concrete - Library Deck	219.33

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115	7045	Supplies - Building R&M	2028 Northwest Electrical Supply	17545454 20 Amp Breaker - PW	70.08
116	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2585 Drill Bits & Anchor - City Hall	21.75
117	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2617 Hinged Plug & Electrical Supplies - Fire Station #61	13.95
118	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2629 Hole Saw - IT Department	15.29
119	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2636 Hex Nipple - PW	4.49
120	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	3406-6 Exterior Paint - Library	72.47
121	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	3444-7 Painting Supplies - Library	16.29
122	7045	Supplies - Building R&M	1057 Menard Incorporated	3459A Spring Snap, Plug, Link, Proof Coil - PW	81.67
123	7045	Supplies - Building R&M	1057 Menard Incorporated	4183 Base Anchor & Lumber for Fire Station #61	81.33
124	7045	Supplies - Building R&M	1057 Menard Incorporated	4196 Screws & Hex Nut Drivers - Fire Station #61	32.06
125	7045	Supplies - Building R&M	1057 Menard Incorporated	4235 3 GFCI Outlets - Library	68.97
126	7045	Supplies - Building R&M	1057 Menard Incorporated	4236 Primer Spray, Gloves, Scraper, Sealant - Library	90.84
127	7045	Supplies - Building R&M	1057 Menard Incorporated	4311 Drain Tube - IT Department	5.99
128	7045	Supplies - Building R&M	1057 Menard Incorporated	4320 Speaker Wire, Anchors, Washers, Screws, Etc. - Fire Station #61	182.37
129	7045	Supplies - Building R&M	1057 Menard Incorporated	4327 2 Hacksaws , Adapter, & Couplings - Fire Station #61	30.16
130	7045	Supplies - Building R&M	1057 Menard Incorporated	4330 Copper Pipe, Coupling, Ball Valve - Fire Station #61	35.08
131	7045	Supplies - Building R&M	1057 Menard Incorporated	4369 2 U-Bolt & PVC Male Adapter - Fire Station #61	7.41
132	7045	Supplies - Building R&M	1057 Menard Incorporated	4531 Tripod Worklight, Cord, Timer - Fire Station #61	110.63
133	7045	Supplies - Building R&M	1057 Menard Incorporated	4538 LED Lights, Cord, Plug, Cable, Connector - Fire Station #61	77.09
134	7045	Supplies - Building R&M	1057 Menard Incorporated	4544 Electric Box Cover - Fire Station #61	17.98
135	7045	Supplies - Building R&M	1057 Menard Incorporated	4582 Disinfectant Wipes & Masks - City Hall	49.67
136	7045	Supplies - Building R&M	1057 Menard Incorporated	4599 Roof Tape, Primer, Sealer, Safety Glasses, Rain Collar - Library	46.95
137	7045	Supplies - Building R&M	1057 Menard Incorporated	4641 2 Cans Roof Patch - Library	15.38
138	7045	Supplies - Building R&M	1057 Menard Incorporated	4693 Grout, Caulk, & 5-Gallon Pail - Train Station	107.52
139	7045	Supplies - Building R&M	1057 Menard Incorporated	4699 Galvanized Plug - Library Deck	1.89
140	7045	Supplies - Building R&M	1057 Menard Incorporated	4703 Air Hose Parts for Mechanic's Tire Room - PW	63.60
141	7045	Supplies - Building R&M	1057 Menard Incorporated	4719 Gutter Screen & Trim Coil - Library Deck	26.52
142	7045	Supplies - Building R&M	1057 Menard Incorporated	4940 Aluminum Sheet & Corner Braces - Fire Station #62	35.95

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143	7045	Supplies - Building R&M	1057 Menard Incorporated	4949	Duct Tape, Spring Clamps, & Poly Sheeting - City Hall	64.65
144	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	5437-4	3 Gals Exterior Paint - Library	145.44
145	7045	Supplies - Building R&M	1057 Menard Incorporated	96818	Returned Door Lever - City Hall Media Services	(29.97)
146	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/058866	Drop Bracket & Grip Clamps - Fire Station #61	144.28
147	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/058887	2 Circuit Breakers - Fire Station #61	170.66
148	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/058916	Service Wire - Fire Station #61	1,447.21
149	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/058939	Electric Supplies - Fire Station #61	81.40
150	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/058942	2 Grip Clamps - Fire Station #61	26.20
151	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/058963	Electrical Supplies - Library	11.21
152	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/058990	Interior Light - Metra Train Station	95.00
153	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/059020	Interior Light - Metra Train Station	95.00
154	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	Q36231	Door Access System Control Box - City Hall	811.93
155	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	Q52749	Speakers & Volume Controls - Fire Station #61	176.49
156	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	Q56858	Speakers - Fire Station #61	124.99
157	7045	Supplies - Building R&M	8366 Connexion	S1852822.001	Door System Wire - City Hall	775.64
158	8010	Furniture & Fixtures	4177 Uline Inc	153624372	Office Furniture for 5th floor HR Dept.	9,282.98
Total 535 - Facilities & Grounds Maintenance					34,267.06	

Division: 540 - Vehicle Maintenance						
159	6135	Rentals	1029 Cintas Corporation	4130744024	Mechanic's Uniform Rental - 09/08/2022	227.60
160	6190	Tow/Storage/Abandoned Fees	5874 Suburban Towing & Recovery Inc	160302	Towing Service to PW - Fire 7708 - 07/30/2022	431.25
161	6190	Tow/Storage/Abandoned Fees	5874 Suburban Towing & Recovery Inc	164445	Tow Service - Fire 7706 - 09/06/2022	635.75
162	6305	R&M Equipment	1539 Rex Radiator Sales & Distribution	E029869	Hydraulic Tank Repair - PW 5019 - 08/30/2022	348.00
163	6305	R&M Equipment	1154 West Side Tractor Sales	L89123	Vehicle Preventive Maintenance - 06/30/2022	4,314.91
164	6310	R&M Vehicles	8584 James Drive Safety Lane LLC	4823	Safety Lane Inspection 09/02/2022 - PW 5067 & PW 5102	60.00
165	6310	R&M Vehicles	5823 Interstate Power Systems Inc	R042038637:01	Engine Repair - Fire 7607 - 08/16/2022	4,233.02
166	7020	Supplies - Safety	1703 Proasafety Inc	2/888620	50 Safety Vests	60.74
167	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	3899	2 Welding Angles	33.26
168	7030	Supplies - Tools & Hardware	8454 NAPA Auto Parts	836690	A/C Oil Kit - PW Shop	4.48
169	7030	Supplies - Tools & Hardware	8454 NAPA Auto Parts	836738	3 Adapters & Coupler - PW Shop	22.89

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170	7030	Supplies - Tools & Hardware	8454 NAPA Auto Parts	836865	Adapter Plugs - PW Shop	70.60
171	7035	Supplies - Equipment R&M	1078 Acme Truck Brake & Supply Co	01_282808	Brake Drums, Shoe Kits, Seals, Bolt Kits, Caps, Etc - PW 5041	1,238.57
172	7035	Supplies - Equipment R&M	1085 Alexander Equipment Company Inc	191525	Rim & Valve Stem - PW 5134	240.95
173	7035	Supplies - Equipment R&M	1071 Pomp's Tire Service Inc	280137607	4 Trailer Tires - PW 5T04	638.48
174	7035	Supplies - Equipment R&M	1071 Pomp's Tire Service Inc	280138589	2 Trailer Tires - PW 5134	511.34
175	7035	Supplies - Equipment R&M	1071 Pomp's Tire Service Inc	280138609	Tire Balancer - PW	7,810.07
176	7035	Supplies - Equipment R&M	1823 Certified Laboratories	7872612	KLAW Aerosol - PW Stock	453.98
177	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	837337	Air Filter - PW 5033	47.80
178	7035	Supplies - Equipment R&M	1575 Pirtek O'Hare	OH-T00019738	Hydraulic Fitting - PW 5019	8.26
179	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_280954	3 LED Clearance Lights - Fire 7603	35.34
180	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_284054	Brake Pads, Rotors, Hardware, Hub Caps, Scotseals - Fire 7703	726.26
181	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0302586	Oil Filters, Brake Pads, & Rotors - Police Stock	820.46
182	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	100242412	Cable Ties, RTV, Electrical Connectors, Screws, Clamps	372.57
183	7040	Supplies - Vehicle R&M	1018 Anderson Lock Company LTD	1101470	2 Keys Cut - Fire 7522 - 09/08/2022	9.46
184	7040	Supplies - Vehicle R&M	2942 Myers Tire Supply	21212633	6 Qts Fast Dry Adhesive - Police Stock	348.40
185	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280137984	3 Tires - Police 6917	357.83
186	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1302845	Serpentine Belt - Fire 7607	61.29
187	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	534967P	Fuel Filler Neck - Police 6090	206.66
188	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	535832P	Solenoid - Police 6090	48.40
189	7040	Supplies - Vehicle R&M	1739 Morton Grove Automotive Inc	61096	Alternator - PW 5082	295.00
190	7040	Supplies - Vehicle R&M	5193 Fast MRO Supplies Inc	6676	96 Bottles Brake Cleaner - PW Stock	311.35
191	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	835759	Starter - PW 5076	199.96
192	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	835832	Cap Screw - PW Stock	2.62
193	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	836047	Serpentine Belt - Fire 7607	66.18
194	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	836602	Parts Return - Police 6920	(43.56)
195	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	837439	A/C Compressor, Filter, Tensioner - Fire 7413	581.36
196	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P18143	Toe Links - Fire 7801	690.25
197	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P18173	Isolators, Nuts, Washers, Bolts - Fire 7801	66.26

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
198	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P18176 Belt - Fire 7607	177.78
199	7040	Supplies - Vehicle R&M	1202 Standard Equipment Co	P36806 Sprockets, Chains, & Key Drive - PW 5085	148.16
200	7120	Gasoline	8331 Avalon Petroleum Company Inc	468973 4,503 Gals Unleaded Gasoline - 08/24/2022, R-163-20	12,287.09
201	7130	Diesel	8331 Avalon Petroleum Company Inc	027500 2,504 Gals Bio Diesel Fuel - 08/24/2022, R-163-20	9,412.55
Total 540 - Vehicle Maintenance					48,573.62

Total 50 - Public Works & Engineering	153,361.36
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Police Department					
Division: 610 - Uniformed Patrol					
202	7300	Uniforms	5705 Artistic Engraving	18984	Hat Shields and Badges #555-560 921.56
Total 610 - Uniformed Patrol					921.56

Division: 620 - Criminal Investigation					
203	5310	Membership Dues	1361 Major Case Assistance Team	8/30/2022	Annual MCAT Dues 2022-2023 - Department-Wide 3,000.00
204	6110	Printing Services	2016 Signarama	43217	Office Name Plates for 2 Detectives 9/6/2022 52.95
205	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	08248721	Investigations Database 7/26-8/25/2022 100.00
206	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20220831	Investigations Database 8/1-8/31/2022 321.20
207	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	846967150	Investigations Database 8/1-8/31/2022 400.64
Total 620 - Criminal Investigation					3,874.79

Division: 630 - Support Services					
208	5310	Membership Dues	1510 Northwest Police Academy	1199	Membership Dues 9/1/2022-9/1/2023 75.00
209	6000	Professional Services	5975 Aero Removals Trisons Inc	21918CR	Removal and Transport of 3 Deceased August 2022 1,250.00
210	6195	Miscellaneous Contractual Services	8566 Andy Frain Services Inc	325646	2022 Crossing Guard Services 8/1-8/31/2022 26,967.60
211	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8002318336	Shredding Services 08/12-08/26/2022 278.97
212	6305	R&M Equipment	2232 IL Department of Agriculture	3H005177	Certification of Portable Truck Scales 9/13/2022 400.00
213	6310	R&M Vehicles	8555 Speedy Shine Car Wash	08	62 Car Washes August- Police 248.00
214	6310	R&M Vehicles	1036 Des Plaines Car Wash	Feb 2022 City	3 Squad Washes Feb 2022 18.00
215	6310	R&M Vehicles	1036 Des Plaines Car Wash	Feb 2022 Police	30 Squad Car Washes February 2022 180.00
216	6310	R&M Vehicles	1036 Des Plaines Car Wash	Jan 2022 Police	22 Squad Car Washes January 2022 132.00
217	6310	R&M Vehicles	1036 Des Plaines Car Wash	Mar 2022 Police	15 Squad Washes March 2022 90.00
218	7320	Equipment < \$5,000	4177 Uline Inc	153393411	16 Shelving Units and 50 Storage Bins for Evidence Room 4,195.00
219	7320	Equipment < \$5,000	4177 Uline Inc	153393411	16 Shelving Units and 50 Storage Bins for Evidence Room 201.30

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
220	7525 Meals	1076 Sam's Club Direct	8173	Prisoner Meals (6) Juice, (8) Hot Pocket	176.40
Total 630 - Support Services					34,212.27

Total 60 - Police Department	39,008.62
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Fire Department						
Division: 100 - Administration						
221	7000	Office Supplies	1644 Warehouse Direct Inc	5316375-0	Labels, Correction Tape, 2 Dz Black Pens, Tape, Etc.	186.92
222	7000	Office Supplies	1644 Warehouse Direct Inc	5316375-1	8 Inch Shears	3.22
223	7000	Office Supplies	1644 Warehouse Direct Inc	5320304-0	2 Label Maker Cartridges	19.78
224	7000	Office Supplies	1644 Warehouse Direct Inc	5323075-0	Electric Pencil Sharpener	22.69
225	7300	Uniforms	3212 On Time Embroidery Inc	99992	5 T-Shirts - Deputy Chief	70.00
Total 100 - Administration					302.61	

Division: 710 - Emergency Services						
226	7025	Supplies - Custodial	1043 WW Grainger Inc	9441606531	4 Pks of Dish Detergent, 5 Bottles of Tire Dressing, Etc.	261.70
227	7200	Other Supplies	1018 Anderson Lock Company LTD	1100773	2 Standard Cut Keys, 2 Key Blanks	51.46
228	7200	Other Supplies	1046 Hinckley Spring Water Co	22728338 090122	6 - 24 Packs of Water for Training Drills	54.59
229	7200	Other Supplies	7767 Quench USA Inc	INV04323229	Water Dispenser Sta. 61 - 09/01/22-11/30/22	270.60
230	7200	Other Supplies	1571 Welding Industrial Supply	R02926725	15 Cylinders, 1 Balloon Filler - August 2022	174.72
231	7300	Uniforms	3212 On Time Embroidery Inc	102397	4 T-Shirts - Paramedic	44.00
232	7300	Uniforms	3212 On Time Embroidery Inc	102481	Company Boot - Paramedic	139.00
233	7300	Uniforms	3212 On Time Embroidery Inc	102538	12 T-Shirts - Quartermaster Stock	132.00
234	7300	Uniforms	3212 On Time Embroidery Inc	103317	3 T-Shirts, Job Shirt, Pocketed Shorts, Belt - Paramedic	155.00
235	7300	Uniforms	3212 On Time Embroidery Inc	103318	3 T-Shirts, Job Shirt, Pocketed Shorts, Belt - Paramedic	155.00
236	7300	Uniforms	3212 On Time Embroidery Inc	103319	3 T-Shirts, Job Shirt, Pocketed Shorts, Belt - Paramedic	155.00
237	7300	Uniforms	3212 On Time Embroidery Inc	103320	3 T-Shirts, Job Shirt, Pocketed Shorts, Belt - Paramedic	155.00
238	7300	Uniforms	3212 On Time Embroidery Inc	103321	3 T-Shirts, Job Shirt, Pocketed Shorts, Belt - Paramedic	155.00
239	7300	Uniforms	3212 On Time Embroidery Inc	103322	3 T-Shirts, Job Shirt, Pocketed Shorts, Belt - Paramedic	155.00
240	7300	Uniforms	3212 On Time Embroidery Inc	103323	Pocketed Shorts - Paramedic	21.00
241	7300	Uniforms	3212 On Time Embroidery Inc	103324	3 T-Shirts, Job Shirt, Pocketed Shorts, Belt - Paramedic	167.00
242	7300	Uniforms	3212 On Time Embroidery Inc	104468	3 T-Shirts - Lieutenant	42.00
243	7300	Uniforms	3212 On Time Embroidery Inc	104469	Twill Cap, 3 T-Shirts, 2 Station Pants-Engineer	181.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
244	7300	Uniforms	3212 On Time Embroidery Inc	98949	Steel Toe Boots - Paramedic	179.00
245	7320	Equipment < \$5,000	1080 Air One Equipment Inc	183991	5 Extrication Gloves, 15 Short Cuff Gloves, Etc.	1,934.50
246	7320	Equipment < \$5,000	2843 Vision Marketing Passport System Ltd	1966	54 Name Tags, 18 Custom Tags	199.75
Total 710 - Emergency Services					4,782.32	

Division: 720 - Fire Prevention						
247	5325	Training	2036 Fire Investigators Strike Force	10/12/2022	Gas & Elec. Appliance Fires Class-10/12/22-2 D/C's, Investigator	105.00
248	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091022	Water Delivery Service 08/18/2022	36.43
Total 720 - Fire Prevention					141.43	

Total 70 - Fire Department					5,226.36
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Department: 90 - Overhead						
249	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	256016	Collections for Services Aug 2022 - Ambulance Fees	11,602.61
Total 90 - Overhead					11,602.61	

Total 100 - General Fund					257,001.87
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Fund: 203 - TIF #3 Wille Road Fund						
Program: 14B0 - 2014B Refunding 2005A/2005D						
250	8325	Interest Charges	1718 Amalgamated Bank of Chicago	1855522005-2022	Bank/Agency Fees Bond Series 2014B 09/01/2022-12/01/2022	118.75
Total 14B0 - 2014B Refunding 2005A/2005D					118.75	

Total 203 - TIF #3 Wille Road Fund					118.75
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Fund: 230 - Motor Fuel Tax Fund						
251	6155	Sidewalk Improvements	1364 Martam Construction	2022-Concrete-P2	R-118-22 2022 CIP Concrete Improvements 08/13-09/09/2022	1,439.88
252	6160	Street Crack Filling	6753 Denler Inc	20213814	Asphalt Crack Sealing - 09/07/2022, R-67-22	22,148.49
253	7160	Ice Control	6461 Compass Minerals America Inc	1042424	Bulk Rock Salt - 09/08/2022, R-180-21	14,619.76
254	8100	Improvements	1364 Martam Construction	2022-Concrete-P2	R-118-22 2022 CIP Concrete Improvements 08/13-09/09/2022	294,256.11
Total 230 - Motor Fuel Tax Fund					332,464.24	

Fund: 240 - CDBG Fund						
255	8100	Improvements	1281 Des Plaines Park District	CDBG 2022	Seminole Park Tennis Court Renovations B-19 & B-20, R-122-21 04/15-08/19/2022	72,000.00
Total 240 - CDBG Fund					72,000.00	

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
256	6000	Professional Services	1123 Christopher B Burke Engineering LTD	10	R-183-21 Oakton St Sidepath Phase II 07/31-08/27/22	18,120.81
257	6000	Professional Services	1123 Christopher B Burke Engineering LTD	177385	R-157-21 Engring Svcs for Area #4 Flood Imp Proj 07/31-08/27/22	2,826.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
258	6000	Professional Services	1123 Christopher B Burke Engineering LTD	177386	R-184-21 Task Order 7 Forest Ave Stormwater Svcs 7/31-8/27/2022	2,671.00
259	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	162584-0L60001	Legal Fees-Ballard Rd Sidepath-2520 Ballard 04/02/20-04/28/20	2,760.00
260	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	168661-0L60001	Legal Fees-Ballard Rd Sidepath-2520 Ballard 07/01/20-07/29/20	4,000.00
261	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	174592-0L60001	Legal Fees-Ballard Rd Sidepath-2520 Ballard 10/05/20-10/28/20	760.00
262	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	185468-0L60001	Legal Fees-Ballard Rd Sidepath-2520 Ballard 07/12/21-07/29/21	2,420.00
263	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	187584-0L60001	Legal Fees-Ballard Rd Sidepath-2520 Ballard 09/02/21-09/27/21	1,340.00
264	6005	Legal Fees	8052 Bulthuis Realty Consultants Inc	20210077	Legal Fees Ballard Rd Sidepath-2250 Ballard Rd 04/02-08/18/2021	3,137.50
265	8100	Improvements	8618 Swallow Construction Corporation	2022-A-P5	R-82-22 2022 CIP Contract A 08/13-09/09/2022	1,615,985.10
266	8100	Improvements	1364 Martam Construction	2022-Concrete-P2	R-118-22 2022 CIP Concrete Improvements 08/13-09/09/2022	17,381.52
Total 2520 - Capital Grants					1,671,401.93	

Total 250 - Grant Projects Fund	1,671,401.93
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Fund: 260 - Asset Seizure Fund						
Program: 2620 - DEA						
267	8015	Equipment	6072 Direct Fitness Solutions LLC	0247485-IN	Police Dept Exercise Equipment Leg Extension/Curl	2,499.00
Total 2620 - DEA					2,499.00	

Program: 2640 - Forfeit						
268	6115	Licensing/Titles	1744 IL Secretary of State	2449278B-2023	Squad 15 License Plate Renewal (2023)	151.00
269	6115	Licensing/Titles	1744 IL Secretary of State	484846-2023	Squad 23 License Plate Renewal (2023)	151.00
270	6115	Licensing/Titles	1744 IL Secretary of State	AP80630-2023	Squad 28 License Plate Renewal (2023)	151.00
Total 2640 - Forfeit					453.00	

Total 260 - Asset Seizure Fund	2,952.00
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Fund: 400 - Capital Projects Fund						
271	6000	Professional Services	7623 UrbanHydro Engineering Inc	176	Task Order #2 CRS Program Assessment 8/1-8/31/22	7,500.00
272	6000	Professional Services	1123 Christopher B Burke Engineering LTD	177384	R-49-22 TO #1 CIP Con A, Area 4 Drainage Imp 07/31-08/27/22	23,066.25
273	6000	Professional Services	1079 AECOM Technical Services Inc	2000664234	R-52-22 Professional Engr Services TO#1 06/25/22-08/26/22	40,404.57
274	6000	Professional Services	1079 AECOM Technical Services Inc	2000664254	Task Order #2 - Inspection Intern 07/30-08/26/22	5,831.94
275	6000	Professional Services	3337 HR Green Inc	201679	2022 Bridge Inspections - 06/18-07/22/2022	3,528.13
276	6000	Professional Services	1199 Spaceco Inc	90285	R-61-22 Engr Svcs-Des Plaines Roadway Work 07/31-08/27/2022	31,000.00
Total 400 - Capital Projects Fund					111,330.89	

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 420 - IT Replacement Fund					
277	8005	Computer Hardware	1035 Dell Marketing LP	10612970577 9 Dell Rugged Laptops	15,007.05
Total 420 - IT Replacement Fund					15,007.05

Fund: 430 - Facilities Replacement Fund					
278	6000	Professional Services	2436 Haeger Engineering LLC	89688 Topographic Survey -Police Station - 07/01-08/25/2022	15,027.50
Total 430 - Facilities Replacement Fund					15,027.50

Fund: 500 - Water/Sewer Fund					
Non Departmental					
Division: 000 - Non Divisional					
279	4601	New Construction - Sale of Water	8699 Midwest Construction Partners Inc	Refund 09/01/22 Hydrant Refund 09/01/2022	(20.60)
Total 000 - Non Divisional					(20.60)

Division: 550 - Water Systems					
280	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	206285 IEPA Testing - 08/02/2022-08/24/2022	853.80
281	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	220486 Meter Bench Test - 09/07/2022	28.00
282	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	220487 4 Meter Bench Tests - 09/08/2022	112.00
283	6195	Miscellaneous Contractual Services	4022 M E Simpson Co Inc	39201 TO#4 Pilot Testing - 08/01 & 08/02/2022, R-213-21	3,660.00
284	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9615 Troubleshoot Dish Connection-Maple & Howard Stations-06/10/2022	2,438.00
285	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9617 Aviation Light Replace - Miner Tower - 07/18/2022	2,302.00
286	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9618 Aviation Light Install - Holy Family Tower - 07/20/2022	2,409.00
287	7020	Supplies - Safety	1703 ProSafety Inc	2/888620 50 Safety Vests	182.25
288	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	836713 2 Flanged Bolts - PW 9018	7.94
289	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	837052 4 Batteries & 4 Core Deposits - PW 9041 & PW 9047	749.92
290	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0302505 Water Pump, Seals, Hoses, Tensioner, Belt - PW 9051	531.59
291	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	535954P Coolant Hose & Seal - PW 9051	97.41
292	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10457554 3.0 Cu Yds Top Soil - 09/13/2022	96.00
293	7055	Supplies - Street R&M	2053 USA Bluebook	053105 Lab Reagents	748.87
294	7070	Supplies - Water System Maintenance	2053 USA Bluebook	092550 Returned Pressure Reducer	(474.95)
295	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	259178-000 Cutting Grease, Key, Corp Stop, Ball Corp	739.36
296	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	259239-000 Reducer, Megalugs, T-Heads, & Gasket	248.50
297	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	4241 Ball Valves, Fittings, Teflon Tape	131.87
298	7070	Supplies - Water System Maintenance	4093 White Cap LP	50019626206 Marking Paint	188.88
299	7070	Supplies - Water System Maintenance	1047 Home Depot Credit Svcs	5542454 Marking Paint	191.70

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300	7070	Supplies - Water System Maintenance	1072 Prairie Material	890578689	1.25 Cu Yds Concrete - 891 Jeannette - 07/08/2022	156.56
301	7070	Supplies - Water System Maintenance	1072 Prairie Material	890587797	1.0 Cu Yds Concrete - Repairs - 07/14/2022	125.25
302	7070	Supplies - Water System Maintenance	1072 Prairie Material	890684711	3.0 Cu Yds Concrete - Driveway Repair - 09/08/2022	520.75
303	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R520931	6 Corp Stops	1,089.38
304	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	09022022	Wholesale Water Purchase - August 2022 - 09/02/2022, R-183-14	356,992.07
305	7120	Gasoline	8331 Avalon Petroleum Company Inc	468973	4,503 Gals Unleaded Gasoline - 08/24/2022, R-163-20	1,977.88
306	7130	Diesel	8331 Avalon Petroleum Company Inc	027500	2,504 Gals Bio Diesel Fuel - 08/24/2022, R-163-20	630.67
Total 550 - Water Systems					376,734.70	

Division: 560 - Sewer Systems

307	6195	Miscellaneous Contractual Services	8698 J A Schwall Well & Pump Service Inc	09/09/2022	Site Inspection & Permit - 31 E. Kathleen - 09/09/2022	610.00
308	6305	R&M Equipment	4989 Illini Power Products	SWO035351-1	Generator Service Call - PW 8043 - 08/15/2022	777.80
309	7000	Office Supplies	1644 Warehouse Direct Inc	5323068-0	Notebook, Paper, Pads, Calculator, Organizer, Pens, Markers - PW	130.68
310	7020	Supplies - Safety	2053 USA Bluebook	053166	3 Boxes Latex Gloves	120.50
311	7020	Supplies - Safety	1703 Proasafety Inc	2/888620	50 Safety Vests	121.50
312	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	2639	Salt Storage Utility Tote	21.59
313	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	836300	2 Qts Oil - PW 8033	6.58
314	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	836477	Fuel Filter - PW 8033	2.22
315	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	836548	2 Qts Oil & Oil Filter - PW 8033	12.65
316	7035	Supplies - Equipment R&M	1564 EJ Equipment Inc	P38062	Strain Relief, Pigtail, Adapter, & Receptor - Camera Repair	760.48
317	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W03866	100 Deck Screws - PW 8T03	59.25
318	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3029259092	CAC Hoses, Clamps, Cap Kit, Control Motors - PW 8020	866.10
319	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	836942	Brake Chambers - PW 8020	9.82
320	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	837511	7 Filters - PW 8020	246.55
321	7040	Supplies - Vehicle R&M	1202 Standard Equipment Co	P35899	Scroll, Blocks, Guides, Pin Dowel - PW 8020	1,008.59
322	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10451092	1.0 Cu Yds Top Soil - Restorations - 08/04/2022	32.00
323	7075	Supplies - Sewer System Maintenance	8683 T and T Landscape Construction Inc	10235	43.5 Rolls Sodding - 2139, 2134, 2130 Sprucewood - 09/02/2022	522.00
324	7075	Supplies - Sewer System Maintenance	1018 Anderson Lock Company LTD	1099860	10 Padlocks - Lift Stations	118.74
325	7075	Supplies - Sewer System Maintenance	1018 Anderson Lock Company LTD	1100943	10 Padlocks - Lift Stations	119.06
326	7075	Supplies - Sewer System Maintenance	1162 Vollmar Clay Products Inc	187740	64 Concrete Blocks & Pallet	338.00
327	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	497533	4 Heavy Duty Missions	57.46

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328	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890582178	1.25 Cu Yds Concrete - Repairs - 07/11/2022	181.56
329	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890585859	2.0 Cu Yds Concrete - Dulles & Lawn - 07/13/2022	250.50
330	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890670259	1.0 Cu Yd Concrete - 1036 Marshall Dr - 08/30/2022	125.25
331	7120	Gasoline	8331 Avalon Petroleum Company Inc	468973	4,503 Gals Unleaded Gasoline - 08/24/2022, R-163-20	1,055.59
332	7130	Diesel	8331 Avalon Petroleum Company Inc	027500	2,504 Gals Bio Diesel Fuel - 08/24/2022, R-163-20	1,259.08
333	8015	Equipment	2053 USA Bluebook	090241	Davit Arm Confined Space Equipment	7,801.45
334	8015	Equipment	2053 USA Bluebook	092203	Davit Arm Confined Space Equipment	5,661.90
Total 560 - Sewer Systems					22,276.90	

Total 00 - Non Departmental	398,991.00
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Department: 30 - Finance						
335	6025	Administrative Services	7961 BridgePay Network Solutions LLC	10654	Utility Web & Business License Transaction Fees August 2022	260.70
Total 30 - Finance					260.70	

Total 500 - Water/Sewer Fund	399,251.70
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Fund: 510 - City Owned Parking Fund						
336	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-61845-V1T6	Monthly Elevator Inspections-10/21-10/22	1,190.00
Total 510 - City Owned Parking Fund					1,190.00	

Fund: 600 - Risk Management Fund						
337	5345	Post-Employment Testing	7133 Mid-West Truckers Association Inc	9281	Post-Employment Testing 08/16/2022	300.00
338	6000	Professional Services	8580 Ready Rebound LLC	2361	Consulting-Orthopedic Patient Navigator Contract Sep 2022	905.74
Total 600 - Risk Management Fund					1,205.74	

Fund: 700 - Escrow Fund						
339	2464	Hydrant Deposits	8699 Midwest Construction Partners Inc	Refund 09/01/22	Hydrant Refund 09/01/2022	1,100.00
340	2493	Escrow - CED Development	7874 Colldock, Chris	CED 4511	Escrow Refund for 1316 Webford	347.08
Total 700 - Escrow Fund					1,447.08	

Grand Total	2,880,398.75
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City of Des Plaines

Warrant Register 10/03/2022

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Department: 00 - Non Departmental					
341	4160	Real Estate Transfer Tax	8703 Brown, Bobbie	Refund 09/14/22 Real Estate Transfer Tax Refund 09/14/2022 - Deal Fell Thru	890.00
Total 00 - Non Departmental					890.00

City Administration					
Division: 230 - Information Technology					
342	5310	Membership Dues	1076 Sam's Club Direct	999999 GRZUQB Sam's Club 2022-2023 Membership Dues	40.00
Total 230 - Information Technology					40.00

Division: 240 - Media Services					
343	5310	Membership Dues	1076 Sam's Club Direct	999999 GRZUQB Sam's Club 2022-2023 Membership Dues	40.00
Total 240 - Media Services					40.00

Total 20 - City Administration					277.99
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Department: 30 - Finance					
344	5310	Membership Dues	1076 Sam's Club Direct	999999 GRZUQB Sam's Club 2022-2023 Membership Dues	45.00
Total 30 - Finance					45.00

Public Works & Engineering					
Division: 100 - Administration					
345	5310	Membership Dues	1076 Sam's Club Direct	999999 GRZUQB Sam's Club 2022-2023 Membership Dues	40.00
Total 100 - Administration					40.00

Division: 530 - Street Maintenance					
346	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	6635215 Impact Drill & Drive Socket - PW 5119	182.67
Total 530 - Street Maintenance					182.67

Division: 535 - Facilities & Grounds Maintenance					
347	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	6070380 2 Torx Bit Sets	19.94
348	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0022959 Cable Ties & Straps - Fire Station #61	56.57
349	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0460494 Couplings, Sillcock, Ratchet Straps, Adapter - Fire Station #61	91.54
350	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1510621 Brush Set & Outlet Covers - Library	29.52

City of Des Plaines

Warrant Register 10/03/2022

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
351	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2173237	Returned Grout - Metra Train Station (36.87)
352	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2193042	Returned Polyblend - Metra Train Station (24.93)
353	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3180096	Returned Angle Bracket - IT Remodel (38.93)
354	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3191595	Returned 2 Service Entrance Caps - Theater (26.34)
355	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3200290	Returned Sink - IT Remodel (329.00)
356	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3601429	Conduit - Theater 25.22
357	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3623286	Outlet, Strainer, P-Trap, PVC, Tailpiece - IT Remodel 63.33
358	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4021280	Conduit & Flush Trim Bit - Theater 59.11
359	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4074068	Grout, Polyblend, Tool Cord, Plug, Etc. - Metra Train Station 100.80
360	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4604753	Outlets, Duplex Cover, Hole Covers - Metra Train Station 28.64
361	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5050860	Flat Head Slotted Screw - Metra Train Station 1.38
362	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5082892	Tile Trim, Trowel, Tile Adhesive, Etc. - Metra Train Station 142.77
363	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5082893	Work Boxes & LED Lights - Metra Train Station 104.34
364	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5204410	Returned LED Lights - Metra Train Station (53.94)
365	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6022242	Sink, Angle, Faucet - IT Remodel 496.93
366	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6024491	Simple Green Cleaner & Oxy Deep Cleaner - City Hall 29.26
367	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6072011	Door Pulls & Tapcon 77.77
368	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7022031	5 Sheets Drywall - Police Station 20.96
369	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7635083	Light Bulbs & Ballast - Fire Station #62 75.92
370	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8024295	Trowel, Markers, Gauging Trowel, Roof Cement - Fire Station #62 54.75

City of Des Plaines

Warrant Register 10/03/2022

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
371	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8083460	Extension Cord & Plug Adapter - Fire Station #61	30.38
372	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8193314	Electrical Tape & Screws - Metra Train Station	19.95
373	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9453604	2x4 Boards, Shims, Cabinet Screws - IT Remodel	43.28
Total 535 - Facilities & Grounds Maintenance					1,062.35	

Division: 540 - Vehicle Maintenance						
374	6195	Miscellaneous Contractual Services	8504 Verizon Connect Fleet USA LLC	354000030909	Vehicle Diagnostic System Aug 2022	1,424.75
375	7120	Gasoline	7349 Wex Inc	83480123	Fuel Purchases Aug 2022	58.99
376	7130	Diesel	7349 Wex Inc	83480123	Fuel Purchases Aug 2022	410.49
Total 540 - Vehicle Maintenance					1,894.23	

Total 50 - Public Works & Engineering					3,217.24
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Police Department						
Division: 630 - Support Services						
377	5310	Membership Dues	1076 Sam's Club Direct	999999 GRZUQB	Sam's Club 2022-2023 Membership Dues	40.00
378	6015	Communication Services	1032 Comcast	09/06/22 x7069	Internet/Cable Service 09/10-10/09/2022	89.95
379	6015	Communication Services	1009 AT&T	847R18054608-22	Communication Service 08/28-09/27/2022	63.68
Total 630 - Support Services					193.63	

Total 60 - Police Department					193.63
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Fire Department						
Division: 720 - Fire Prevention						
380	5310	Membership Dues	1076 Sam's Club Direct	999999 GRZUQB	Sam's Club 2022-2023 Membership Dues	40.00
Total 720 - Fire Prevention					40.00	

Total 70 - Fire Department					40.00
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Department: 90 - Overhead						
381	6015	Communication Services	1032 Comcast	08/22/22 x6716	Internet/Cable Service Sept 2022	63.06
Total 90 - Overhead					63.06	

Total 100 - General Fund					4,490.94
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City of Des Plaines

Warrant Register 10/03/2022

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 510 - City Owned Parking Fund						
382	6025	Administrative Services	7960 Passport Labs Inc	INV-1032384	Mobile Pay Parking Transaction Fee for July 2022	13.69
Total 510 - City Owned Parking Fund					13.69	
Fund: 520 - Metra Leased Parking Fund						
383	6025	Administrative Services	7960 Passport Labs Inc	INV-1032384	Mobile Pay Parking Transaction Fee for July 2022	277.50
Total 520 - Metra Leased Parking Fund					277.50	
Fund: 700 - Escrow Fund						
384	2226	Special Events - July 4th	3227 Jesse White Tumbling Team	07/04/2022-R	Entertainment for July 4, 2022 Parade-Replaces Ck 145823	1,100.00
Total 700 - Escrow Fund					1,100.00	
Grand Total					5,882.13	

City of Des Plaines

Warrant Register 10/03/2022

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Elected Office						
Division: 120 - City Clerk						
385	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 36253	2022 MCI Institute and Academy Conf 10/9/22-10/14/22 City Clerk	660.00
Total 120 - City Clerk					660.00	
Total 10 - Elected Office					660.00	
City Administration						
Division: 210 - City Manager						
386	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 36277	Zoom Subscription 8/26/22-9/25/22 - City Manager	14.99
Total 210 - City Manager					14.99	
Division: 230 - Information Technology						
387	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 36312	Dpcitynet, Cityofdesplaines. Desplaines Renewal 8/1/22-8/29/22	14.97
388	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 36315	Monthly Dpcitynet.com Renewal 8/1/22 - 8/30/22	4.99
389	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 36331	Monthly Secure Express Renewal 8/22/22 - 9/20/22	7.99
390	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 36336	Dpcitynet, Cityofdesplaines, Desplaines Renewal 8/29/22-9/24/22	14.97
391	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 36341	Monthly Dpcitynet.com Renewal 8/30/22 - 9/27/22	4.99
392	7000	Office Supplies	4348 Amazon.Com	PC - 36319	Commercial Office Wastebasket for IT Department	32.95
393	7005	Printer Supplies	4348 Amazon.Com	PC - 36324	DYMO Labels for IT Department	24.78
394	7200	Other Supplies	4348 Amazon.Com	PC - 36332	Gevalia K-Cup Coffee for IT Department	35.56
395	7200	Other Supplies	4348 Amazon.Com	PC - 36340	Dish Soap, Scrub Brush, Sponge for IT Department	65.87
396	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36310	TV Wall Mount for IT Department	118.79
397	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36311	Star Tech Open Frame Server Rack for IT Department	184.56
398	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36313	iPhone Case for City Use	33.98
399	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36314	Tripp Lite Fiber Enclosure for IT Department	273.08
400	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36316	Amazon Web Services - Charge Being Investigated	15.05
401	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36317	Samsung TV for IT Department	1,577.99
402	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36318	Telephone Handset Cable Cord for City Use	29.98
403	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36320	Refund for Glass Whiteboard	(429.51)
404	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36321	Coiled Telephone Cord for City Use	12.27
405	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36322	Leather Desk Pad Protector, Mouse Pad for IT Director	19.28
406	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36323	Tripp Lite Rackmount Fiber Enclosures for City Use	779.97
407	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36325	Credit for Disputed Item from July 2022	(14.66)
408	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36326	Tripp Lite Cat6 Patch Cables for IT Department	99.05
409	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36327	Western Digital 500GB Hard Drives for City Use	55.92
410	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36328	Western Digital 500GB Hard Drives for City Use	448.45
411	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36329	Dell Micro Mounting Bracket for City Use	69.98

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JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
412	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36330	Logitech Wireless Keyboard for City Use	29.99
413	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36333	APC UPS Network Management Card for City Use	144.99
414	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36334	Rack Mount Smart UPS for City Use	1,299.96
415	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36337	Stainless Steel Toaster Oven for IT Department	42.99
416	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36338	Glass Whiteboard for IT Department	450.99
417	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36339	Replacement Barcode Scanner Battery for Police Department	15.98
418	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 36335	Ergonomic Office Chairs for IT Department	1,849.95
Total 230 - Information Technology					7,316.10	

Division: 240 - Media Services						
419	5325	Training	8696 UAV Coach	PC - 36296	Online Training for FAA Drone Pilot Certification Test	299.00
420	6195	Miscellaneous Contractual Services	8451 Powtoon Ltd	PC - 36294	Subscription for Online Video Production Tool 7/29/22-7/29/23	396.00
421	6195	Miscellaneous Contractual Services	8450 Envato Elements Pty Ltd	PC - 36295	Subscription for Online Digital Asset Library 7/29/2022-7/29/202	198.00
422	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	PC - 36181	Youth Commission Supplies for National Night Out 8/2/22	305.46
423	6535	Subsidy - Youth Commission	8244 Des Plaines Ace Hardware	PC - 36183	Supplies for Co-Rec Softball BBQ 8/6/22	12.58
424	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	PC - 36187	Supplies for Co-Rec Softball BBQ 8/6/22	378.62
425	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	PC - 36188	Refund for Sales Tax Charged 06/15/2022	(0.69)
426	6535	Subsidy - Youth Commission	1580 Mighty Mites Awards Inc	PC - 36190	Awards for Co-Rec Softball Winners 08/01/2022	97.00
427	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 36189	Branded Apparel for 2 Media Services Staff	180.55
428	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 36213	2 Branded Des Plaines Polo Shirts for Events-Comm/Events Assoc	95.75
429	7310	Publications	1456 Chicago Tribune	PC - 36184	Clerk's Office Subscription 8/3/22-8/30/22	15.96
430	7310	Publications	1456 Chicago Tribune	PC - 36185	City Manager Subscription 8/4/22-8/31/22	15.96
431	7310	Publications	1456 Chicago Tribune	PC - 36186	Media Services Subscription 8/5/22-9/1/22	15.96
432	7310	Publications	1456 Chicago Tribune	PC - 36191	Clerk's Office Subscription 8/31/22-9/27/22	15.96
Total 240 - Media Services					2,026.11	

Division: 250 - Human Resources						
433	5310	Membership Dues	1485 ILCMA - IL City/County Management Assoc	PC - 36249	ILCMA Corp and Legacy Proj Memberships-Management Analyst 08/24/2022-08/23/2023	208.25
434	5320	Conferences	1546 IPELRA	PC - 36243	IPELRA Collective Bargaining Simulation 9/12-9/14 Reg. Fee	399.00
435	5325	Training	1413 ICMA Intl City/County Management Association	PC - 36248	ICMA Training 9/1/22-Competitive Pay for the Public Sector	149.00
436	5335	Travel Expenses	5410 Eagle Ridge Resort	PC - 36244	Hotel Deposit for 9/12-9/14/22 IPELRA Collective Barg. Sim.	194.49
437	6100	Publication of Notices	5414 3CMA	PC - 36247	Job Ad: Media Spec-Digital 8/11-9/1/22	99.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
438	6100	Publication of Notices	5760 LinkedIn	PC - 36250	Job Ad: Media Specialist 8/11-8/23/22	512.39
439	7000	Office Supplies	1644 Warehouse Direct Inc	PC - 36246	1 Box of Paper	51.46
440	7000	Office Supplies	1644 Warehouse Direct Inc	PC - 36251	2 Packs of Flags, 2 Tape Rolls, Post-It Notes	23.48
Total 250 - Human Resources					1,637.07	

Division: 260 - Health & Human Services						
441	5325	Training	4626 National Association of Social Workers - NASW	PC - 36245	NASW-IL for Social Worker Conference 11/17 and 12/1/2022	275.00
Total 260 - Health & Human Services					275.00	

Total 20 - City Administration					11,269.27
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Department: 30 - Finance						
442	7200	Other Supplies	4348 Amazon.Com	PC - 36344	Returned Disposable Plasticware	(22.99)
443	7200	Other Supplies	4348 Amazon.Com	PC - 36345	Returned Disposable Plasticware	(9.20)
444	7200	Other Supplies	4348 Amazon.Com	PC - 36347	1 Carton of Paper Cups for Coffee	89.99
445	7200	Other Supplies	1076 Sam's Club Direct	PC - 36349	2 Packs of Paper Plates and 2 Packs of K-Cups	129.46
446	7200	Other Supplies	4348 Amazon.Com	PC - 36350	2 Packs of Zip-Lock Bags	33.73
Total 30 - Finance					220.99	

Community Development						
Division: 410 - Building & Code Enforcement						
447	5325	Training	1508 Building & Fire Code Academy	PC - 36285	2021 Intl Residential Code Training 9/20-9/22/2022 - Elec Insp	490.00
448	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 36283	2 Uniform Shirts - Code Enforcement	92.40
Total 410 - Building & Code Enforcement					582.40	

Division: 420 - Planning & Zoning						
449	5325	Training	7034 American Planning Association - Illinois Chapter	PC - 36284	APA IL State Conference for CED Director 9/28-9/30/2022	425.00
450	5325	Training	7034 American Planning Association - Illinois Chapter	PC - 36286	APA IL State Conference for Associate Planner 9/30/2022	250.00
Total 420 - Planning & Zoning					675.00	

Total 40 - Community Development					1,257.40
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Public Works & Engineering						
Division: 510 - Engineering						
451	5320	Conferences	1319 IL Municipal League	PC - 36210	2022 IML Annual Conference 1 Day Pass-Management Analyst/Eng	180.00
452	7200	Other Supplies	2314 Kara Co Inc	PC - 36209	12 Engineering Field Books	58.83
Total 510 - Engineering					238.83	

Division: 530 - Street Maintenance						
453	5325	Training	3276 IL Arborist Association	PC - 36238	Tree Defect Identification CEU Quiz 08/08/2022 - Supt	10.95
454	5325	Training	4444 Misc Vendor for Procurement Card	PC - 36239	Snowplowing Workshop - 4 Maintenance Operators - 8/16/2022	380.00
455	5325	Training	3276 IL Arborist Association	PC - 36240	Chainsaw Safety Training - Crew Leader - 10/14/2022	20.00

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
456	5325	Training	3276 IL Arborist Association	PC - 36241	Chainsaw Safety Training - Maintenance Operator - 10/14/2022	20.00
457	5325	Training	1252 NIPSTA	PC - 36352	Snowplow Driver Training - Maintenance Operator - 8/23/2022	148.63
458	5325	Training	1252 NIPSTA	PC - 36353	Snowplow Driver Training - 3 Maintenance Operators - 8/23/2022	297.25
Total 530 - Street Maintenance					876.83	

Division: 535 - Facilities & Grounds Maintenance						
459	5325	Training	1252 NIPSTA	PC - 36354	Snowplow Driver Training - 3 Maintenance Operators - 8/23/2022	445.88
460	5325	Training	1252 NIPSTA	PC - 36356	Fall Protection Training - Crew Leader, 2 Maint Ops - 9/27/2022	615.00
461	6315	R&M Buildings & Structures	7689 Ambius	PC - 36182	Supplemental Plant Added to Lobby 07/15/2022	52.62
462	6315	R&M Buildings & Structures	4444 Misc Vendor for Procurement Card	PC - 36237	Service Call to Repair Overhead Door 08/04/2022 - Civic Deck	465.00
463	6315	R&M Buildings & Structures	4444 Misc Vendor for Procurement Card	PC - 36242	Granite Counter Install 08/24/2022 - IT	2,170.48
464	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 36351	Replacement Hose for Dust Extractor	42.89
465	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 36357	Metal Table Legs - IT	519.98
466	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 36358	Metal Table Legs - IT	379.99
467	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 36360	Replacement Part for Faucet Repair - Police	323.49
468	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 36361	Granite for IT Counter	2,170.48
469	7200	Other Supplies	1076 Sam's Club Direct	PC - 36355	Coffee - City Hall	316.30
470	7200	Other Supplies	1076 Sam's Club Direct	PC - 36362	Coffee - PW	89.96
Total 535 - Facilities & Grounds Maintenance					7,592.07	

Division: 540 - Vehicle Maintenance						
471	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 36192	Roof Fan	360.00
472	7040	Supplies - Vehicle R&M	1202 Standard Equipment Co	PC - 36193	Sprockets, Chains and Drive Key	148.16
473	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 36196	Air Filter	175.50
Total 540 - Vehicle Maintenance					683.66	

Total 50 - Public Works & Engineering					9,391.39
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Police Department						
Division: 610 - Uniformed Patrol						
474	5325	Training	4444 Misc Vendor for Procurement Card	PC - 36200	Lodging for Shotgun Armorers Course (1 Ofc) 8/4-8/5/2022	136.00
475	5325	Training	7568 Calibre Press	PC - 36218	Advanced Patrol Tactics 9/22/2022 (2 Ofcs)	338.00
476	7000	Office Supplies	4348 Amazon.Com	PC - 36224	Microfiber Cloth for Livescan Machine	15.49
477	7200	Other Supplies	4348 Amazon.Com	PC - 36217	Label Tape for ET Program	33.14
478	7200	Other Supplies	4348 Amazon.Com	PC - 36223	Prisoner Pillows	38.18
479	7200	Other Supplies	4348 Amazon.Com	PC - 36229	Prisoner Suits and Expanding File Holder	370.74
480	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36342	Garage Door Opener for Squad 48	28.78
481	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36343	Refund for Garage Door Opener for Squad 48	(28.78)
Total 610 - Uniformed Patrol					931.55	

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 620 - Criminal Investigation						
482	5325	Training	7734 Illinois Assoc of Property & Evidence Managers	PC - 36197	2022 IAPEM Conference 10/5-10/7-Lab/Property Specialist	840.00
483	5325	Training	7734 Illinois Assoc of Property & Evidence Managers	PC - 36198	Refund-Overcharge 2022 IAPEM Conf 10/5-10/7-Lab/Prop Specialist	(390.00)
484	5325	Training	4360 Paypal	PC - 36231	Clear and Present Danger Class 8/17/2022 (1 Soc Worker)	50.00
485	5325	Training	4444 Misc Vendor for Procurement Card	PC - 36236	Advanced Homicide Class 9/12-9/14/2022 (1 Sgt)	595.00
486	6015	Communication Services	8347 Browning Trail Cameras	PC - 36180	Cell Connection-Trail Camera for Surveillance 8/18-9/18/2022	29.99
487	7000	Office Supplies	4348 Amazon.Com	PC - 36222	Desk Organizer and Bulletin Board	74.73
Total 620 - Criminal Investigation					1,199.72	

Division: 630 - Support Services						
488	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 36215	Crime Free Housing Seminar 10/7/2022 (1 Ofc)	31.05
489	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 36216	Crime Free Housing Seminar. 10/7/2022 (1 Ofc)	31.05
490	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 36234	Refund for Crimefree Housing Seminar 10/7/2022 (1 Ofc)	(31.05)
491	7000	Office Supplies	4348 Amazon.Com	PC - 36214	Dry Erase Markers, Paper	26.41
492	7000	Office Supplies	4348 Amazon.Com	PC - 36219	ID Card Holders, Leather Zipper Binder	73.96
493	7000	Office Supplies	4348 Amazon.Com	PC - 36220	Desk Organizer, ID Card Holders, Batteries	87.38
494	7000	Office Supplies	4348 Amazon.Com	PC - 36221	Desk Organizer and Bulletin Board	25.47
495	7000	Office Supplies	4348 Amazon.Com	PC - 36227	Compressed Air Duster	20.59
496	7000	Office Supplies	4348 Amazon.Com	PC - 36228	Prisoner Suits and Expanding File Holder	20.98
497	7000	Office Supplies	4348 Amazon.Com	PC - 36230	1 Bankers Box	64.99
498	7000	Office Supplies	4348 Amazon.Com	PC - 36235	6 Packs of CD/DVD Envelopes	69.60
499	7010	Supplies - Community Relations	2337 Shop & Save Market	PC - 36211	Water for National Night Out Event 08/02/2022	23.45
500	7015	Supplies - Police Range	6851 Axon Enterprise Inc	PC - 36199	5 Taser Batteries	396.15
501	7015	Supplies - Police Range	4444 Misc Vendor for Procurement Card	PC - 36252	Refund for Tax Charge on Trauma Kit for Police Range	(6.37)
502	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 36206	Replacement Generator Adapter Converter for Training Trailer	14.97
503	7200	Other Supplies	8244 Des Plaines Ace Hardware	PC - 36204	3 Tubes of Threadlocker	32.97
504	7200	Other Supplies	8244 Des Plaines Ace Hardware	PC - 36207	2 Packs of Batteries	24.18
505	7200	Other Supplies	4348 Amazon.Com	PC - 36225	Refund for Paper Plates	(17.06)
506	7200	Other Supplies	4348 Amazon.Com	PC - 36226	Pool Noodles for Child Car Seat Installation	25.99
507	7200	Other Supplies	4348 Amazon.Com	PC - 36232	Paper Cups	80.49
508	7200	Other Supplies	1076 Sam's Club Direct	PC - 36233	Batteries for Defibrillators	647.64
Total 630 - Support Services					1,642.84	

Total 60 - Police Department					3,774.11
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Fire Department						
Division: 100 - Administration						
509	5320	Conferences	1482 Metropolitan Fire Chiefs Association of Illinois	PC - 36298	Metro Fire Chiefs Fall Symposium -9/1/22- Chief, 2 Deputy Chiefs	105.00

City of Des Plaines

Warrant Register 10/03/2022

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
510	7000	Office Supplies	4348 Amazon.Com	PC - 36265	2 Cases of Bankers Boxes - Admin Move	129.98
511	7000	Office Supplies	4348 Amazon.Com	PC - 36273	3 Wall File Holders	38.79
512	7200	Other Supplies	4633 Walgreen Co	PC - 36268	Paper Towels, 409 Cleaner - Admin Office	9.28
Total 100 - Administration					283.05	

Division: 710 - Emergency Services						
513	5325	Training	1743 IL Fire Chiefs Association	PC - 36254	Structured/Written/Tactical Workshop-10/3/22-10/5/22-Paramedic	480.00
514	5325	Training	1743 IL Fire Chiefs Association	PC - 36255	Structured/Written/Tactical Workshop-11/7/22-11/9/22- Paramedic	480.00
515	5325	Training	2440 DJS Scuba Locker Inc	PC - 36257	Ice Diving Class 02/18/22 - Paramedic	325.00
516	6195	Miscellaneous Contractual Services	7779 FNX Coyote LLC	PC - 36261	Retirement Axe Engraving 05/12/2022 - Paramedic	35.00
517	6195	Miscellaneous Contractual Services	7779 FNX Coyote LLC	PC - 36262	Retirement Axe Engraving 08/11/2022 - Lieutenant	35.00
518	6305	R&M Equipment	2240 United Radio Communications	PC - 36263	Repair and Labor of Motorola Portable Radio 12/21/21	774.50
519	6305	R&M Equipment	2240 United Radio Communications	PC - 36264	Repair and Labor for Motorola Radios 7/22/22- Credit Pending	724.75
520	6310	R&M Vehicles	1745 Suburban Accents Inc	PC - 36256	7x12 Wrap For Rescue 63 - 08/02/22	1,980.00
521	7025	Supplies - Custodial	4390 Restaurant Depot	PC - 36306	2 Gallons Skyline Dishwasher Detergent - Sta. 61	29.80
522	7025	Supplies - Custodial	4390 Restaurant Depot	PC - 36308	7 Gallons Skyline Dishwasher Detergent - Sta. 63	95.15
523	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 36307	Gas Hose for Gas Grill - Station 61	43.59
524	7200	Other Supplies	4348 Amazon.Com	PC - 36309	Tactical ID Card Holder Hook, Credit Card Lanyard. Badge Holder	13.48
525	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36258	2 Magnetic Charging Cables	52.48
526	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36259	Aluminum Z Bar with Screws	19.99
527	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36260	iPad Keyboard Case, Hose Spray Nozzle	87.68
528	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36266	2 Mini Car Chargers, Adapter, Dual USB Port - Vehicle 6140	33.94
529	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36267	Jump Starter Bx, Battery Pk., Charger, Cables-Staff Vehicles	679.00
530	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36269	Jump Starter Box, Battery Pk, Charger, Jumper Cables-Truck 6140	199.95
531	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36270	2 RAM Mounts, 2 Car Chargers, 2 Stylus Pens - Tower 61	219.43
532	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36271	Police Radio Scanner Antenna	13.90
533	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36272	Aluminum Z Bar with Screws - Retirement Plaque	25.98
534	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36274	Credit for Shipping order # 111-5918300-6759420- Aluminum Bar	(5.99)
535	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 36278	1 Set of Hose Straps	59.12
536	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 36279	3 Sets of Hose Straps	149.97
537	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36297	Magnetic Charging Cable, 6 Screen Protectors	69.67
Total 710 - Emergency Services					6,621.39	

Division: 720 - Fire Prevention						
538	5310	Membership Dues	4840 International Association of Arson Investigators	PC - 36280	Membership Dues 08/01/22-08/01/23 - Division Chief	130.00

City of Des Plaines

Warrant Register 10/03/2022

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
539	7200	Other Supplies	5217 Positive Promotions Inc	PC - 36281	2500 Junior Fire Hats for Public Education Events	1,953.38
540	7200	Other Supplies	5217 Positive Promotions Inc	PC - 36282	2500 Mood Shadow Pencils for Public Education Events	1,031.38
Total 720 - Fire Prevention					3,114.76	

Total 70 - Fire Department	10,019.20
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Total 100 - General Fund	36,592.36
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Fund: 260 - Asset Seizure Fund						
Program: 2620 - DEA						
541	7200	Other Supplies	5854 MidwayUSA	PC - 36205	4 Red Dot Sights for TRT Carbines	799.96
542	8015	Equipment	4444 Misc Vendor for Procurement Card	PC - 36201	23 M-Lok Handstop Kits for TRT	430.33
543	8015	Equipment	4444 Misc Vendor for Procurement Card	PC - 36202	23 M-Lok Adapter Rails for TRT	154.33
544	8015	Equipment	1722 Brownells Inc	PC - 36203	15 Carbine Cases and 1 Pack of Magazines for TRT	663.84
545	8015	Equipment	8664 Aero Precision LLC	PC - 36208	3 Patrol Carbine Barrels	377.97
Total 2620 - DEA					2,426.43	

Program: 2640 - Forfeit						
546	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 36275	Food for K9 Jager 8/1/2022	62.09
547	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 36276	Food for K9 Jager 8/20/2022	89.99
Total 2640 - Forfeit					152.08	

Total 260 - Asset Seizure Fund	2,578.51
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Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 550 - Water Systems						
548	7070	Supplies - Water System Maintenance	4348 Amazon.Com	PC - 36359	Cat 6 Cable for Maple Street Pumping Station	1,158.00
549	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36287	Fan Filters	9.89
550	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36292	iPad Case	69.95
Total 550 - Water Systems					1,237.84	

Division: 560 - Sewer Systems						
551	5325	Training	4418 EBS - Eventbrite	PC - 36288	Intro to Plan Reading Class - Sewer Foreman - 8/16/2022	37.79
552	5325	Training	4418 EBS - Eventbrite	PC - 36289	Duplicate Charge - Training - Sewer Foreman - 8/16/2022	37.79
553	5325	Training	4418 EBS - Eventbrite	PC - 36290	Refund - Training - Sewer Foreman - 8/16/2022	(37.79)
554	5325	Training	1563 American Water Works Assoc (AWWA)	PC - 36293	AWWA Training Manual	120.60
555	7035	Supplies - Equipment R&M	4444 Misc Vendor for Procurement Card	PC - 36195	Wood Decking and Hardware	1,246.02
556	7040	Supplies - Vehicle R&M	1202 Standard Equipment Co	PC - 36194	Scroll, Shoes, Blocks, Guides and Pins	1,008.59
557	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 36291	Charger for iPad	30.58
Total 560 - Sewer Systems					2,443.58	

Total 00 - Non Departmental	3,681.42
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City of Des Plaines
Warrant Register 10/03/2022
JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Department: 30 - Finance						
558	7000	Office Supplies	4348 Amazon.Com	PC - 36346	1 Box of File Folders	19.36
559	7000	Office Supplies	4348 Amazon.Com	PC - 36348	2 Pack of Pens and 2 Pack of Post-It Notes	59.56
Total 30 - Finance					78.92	
Total 500 - Water/Sewer Fund					3,760.34	
Fund: 700 - Escrow Fund						
560	2226	Special Events - July 4th	6109 Facebook Inc	PC - 36212	Boosted Event Ad for July 4 Parade	2.44
Total 700 - Escrow Fund					2.44	
Grand Total					42,933.65	

City of Des Plaines

Warrant Register 10/03/2022

Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 2,880,398.75 **	10/3/2022
Manual Checks	\$ 5,882.13 **	9/16/2022
Payroll	\$ 1,369,091.64	9/23/2022
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ 42,933.65 **	9/25/2022
Chicago Water Bill ACH	\$ 168,406.97	9/30/2022
Postage Meter Direct Debits	\$ 3,000.00	9/2/2022
Postage - Pitney Bowes Annual	\$ -	
Utility Billing Refunds	\$ -	
Debt Interest Payment	\$ -	
IMRF Payments	\$ 123,587.24	9/8/2022
Employee Medical Trust	\$ -	
Total Cash Disbursements:	<u>\$ 4,593,300.38</u>	

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines
This Third Day of October 2022
Ayes _____ Nays _____ Absent _____

Jessica M. Mastalski, City Clerk

Andrew Goczkowski, Mayor


**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

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

MEMORANDUM

Date: September 22, 2022

To: Michael G. Bartholomew, City Manager

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

Subject: **Arndt Park Revitalization – Case #22-031-MAP-V**
 Proposal for the Revitalization of Arndt Park

Issue: The petitioner is requesting the following from the Zoning Ordinance to allow the revitalization of a park property: (i) a Map Amendment from R-1 Single-Family Residential to I-1 Institutional as required by Section 12-7-3; (ii) major variation to allow parking in the required front yard up to the lot line; (iii) a major variation from the interior parking lot landscaping requirement; (iv) a major variation from the perimeter parking lot landscaping requirement; (v) a major variation from the required landscape buffer for areas abutting residential district; and (vi) a major variation from the curb and gutter distance requirement for parking areas, as required by Section 12-7-1.

PINs: 09-29-224-015, 09-29-224-016, 09-29-224-052, 09-29-224-053, 09-29-224-051, 09-29-224-049, 09-29-232-021, 09-29-402-003, 09-29-402-012, 09-29-402-014, 09-29-402-017, 09-29-402-022, 09-29-402-023, 09-29-402-02

Property Area: 297,414.82 square feet (6.83 acres) north of Howard Avenue; 258,111.92 square feet (5.93 acres) south of Howard Avenue; total is 555,526.74 square feet (12.75 acres).

Petitioner: Des Plaines Park District, 2222 Birch Street, Des Plaines, IL 60018

Owner: Des Plaines Park District, 2222 Birch Street, Des Plaines, IL 60018

Existing Zoning: R-1 Single Family Residential District (I-1 Institutional District is proposed)

Surrounding Zoning:
 North: R-1, Single-Family Residential District
 South: M-2, General Manufacturing District
 East: R-1, Single-Family Residential District and R-2 Two-Family Residential District
 West: R-1, Single-Family Residential District and R-2 Two-Family Residential District

Surrounding Land Use	North: Elementary school, single-family and two-family residences South: Manufacturing East: Single-family and two-family residences West: Single-family and two-family residences
Street Classification	White Street, Prospect Avenue, Stockton Avenue, Illinois Street, and Howard Avenue are local roads.
Comprehensive Plan	Open Space is the recommended use of the property.

Project Summary: The petitioner, the Des Plaines Park District, is requesting a Map Amendment to rezone the subject property from R-1 Single Family Residential District to I-1 Institutional District. Their intent is to bring the zoning in line with the district typical for parks of more than two acres (I-1) and also to capitalize on the I-1 allowance for more than one principal building per zoning lot. There is currently only one principal building, but in adding the pool and an aquatic building, there are proposed to be two, which is not allowed in R-1. The associated variations will facilitate revitalization of the park to include a new pool and bathhouse, free game court, new playground equipment, two picnic shelters, lighting, landscaping, expansion of the parking lot, and a new walking loop around the park.

Project Details

The Arndt Park Aquatic and Recreation Facility is a proposed enhancement of an existing park facility. One component of the proposed project is the interior and exterior remodeling of the existing 2,617-square-foot field house. According to the petitioners, the fieldhouse building would continue to provide programming space for summer camps, athletics, classes, the Maine-Niles Special Recreation Association, and community rentals.

New building construction would include a new 5,115-square-foot aquatic center to the north of the fieldhouse. Outdoor pool facilities would include six lap lanes, a shallow area, a dive well depth, pool deck, an on-deck picnic area, and shade structures. This outdoor pool would serve as a replacement to the recently demolished Iroquois Pool, which had previously served the south Des Plaines community. The interior of the building is proposed to include a building/concession center, restrooms, locker rooms, storage, mechanical maintenance areas, and a lifeguard office. Proposed additions to the park overall include a new walking path loop, free game court, new playground equipment, two picnic shelters, security lighting, and an expanded parking lot.

Access to the site will continue to be provided along White Street. New lighting will be located around the aquatic building and will not exceed the spillage requirements. Refer to the Photometric Plan for locations and information on spillage of light. Refer to the Site Plan for locations of these facilities and Architectural Plans for specifics on the buildings.

ZONING MAP AMENDMENT

Development Standards for I-1 Versus R-1

Parks are a permitted use within R-1 zoning districts. However, the intended zoning for public facilities, including parks, is I-1 zoning. The I-1 zoning district is designed to recognize the public nature of specific areas or properties, as well as provide guidelines for use and development in this zoning district, and provide protection of public and semi-public facilities from encroachment of noncompatible uses. Re-zoning this area to I-1 would more closely align with the existing and future use of this park area. The below table provides a comparison of standards for the current R-1 zoning to the proposed I-1 zoning.

	R-1 (current zoning)	I-1 (proposed zoning)
Spacing and Number of Structures	Maximum one (1) principal structure and two (2) accessory structures	No limitations on number of structures. Lots greater than 4 acres in size may have more than one principal building per two acres of land area. Minimum separation between buildings must be 25 ft.
Maximum Building Height	35 ft (2 ½ stories)	Adjacent to nonresidential: 100 ft Adjacent to residential: 45 ft plus 5 ft for every 10 ft of additional setback provided
Front yard setback	25 ft	50 ft
Side yard setback	5 ft	25 ft
Rear yard setback	25 ft	50 ft
Minimum lot size	6,875 sq ft	2 acres

Development Standards for I-1

Amending the zoning of a property requires the new property to meet the bulk matrix requirements outlined in Section 12-7-5.A.7. See below for a comparison of the requirements and what is provided at the location.

	I-1 Requirements	Provided
Spacing and Number of Structures	No limitations on number of structures. Lots greater than 4 acres in size may have more than one principal building per two acres of land area. Minimum separation between buildings must be 25 ft.	Two (2) buildings on a 12.75-acre property.
Maximum Building Height	Adjacent to nonresidential: 100 ft Adjacent to residential: 45 ft plus 5 ft for every 10 ft of additional setback provided	Aquatic center: 26 feet 10 inches Existing field house: 10 feet
Front yard setback	50 ft	Existing and enlarged parking lot structure proposed in front yard. Off street parking spaces are permitted to be located within any required yard pursuant to 12-9-6.C.
Side yard setback	25 ft	Baseball diamond encroaches into required side yard at north lot line. Although Section 12-7-1.C requires a minimum 5-foot distance from the lot line, this is a nonconforming structure, and under Section 12-5-6 may continue.
Rear yard setback	50 ft	Walkway and landscaping encroach into setback allowable distance, as permitted by Section 12-7-1.C.
Minimum lot size	2 acres	12.75 acres
Maximum lot coverage	40%	Total building coverage: 0.36 acres Total site area: 12.75 acres Lot coverage: 2.8%

Required Buffering Between Institutional and Residential Districts

A required buffer area including an eight-foot-tall, solid fence, shade trees, and shrubs is required to exist between any institutional district abutting a residential district. A section of the west and east boundary is abutting residences and is required to provide this buffer. However, due to the existing open space and turf in these areas, the petitioner has included a variation request to Section 12-10-9.C to grant relief from the requirement. It is worth noting there is existing fencing in these areas that has stood for years, and the petitioner is arguing existing conditions should suffice, while also allowing desired visibility into the park. Refer to the Site Plan and the Petitioner's Response to Standards for this variation for additional details.

Compliance with the Comprehensive Plan

The proposed project, including the proposed site improvements, address various goals of the 2019 Comprehensive Plan to "Promote Recreational Facilities to Boost the Local Economy" and policy 7.12 to "Continue to implement the Des Plaines Park District's Strategic Plan." The Des Plaines Park District's Strategic Plan includes an objective to explore the renovation or construction of pool facilities in the area, specifically noting Arndt Park as a possible location for this type of facility.¹

VARIATIONS

The District is seeking multiple variations, three of which are driven by its desire to expand the existing parking lot. The expansion is intended to accommodate an anticipated growth in visitors to the park with the construction of the new pool facilities.

Outdoor parks require a minimum of two spaces plus one space for every half acre of property. For this 12.75-acre park, thirty (30) spaces are required, including two (2) accessible parking spaces. The site currently has sufficient parking per the requirements – even with adding the aquatic facilities – with an existing sixty-six (66) total parking spaces, including three (3) accessible spaces. However, the District believes it is prudent to add parking. The proposed new lot will provide ninety-seven (97) total spaces, four (4) of which are accessible spaces.

Parking Lot Location and Curb

The I-1 district limits the location of parking in required yards to the rear. The petitioner has included a variation to the I-1 standards to allow for parking in the front yard. The existing parking lot is located in the front yard is proposed to be expanded to the north. In addition, a variation is included to vary the location of the curb and gutter. Parking areas are required to have curb and gutter located a minimum distance of 3.5 feet from any adjacent property line or right of way line, but the existing parking lot – and thus the proposed extension – are directly next to the White Street right of way. Refer to the Standards for Variation section for additional information and justification.

¹ Des Plaines Park District Strategic Plan 2019-2024, https://www.dpparks.org/wp-content/uploads/2019/08/DPParks_Strategic_Plan_2019-2024.pdf

Parking Lot Landscaping

Landscaping is required to be located on the interior of parking lots and the perimeter. The petitioner has included a variation to reduce parking lot landscaping in both locations. Refer to the table below for the requirements and what landscaping is proposed to be provided.

	Requirement	Provided
Interior Parking Lot Landscaping (Section 12-10-8.A)	Not less than 5% of the interior parking lot shall be devoted to landscaping	No interior landscaping to be provided. Major variation included with this application to reduce the required landscaping from 5% to 0%.
Perimeter Parking Lot Landscaping (Section 12-10-8.B)		
<i>Location</i>	A perimeter landscape area shall be established along the end of the parking lot that is within a required yard and/or within 20 feet of a lot line.	Landscaping to be provided on the east boundary of the existing and proposed parking lot.
<i>Size</i>	The perimeter landscape area shall at least five feet in width.	Five feet of landscaping (turf) provided.
<i>Required Improvements</i>	Required improvements to include shade trees and shrubs.	Major variation included in this application to not require trees or shrubs to be located in this area.
	Ground Cover: Landscaped area outside of shrub masses shall be planted in turf or other ground cover approved by the zoning administrator.	Landscaped area will be turf.

Landscaping

Landscaping will be provided around the proposed building, including shade trees, ornamental trees, shrubs, grasses and turf. The petitioner has requested a Major Variation to Section 12-10-9.C to reduce the landscape buffer requirements for required fencing and landscaping adjacent to the residential zoning districts to the west and east. Refer to the attached landscape plans for information on location and the standard for variation provided by the petitioner and below.

PZB Action

The PZB held a public hearing on September 13, 2022 to consider the map amendment and variations. Their discussion and rationale are captured in the excerpt to the draft minutes of the September 13, 2022 meeting. The PZB recommended (7-0) that the City Council approve the proposed map amendment and variations as presented, as noted in the attached Chairman Szabo memo.

City Council Procedure and Recommended Conditions

Pursuant to Section 12-3-7.D.4 and 12-3-6.G, the City Council has the authority to approve, approve with modifications, or deny the requests. The City Council has final authority over the map amendment and the requested variations. Should the City Council approve the requests, staff and the PZB suggest the following condition:

1. Plans may be required to be revised during the building permit process to adhere to applicable local and state building and engineering requirements.

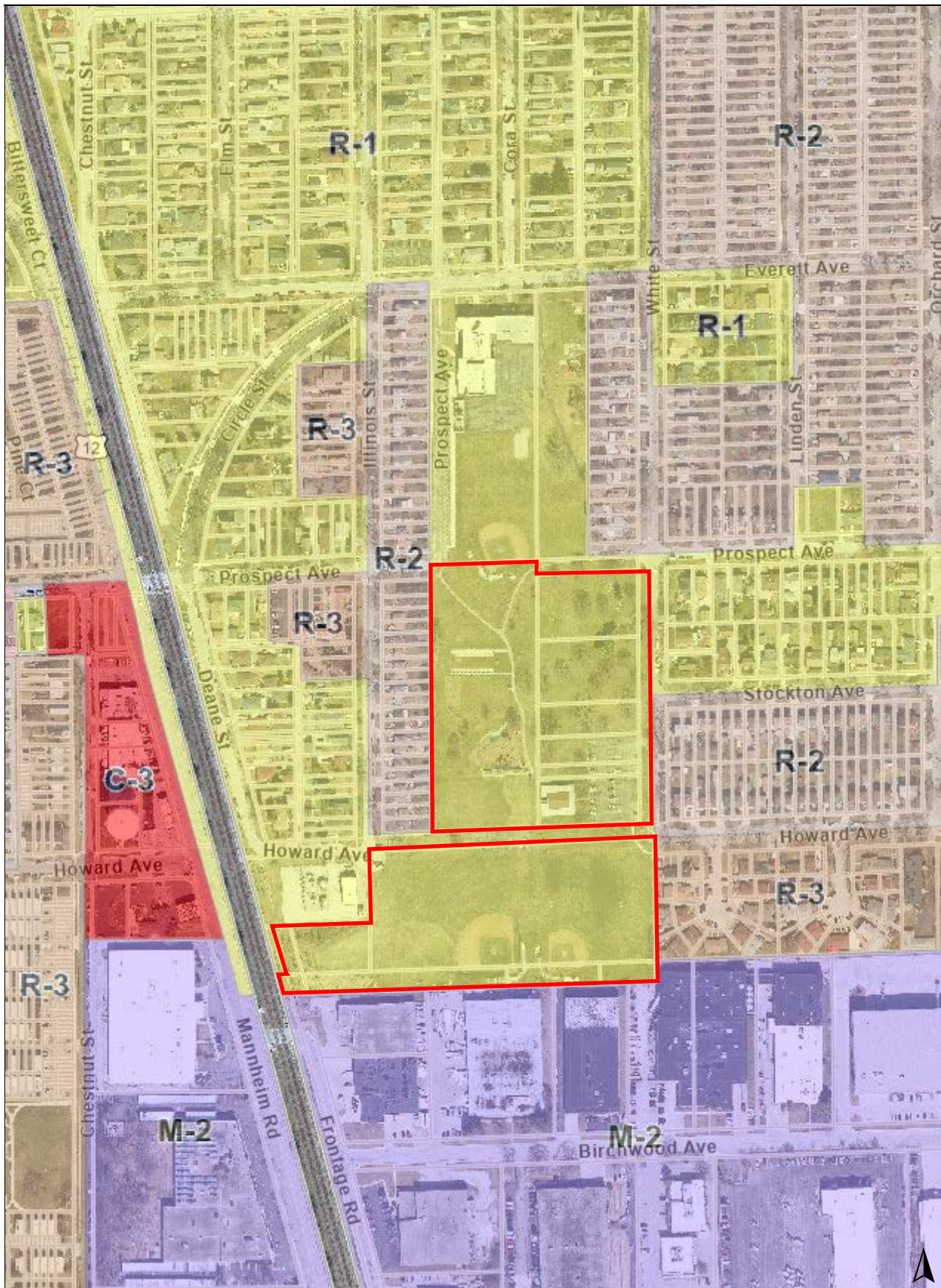
Attachments:

- Attachment 1: Location and Aerial Map
- Attachment 2: Site and Context Photos
- Attachment 3: Plat of Survey
- Attachment 4: Photometric Plan
- Attachment 5: Letter from PZB Chairman James Szabo
- Attachment 6: Excerpt from Draft Minutes of September 13, 2022 meeting

Ordinance Z-30-22

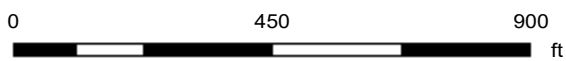
Exhibit A: Engineering Plans

Exhibit B: Landscape Plans



Legend

- Subject Site
- Zoning**
- C-1: Neighborhood Shopping
- C-3: General Comm
- M-2: General Manufacturing
- R-1: Single Family Residential
- R-2: Two Family Residential
- R-3: Townhouse Residential



Print Date: 9/7/2022

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.



Attachment 2

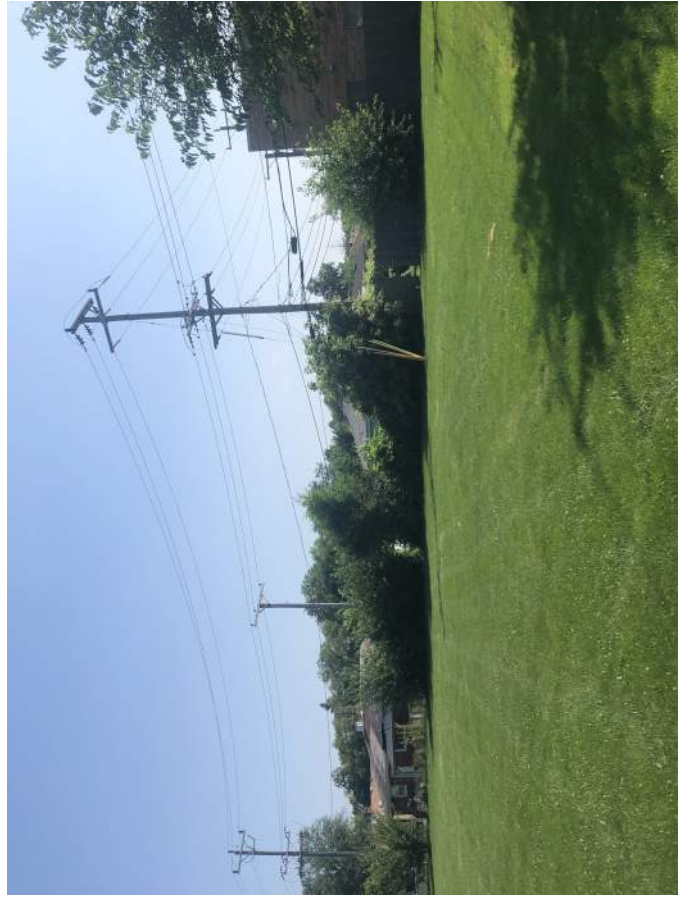
1946 and 1990 White St – Public Notice Signs



Existing Field House



West lot line where the property abuts residential properties on Illinois Street



Existing vegetation along west lot line where the property abuts residential properties on Illinois Street



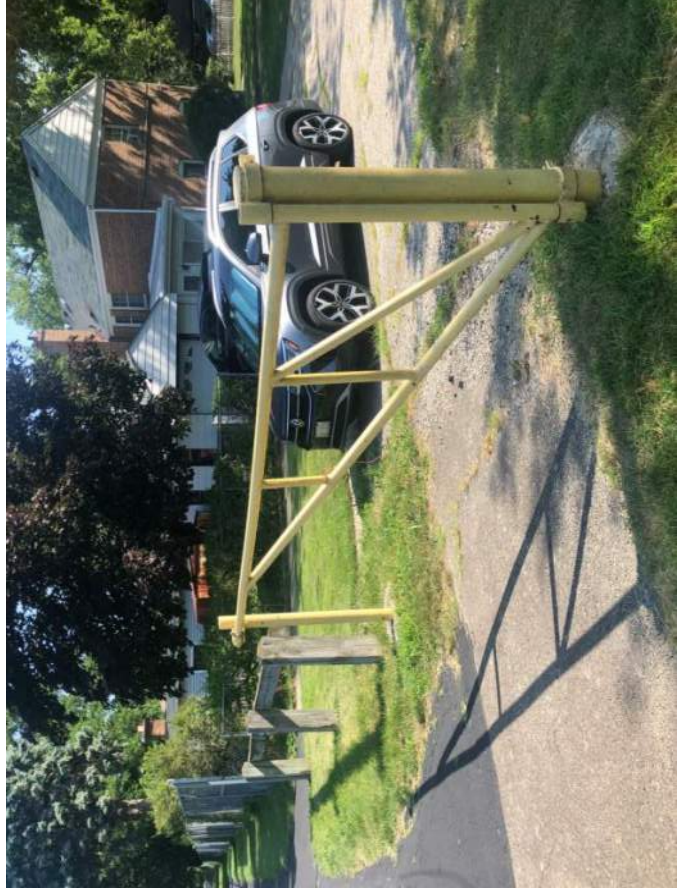
South boundary, abutting manufacturing buildings



Existing playground



View of baseball diamonds, basketball courts, field house, turf, facing northeast from top of sledding hill



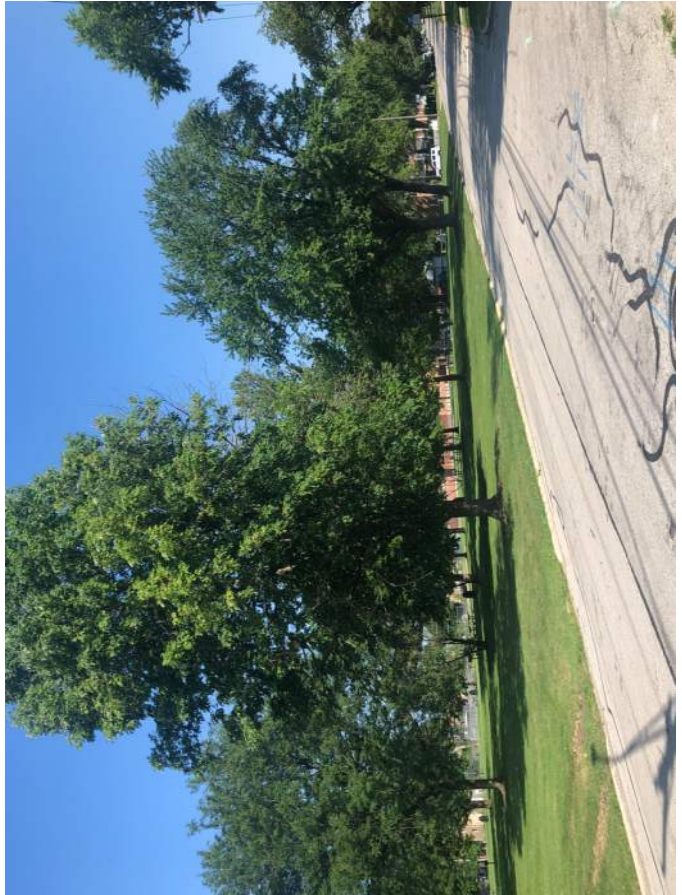
Gate at north boundary restricting vehicular access onto park



View of existing parking lot, photo facing northwest



View of existing parking lot, photo facing southwest



View of area north of parking lot, mature trees, photo facing northwest



View of north boundary, baseball diamond encroaching from school district property

III. PROJECT NARRATIVE

i. CONCEPT & PROJECT DESCRIPTION

Arndt Park is a 13.84 acre Community Park located in the southeast section of Des Plaines, adjacent to a low income population of residents. The development of the proposed Arndt Aquatic & Recreation Facility is a revitalization project which will improve recreation opportunities in this area of Des Plaines. The 13.84 acre project includes finishing renovations to both the interior and exterior of the existing fieldhouse which was built in 1958. This space will provide programming space for district summer camps, athletics, specialty classes and Maine Niles Special Recreation Association. It will continue to be utilized for community rentals. New construction on the Aquatic Center includes a new pool and bathhouse with a building/concession front office, outdoor accessible rest rooms and locker rooms. The new pool facility will include lifeguard guard office, mechanical maintenance room, storage and on deck picnic area. The construction features of this outdoor aquatic center include: 6 lap lanes, shallow area, dive well depth, pool deck and shade structures. These locker rooms will also be used by, athletic rentals (soccer, baseball, and swimming). The new outdoor swimming pool will replace the existing 53 year old Iroquois Community Pool located approximately one mile away (five blocks southeast) of Arndt Park would be moved to this location.

The Arndt Park complex will see more general park amenities including, full park walking path loop, free game court, new playground equipment, 2 shelters security lighting, landscaping and parking lot expansion.

ii. PROPOSED BUSINESS HOURS

- Seasonal hours for pool and bath house
Memorial Day to Labor Day, 7 AM to 9 PM daily
- Seasonal Camp hours for existing Fieldhouse
June to August, 7 AM to 6 PM weekdays
- Rental hours for existing fieldhouse
Outside of camp use hours year-round, 7 AM to 11 PM
- General park hours year-round, sunrise to sunset

iii. NUMBER OF EMPLOYEES ON SITE

20 at any given time

iv. CONSTRUCTION PHASING

Construction is proposed to begin October 2022 with a facility opening date of June 2023.

v. MATERIALS FOR EXTERIOR

Refer to architectural elevations for descriptions



MAP AMENDMENT R-1 TO I-1

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

The property in questions is a park and will continue to be a park. Moving the park property to Institutional zoning is more in line with its use as a public facility, owned and operated by the Des Plaines Park District.

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 property in questions is a park and will continue to be a park. Moving the park property to Institutional zoning is more in line with its current conditions and the overall character of the existing development.

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

The property in questions is a public facility and will continue to be a public facility. The map amendment is appropriate as zoning for a public park is better as Institutional instead of R-1.

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

The proposed zoning change is expected to have no adverse effect on the value of neighboring properties. The property will remain a park.

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

The proposed map amendment reflects responsible standards for development and growth. Moving the Park to Institutional zoning is more in-line with a public facility, such as a park.



MAJOR VARIATION SECTION 12-7-5.A.5.a

1. Hardship: *The existing facility is a park with an existing parking lot in the front yard. The existing building and amenities on site prohibit the relocation of the parking lot. The proposed condition will expand the existing parking lot to the north, to provide additional parking for the proposed park improvements, keeping cars from parking on the public street.*
2. Unique Physical Condition: *The existing facility is a park with an existing parking lot in the front yard. The existing building and existing parking lot create a unique physical condition where meeting the parking lot stall and drive isle standards between the existing building and roadway, require a variance to parking in the front yard. The proposed design mimics the existing condition.*
3. Not Self-Created: *The aforesaid unique physical condition, having an existing parking lot in the front yard of the park, is an existing condition and not the result of any act or inaction of the owner. Furthermore, this design maximizes the usable space and provides a clear location where the public should park.*
4. Denied Substantial Rights: *Carrying out the strict letter of the provision would generate a less efficient, less safe park. In park design, maximizing usable recreation space for the public to enjoy is a good design principal to follow. Adhering to the strict letter of the provision would then require a more meandering parking lot that would break up the usable recreation space, depriving the owner, and the parks constituents of the substantial rights the commonly enjoy today.*
5. Not Merely Special Privilege: *The hardship is based on the location of the existing building and the spacing required for a parking lot. The proposed project merely expands the parking lot to the north. There is no significant change to the front yard setback as they exist today.*
6. Title and Plan Purposes: *Confirmed. The lot will continue to be a park and provide amenities to the public.*
7. No Other Remedy: *The hardship is based on the location of the existing building and the spacing required for a parking lot. No other reasonable remedy is available.*
8. Minimum Required: *Confirmed. The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship.*



MAJOR VARIATION TO SECTION 12-10-8.A.2

1. *Hardship: Adding perimeter and landscape islands would increase the footprint of the parking lot to the north. This expansion would make more park land impervious and would impact existing trees that are planned to be saved.*
2. *Unique Physical Condition: The site is owned by the Park District where their goal is to create open space and recreational opportunities. The existing parking lot that been in place for years, included no perimeter or landscape islands and we are continuing with that same design intent.*
3. *Not Self-Created: The physical condition of the site is to create as much open space by reducing the expansion of the parking lot.*
4. *Denied Substantial Rights: Forest Preserve and City properties designated in the R-1 and/or I-1 would be in a similar category of the Park District in which they are public entities that serve the same population. Arndt Park should be held to the same substantial rights who have this same provision.*
5. *Not Merely Special Privilege: The Park District does not deem this as a special privilege. An existing parking lot has been there for decades without any perimeter or interior landscape islands. Trees, mulch, and a new accessible sidewalk will be added to separate the parking lot from adjacent neighbors.*
6. *Title and Plan Purposes: The landscape plan and overall park aesthetic still achieves the general purpose and intent of the comprehensive plan. Existing trees continue to provide habitat during construction and the proposed landscape will enhance habitat and introduce water quality on site through the stormwater basin which will be planted with native landscape varieties.*
7. *No Other Remedy: The requested variation would reduce landscaping at the parking lot perimeter and remove interior landscape islands. Landscape and trees are proposed elsewhere on site for more adequate room in an environment suitable for long term growth.*
8. *Minimum Required: Landscape is being installed around the parking lot. The requested variation is only to reduce the requirement.*



MAJOR VARIATION TO SECTION 12-10-8.B.3

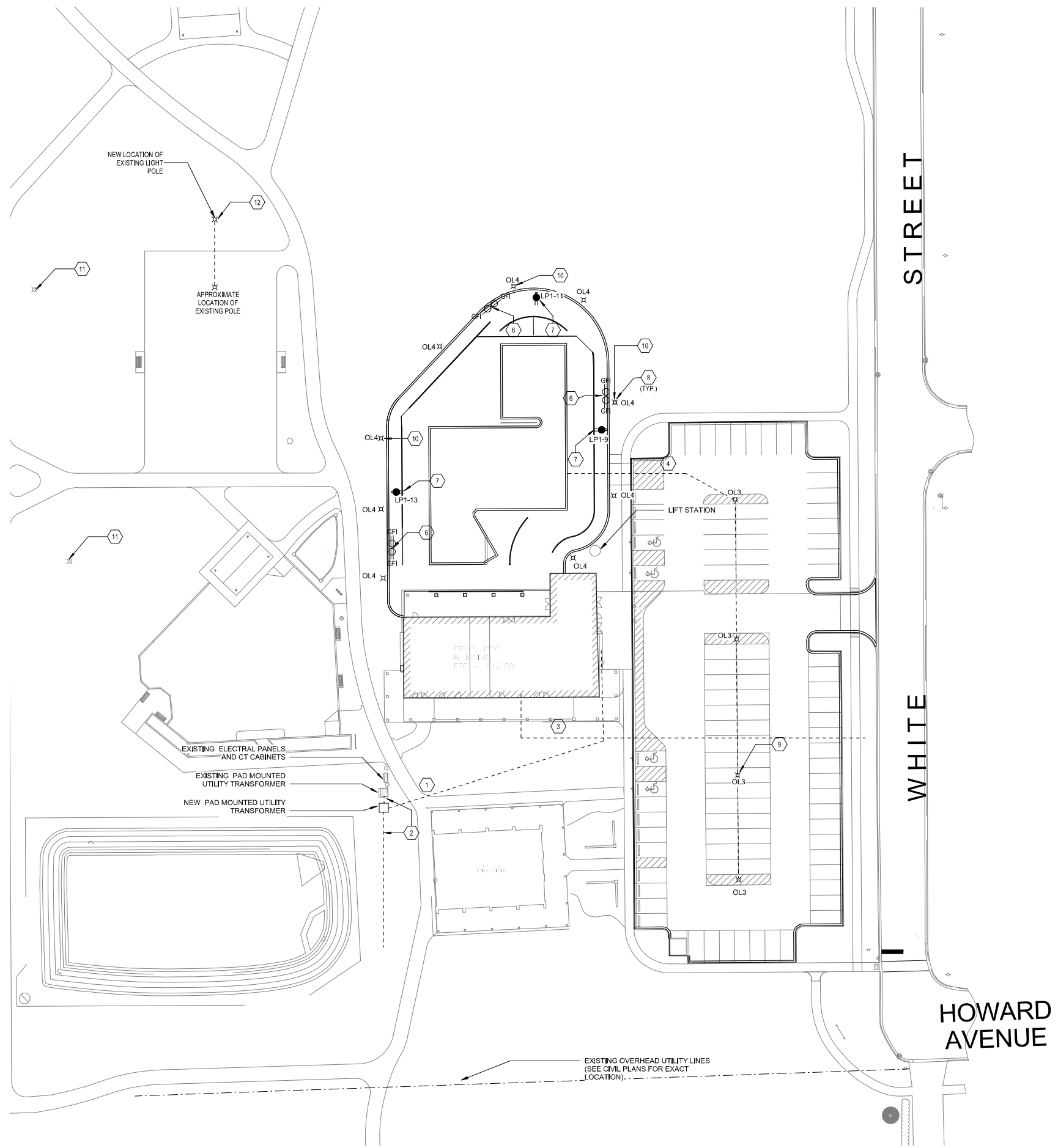
1. *Hardship: Adding perimeter and landscape islands would increase the footprint of the parking lot to the north. This expansion would make more park land impervious and would impact existing trees that are planned to be saved.*
2. *Unique Physical Condition: The site is owned by the Park District where their goal is to create open space and recreational opportunities. The existing parking lot that been in place for years, included no perimeter or landscape islands and we are continuing with that same design intent.*
3. *Not Self-Created: The physical condition of the site is to create as much open space by reducing the expansion of the parking lot.*
4. *Denied Substantial Rights: Forest Preserve and City properties designated in the R-1 and/or I-1 would be in a similar category of the Park District in which they are public entities that serve the same population. Arndt Park should be held to the same substantial rights who have this same provision.*
5. *Not Merely Special Privilege: The Park District does not deem this as a special privilege. An existing parking lot has been there for decades without any perimeter or interior landscape islands. Trees, mulch, and a new accessible sidewalk will be added to separate the parking lot from adjacent neighbors.*
6. *Title and Plan Purposes: The landscape plan and overall park aesthetic still achieves the general purpose and intent of the comprehensive plan. Existing trees continue to provide habitat during construction and the proposed landscape will enhance habitat and introduce water quality on site through the stormwater basin which will be planted with native landscape varieties.*
7. *No Other Remedy: The requested variation would reduce landscaping at the parking lot perimeter and remove interior landscape islands. Landscape and trees are proposed elsewhere on site for more adequate room in an environment suitable for long term growth.*
8. *Minimum Required: Landscape is being installed around the parking lot. The requested variation is only to reduce the requirement.*



MAJOR VARIATION TO SECTION 12-10-9.C

1. *Hardship: Adding the fence and landscape buffer requirement would create a barrier for views into the site which is to be used by the general public.*
2. *Unique Physical Condition: The site is owned by the Park District where their goal is to create open space and recreational opportunities. Along the western side of the lot, existing residents have personal fences and plantings that we intend to leave in place.*
3. *Not Self-Created: The space is a publicly used space and want to have the space be visible to the public. The existing resident fences and plantings along the west side of the lot were installed by others not the park district so they shall remain in place.*
4. *Denied Substantial Rights: Forest Preserve and City properties designated in the R-1 and/or I-1 would be in a similar category of the Park District in which they are public entities that serve the same population. Arndt Park should be considered should be held to the same substantial rights who have this same provision.*
5. *Not Merely Special Privilege: The Park District does not deem this as a special privilege. Existing plantings and fence have been there for decades and we will provide additional plantings if requested on a per neighbor basis.*
6. *Title and Plan Purposes: The landscape plan and overall park aesthetic still achieves the general purpose and intent of the comprehensive plan. Existing trees continue to provide habitat during construction and the proposed landscape will enhance habitat and introduce water quality on site through the stormwater basin which will be planted with native landscape varieties.*
7. *No Other Remedy: The requested variation would only remove the fence and planting requirement for the ordinance. Shade Trees and shrubs would still be provided throughout the site to increase the aesthetics of the site*
8. *Minimum Required: Leaving the existing fences and plantings in place to avoid creating any additional barrier is the minimum that can be done.*





GENERAL NOTES

1. ALL WORK SHALL COMPLY WITH NATIONAL ELECTRICAL CODE 2014 AND ALL APPLICABLE CODES AND STANDARDS IMPOSED BY THE STATE OF ILLINOIS.
2. COMPLY WITH APPLICABLE NEC/ANSI BEST PRACTICE STANDARDS.
3. WHERE PERTINENT TO THE INSTALLATION OF HIS WORK, THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR ALL HIS OWN CUTTING, PATCHING, CORING, SEALING, TRENCHING, DEWATERING, SPOIL REMOVAL, BACKFILLING, COMPACTION, AND SITE RESTORATION INCLUDING ALL SIDEWALKS, SURFACES, GRADES, AND LANDSCAPING (OUTSIDE OF ANY SCHEDULED SITE RESTORATION WORK). TRENCHES MAY BE BACKFILLED WITH THE TRENCHING SPOILS WHERE DEEMED ACCEPTABLE BY THE ARCHITECT.
4. ALL OVER-THE-ROAD OR TRAILERED EQUIPMENT THAT HAS BECOME MUDDY DURING THE COURSE OF THE WORK MUST BE CLEANED PRIOR LEAVING THE SITE. CONTRACTOR IS COMPLETELY RESPONSIBLE FOR CLEANING STREETS AND ACCESS ROADS OF MUD DEPOSITED BY HIS EQUIPMENT.
5. VERIFY ALL EXISTING CONDITIONS IN THE FIELD. BIDS SHALL BE BASED ON FIELD MEASUREMENTS AND OBSERVATIONS. COMMENCEMENT OF WORK INFERS ACCEPTANCE OF ALL EXISTING CONDITIONS.
6. CONTRACTOR IS RESPONSIBLE FOR SITE UTILITY LOCATING PRIOR TO DIGGING; COORDINATE WITH OWNER FOR LOCATION OF PRIVATE FACILITIES.
7. ALL WORK IS SUBJECT TO FINAL APPROVAL BY THE ARCHITECT, OWNER, AND A.H.J.

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ELECTRICAL SITE KEYNOTES

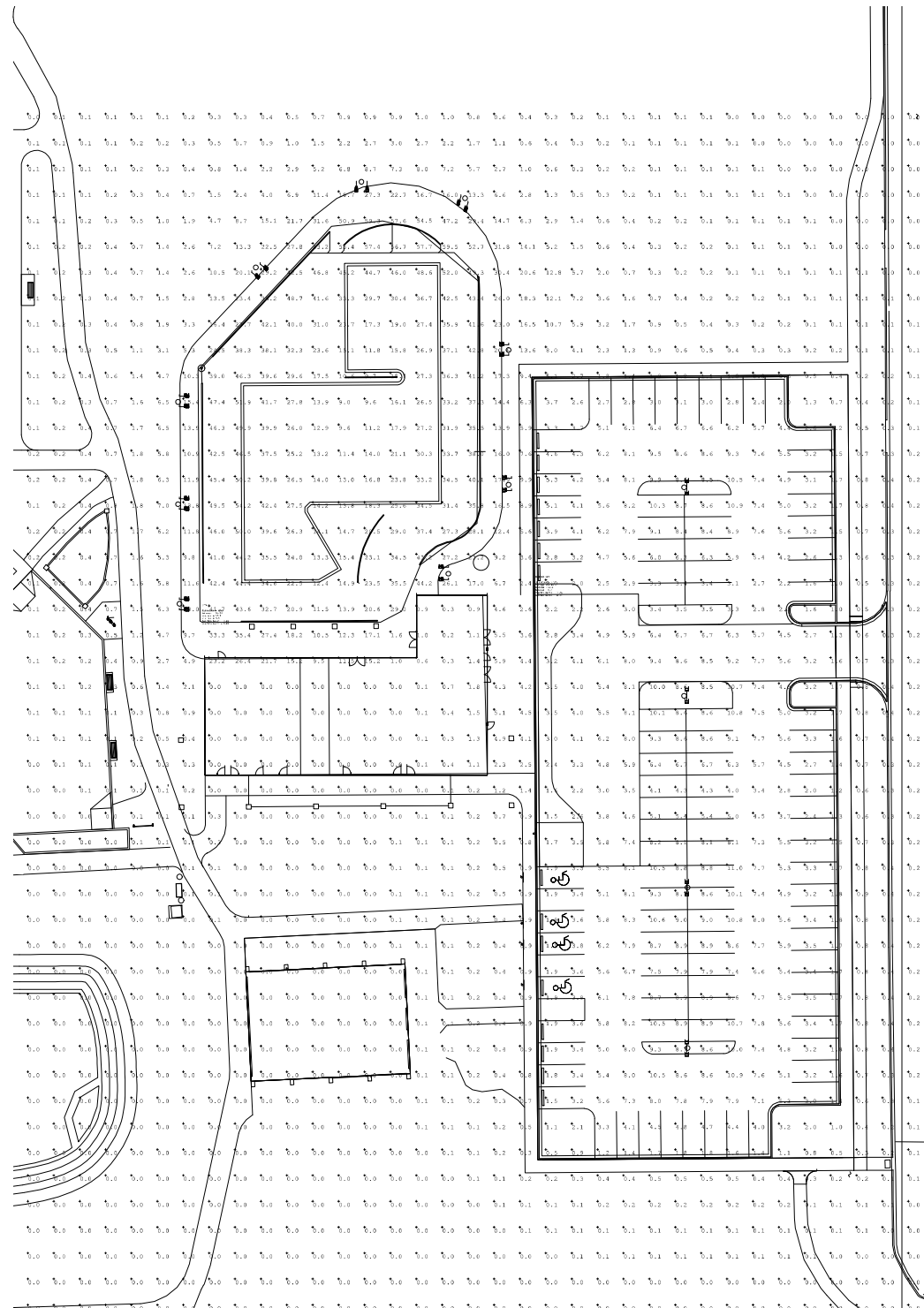
1. PROPOSED ROUTING OF UNDERGROUND SECONDARY CABLES. SEE DISTRIBUTION RISER FOR MORE INFORMATION. COORDINATE AND VERIFY EXISTING UNDERGROUND UTILITY. SEE CIVIL PLANS FOR MORE DETAILS.
2. COORDINATE WITH LOCAL UTILITY COMPANY FOR REWORKING EXISTING PRIMARY DUCT AS REQUIRED.
3. 4" DUCT TO MEDIA PROVIDER PEDISTAL; COORDINATE WITH LOCAL MEDIA PROVIDER.
4. PROVIDE NEW PARK LOT LIGHTING BRANCH CIRCUIT. MIN 2#8 1#8G XHHW TO POOL BUILDING ELECTRICAL PANELS LP1.
5. NEW SITE LIGHTING BRANCH CIRCUIT TO NEW POLE LOCATION AS INDICATED. MIN 2#8 1#8G XHHW TO POOL BUILDING ELECTRICAL PANELS LP1.
6. MARINA-STYLE PAD MOUNT NEMA-3R "IN-USE" RECEPTACLE PEDESTAL CONFIGURED WITH DUPLEX GFI RECEPTACLES PER PLAN. EQUAL TO VALID MANUFACTURING LTD. RVP SERIES, 250-832-6477, OR www.validmanufacturing.com. OPTIONAL WHITE FINISH. COORDINATE FINAL LOCATION WITH OWNER. PROVIDE POWER FROM LP1-7.
7. MARINA-STYLE PAD MOUNT NEMA-3R "IN-USE" RECEPTACLE PEDESTAL CONFIGURED WITH ONE NEMA L5-30R WEATHERPROOF GFI PROTECTED RECEPTACLE FOR 1-hp 120-V VACUUM PUMP. EQUAL TO VALID MANUFACTURING LTD. PRVP SERIES, 250-832-6477, OR www.validmanufacturing.com. OPTIONAL WHITE FINISH. LABEL RECEPTACLE "POOL VACUUM" WITH TYPE WRITTEN LABEL.
8. PROVIDE NEW POOL LIGHTING BRANCH CIRCUITS. MIN 2#8 1#8G XHHW TO POOL BUILDING ELECTRICAL PANELS LP1. TYPICAL FOR EACH POLE LOCATION.
9. REUSE EXISTING POLE BASE. PROVIDE NEW POLE AND MODIFY EXISTING BASE AS REQUIRED FOR INSTALLATION OF NEW POLE.
10. WEATHER PROOF HORN SPEAKER FOR P.A. AND MUSIC MOUNTED TO LIGHT POLE AT 10' AFF. PROVIDE SHIELDED WEATHER RESISTANT SPEAKER CABLE ROUTED BACK TO THE LIFE GUARD OFFICE FOR SOUND AMPLIFIER PROVIDE BY OWNER. COORDINATE FINAL LOCATION WITH OWNER.
11. EXISTING LIGHT POLE TO REMAIN.
12. EXISTING LIGHT POLE TO BE RELOCATED. E.C. TO PROVIDE NEW BASE MATCHING EXISTING POLE BASE IN NEW LOCATION AS INDICATED. EXTEND EXISTING SITE LIGHTING BRANCH CIRCUIT TO NEW LOCATION. RELOCATE ANY UNDERGROUND LIGHTING BRANCH CIRCUIT CONDUIT EFFECTED BY NEW LOCATION OF NEW COURT.

1 ELECTRICAL SITE PLAN
 1" = 30'-0"

8/2/2022 5:39:50 PM
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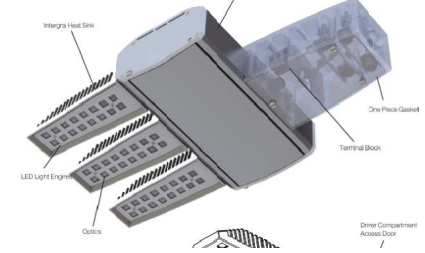
100% CD PERMIT SET

REVISIONS:



Calculation Summary						
Label	CalcType	Units	Avg	Min	Max	Avg/Min
FootCandle	FootCandle	FC	2.8	0.0	3.2	3.2
FootCandle	FootCandle	FC	37.36	27.9	46.7	1.67

OL3 - W/ FOUR OPTICS



OL4 - TWO HEAD PER POLE WITH FT SPACING



OL4 - HOUSE SHIELD



House Side Shield (HS)

1 SITE PHOTOMETRIC PLOT
 1" = 30'-0"



September 15, 2022

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

Subject: Planning and Zoning Board, 1946-1990 White St (Arndt Park), Case # 22-031-MAP-V, 6th Ward
RE: Consideration of a Zoning Map Amendment and Major Variations

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on September 13, 2022 to consider several requests to allow for the revitalization of Arndt Park: 1.) map amendment from the R-1 Single-Family Residential District to the I-1 Institutional District; 2.) a major variation to allow parking in the required front yard up to the lot line; 3.) a major variation from the interior parking lot landscaping requirement; 4.) a major variation from the perimeter parking lot landscaping requirement; 5.) a major variation from the required landscape buffering of areas abutting residential district; and 6.) a major variation from the curb and gutter distance requirement for parking areas.

1. Don Miletic, executive director of the Des Plaines Park District, discussed the proposal for Arndt Park, to expand the park amenities and construct a new aquatic center. The petitioner listed the necessary zoning map amendment and variations to allow for this type of development. The petitioner stated variations are primarily necessary to accommodate the parking lot, including the parking lot landscaping, and reducing the landscaping buffer required for the west boundary.
2. CED staff summarized the staff report and explained the zoning map amendment request, overall project details, and the variations necessary to facilitate the revitalization of the park.
3. PZB members asked about the areas of parking lot expansion and the location of trees. Petitioner stated that approximately sixteen (16) trees would be removed and twenty-three (23) new trees added with this project. PZB members also asked about pool hours, whether it will be heated (it will not) and proposed park amenities for Arndt Park and other parks throughout the city.
4. Public comment for this item was received from one resident adjacent to the site regarding whether the grass areas will be used for parking. The petitioner and CED staff confirmed all parking will be located within the parking lot. CED staff noted a gate exists to the north blocking access to the pedestrian pathway at the terminus of Prospect Ave to limit vehicular access. The petitioner stated only park maintenance vehicles would be allowed to drive within the park.
5. The PZB *recommended* (7-0) that the City Council *approve* the request for Map Amendment to I-1 and five (5) Major Variations with the following conditions: (i) Plans may be required to be revised during the building permit process to adhere to applicable local and state building and engineering requirements; (ii) All landscaping must be maintained according to the landscape plan included with this application. Any modifications to the landscape plan will require review and approval by the zoning administrator. The second condition is standard for approval ordinances, which require compliance with plans.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James S. Szabo". The signature is fluid and cursive, with a long horizontal stroke at the end.

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



**DES PLAINES PLANNING AND ZONING BOARD MEETING
September 13, 2022
DRAFT MINUTES**

The Des Plaines Planning and Zoning Board held its regularly scheduled meeting on Tuesday, September 13, 2022, at 7:00 p.m. in Room 102 of the Des Plaines Civic Center.

Chair Szabo made the following Announcements:

The public hearing for a standard variation request at 1624 Lincoln Avenue has been canceled, as it is no longer necessary. The necessary relief may be reviewed through a minor variation, which may be granted by the Zoning Administrator. Although the item is not on the agenda, any in attendance regarding this matter may comment under “Public Comment for matters not on the agenda.”

The review of a Plat of Subdivision at 1353 Lee Street had been scheduled for this meeting, with a public notice sign posted, but the applicant has not completed the necessary staff reviews for Board consideration. This item is not on tonight’s agenda and will be rescheduled, with a new public notice sign posted, for a later meeting. Although the item is not on the agenda, any in attendance regarding this matter may comment under “Public Comment for matters not on the agenda.”

Chair Szabo called the meeting to order at 7:03 p.m. and roll call was established.

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

ABSENT: Catalano for Roll – present at 7:15 pm

ALSO PRESENT: Jonathan Stytz, AICP, Senior Planner
Samantha Redman, Associate Planner
Margie Mosele, CED Executive Assistant

A quorum was present.

APPROVAL OF MINUTES

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to approve the meeting minutes of August 23, 2022.

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

NAYES: None

ABSTAIN: None

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

PUBLIC COMMENT ON NON-AGENDA ITEM

There was no public comment.

Pending Applications

1. Address: 1946 & 1990 White Street

Case Number: 22-031-MAP-V

The petitioner, Des Plaines Park District, is requesting a Map Amendment under Section 12-3-7 of the Zoning Ordinance to rezone the properties at 1946 and 1990 White Street (collectively Arndt Park) from the R-1 Single Family Residential District to the I-1 Institutional District. The request is associated with a District project, which scope includes (non-exhaustively) adding an outdoor swimming pool and adjacent aquatic building, enlarging the parking lot, repurposing a recreational area for the purpose of a multipurpose ball court, and enhancing playgrounds, picnic areas, and walking paths.

In addition, several variations are requested related to the proposed project and rezoning: (i) a major variation to allow parking in the required front yard up to the lot line; (ii) a major variation from the interior parking lot landscaping requirement; (iii) a major variation from the perimeter parking lot landscaping requirement; (iv) a major variation from the required landscape buffering of areas abutting residential district; and (v) a major variation from the curb and gutter distance requirement for parking areas.

Address: 1946 and 1990 White St.

Petitioner: Des Plaines Park District

Owner: Des Plaines Park District

Case Number: 22-031-MAP-V

PIN: 09-29-224-015, 09-29-224-016, 09-29-224-052, 09-29-224-053, 09-29-224-051, 09-29-224-049, 09-29-232-021, 09-29-402-003, 09-29-402-012, 09-29-402-014, 09-29-402-017, 09-29-402-022, 09-29-402-023, 09-29-402-029

Property Area: 297,414.82 square feet (6.83 acres) north of Howard Avenue; 258,111.92 square feet (5.93 acres) south of Howard Avenue;

total is 555,526.74 square feet (12.75 acres).

- Ward:** #6, Alderman Malcolm Chester
- Existing Zoning:** R-1 Single Family Residential District (I-1 Institutional District is proposed)
- Existing Land Use:** Open Space – Public Park
- Surrounding Zoning:**
 North: R-1, Single-Family Residential District
 South: M-2, General Manufacturing District
 East: R-1, Single-Family Residential District and R-2 Two-Family Residential District
 West: R-1, Single-Family Residential District and R-2 Two-Family Residential District
- Surrounding Land Use:**
 North: Elementary school, single-family & two-family residences
 South: Manufacturing
 East: Single-family and two-family residences
 West: Single-family and two-family residences
- Street Classification:** White Street, Prospect Avenue, Stockton Avenue, Illinois Street, and Howard Avenue are local roads.
- Comprehensive Plan:** The Comprehensive Plan illustrates this area as open space.
- Zoning/Property History:** South Park, renamed Arndt Park in 1982, was acquired by the Des Plaines Park District (Park District) in 1951. The fieldhouse was constructed in 1958 and currently exists in the southwest.¹ 1946 White Street was formerly a single-family residence. According to city records, the park district purchased the property and demolished the house, incorporating this area as open space into the overall park complex in 2013. Park amenities include a playground, basketball courts, baseball fields, and a sled/snowboard hill with turf, shade trees, and other landscaping throughout the site. Public parking is provided in the lot to the southeast of the park, along White Street. The site is bisected by an existing right-of-way for Howard Avenue, as shown on the attached Location and Aerial Map. The site has been zoned Single Family Residential throughout its known history.²

Project Summary: The petitioner, the Des Plaines Park District, is requesting a Map Amendment to rezone the subject property from R-1 Single Family Residential District to I-1 Institutional District. Their intent

¹ Des Plaines Park District. "History". <https://www.dpparks.org/about/history/>

² Fletcher, E.N. "Official Zoning Map." City of Des Plaines, Cook County Illinois. December 31, 1959.

is to bring the zoning in line with the district typical for parks of more than two acres (I-1) and also to capitalize on the I-1 allowance for more than one principal building per zoning lot. There is currently only one principal building, but in adding the pool and an aquatic building, there are proposed to be two, which is not allowed in R-1. The associated variations will facilitate revitalization of the park to include a new pool and bathhouse, free game court, new playground equipment, two picnic shelters, lighting, landscaping, expansion of the parking lot, and a new walking loop around the park.

Project Details

The Arndt Park Aquatic and Recreation Facility is a proposed enhancement of an existing park facility. One component of the proposed project is the interior and exterior remodeling of the existing 2,617-square-foot field house. According to the petitioners, the fieldhouse building would continue to provide programming space for summer camps, athletics, classes, the Maine-Niles Special Recreation Association, and community rentals.

New building construction would include a new 5,115-square-foot aquatic center to the north of the fieldhouse. Outdoor pool facilities would include six lap lanes, a shallow area, a dive well depth, pool deck, an on-deck picnic area, and shade structures. This outdoor pool would serve as a replacement to the recently demolished Iroquois Pool, which had previously served the south Des Plaines community. The interior of the building is proposed to include a building/concession center, restrooms, locker rooms, storage, mechanical maintenance areas, and a lifeguard office. Proposed additions to the park overall include a new walking path loop, free game court, new playground equipment, two picnic shelters, security lighting, and an expanded parking lot.

Access to the site will continue to be provided along White Street. New lighting will be located around the aquatic building and will not exceed the spillage requirements. Refer to the Photometric Plan for locations and information on spillage of light. Refer to the Site Plan for locations of these facilities and Architectural Plans for specifics on the buildings.

Request Summary:

ZONING MAP AMENDMENT

Development Standards for I-1 Versus R-1

Parks are a permitted use within R-1 zoning districts. However, the intended zoning for public facilities, including parks, is I-1 zoning. The I-1 zoning district is designed to recognize the public nature of specific areas or properties, as well as provide guidelines for use and development in this zoning district, and provide protection of public and semi-public facilities from encroachment of noncompatible uses. Re-zoning this area to I-1 would more closely align with the existing and future use of this park area. The below table provides a comparison of standards for the current R-1

zoning to the proposed I-1 zoning.

	R-1 (current zoning)	I-1 (proposed zoning)
Spacing and Number of Structures	Maximum one (1) principal structure and two (2) accessory structures	No limitations on number of structures. Lots greater than 4 acres in size may have more than one principal building per two acres of land area. Minimum separation between buildings must be 25 ft.
Maximum Building Height	35 ft (2 ½ stories)	Adjacent to nonresidential: 100 ft Adjacent to residential: 45 ft plus 5 ft for every 10 ft of additional setback provided
Front yard setback	25 ft	50 ft
Side yard setback	5 ft	25 ft
Rear yard setback	25 ft	50 ft
Minimum lot size	6,875 sq ft	2 acres

Development Standards for I-1

Amending the zoning of a property requires the new property to meet the bulk matrix requirements outlined in Section 12-7-5.A.7. See below for a comparison of the requirements and what is provided at the location.

	I-1 Requirements	Provided
Spacing and Number of Structures	No limitations on number of structures. Lots greater than 4 acres in size may have more than one principal building per two acres of land area. Minimum separation between buildings must be 25 ft.	Two (2) buildings on a 12.75-acre property.
Maximum Building Height	Adjacent to nonresidential: 100 ft Adjacent to residential: 45 ft plus 5 ft for every 10 ft of additional setback provided	Aquatic center: 26 feet 10 inches Existing field house: 10 feet
Front yard setback	50 ft	Existing and enlarged parking lot structure proposed in front yard. Off street parking spaces are permitted to be located within any required yard pursuant to 12-9-6.C.
Side yard setback	25 ft	Baseball diamond encroaches into required side yard at north lot line. Although Section 12-7-1.C requires a minimum 5-foot distance from the lot line, this is a nonconforming structure, and under Section 12-5-6 may continue.
Rear yard setback	50 ft	Walkway and landscaping encroach into setback allowable distance, as permitted by Section 12-7-1.C.

Minimum lot size	2 acres	12.75 acres
Maximum lot coverage	40%	Total building coverage: 0.36 acres Total site area: 12.75 acres Lot coverage: 2.8%

Required Buffering Between Institutional and Residential Districts

A required buffer area including an eight-foot-tall, solid fence, shade trees, and shrubs is required to exist between any institutional district abutting a residential district. A section of the west boundary is abutting residences and is required to provide this buffer. However, due to the existing open space and turf in this area, the petitioner has included a variation request to Section 12-10-9.C to grant relief from the requirement. It is worth noting there is existing fencing in this area that has stood for years, and the petitioner is arguing existing conditions should suffice, while also allowing desired visibility into the park. Refer to the Site Plan and the Petitioner’s Response to Standards for this variation for additional details.

Compliance with the Comprehensive Plan

The proposed project, including the proposed site improvements, address various the goals of the 2019 Comprehensive Plan to “Promote Recreational Facilities to Boost the Local Economy” and policy 7.12 to “Continue to implement the Des Plaines Park District’s Strategic Plan.” The Des Plaines Park District’s Strategic Plan includes an objective to explore the renovation or construction of pool facilities in the area, specifically noting Arndt Park as a possible location for this type of facility.³

VARIATIONS

The District is seeking multiple variations, three of which are driven by its desire to expand the existing parking lot. The expansion is intended to accommodate an anticipated growth in visitors to the park with the construction of the new pool facilities.

Outdoor parks require a minimum of two spaces plus one space for every half acre of property. For this 12.75-acre park, thirty (30) spaces are required, including two (2) accessible parking spaces. The site currently has sufficient parking per the requirements – even with adding the aquatic facilities – with an existing sixty-six (66) total parking spaces, including three (3) accessible spaces. However, the District believes it is prudent to add parking. The proposed new lot will provide ninety-seven (97) total

³ Des Plaines Park District Strategic Plan 2019-2024, https://www.dpparks.org/wp-content/uploads/2019/08/DPParks_Strategic_Plan_2019-2024.pdf

spaces, four (4) of which are accessible spaces.

Parking Lot Location and Curb

The I-1 district limits the location of parking in required yards to the rear. The petitioner has included a variation to the I-1 standards to allow for parking in the front yard. The existing parking lot is located in the front yard is proposed to be expanded to the north. In addition, a variation is included to vary the location of the curb and gutter. Parking areas are required to have curb and gutter located a minimum distance of 3.5 feet from any adjacent property line or right of way line, but the existing parking lot – and thus the proposed extension – are directly next to the White Street right of way. Refer to the Standards for Variation section for additional information on the justification for the parking in this location.

Parking Lot Landscaping

Landscaping is required to be located on the interior of parking lots and the perimeter. The petitioner has included a variation to reduce parking lot landscaping in both locations. Refer to the table below for the requirements and what landscaping is proposed to be provided.

	Requirement	Provided
Interior Parking Lot Landscaping (Section 12-10-8.A)	Not less than 5% of the interior parking lot shall be devoted to landscaping	No interior landscaping to be provided. Major variation included with this application to reduce the required landscaping from 5% to 0%.
Perimeter Parking Lot Landscaping (Section 12-10-8.B)		
<i>Location</i>	A perimeter landscape area shall be established along the end of the parking lot that is within a required yard and/or within 20 feet of a lot line.	Landscaping to be provided on the east boundary of the existing and proposed parking lot.
<i>Size</i>	The perimeter landscape area shall at least five feet in width.	Five feet of landscaping (turf) provided.
<i>Required Improvements</i>	Required improvements to include shade trees and shrubs.	Major variation included in this application to not require trees or shrubs to be located in this area.
	Ground Cover: Landscaped area outside of shrub masses shall be planted in turf or other ground cover approved by the zoning administrator.	Landscaped area will be turf.

Landscaping

Landscaping will be provided around the proposed building, including shade trees, ornamental trees, shrubs, grasses and turf. The petitioner has requested a Major Variation to Section 12-10-9.C to reduce the landscape buffer requirements for required fencing and landscaping adjacent to the residential zoning district to the west. Refer to the attached landscape plans for information on location and the standard for variation provided by the petitioner and below.

Standards for Zoning Map Amendment

The following is a discussion of standards for zoning amendments from Section 12-3-7(E) of the Zoning Ordinance. Comments for how the proposed amendments would satisfy the standards is provided. The PZB may use these comments as rationale, or the Board may make up its own. See also the attached petitioner’s responses to standards.

1. 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 land use for this property in the Comprehensive Plan is “Open Space,” a land use that includes public park and recreation areas. In the short term, the amendment from R-1 to I-1 facilitates the new development on this property and fulfills the Comprehensive Plan goal to, “promote recreational facilities to boost the local economy.” The proposed project also supports Policy 7.12 to “Continue to implement the Des Plaines Park District’s Strategic Plan.” The Des Plaines Park District’s Strategic Plan includes an objective to explore the renovation or construction of pool facilities in the area, specifically noting Arndt Park as a possible location for this type of facility.⁴

This site will continue to operate as a public park and provide necessary recreational facilities for the area, encouraging the use of parks with the City instead of venturing into other communities. In the long term, amending the zoning preserves this area as a public facility. I-1 zoning prevents the use of this area for anything except public or semi-public facilities and protects it from noncompatible uses.

PZB Additions or Modifications (if necessary): _____

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

Comment: Arndt Park has existed for 71 years in this location, a landmark within this residential neighborhood. I-1 is the intended zoning for public facilities within the zoning ordinance and this amendment aligns the zoning more closely with its historic and future uses.

PZB Additions or Modifications (if necessary): _____

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

⁴ Des Plaines Park District Strategic Plan 2019-2024

Comment: There is no anticipated additional strain on public facilities and services for this zoning amendment. The area seeking the amendment is currently a public park and will continue to operate as a public park for the foreseeable future.

PZB Additions or Modifications (if necessary): _____

4. The proposed amendment will not have an adverse effect on the value of properties throughout the jurisdiction:

Comment: Amending the zoning to align with its current and future use as a public facility will preserve this valuable recreational resource in the established neighborhood. This amendment will have no adverse effect on property values in the city but reinforces the continued operation of this land for public use.

PZB Additions or Modifications (if necessary): _____

5. The proposed amendment reflects responsible standards for development and growth:

Comment: This site is a public park and will continue to operate as a public park. The Institutional District (I-1) is designed to protect public facilities, including parks, by providing guidelines for their continued use and future development and preventing incompatible uses to be located within these districts. This amendment would directly aid in the enhancement of this park to include desirable recreational amenities for its adjacent neighborhood and the community as a whole.

PZB Additions or Modifications (if necessary): _____

Standards for Variation

Summary of Variation Requests

1. Major Variation from Section 12-7-5.A.5.a to allow parking in the required front yard at the lot line (no setback).
2. Major Variation to Section 12-10-8.A.2 to vary required interior landscape areas in the proposed parking lot expansion.
3. Major Variation to Section 12-10-8.B.3 to vary required perimeter landscaping areas for the proposed parking lot expansion.
4. Major Variation to Section 12-10-9.C to reduce the landscape buffer requirements for required fencing and landscaping adjacent to a residential zoning district.
5. Major Variation to Section 12-9-6.D to vary the location of the curb and gutter of a parking area.

All of the variation requests are subject to the standards set forth in Section 12-3-6.H. of the Zoning Ordinance. The petitioner’s statements for how the requests would satisfy each of the standards is attached, along with staff comments below. The PZB may use the petitioner’s statements or staff comments as rationale, or the Board may create its own. The standards that serve as the basis of the rationale are the following:

- 1. Hardship: No variation shall be granted pursuant to this subsection H unless the**

applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty.

Comment: The existing parking lot does not contain interior landscaping. The proposed design seeks to balance the increased parking demand for the new aquatic facility without increasing additional impervious surface. Including the required 5% landscaping would expand the footprint of the parking lot, expanding impervious surface and requiring the loss of existing landscaping and mature trees to the north of the property. Further, requiring additional landscaping in the perimeter would result in the loss of existing landscaping and open space in this area and reduce the amount of usable space in the park. The variation for the parking lot curb is necessary to allow for the addition of curb to the existing parking lot and expansion of this area. Moving the curb back 3.5 feet would be impractical given the location of the current lot.

Regarding the required buffer screening (plantings and fence, notably along the west lot line where the property abuts residential properties on Illinois Street), requiring a fence and landscaping in this area would reduce the amount of visibility into the park in this area for both the visitors and the adjacent residents. In the instance of Arndt Park, visibility into the park is actually useful for public safety, and neighborhood observation is important for observed ongoing use of the park.

PZB Additions or Modifications (if any): _____

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

Comment: The existing parking lot does not contain interior landscaping and the petitioner seeks to continue this design with the expansion. This design reduces the loss of landscaping elsewhere, including mature trees, to create landscape islands in the parking lot. Existing turf and mature trees are located around the parking lot. Adding perimeter landscaping would disturb the existing landscaping and open space of the park surrounding the parking lot. The variation for the parking lot curb is necessary due to the distance of the property line from the existing parking lot; the property line extends into White Street rather than along the existing parking lot and park property.

Finally, the park has existed in this location for decades, and the adjacent residents have erected their own fences in this area at the lot line. Adding an additional fence and landscaping in this buffer area would be excessive and prevent visibility of the park for the adjacent residents and visitors of the park.

PZB Additions or Modifications (if any): _____

- 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 existing parking lot did not require interior landscaping, perimeter landscaping or curb and gutter requirements when it was constructed. The petitioner seeks to expand the parking lot and maintain the same design without meeting these requirements. An additional landscaping and fencing buffer between residents and the park property has not existed throughout its history and has not been required previously due to its R-1 zoning. The petitioner seeks to maintain the same views of the park for the abutting residents, both for aesthetic and surveillance purposes.

PZB Additions or Modifications (if any): _____

- 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: Creating interior landscaping would require a larger footprint for the parking lot and thus removal of existing landscaping, open space, and mature trees to the north of the parking lot. Strict adherence to the perimeter landscaping standards would require the loss of other landscaping in the area surrounding the parking lot and reduce the amount of available open space for park use. Strict adherence to the buffer requirements would reduce the amount of useable recreational area and limit the amount of visibility of park, adversely affecting the aesthetics and hindering surveillance of the park. Strict adherence to the curb and gutter requirements would require offsetting the expansion area of the parking lot from the existing parking lot. The intent of this park and all parks within the city is to provide the maximum amount of attractive recreational space possible to the public.

PZB Additions or Modifications (if any): _____

- 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: Requiring additional landscaping in the perimeter would result in the loss of existing landscaping and open space in this area and reduce the amount of usable space in the park. This park and all parks within the city have an interest in providing the maximum amount of usable space for public use. A larger footprint would result in the loss of usable public park area. This park and all parks within the city have an interest in providing the maximum amount of usable space for public use.

PZB Additions or Modifications (if any): _____

- 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 expansion of the parking lot without interior landscaping allows for a

smaller footprint to accommodate additional parking demand from the aquatic facility without encroaching on other park amenities. Strict adherence to the perimeter landscaping standards would require the loss of other landscaping in the area surrounding the parking lot and reduce the amount of available open space for park use. Strict adherence to the buffer requirements would reduce the amount of useable recreational area and limit the amount of visibility of park, adversely affecting the aesthetics and hindering surveillance of the park. Strict adherence to the curb and gutter requirements would require movement of the parking lot and expansion into the public street.

PZB Additions or Modifications (if any): _____

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: There are no other locations that parking can be reasonably located on the site. According to the petitioner, this parking lot design is the most reasonable to meet increased parking demand on the site without creating additional impervious surface and loss of useable park space or expanding the parking lot into the public street. Further, no other remedy maintains the same amount of existing landscaping including mature trees in the perimeter of the parking lot. Finally, no other remedy would provide the same visibility of the park features for adjacent residents and visitors of the park.

PZB Additions or Modifications (if any): _____

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: Regarding parking lot location, parking lot landscaping (interior and perimeter), curb and gutter location, and screening into the park, the petitioner has asserted that full relief from the requirements is necessary to alleviate the hardship.

PZB Additions or Modifications (if any): _____

PZB Procedure and Recommended Conditions: Under Section 12-3-7.D (Amendments) and Section 12-3-6.G. (Major Variations) of the Zoning Ordinance, the PZB has the authority to *recommend* that the City Council approve, approve subject to conditions, or deny the above-mentioned requests for a Map Amendment and Major Variations. The City Council has final authority on the proposal. Consideration of the requests should be based on a review of the information presented by the petitioner and application of the standards above.

Conditions of Approval

1. Plans may be required to be revised during the building permit process to adhere to applicable local and state building and engineering requirements.
2. All landscaping must be maintained according to the landscape plan included with this application. Any modifications to the landscape plan will require review and approval by the zoning administrator.

Attachments:

- Attachment 1: Location and Aerial Map
- Attachment 2: Site and Context Photos
- Attachment 3: Plat of Survey
- Attachment 4: Petitioner's Project Narrative and Responses to Standards
- Attachment 5: Site Plan and Floor Plans
- Attachment 6: Landscape Plan
- Attachment 7: Photometric Plan

Chair Szabo swore in Don Miletic and Cayce Horton. Mr. Miletic is the Executive Director to the Park District representing Des Plaines Park District and Ms. Horton is an architect for Cordogan, Clark and Associates. Mr. Miletic explained the reasoning for the zoning change. This is for the Arndt Park project which would be incorporating a pool and major improvements to Arndt Park which is the 8.5- 9-million-dollar project. The zoning amendment from R-1 to I-1 would be similar to other park districts. The park district will need to expand and redo the parking lot which is currently has 66 space and would increase to 97 spaces. Looking to reduce some of the planting along the street area. Requestor is also asking for reduces planting in the park area further to the west where there is lots of fencing. The Des Plaines Park district would like Arndt Park to have one of the nicest pools in Des Plaines.

Samantha Redman, Associate Planner reviewed the staff report.

Member Weaver asked since there is an area of expansion, will trees would need to be removed for the project.

Mr. Miletic responded that 16 trees will be removed but they will be planting 23 trees. Mr. Miletic states that 1946 White Street which was a home purchased by the park in 1997 and later demolished.

Chair Szabo swore in resident Mike Roggeman, 1894 White Street asked if there would be parking in the grass. He also asked if vehicles are able to drive in the park. Stating that would be a safety concern.

Mr. Miletic responded that only vehicles allowed in the park are Des Plaines Park District maintenance vehicles.

Samantha Redman stated that there is no vehicular access to the park except for to the parking lot. Also, as seen on the site map there is an existing gate that blocks access on the north boundary, at the terminus of Prospect Avenue.

Chair Szabo asked how long the pool would be open.

Mr. Miletic stated the pool would be open from Memorial Day to Labor Day. They hope the project will be completed by August. He said depending on staffing they would like to keep the pool open later into September for the first year.

A motion was made by Board Member Weaver, seconded by Board Member Fowler to recommend approval of a map amendment to change the current zoning district from R-1 Single Family Residential District to I-1 Institutional District.

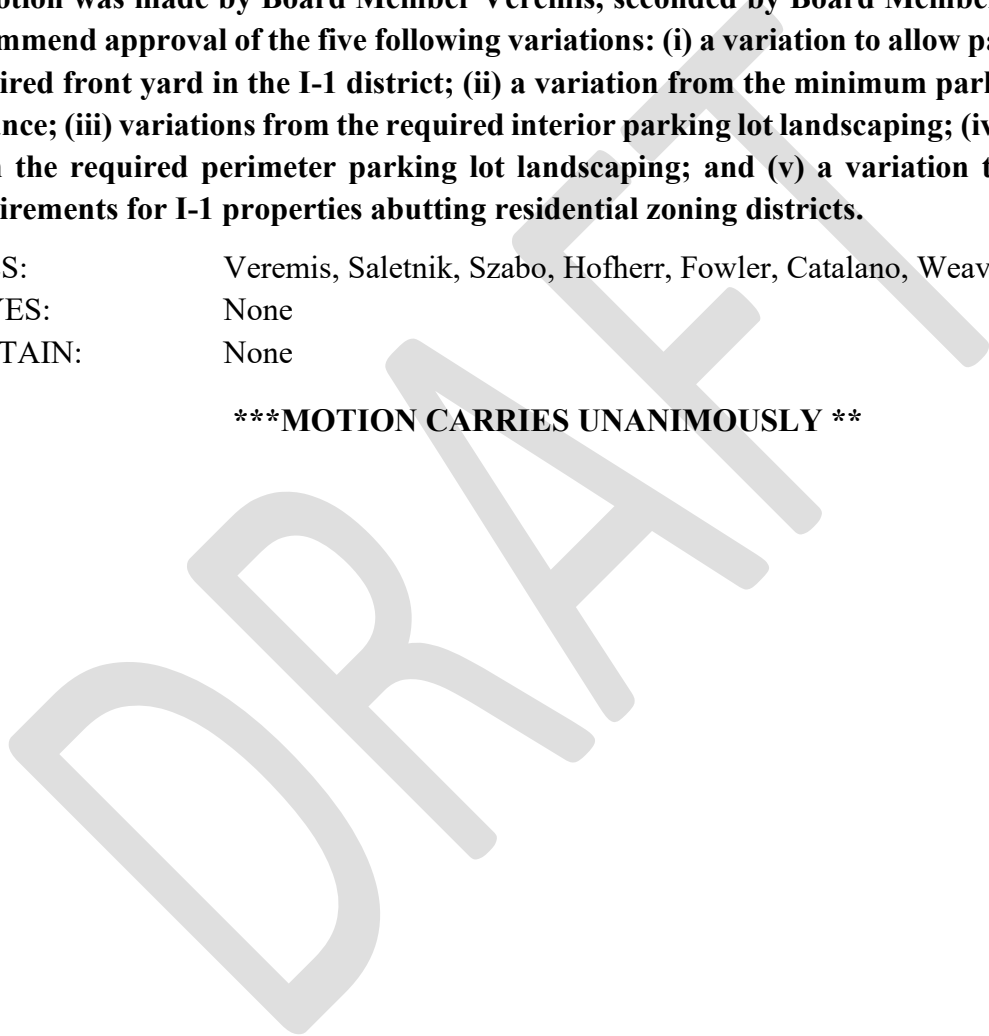
AYES: Weaver, Fowler, Catalano, Hofherr, Veremis, Saletnik, Szabo
NAYES: None
ABSTAIN: None

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

A motion was made by Board Member Veremis, seconded by Board Member Saletnik to recommend approval of the five following variations: (i) a variation to allow parking in the required front yard in the I-1 district; (ii) a variation from the minimum parking lot curb distance; (iii) variations from the required interior parking lot landscaping; (iv) a variation from the required perimeter parking lot landscaping; and (v) a variation to the buffer requirements for I-1 properties abutting residential zoning districts.

AYES: Veremis, Saletnik, Szabo, Hofherr, Fowler, Catalano, Weaver
NAYES: None
ABSTAIN: None

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



CITY OF DES PLAINES

ORDINANCE Z - 30 - 22

AN ORDINANCE APPROVING A MAP AMENDMENT AND MAJOR VARIATIONS OF THE CITY OF DES PLAINES ZONING ORDINANCE AT 1946 AND 1990 WHITE STREET (ARNDT PARK).

WHEREAS, the Des Plaines Park District ("**Petitioner**") is the owner of that certain 12.75-acre property commonly known as 1946 and 1990 White Street, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property is located in the R-1 Single Family Residential Zoning District of the City ("**R-1 District**"); and

WHEREAS, the Subject Property is bisected by Howard Avenue, with 6.83 acres to the north of Howard Avenue and 5.93 acres to the south of Howard Avenue; and

WHEREAS, the Subject Property is commonly referred to as Arndt Park and is improved with public park amenities, including, without limitation, a field house ("**Field House**"), playground, basketball courts, baseball fields, a sledding hill, and an off-street parking area; and

WHEREAS, the Petitioner desires to construct improvements on the Subject Property including, without limitation, a new 5,115-square-foot aquatic center building, outdoor pool facilities, remodeling of the Field House, a new walking path loop, game court, new playground equipment, two picnic shelters, security lighting, and an expanded parking lot along the front lot line ("**Expanded Parking Lot**") (collectively, the "**Improvements**"); and

WHEREAS, pursuant to Section 12-7-1 of the City of Des Plaines Zoning Ordinance ("**Zoning Ordinance**"), not more than one principal building or structure may be located on a zoning lot in the R-1 District; provided, however, that more than one principal building is permitted in the I-1 Institutional District ("**I-1 District**") on lots of more than four acres; and

WHEREAS, pursuant to Section 12-3-7 of the Zoning Ordinance, the Petitioner filed an application with the City for the approval of a map amendment to the "Zoning Map of the City of Des Plaines" ("**Zoning Map**") to rezone the Subject Property from the R-1 District to the I-1 District ("**Map Amendment**"); and

WHEREAS, pursuant to Section 12-3-6 of the Zoning Ordinance, the Petitioner also filed an application with the City for approval of the following: (i) a major variation from Section 12-7-5.A.5.a to allow the Expanded Parking Lot in the required front yard up to the front lot line along West Street; (ii) a major variation from Section 12-10-8.A.2 to eliminate the required interior landscape areas for the Expanded Parking Lot; (iii) a major variation from Section 12-10-8.B.3 to reduce the required locations of perimeter landscaping to only the east boundary of the Expanded Parking Lot and to allow the perimeter landscaping to be composed of turf instead of the required shade trees and shrubs; (iv) a major variation from Section 12-10-9.C to eliminate the required five-foot-wide landscape buffer adjacent to residential districts, including the eight-foot-tall fence and shade trees,

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for the Subject Property; and (v) a major variation from Section 12-9-6.D to reduce the minimum required distance between a lot line and the curb and gutter of a parking area from 3.5 feet to zero feet for the Expanded Parking Lot along the east lot line (collectively, the "**Major Variations**") (collectively, the Proposed Map Amendment and the Major Variations are the "**Requested Relief**"); and

WHEREAS, the Petitioner's application for the Requested Relief was referred by the Department of Community and Economic Development to the City's Planning and Zoning Board ("**PZB**") within 15 days after receipt of the application; and

WHEREAS, within 90 days after the date of the Petitioner's application, a public hearing was held by the PZB on September 13, 2022 pursuant to publication in the *Journal & Topics* on August 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 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 Sections 12-3-6 and 12-3-7 of the Zoning Ordinance, the PZB filed a written report with the City Council on September 14, 2022, summarizing the testimony and evidence received by the PZB and stating by a vote of 7-0 its recommendation to approve the Requested Relief, subject to certain conditions; and

WHEREAS, the Petitioner made certain representations to the PZB with respect to the Requested Relief, which representations are hereby found by the City Council to be material and upon which the City Council relies in approving the Requested Relief; and

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for map amendments and variations set forth in the Zoning Ordinance and the Community and Economic Development Staff Memorandum dated September 8, 2022, and has determined that it is in the best interest of the City and the public to approve the Requested Relief in accordance with the provisions of this Ordinance.

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for the approval of the Map Amendment and Major Variations.

SECTION 2. LEGAL DESCRIPTION OF THE SUBJECT PROPERTY. The

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Subject Property is legally described as:

THAT PARK OF THE NORTHEAST QUARTER OF SECTION 29 AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 29. TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTHEAST QUARTER AND THE EAST LINE OF SAID SECTION 29; THENCE SOUTH 00 DEGREES 15 MINUTES 53 SECONDS EAST ALONG SAID EAST LINE OF SECTION 29, 340.22 FEET; THENCE SOUTH 87 DEGREES 05 MINUTES 06 SECONDS WEST, 871.60 FEET TO THE WEST LINE OF LOT 9 IN TOUHY-MANNHEIM INDUSTRIAL SUBDIVISION UNIT NO.2; THENCE NORTH 15 DEGREES 07 MINUTES 59 SECONDS WEST ALONG SAID WEST LINE, 51.31 FEET TO THE SOUTHWEST CORNER OF LOT 12 IN SAID SUBDIVISION; THENCE NORTH 89 DEGREES 51 MINUTES 06 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 12, 20.52 FEET TO A LINE 20 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 12; THENCE NORTH 15 DEGREES 07 MINUTES 59 SECONDS WEST ALONG SAID LINE, 116.09 FEET TO THE NORTHERLY LINE OF SAID LOT 12; THENCE NORTH 87 DEGREES 05 MINUTES 38 SECONDS EAST ALONG SAID NORTH LINE, 228.01 FEET TO THE NORTHEAST CORNER OF SAID LOT 12, SAID POINT ALSO BEING THE WEST LINE OF LOT 7 IN TOUHY-MANNHEIM INDUSTRIAL SUBDIVISION UNIT NO. 2, ALSO BEING THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE NORTH 00 DEGREES 17 MINUTES 35 SECONDS WEST ALONG SAID WEST LINE, 165.17 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 87 DEGREES 05 MINUTES 38 SECONDS EAST ALONG SAID NORTH LINE, 146.04 FEET TO THE EAST LINE OF STANLEY HOME PRODUCTS, INC SUBDIVISION EXTENDED SOUTH; THENCE NORTH 00 DEGREES 17 MINUTES 35 SECONDS WEST ALONG SAID EAST LINE OF STANLEY HOME PRODUCTS, INC SUBDIVISION EXTENDED NORTH AND SOUTH, 663.65 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE NORTH 87 DEGREES 08 MINUTES 03 SECONDS EAST ALONG SAID NORTH LINE, 228.82 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 54 SECONDS EAST, 33.03 FEET TO A LINE THAT IS 33.00 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29; THENCE NORTH 87 DEGREES 08 MINUTES 03 SECONDS EAST ALONG SAID LINE, 92.04 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTH 00 DEGREES 15 MINUTES 53 SECONDS EAST ALONG SAID EAST LINE, 630.26 TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, SAID POINT ALSO BEING THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS..

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P.I.N.s: 09-29-224-015, 09-29-224-016, 09-29-224-052, 09-29-224-053, 09-29-224-051, 09-29-224-049, 09-29-232-021, 09-29-402-003, 09-29-402-012, 09-29-402-014, 09-29-402-017, 09-29-402-022, 09-29-402-023, 09-29-402-029

SECTION 3. APPROVAL OF 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 Map Amendment, and the Zoning Map is hereby amended to rezone the Subject Property from the R-1 District to the I-1 District.

SECTION 4. APPROVAL OF MAJOR VARIATIONS. The City Council finds that the Major Variations satisfy the standards set forth in Section 12-3-6.H of the Zoning Ordinance and, pursuant to the City's home rule powers, finds that the Major Variations are otherwise necessary and appropriate. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 5 of this Ordinance, the City Council hereby grants the Major Variations for the Subject Property to the Petitioner.

SECTION 5. CONDITIONS OF APPROVAL. The approvals granted in Sections 3 and 4 of this Ordinance shall be, and are expressly subject to and contingent upon the conditions, restrictions, and limitations set forth in this Section 5.

A. **Compliance with Law and Regulations.** The development, use, operation, and maintenance of the Improvements and the Subject Property by the Petitioner must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

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

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1. Those certain “Engineering Plans” consisting of 15 sheets, prepared by Cordogan Clark, and dated August 3, 2022, attached to and, by this reference, made part of this Ordinance as **Exhibit A (“Engineering Plans”)**; and

2. The “Landscape Plans” consisting of two sheets titled the “Overall Landscape Plan” and the “Landscape Plan Enlargement”, prepared by Cordogan Clark, and dated August 3, 2022, attached to and, by this reference, made part of this Ordinance as **Exhibit B (“Landscape Plans”)**.

C. Other Conditions.

1. The Engineering Plans and Landscape Plans may be required to be revised during the building permit process to comply with applicable City building and engineering requirements.

SECTION 6. FAILURE TO COMPLY WITH CONDITIONS.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than seventy-five dollars (\$75.00) or more than seven hundred and fifty dollars (\$750.00) for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys’ fees.

B. In the event that the Petitioner fails to develop or maintain the Subject Property in accordance with the requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance, the approvals granted in Section 4 of this Ordinance may be revoked after notice

{00128354.2}

and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the I-1 District. Further, in the event of such revocation of the Major Variations, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner.

SECTION 7. LIMITATIONS. The Major Variations shall be valid for not more than 12 months prior to the issuance of a building permit and the commencement of construction in accordance with the terms and conditions of this Ordinance. The Zoning Administrator may extend the Major Variations if the Petitioner requests an extension in accordance with Section 12-3-6.L of the Zoning Ordinance.

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

SECTION 9. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after the occurrence of the following:

- A. its passage, approval and publication in pamphlet form as provided by law;
- B. the filing with the City Clerk by the Petitioner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Said unconditional

{00128354.2}

agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as *Exhibit C*; and

C. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

D. In the event that the Petitioner does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 9.B of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

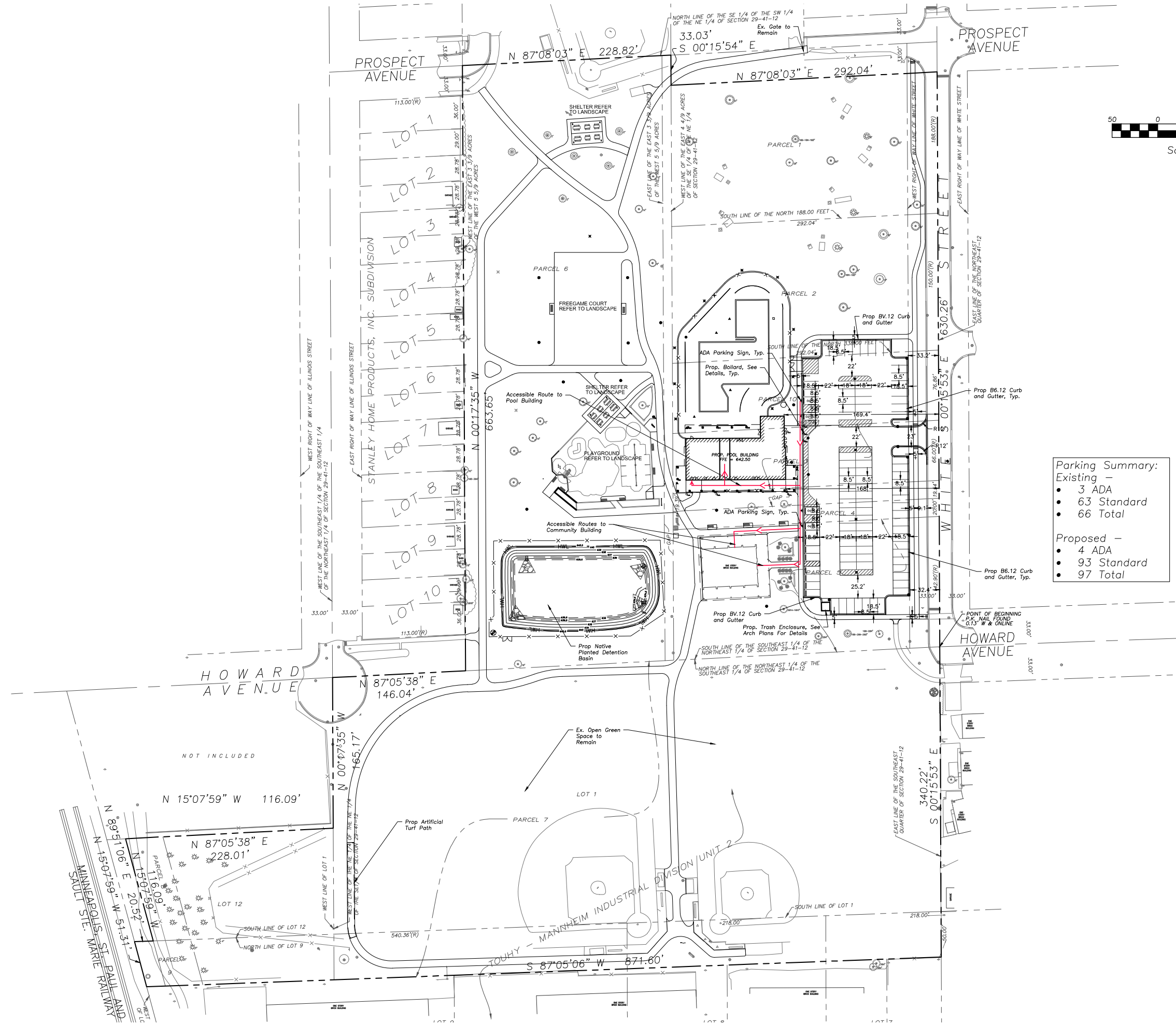
CITY CLERK

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

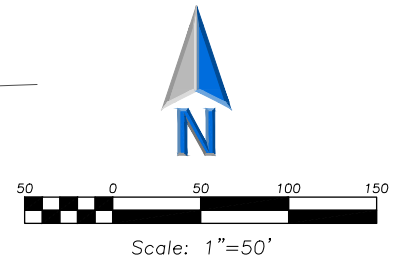
Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



Parking Summary:
 Existing -
 • 3 ADA
 • 63 Standard
 • 66 Total
 Proposed -
 • 4 ADA
 • 93 Standard
 • 97 Total

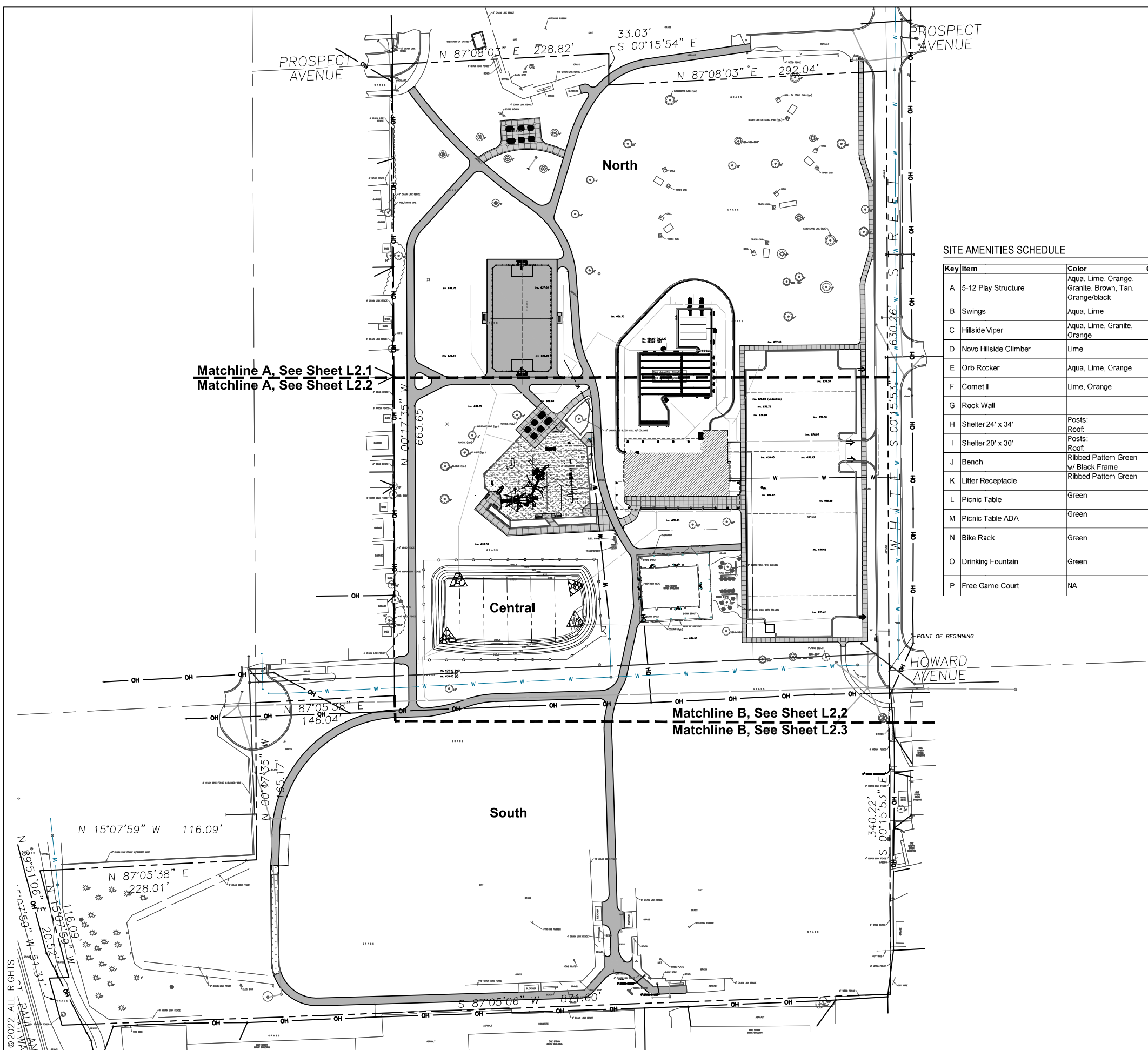


EXPIRATION DATE: 11/30/2023

6/26/2022 8:50:44 AM

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Exhibit A

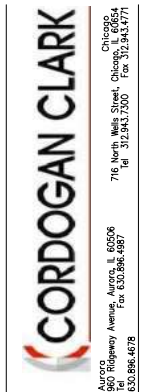
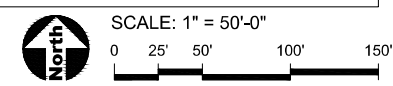


- GENERAL NOTES: LAYOUT**
1. It is the responsibility of the Contractor to perform layout of all project elements and points for review by Owner prior to construction. (This work is considered incidental to the project and not paid as a separate bid item).
 2. The contractor shall be responsible for all materials and quantities as required to complete the work in accordance with the plans and specifications. The contractor will notify the Owner's Representative in writing of any discrepancies or changes required to complete the work before any action may be taken. All changes or change orders must be approved by the Owner's Representative and Owner before any changes are executed.
 3. No work to take place in Flood Plain unless indicated on plans.
 4. Contractor shall follow City of Des Plaines permit requirements as part of the project.
 5. Contractor shall confirm that all equipment use/safety zones specified by play equipment manufacturer are adhered to.
 6. All play equipment footings shall meet manufacturers recommendations for footing depth and width.

SITE AMENITIES SCHEDULE

Key Item	Color	Quantity	Model	Manufacturer	Supplier
A	Aqua, Lime, Orange, Granite, Brown, Tan, Orange/black	1	Custom #129-150780-2	Burke	Play Illinois 630-200-8759
B	Aqua, Lime	1	Custom #129-150780-2	Burke	Play Illinois 630-200-8759
C	Aqua, Lime, Granite, Orange	1	470-0070(-74)	Burke	Play Illinois 630-200-8759
D	Lime	1	580-0233	Burke	Play Illinois 630-200-8759
E	Aqua, Lime, Orange	1	570-2709	Burke	Play Illinois 630-200-8759
F	Lime, Orange	1	560-2589	Burke	Play Illinois 630-200-8759
G		1	Salvaged rockwall from existing playground		
H	Posts: Roof:	1	REK24x34TGMR	Poligon	Imagine Nation 847-640-0904
I	Posts: Roof:	1		Poligon	Imagine Nation 847-640-0904
J	Ribbed Pattern Green w/ Black Frame	6	#CN420, Surface Mount, Mounting Plate Covers #MC104	Wabash Valley	Nutoys Leisure Products 800-526-6197
K	Ribbed Pattern Green		#LR30, 32 Gallon Liner #LR310 Dome Top, Lids #DT 100		
L	Green	8	Signature Series - 8', Surface Mount Package		
M	Green	4	Signature Series - 8', ADA overhang, Surface Mount Package		
N	Green	1	Serpentine Bike Loop - 7 Bike Rack		
O	Green	1	Mode 493SM, Pet Station, Recessed Hose Bib with Lock Door, Surface Mount	Most Dependable Fountains, Inc.	Reese Recreation, Inc. 800-222-2268
P	NA	1	FRE2116, 6'14" x 102' 2"	Kompan	Kompan 800-426-9788

- LEGEND**
- Concrete Paving
 - Asphalt Paving
 - Engineered Wood Fiber Surfacing
 - Artificial Turf
 - EJ Concrete Expansion Joints
 - Ornamental Fence
 - CL Construction Limits / Construction Fence



ARNDT AQUATIC & RECREATION FACILITY
1990 WHITE STREET
DES PLAINES, IL 60018

Overall Layout Plan

JOB NUMBER
21-409

DATE
08.03.2022

REVISIONS:

L2.0

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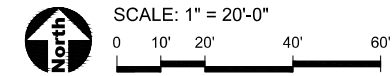
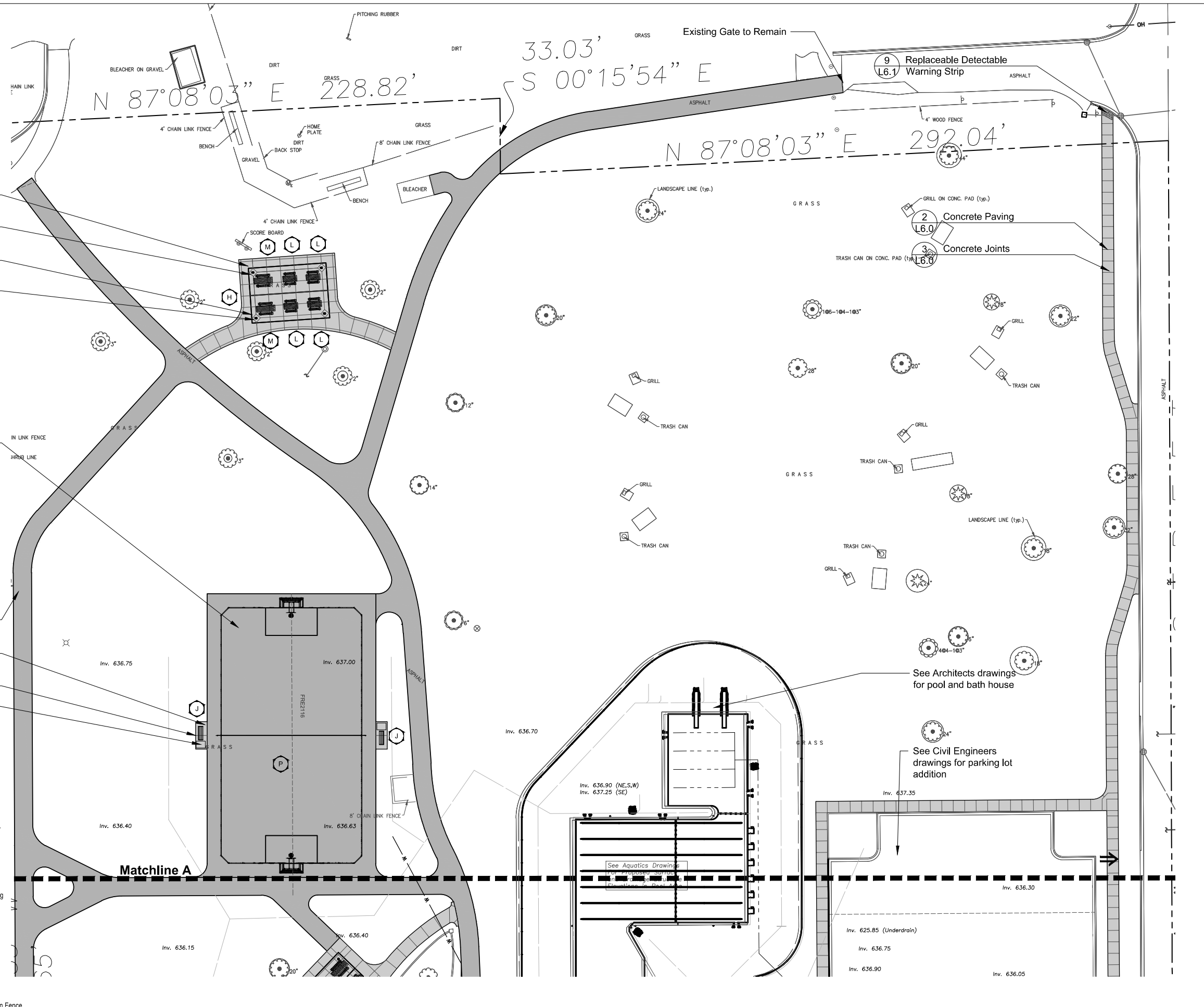
Exhibit A

- 2 Concrete Paving (L6.0)
- 3 Concrete Joints (L6.0)
- 3 Shelter - 24' x 34' (L6.2)
- 2 Shelter Footing (L6.2)








- 1 Asphalt Paving - Trail (L6.0)

- 1 Asphalt Paving - Trail (L6.0)
- 2 Concrete Paving (L6.0)
- 3 Concrete Joints (L6.0)
- 3x4 Companion Seating

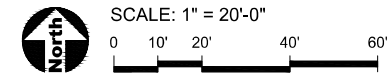
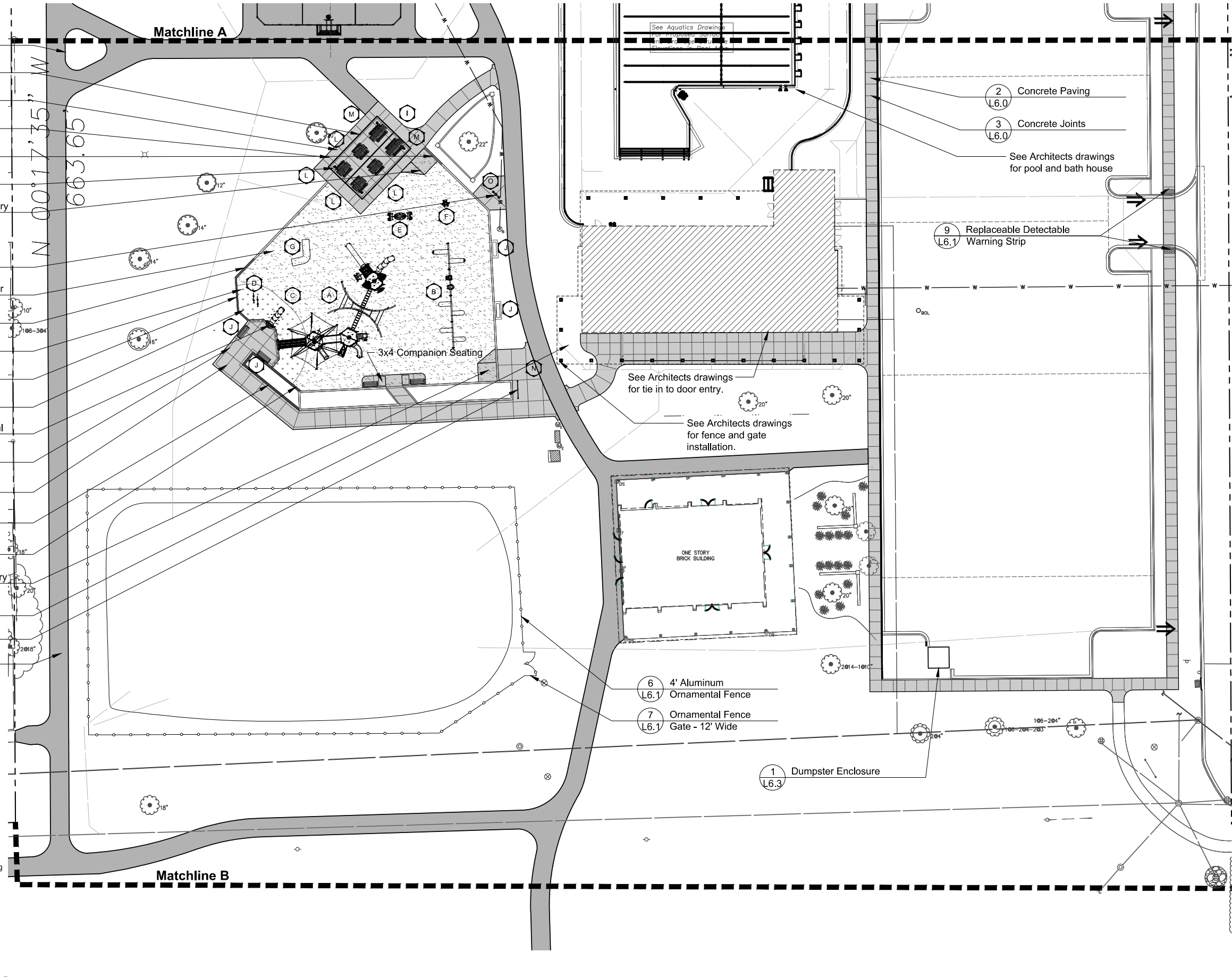
- LEGEND**
- Concrete Paving
 - Asphalt Paving
 - Engineered Wood Fiber Surfacing
 - Artificial Turf
 - EJ Concrete Expansion Joints
 - Ornamental Fence
 - CL Construction Limits / Construction Fence



LEGEND

-  Concrete Paving
-  Asphalt Paving
-  Engineered Wood Fiber Surfacing
-  Artificial Turf
-  EJ Concrete Expansion Joints
-  Ornamental Fence
-  CL Construction Limits / Construction Fence

- 1 Asphalt Paving - Trail L6.0
- 4 Shelter - 20'x30' L6.2
- 2 Concrete Paving L6.0
- 3 Concrete Joints L6.0
- 6 Concrete Curb at Playground L6.0
- 1 Shelter Footing L6.2
- 5 Playground Sloped Entry L6.0
- 2 Drinking Fountain Connection L6.3
- 3 Engineered Wood Fiber L6.1
- 6 Concrete Curb at Playground L6.0
- 11 Artificial Turf With Shock Pad L6.0
- 12 Concrete Curb at Artificial Turf L6.0
- 9 Artificial Turf Mound L6.0
- 1 Integral Curb at Artificial Turf L6.1
- 2 Concrete Paving L6.0
- 3 Concrete Joints L6.0
- 8 Curb at Planter L6.0
- 7 Wall at Planter L6.0
- 5 Playground Sloped Entry L6.0
- 2 Concrete Paving L6.0
- Salvaged Bike Rack
- 1 Asphalt Paving Trail L6.0



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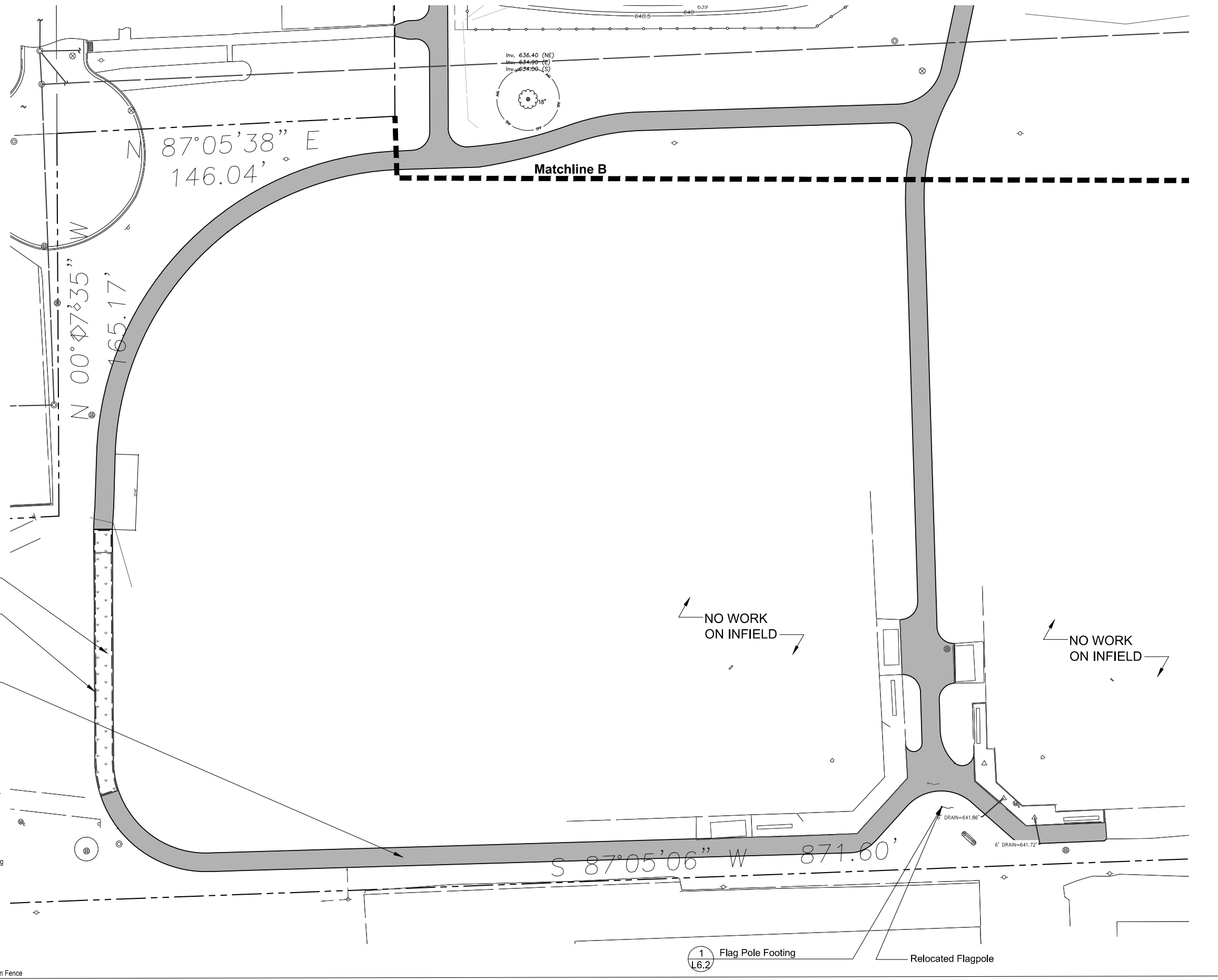
COPYRIGHT RESERVED

Exhibit A

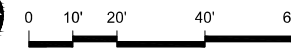
- 10 Artificial Turf - Path
L6.0
- 2 Buried Curb at Artificial Turf
L6.1
- 1 Asphalt Paving - Trail
L6.0

LEGEND

- Concrete Paving
- Asphalt Paving
- Engineered Wood Fiber Surfacing
- Artificial Turf
- EJ Concrete Expansion Joints
- Ornamental Fence
- Construction Limits / Construction Fence



SCALE: 1" = 20'-0"



PERMIT SET

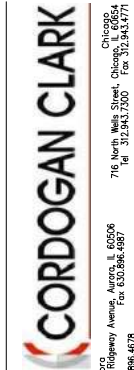
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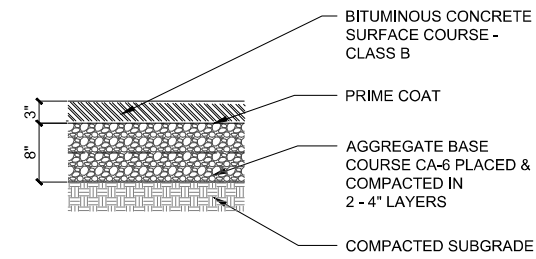
L2.3

JOB NUMBER 21-409
DATE 08.03.2022

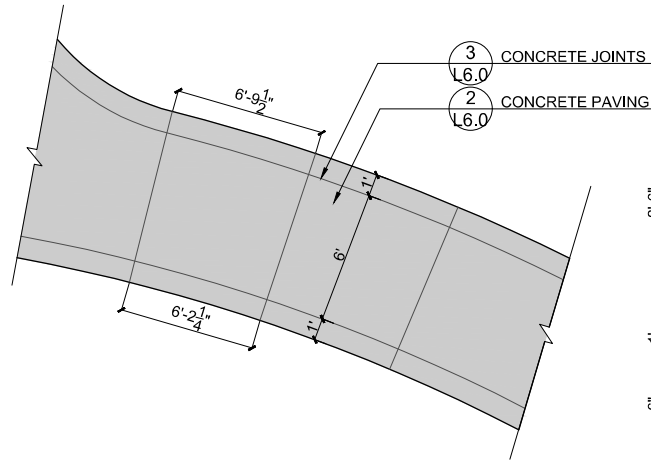
South Layout Plan

ARNDT AQUATIC &
RECREATION FACILITY
1990 WHITE STREET
DES PLAINES, IL 60018

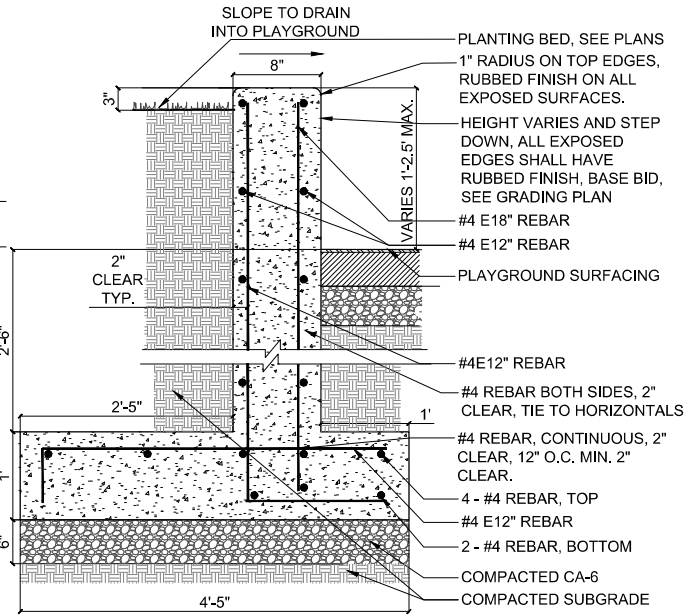




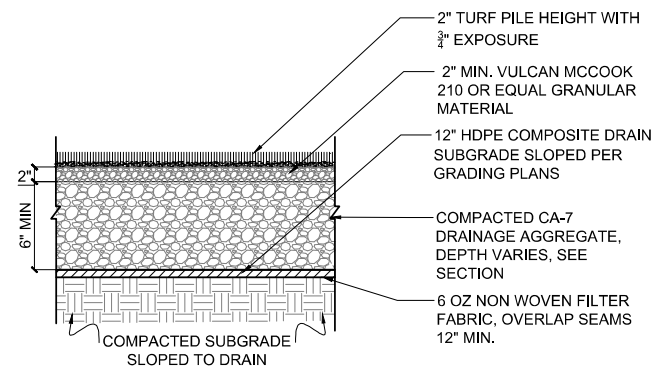
1 Asphalt Paving - Trail
SCALE: 1"=1'-0"
d-asph_trail_12.dwg



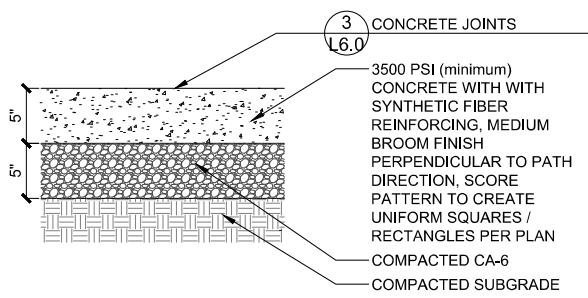
4 Concrete Scoring Pattern
SCALE: 1/4"=1'-0"
d-Gateway Sign Column_48



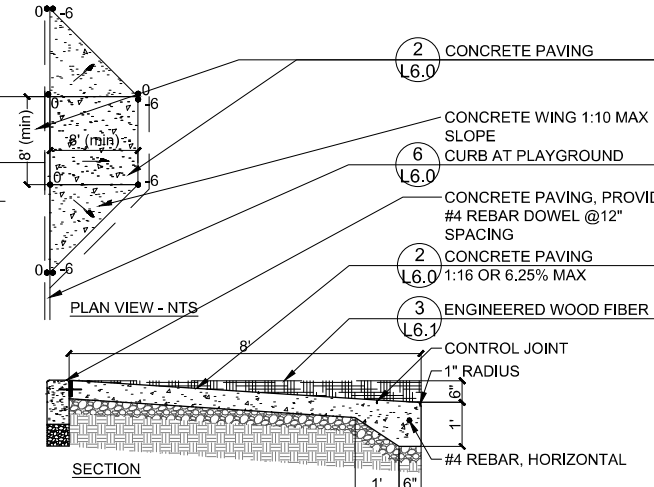
7 Wall at Planter
SCALE: 1"=1'-0"
d-conc_curb_12



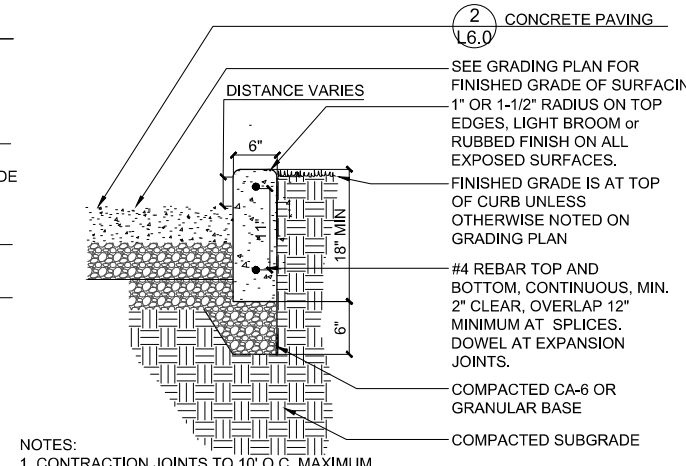
10 Artificial Turf
SCALE: 1/2"=1'-0"
det-Turf Section



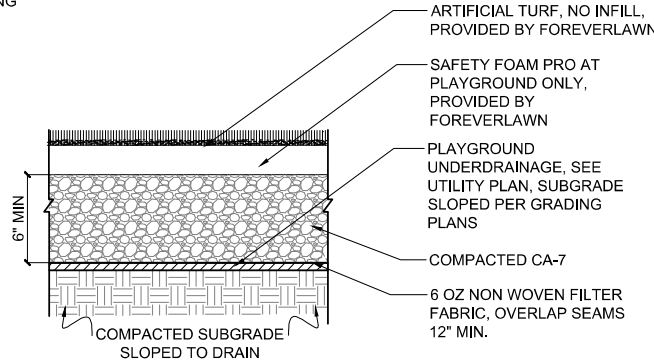
2 Concrete Paving
SCALE: 1 1/2"=1'-0"
d-conc_pav-5_8



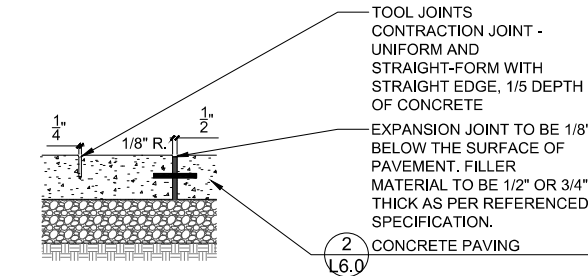
5 Concrete Sloped Entry
SCALE: 1/2"=1'-0"
d-conc_sloped entry one wing_24



8 Curb at Planter
SCALE: 1"=1'-0"
det-curb play

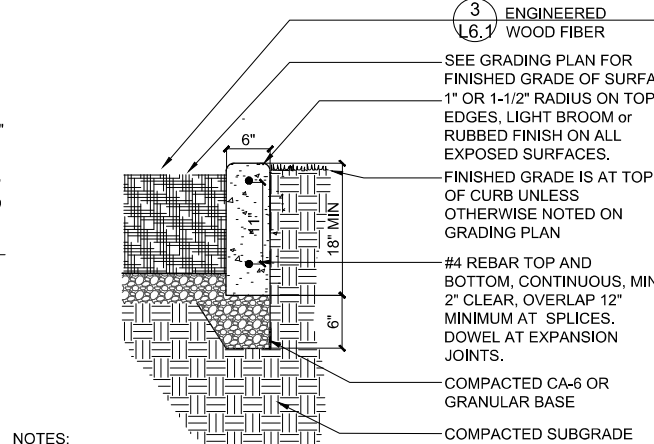


11 Artificial Turf - With Shock Pad
SCALE: 1/2"=1'-0"
det-Turf Section



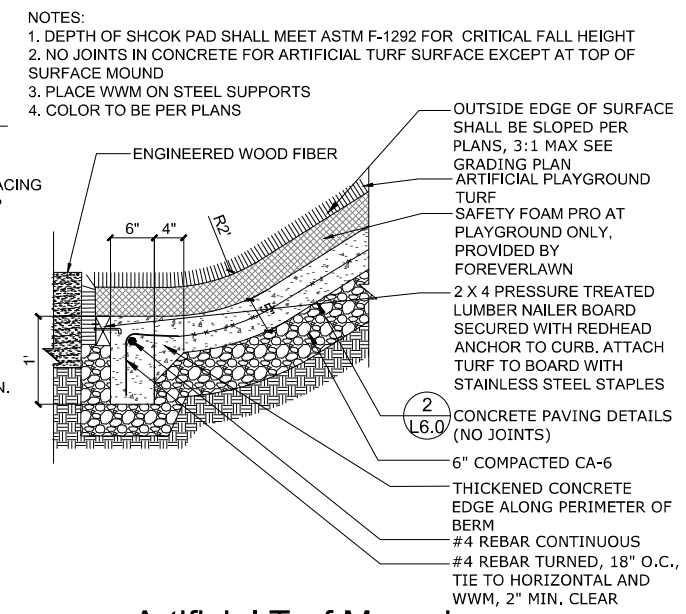
NOTES:
1. JOINTS PLAN TAKES PRIORITY OVER NOTES EXCEPT FOR MAXIMUM SPACING.
2. CONTRACTION JOINTS TO BE PLACED 10' O.C. MAXIMUM
3. EXPANSION JOINTS TO BE PLACED 30' O.C. MAXIMUM
4. PLACE EXPANSION JOINTS BETWEEN NEW CONCRETE POURS AND INSTALL 8" EPOXY COATED BARS, 12" O.C.
5. CURB JOINTS TO MATCH CONCRETE PAVING WHERE APPLICABLE
6. INSTALL SMOOTH DOWELS AT EXPANSION JOINTS
7. NO 'CALIFORNIA JOINTS'

3 Concrete Joints
SCALE: 1 1/2"=1'-0"
d-conc_joints_8.dwg

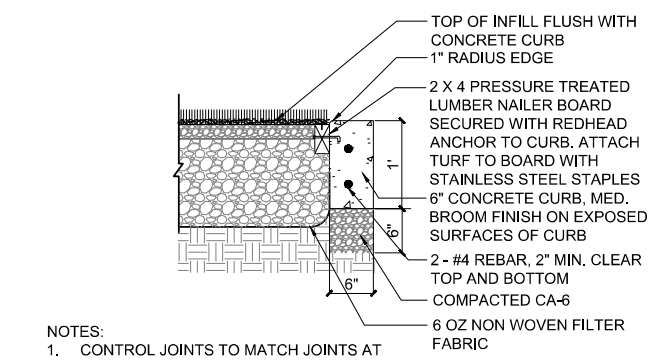


NOTES:
1. CONTRACTION JOINTS TO 10' O.C. MAXIMUM
2. EXPANSION JOINTS TO BE 30' O.C. MAXIMUM
3. DOWEL NEW CURB INTO EXISTING CURB

6 Curb at Playground
SCALE: 1"=1'-0"
det-curb play



9 Artificial Turf Mound
SCALE: 1"=1"
play surfacing mound transition

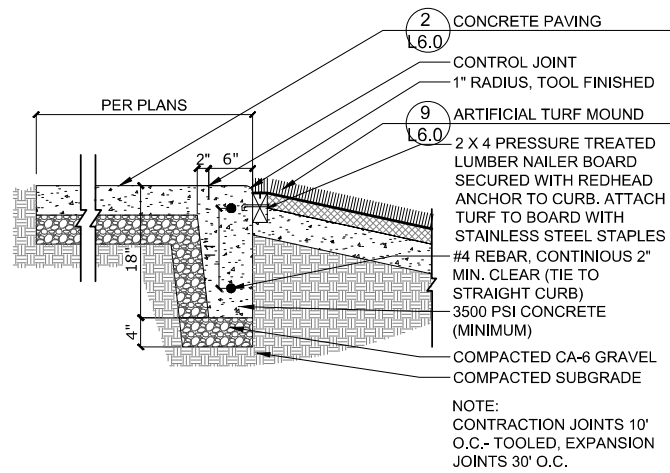


NOTES:
1. CONTROL JOINTS TO MATCH JOINTS AT SIDEWALK.
2. TURF TO BE ATTACHED WITH STAINLESS STEEL STAPLES

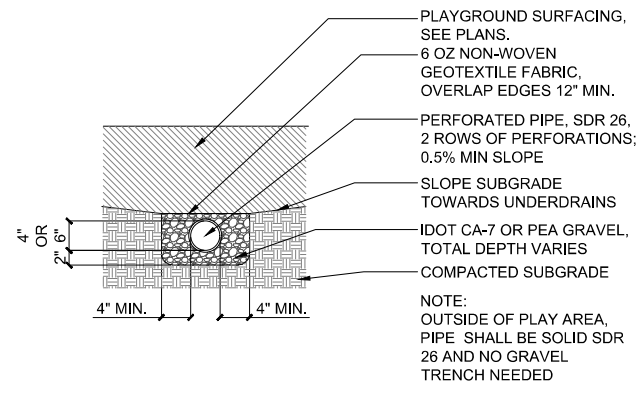
12 Concrete Curb at Artificial Turf
SCALE: 1"=1'-0"
det-Turf Edge

6/26/2022 8:50:44 AM
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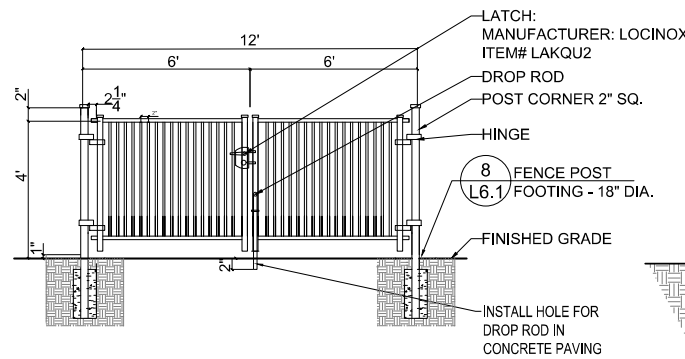
Exhibit A



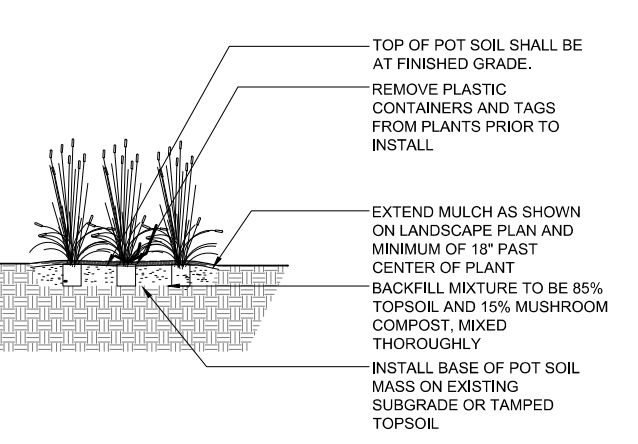
1 Integral Curb at Artificial Turf
SCALE: 1"=1'-0" d-curb-integral_12



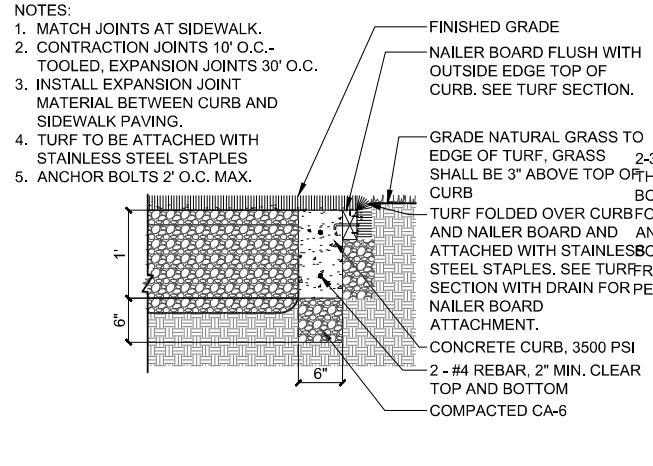
4 Playground Underdrainage
SCALE: 1"=1'-0" d-playground underdrainage_12



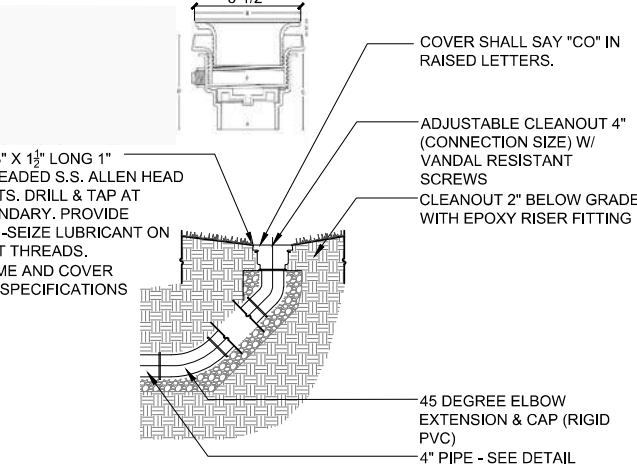
7 Ornamental Fence Gate - 12' Wide
SCALE: N.T.S. 4' ORNAMENTAL



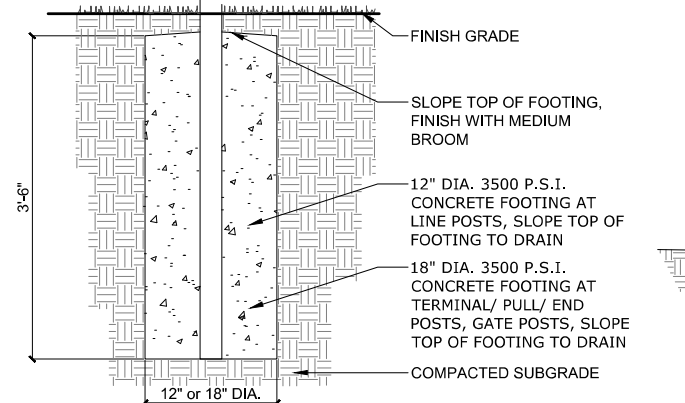
10 Perennial & Ornamental Grass Installation
SCALE: 1"=1'-0" d-perennials



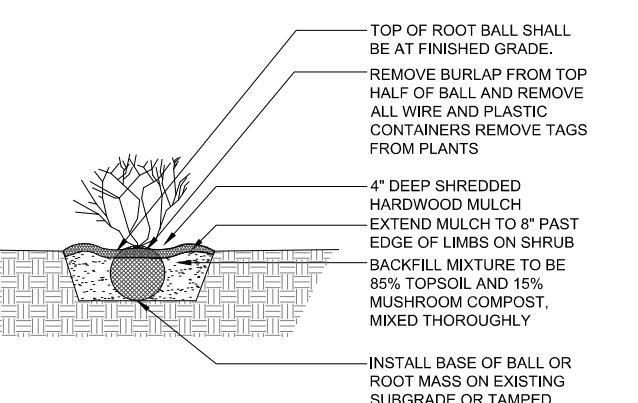
2 Buried Curb at Artificial Turf
SCALE: 1"=1'-0" d-turf-field transition_12



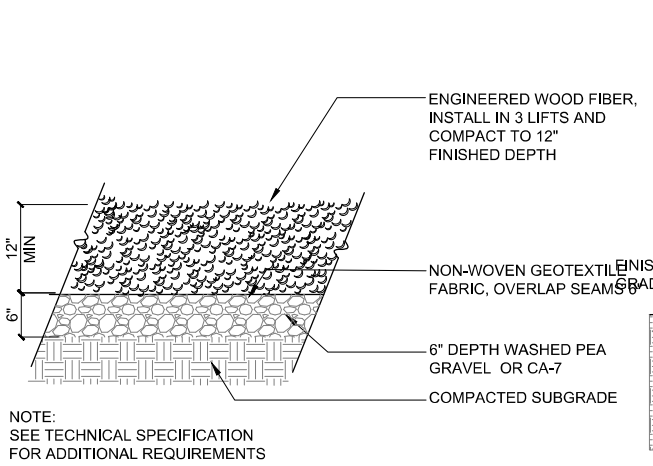
5 Drain Cleanout
SCALE: N.T.S. d-drain cleanout_16



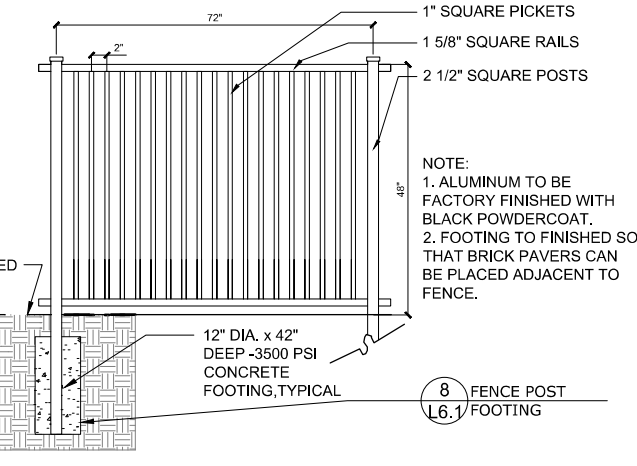
8 Fence Post Footing
SCALE: 1"=1'-0" d-fence-footing at conc_12.dwg



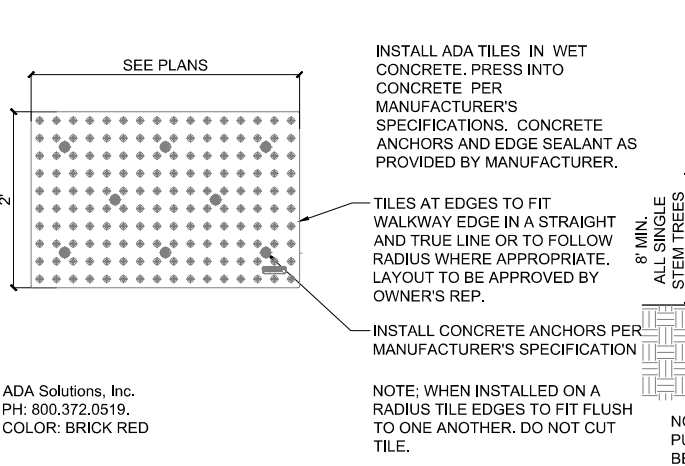
11 Shrub Installation
SCALE: N.T.S. d-plant-shrub_12



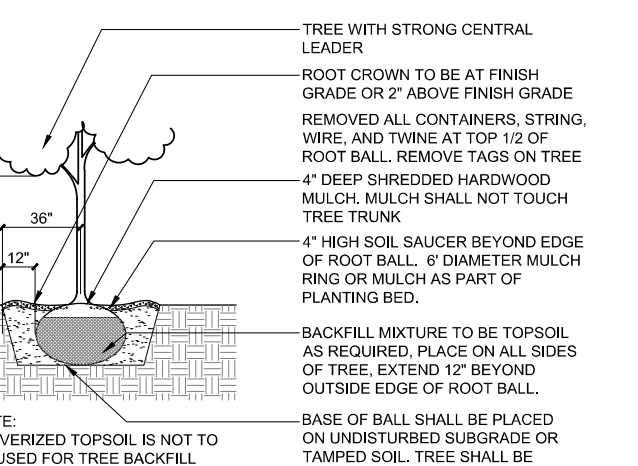
3 Engineered Wood Fiber
SCALE: 1"=1'-0" Eng Wood Fiber_1_12



6 4' Aluminum Ornamental Fence
SCALE: Not to Scale metal4ornamental



9 Replaceable Detectable Warning Strip
SCALE: N.T.S. detail drawing sorted.dwg

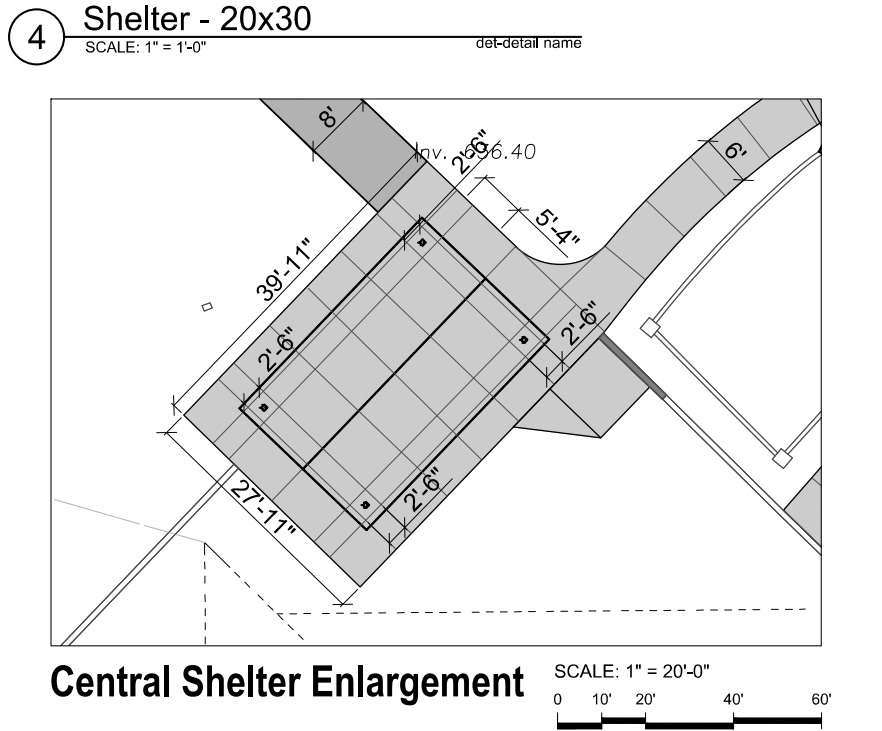
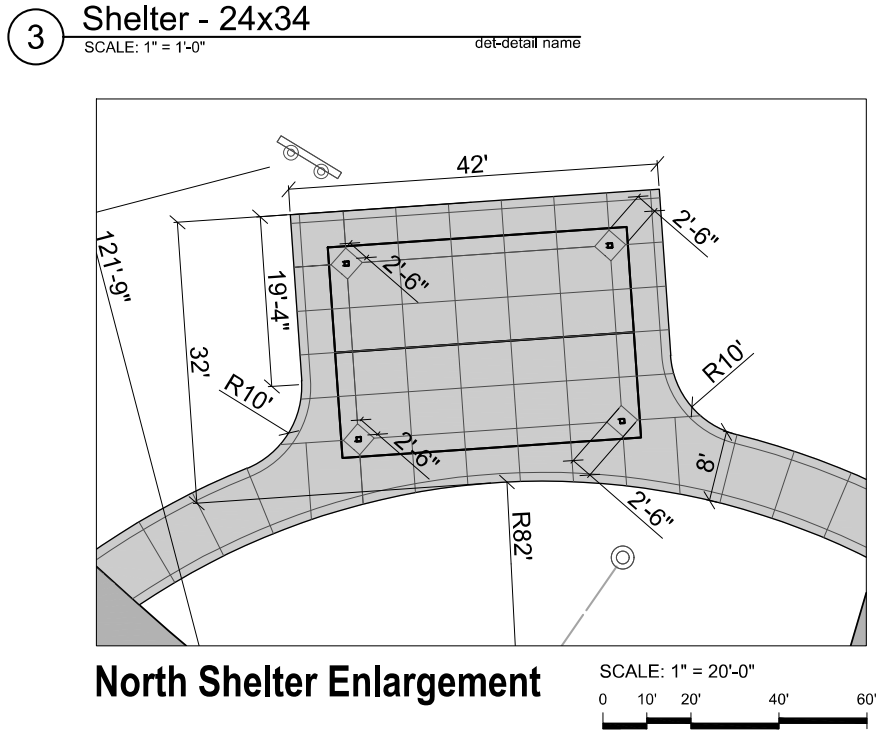
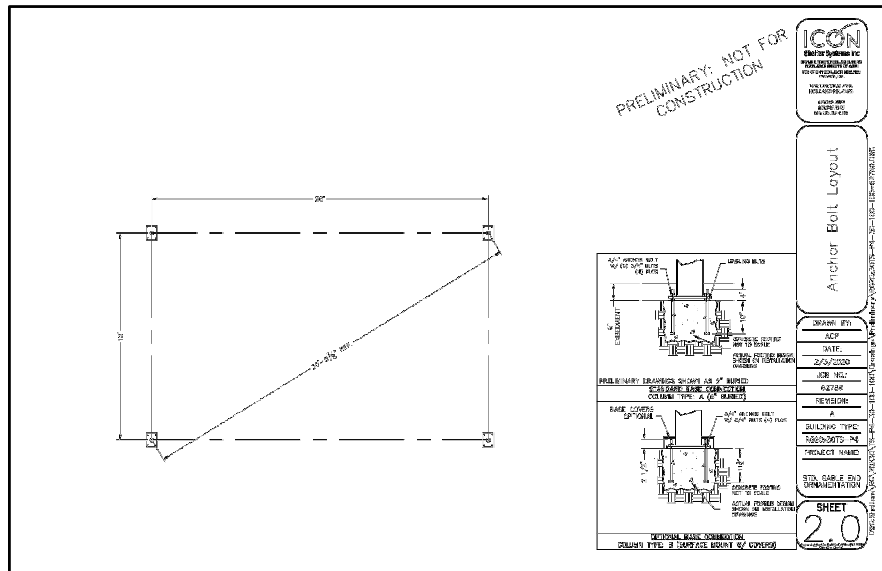
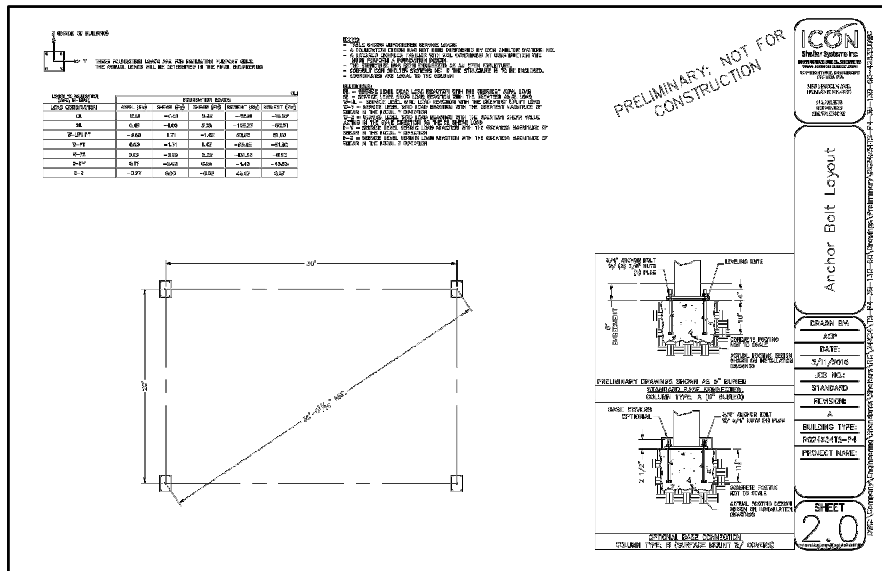
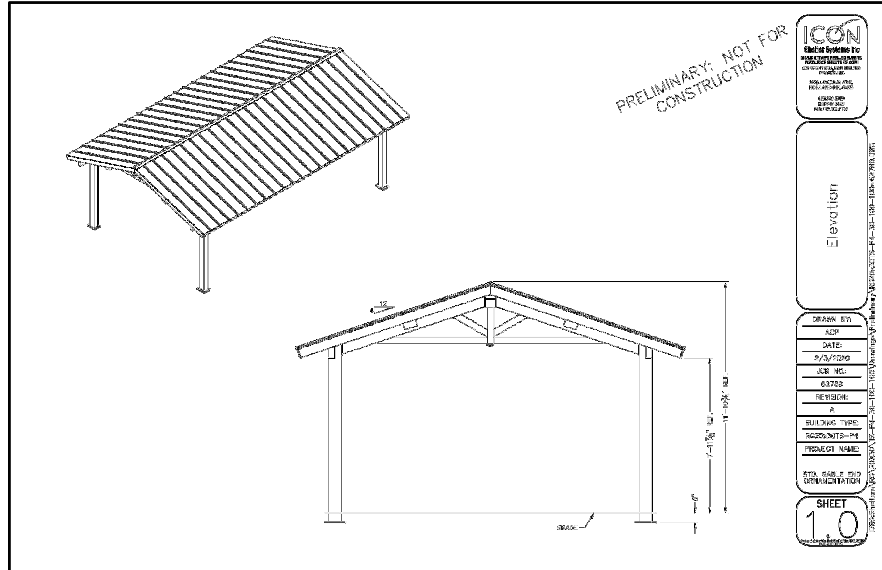
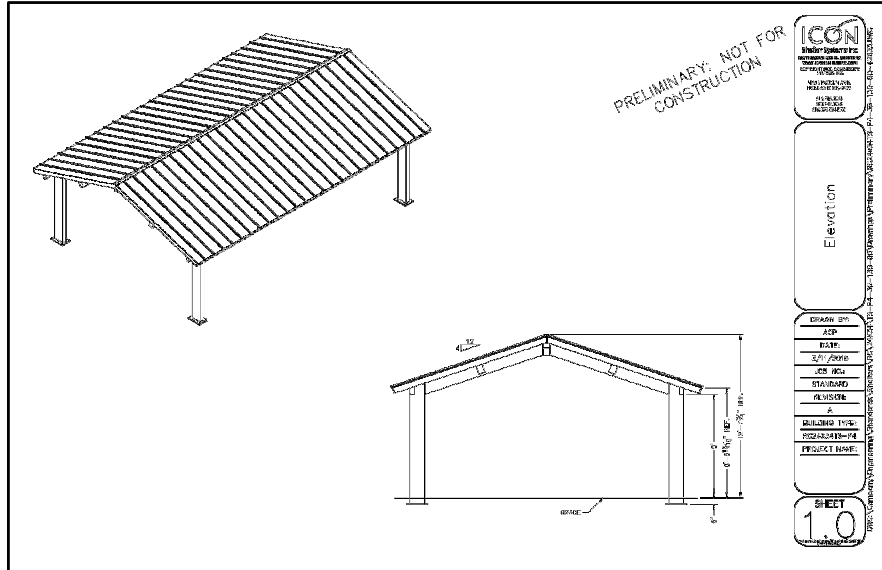
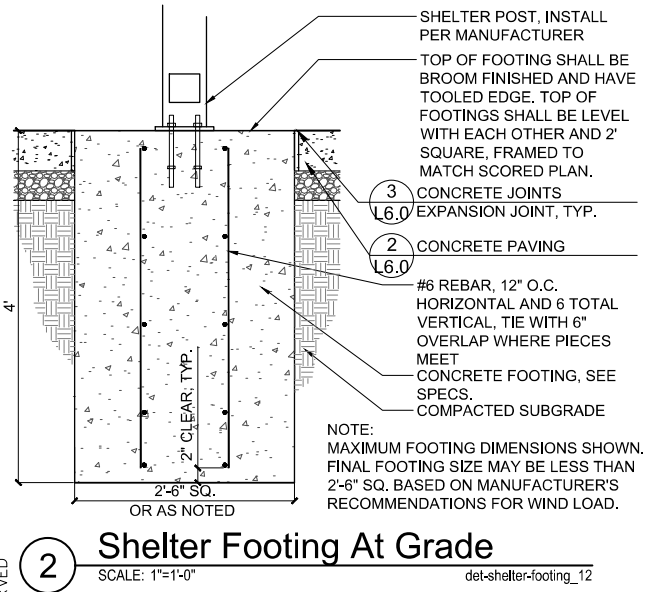
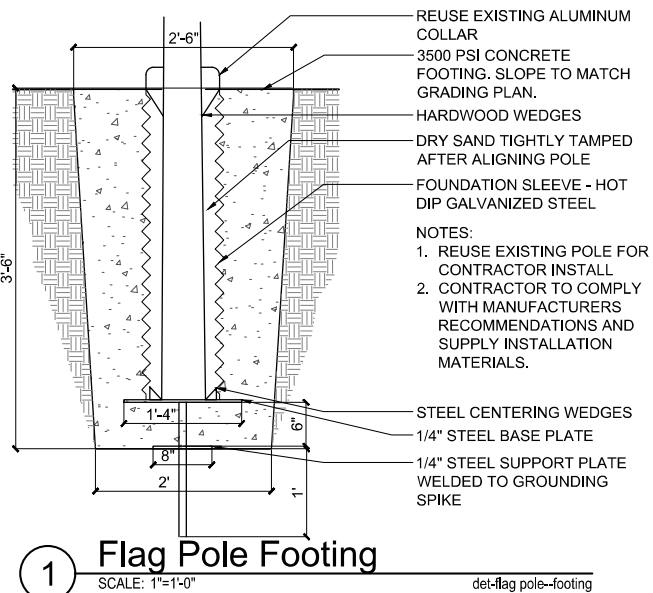


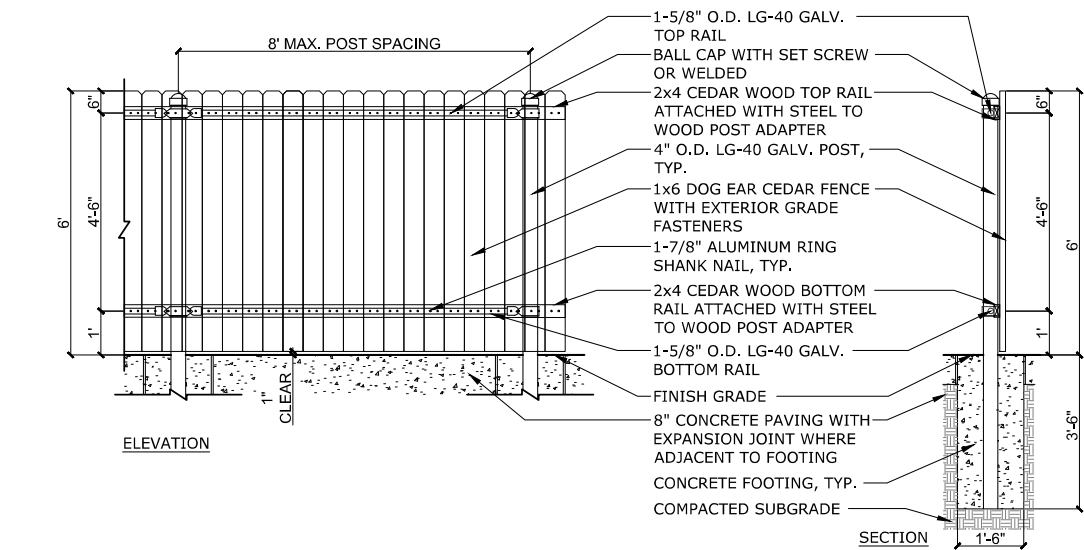
12 Tree Installation
SCALE: N.T.S. d-plant-tree_12

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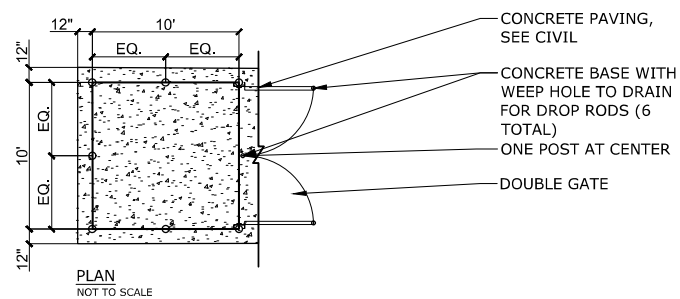
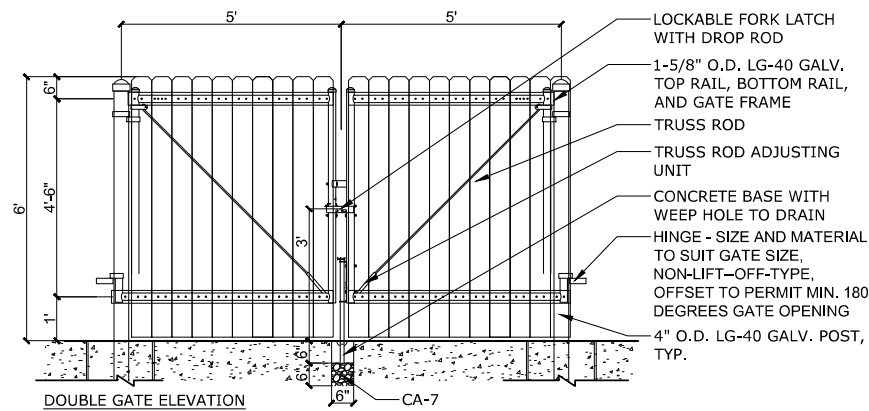
Exhibit A

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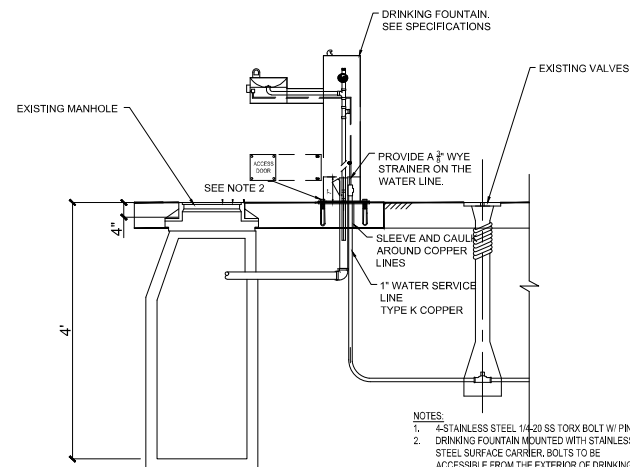


- NOTES:
1. SUBMIT SHOP DRAWINGS INCLUDING HARDWARE.
 2. WOOD TO BE ON EXTERIOR OF ENCLOSURE.
 3. FENCE AND GATE INSTALLATION SHALL CONSIST OF FURNISHING ALL LABOR MATERIALS, TOOLS AND EQUIPMENT NECESSARY TO INSTALL FENCES AND GATES.
 4. CONTRACTOR SHALL ORDER AND TAKE DELIVERY OF ALL PRODUCTS AND MATERIALS. UPON RECEIPT, ALL MATERIALS SHALL BE CHECKED TO ENSURE THAT NO DAMAGES OCCURRED DURING SHIPPING OR HANDLING. MATERIALS SHALL BE STORED IN SUCH A MANNER TO ENSURE PROPER VENTILATION AND DRAINAGE, AND TO PROTECT AGAINST DAMAGE, WEATHER, VANDALISM, AND THEFT.
 5. INSTALL GATES PLUMB, LEVEL AND SECURE FOR FULL OPENING WITHOUT INTERFERENCE. INSTALL GROUND SET ITEMS IN CONCRETE FOR ANCHORAGE. ADJUST HARDWARE FOR SMOOTH OPERATION AND LUBRICATE WHERE NECESSARY. GATES SHALL SWING OUTWARD. GATE LEAF HOLDBACKS SHALL BE INSTALLED ON ALL DOUBLE GATES.



1 Dumpster Enclosure
SCALE: 1/2"=1'-0"

d-dumpster enclosure_24

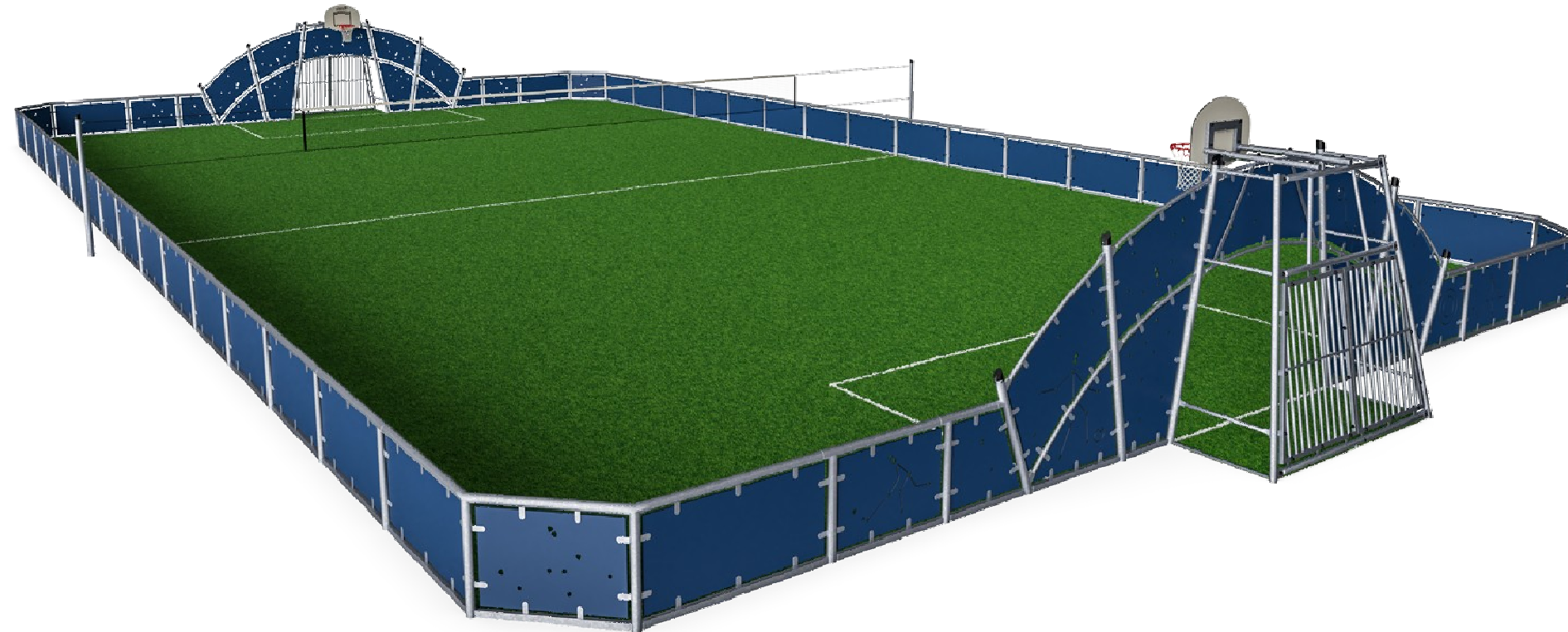


- NOTES:
1. 4" STAINLESS STEEL 14-20 SS TORX BOLT W/ PIN
 2. DRINKING FOUNTAIN MOUNTED WITH STAINLESS STEEL SURFACE CARRIER, BOLTS TO BE ACCESSIBLE FROM THE EXTERIOR OF DRINKING FOUNTAIN, REMOVABLE, TAMPER PROOF AND PAINTED BLACK.

2 Drinking Fountain Connection
SCALE: NTS

Cosmos, 61 x 120 ft

FRE2116



Item no. FRE2116-3317

General Product Information

Dimensions LxWxH	120'2"x65'0"x12'2"
Age group	3+
Play capacity (users)	-
Color options	●



FREEGAME is designed to explore the benefits of sports and socializing. It's always open for games as well as for making friends, personality building and learning the rules of social life. It's a place for physical activities that encourage adolescents to lead active lifestyles. With facilities and all-round visibility that allow the users to feel safe, FREEGAME creates true

'living space' for all age groups. The broad entrance of the pitches provides accessibility for all and therefore inclusion. Adolescents with disabilities can access the activities to be part of the game or just relax and watch the play. Meet and move.

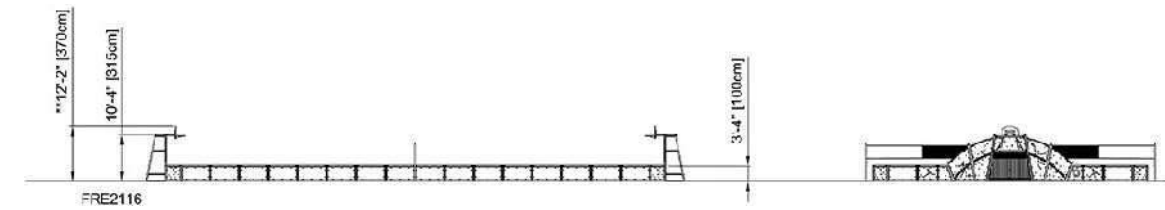
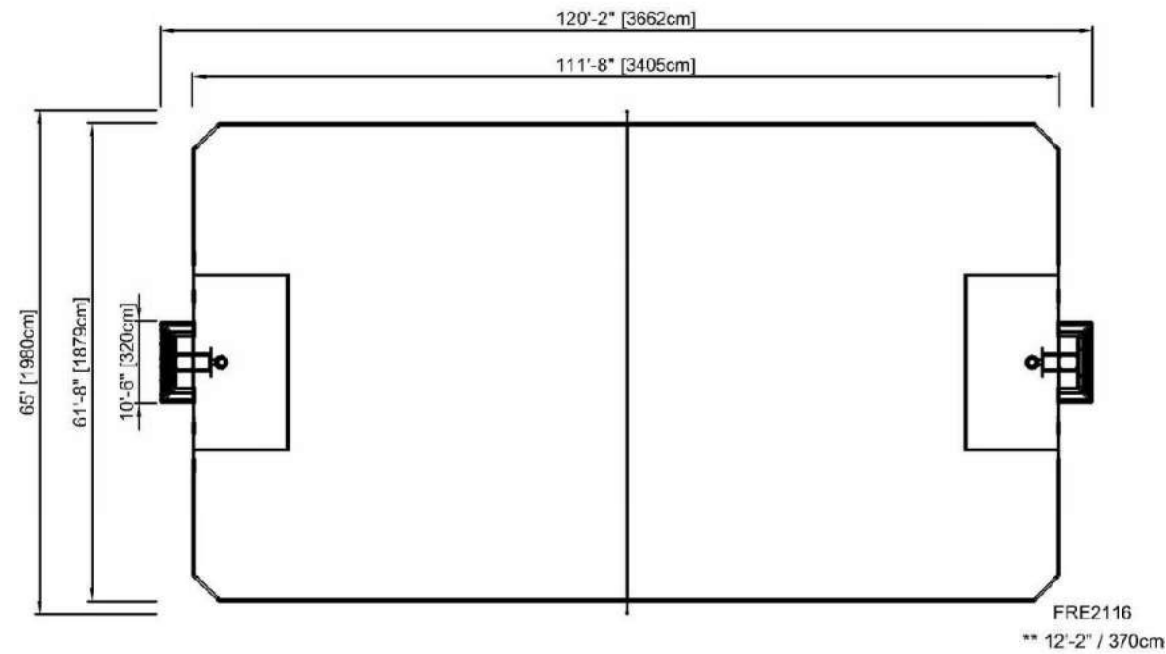


Cosmos, 61 x 120 ft

FRE2116

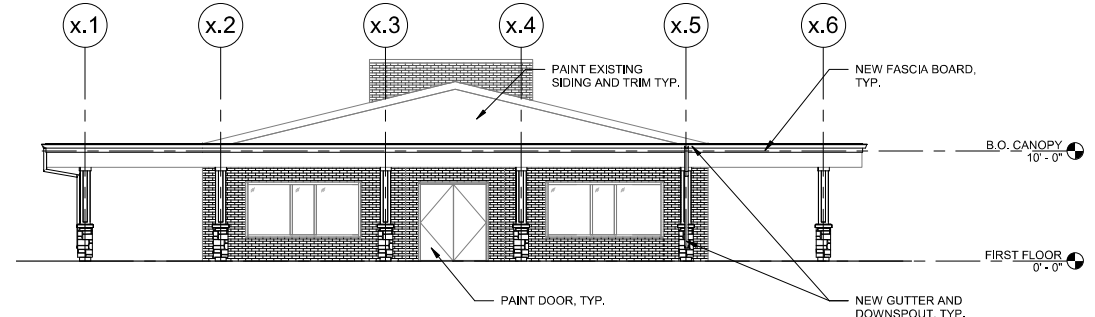
* Max fall height | ** Total height | *** Safety surfacing area

* Max fall height | ** Total height

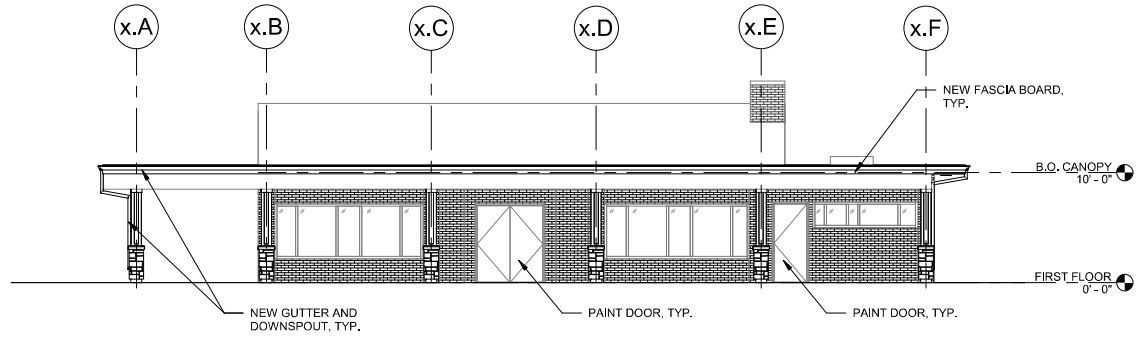


[Click to see TOP VIEW](#)

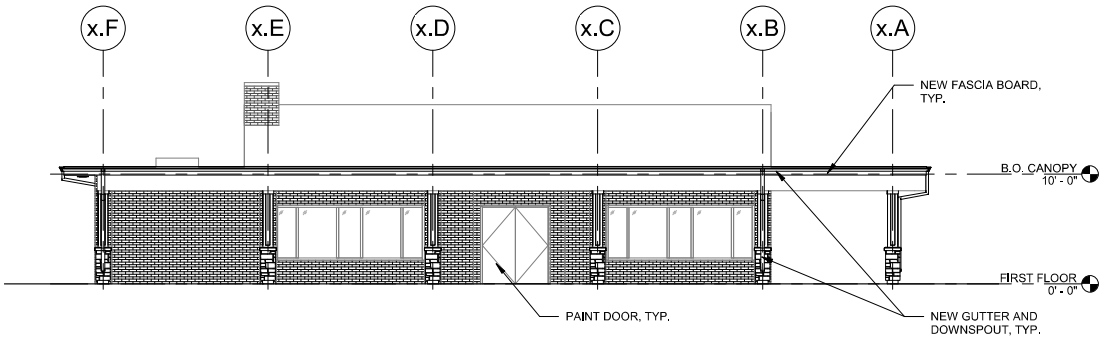
[Click to see SIDE VIEW](#)



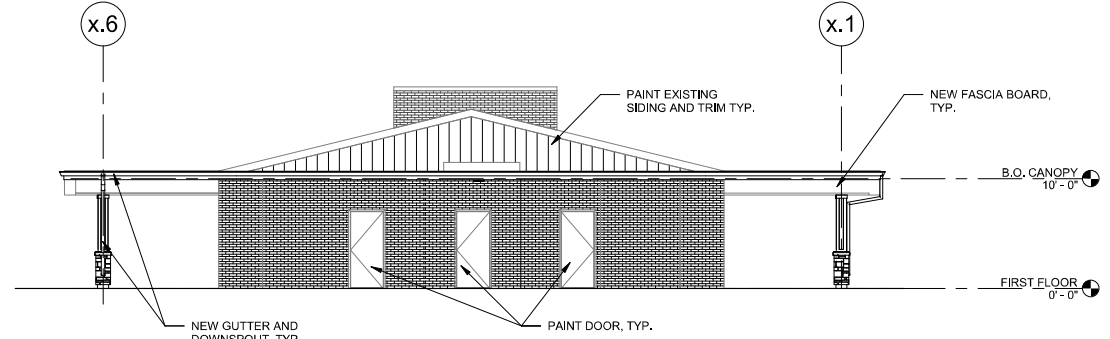
1 EXISTING BUILDING EAST ELEVATION
1/8" = 1'-0"



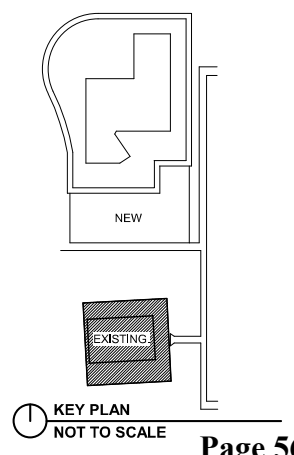
2 EXISTING BUILDING NORTH ELEVATION
1/8" = 1'-0"

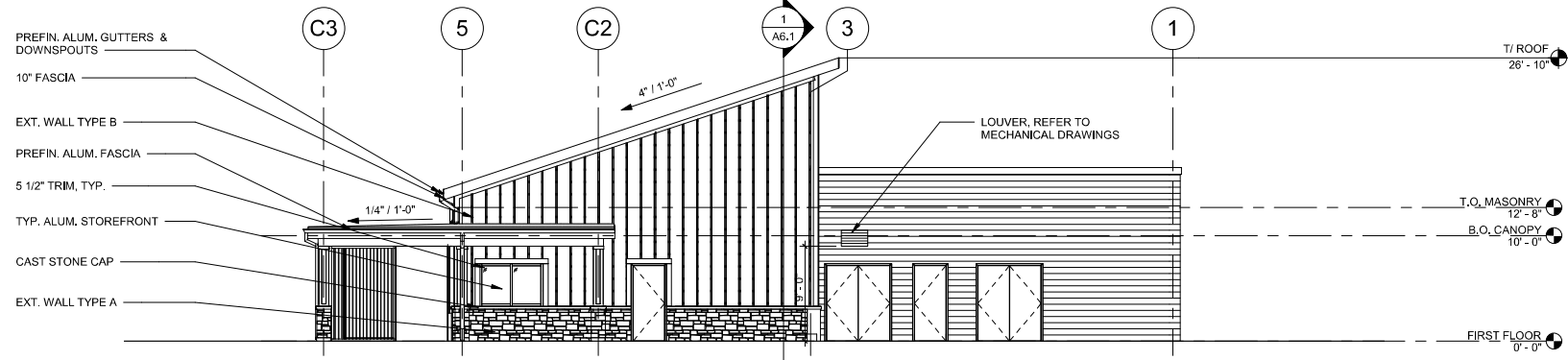


3 EXISTING BUILDING SOUTH ELEVATION
1/8" = 1'-0"

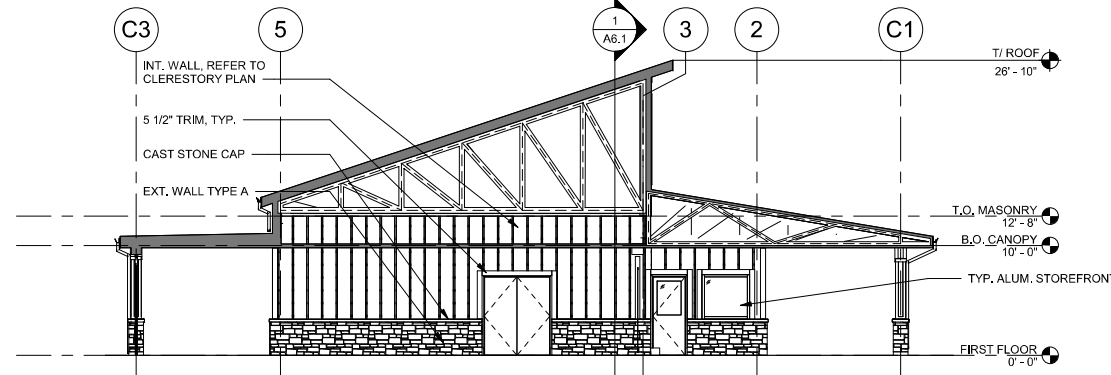


4 EXISTING BUILDING WEST ELEVATION
1/8" = 1'-0"

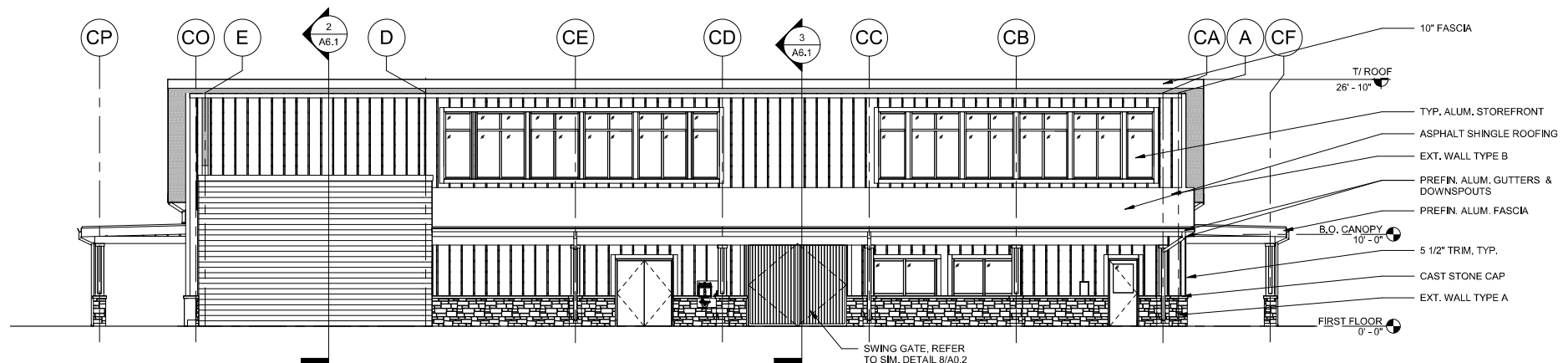




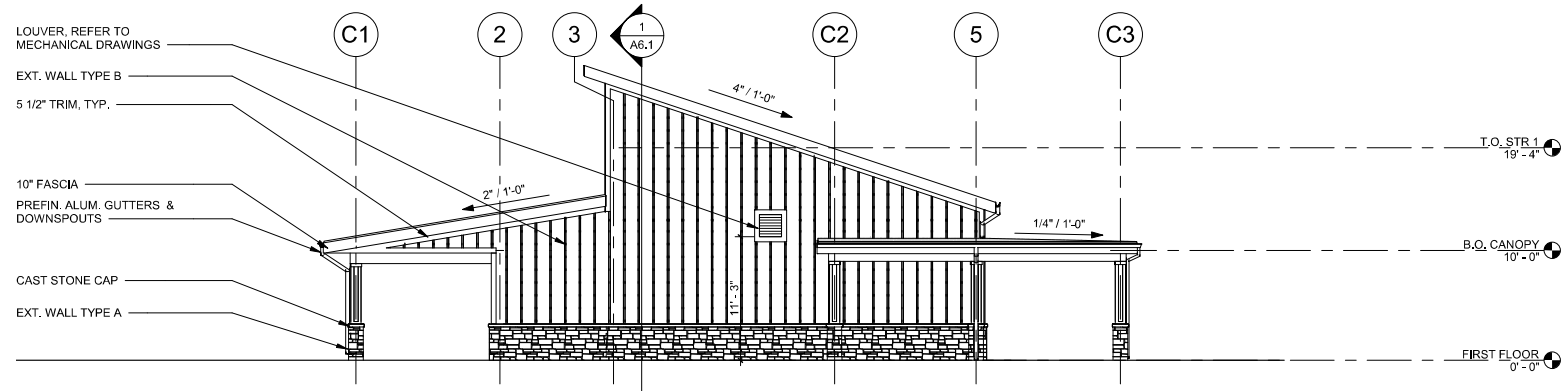
1 NEW BUILDING EAST ELEVATION
1/8" = 1'-0"



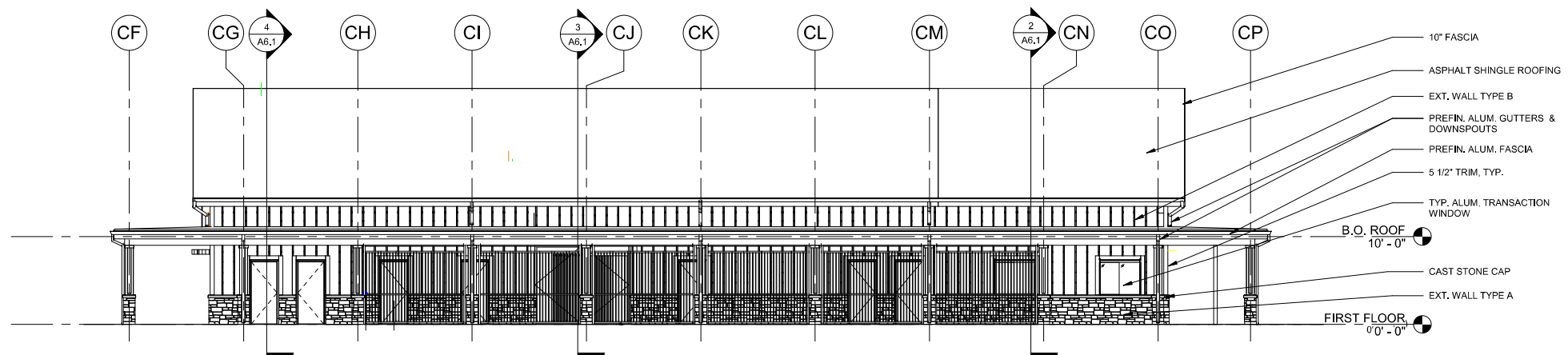
1B NEW BUILDING EAST ELEVATION THROUGH BREEZEWAY
1/8" = 1'-0"



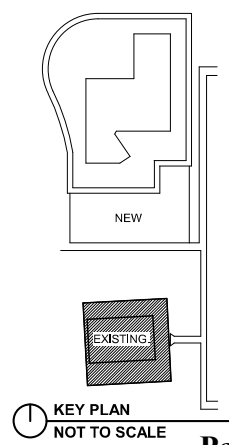
2 NEW BUILDING NORTH ELEVATION
1/8" = 1'-0"

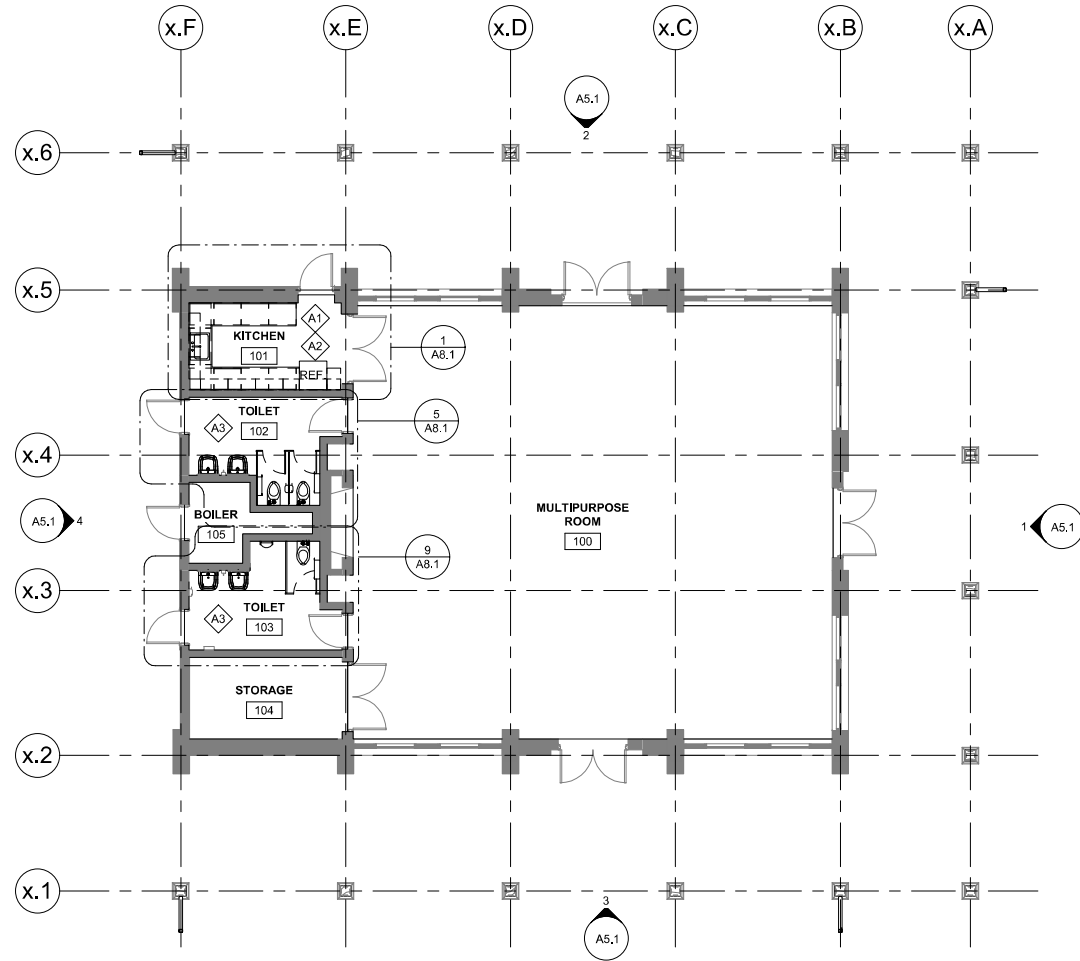


3 NEW BUILDING WEST ELEVATION
1/8" = 1'-0"

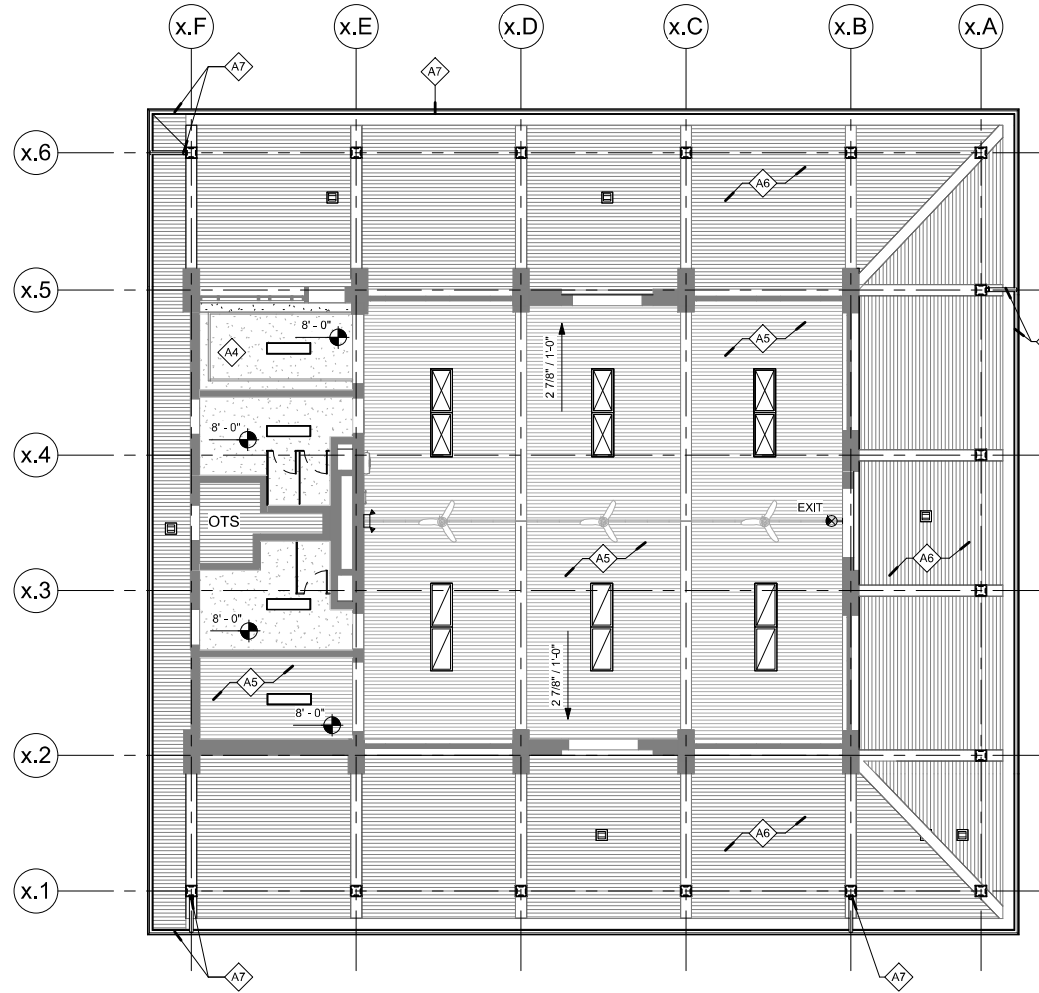


4 NEW BUILDING SOUTH ELEVATION
1/8" = 1'-0"





1 EXISTING BUILDING FIRST FLOOR PLAN
 1/8" = 1'-0"



2 EXISTING BUILDING FRIST FLOOR REFLECTED CEILING PLAN
 1/8" = 1'-0"

REFLECTED CEILING LEGEND	
	NEW 1"x4" LIGHT FIXTURE CEILING MOUNTED
	NEW 2"x4" LIGHT FIXTURE CEILING MOUNTED
	NEW EXTERIOR LIGHT FIXTURE CEILING MOUNTED
	GYPSUM BOARD CEILING (MOLD RESISTANT IN ALL WET AREAS)
	WOOD OR METAL CEILING
	EMERGENCY UNIT LIGHTING
	NEW EXIT SIGN
	OTS OPEN TO STRUCTURE

GENERAL FLOOR PLAN NOTES

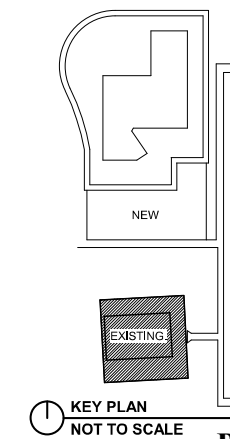
- REFER TO ENLARGED PLANS FOR DIMENSIONAL INFORMATION AND PARTITION FINISHES OF TAGGED AREAS.
- COLUMN LINES AND NUMBERS ARE SHOWN FOR REFERENCE ONLY. REFER TO STRUCTURAL DRAWINGS FOR RELATED DIMENSIONS.
- FLOORS TO SLOPE TOWARDS DRAINS WITH A MAX. SLOPE OF 1" PER 1'-0" AND MIN. SLOPE OF 1" PER 10'-0".
- SEE PLUMBING SPECIFICATIONS FOR TRENCH AND FLOOR DRAIN TYPES. FLOOR DRAINS SHOWN FOR REFERENCE. REFER TO PLUMBING DRAWINGS.
- CONTRACTOR TO INSTALL FIRE EXTINGUISHER CABINETS WHERE NOTED IN PLAN AND AS NOTED IN THE FIRE PROTECTION DRAWINGS. REFER TO SHEET T3.0 AND SPECIFICATIONS FOR ADDITIONAL INFORMATION INCLUDING CABINET TYPES.

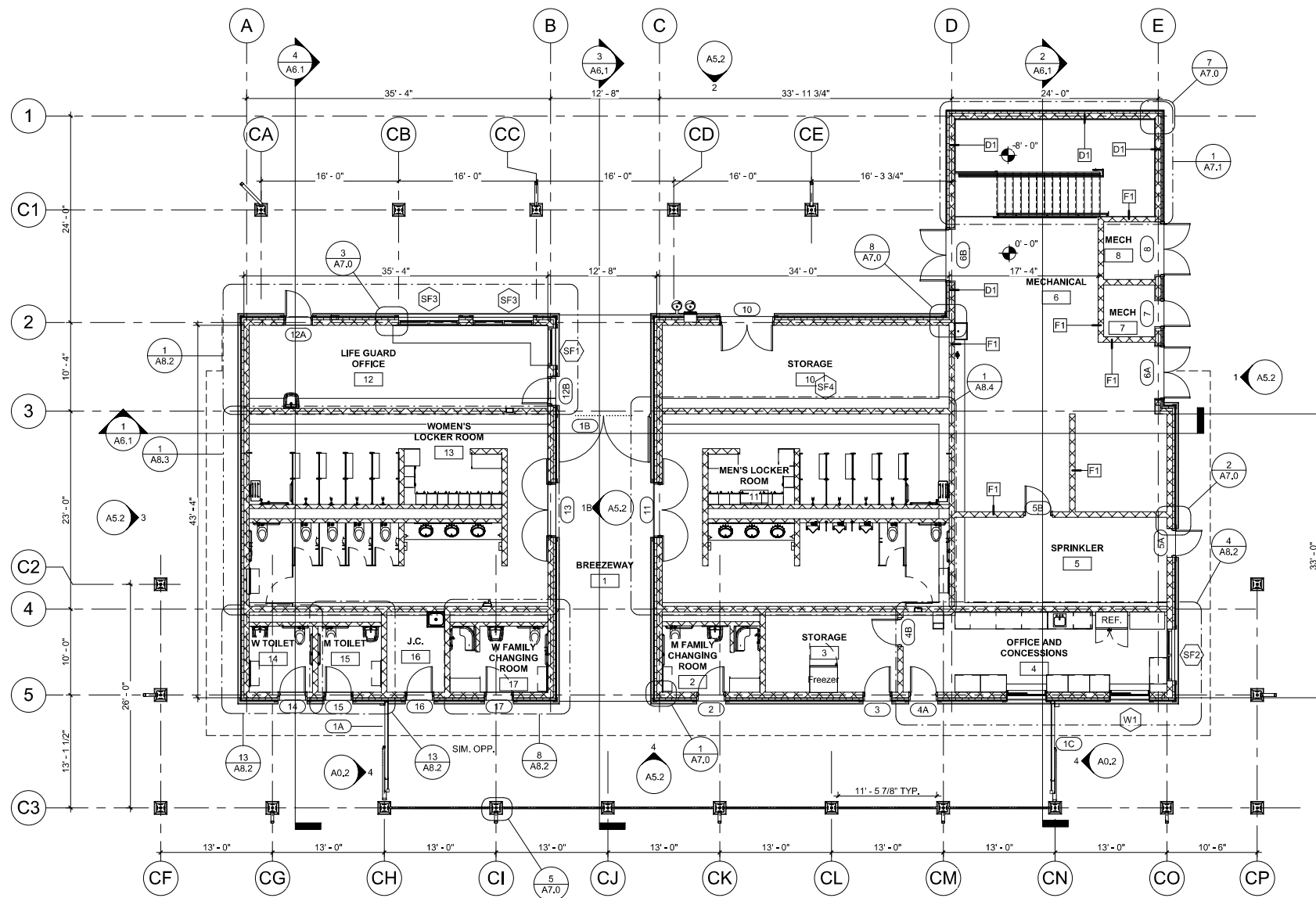
GENERAL CEILING NOTES

- REFER TO ELECTRICAL DRAWINGS AND SPECIALTY LIGHTING DRAWINGS FOR LIGHT FIXTURE INFORMATION.
- REFER TO ELECTRICAL DRAWINGS FOR COORDINATION OF EXIT SIGNS, ETC.
- REFER TO MECHANICAL AND FIRE PROTECTION DRAWINGS FOR COORDINATION OF DIFFUSERS, SPRINKLER HEADS, ETC.
- REFER TO AUDIO VISUAL DRAWINGS FOR SPEAKER LOCATIONS, ETC.
- PROVIDE GYPSUM BOARD CONTROL JOINTS THE FULL LENGTH OF THE CEILING FOR A SPACING OF 30'-0" O.C. MAX.

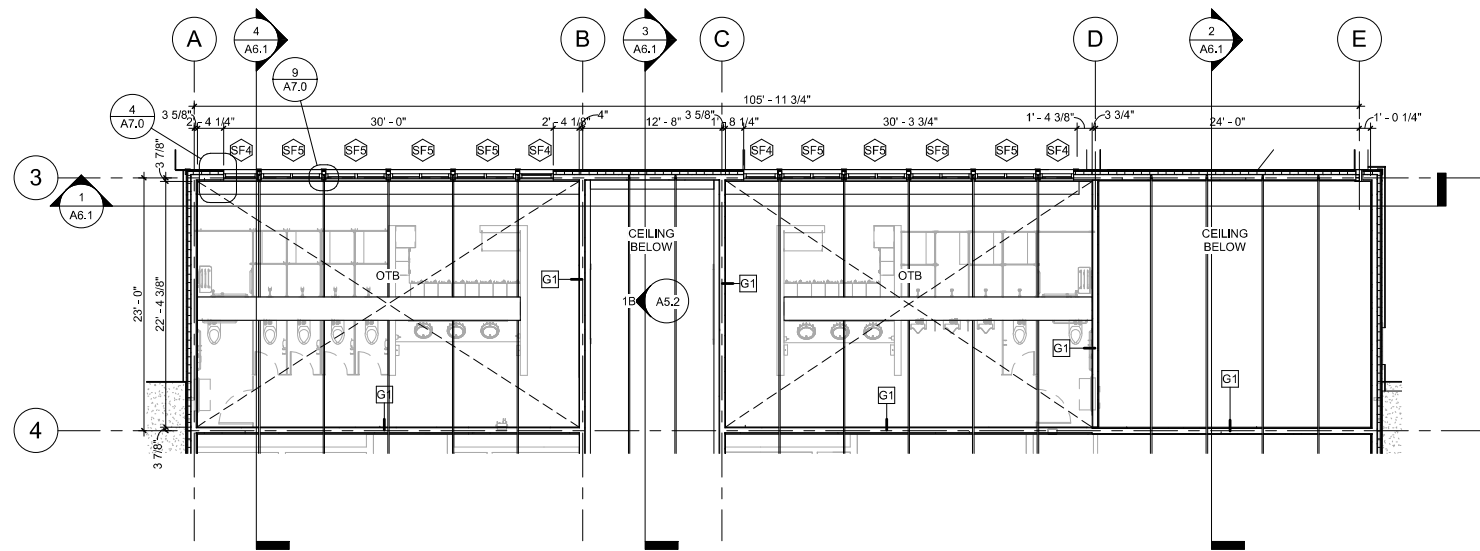
NEW WORK KEYNOTES

- INSTALL NEW CASEWORK AND KITCHEN COUNTERTOP. REFER TO EXISTING CONDITIONS DRAWINGS TO MATCH CASEWORK LAYOUT
- APPLIANCES PROVIDED BY OWNER, INSTALLED BY CONTRACTOR
- REFER TO INTERIOR ELEVATIONS FOR TOILET ACCESSORY LOCATIONS
- PATCH AND REPAIR DAMAGED EXISTING GYPSUM BOARD CEILING. PREPARE TO BE PAINTED
- CLEAN, PAINT AND VARNISH EXISTING WOOD CEILING AND STRUCTURAL WOOD BEAMS
- PAINT EXISTING CANOPY CEILING AND BEAMS
- NEW GUTTER AND DOWNSPOUTS





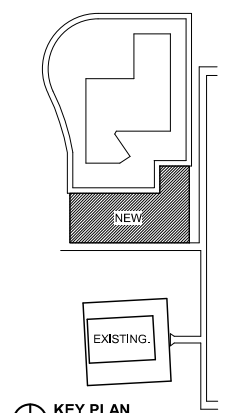
1 NEW BUILDING FIRST FLOOR PLAN
1/8" = 1'-0"



2 NEW BUILDING CLERESTORY PLAN
1/8" = 1'-0"

GENERAL FLOOR PLAN NOTES

1. REFER TO DRAWING A9.0 FOR DOOR SCHEDULE.
2. REFER TO ENLARGED PLANS FOR DIMENSIONAL INFORMATION AND PARTITION TYPES OF TAGGED AREAS SUCH AS STAIRS, ELEVATOR, AND LOCKER ROOMS.
3. COLUMN LINES AND NUMBERS ARE SHOWN FOR REFERENCE ONLY. REFER TO STRUCTURAL DRAWINGS FOR RELATED DIMENSIONS.
4. ALL EXTERIOR DIMENSIONS OF OPENINGS ARE MASONRY UNLESS OTHERWISE NOTED.
5. LOCATE DOORS 4" FROM INSIDE CORNER, UNLESS OTHERWISE NOTED.
6. REFER TO SHEET T2.0 FOR PARTITIONS HEIGHTS. EXTEND ALL PARTITIONS TO DECK ABOVE UNLESS OTHERWISE NOTED.
7. ALL CMU OUTSIDE CORNERS TO BE BULLNOSE, UNLESS OTHERWISE NOTED.
8. FLOORS TO SLOPE TOWARDS DRAINS WITH A MAX. SLOPE OF 1" PER 1'-0" AND MIN. SLOPE OF 1" PER 10'-0".
9. SEE PLUMBING SPECIFICATIONS FOR TRENCH AND FLOOR DRAIN TYPES, FLOOR DRAINS SHOWN FOR REFERENCE. REFER TO PLUMBING DRAWINGS.
10. CONTRACTOR TO INSTALL FIRE EXTINGUISHER CABINETS WHERE NOTED IN PLAN AND AS NOTED IN THE FIRE PROTECTION DRAWINGS. REFER TO SHEET T3.0 AND SPECIFICATIONS FOR ADDITIONAL INFORMATION INCLUDING CABINET TYPES.
11. CONTRACTOR TO PROVIDE GYPSUM BOARD CONTROL JOINTS THE FULL HEIGHT OF THE PARTITION SPACING OF 30'-0" O.C. MAX.
12. 2" RIGID INSULATION, MIN. 2'-0" HORIZONTALLY TO INTERIOR, MIN 2'-0" VERTICALLY BELOW FLOOR SLAB, TYPICAL UNDER FLOOR SLAB AT ALL EXTERIOR WALLS.



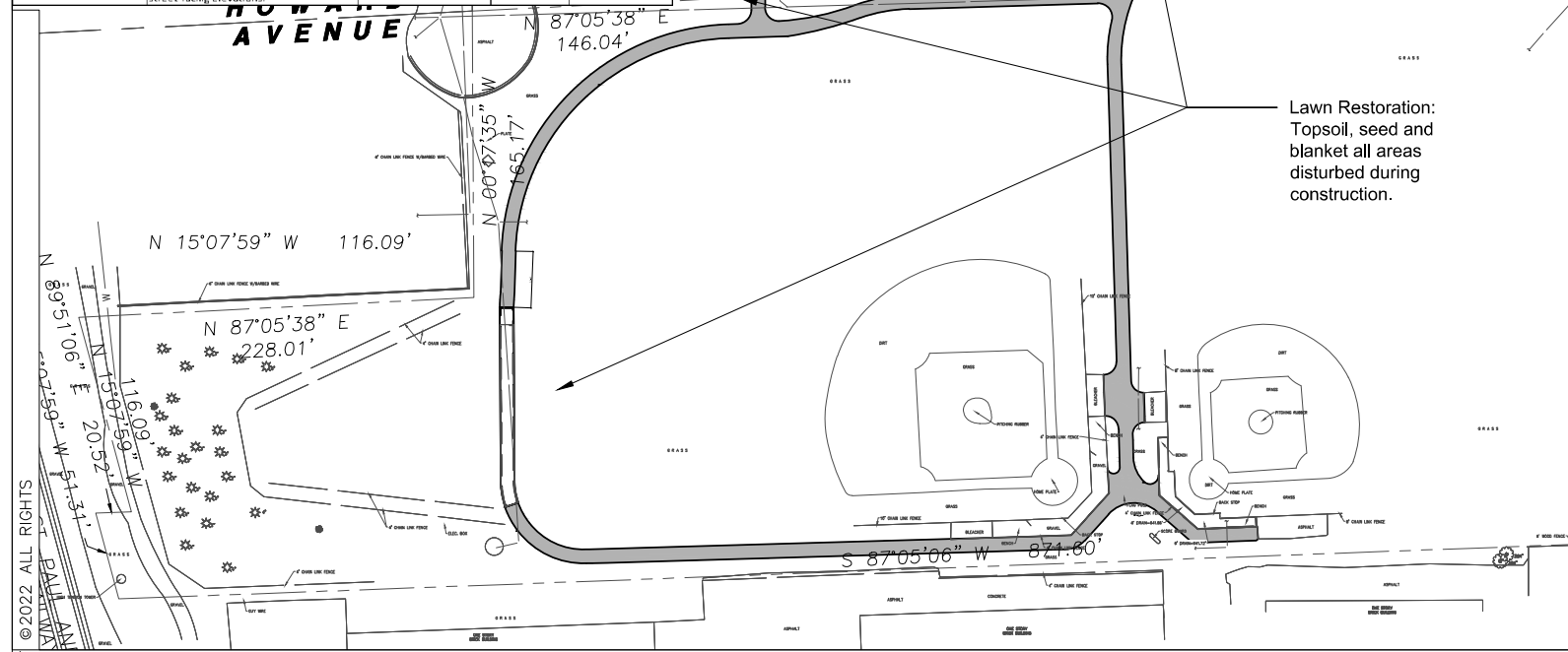
KEY PLAN
NOT TO SCALE

Botanical Name	Common Name	PLS Ounces/Acre
Permanent Grasses/Sedges/Rushes:		
<i>Bambusa nana</i>	River Bulrush	1.00
<i>Carex crinitella</i>	Crested Owl Sedge	0.50
<i>Carex lurida</i>	Bottlebrush Sedge	3.00
<i>Carex vulpinoidea</i>	Brown Fox Sedge	2.00
<i>Elymus virginicus</i>	Virginia Wild Rye	24.00
<i>Glyceria striata</i>	Fowl Mania Grass	1.00
<i>Juncus effusus</i>	Common Rush	1.00
<i>Leersia oryzoides</i>	Rice Cut Grass	1.00
<i>Panicum virgatum</i>	Switch Grass	2.00
<i>Schoenoplectus tabernaemontani</i>	Great Bulrush	3.00
<i>Scirpus atrovirens</i>	Dark Green Rush	2.00
<i>Scirpus cyperinus</i>	Wool Grass	1.00
Total		41.50
Temporary Cover:		
<i>Avena sativa</i>	Common Oat	512.00
Total		512.00
Forbs & Shrubs:		
<i>Ailisma subcordatum</i>	Common Water Plantain	2.50
<i>Asclepias incarnata</i>	Swamp Milkweed	2.00
<i>Bidens spp.</i>	Bidens Species	2.00
<i>Eupatorium perfoliatum</i>	Common Boneset	1.00
<i>Helianthus autumnalis</i>	Sneezeweed	2.00
<i>Iris virginica v. shrevei</i>	Blue Flag	4.00
<i>Lycopus americanus</i>	Common Water Horehound	0.50
<i>Mimulus ringens</i>	Monkey Flower	1.00
<i>Penthorum sedoides</i>	Ditch Stonecrop	0.50
<i>Panicaria spp.</i>	Pinkweed Species	2.00
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan	1.00
<i>Rudbeckia triloba</i>	Brown-Eyed Susan	1.50
<i>Sagittaria latifolia</i>	Common Arrowhead	1.00
<i>Senna hebecarpa</i>	Wild Senna	2.00
<i>Symphoricarpos lanceolatus</i>	Panicled Aster	0.50
<i>Symphoricarpos novae-angliae</i>	New England Aster	0.50
<i>Thalictrum dasycarpum</i>	Purple Meadow Rue	2.00
Total		26.00

REQUIREMENT CHART

Location/Distance	Requirement	Calculations	Proposed Trees	Proposed Shrubs
Section 12-10-7: Parkway Landscaping				
Along White St.	Generally, all large trees shall be planted forty feet to sixty feet (40' - 60') on center; all medium sized trees shall be planted a minimum of thirty five feet (35') on center, and all small trees shall be planted a minimum of twenty five feet (25') on center.	612' / 35' = 17.5 Trees	3 New trees 2 Existing, 17 trees total	
Section 12-10-8: Parking Lot Landscaping				
Parking Lot - Interior	No less than 5% of the interior parking lot shall be devoted to landscaping. 1 shade tree per 100 SQ FT of landscaping area.	36890' * .05 = 1845'	2100' of Landscaping / 36890' = 5.68%	2,100' of Landscaping
Parking Lot - Perimeter	Perimeter landscaping required along the end of the parking lot that is within a required yard and/or within 20 feet of a lot line. One shade tree for every 40' or perimeter landscape length. One shrub for every 3' of perimeter landscape length.	279' / 40' = 6.9 Trees 239' / 3' = 80 Shrubs	0	0
Section 12-10-10: Foundation Landscaping				
Both House	Interior lots: All interior lots shall be improved with a minimum landscape area around 25% of the foundation of the principal structures with emphasis on street-facing elevations.	358' * .25 = 90' of Landscape	91'	28

Lawn Restoration: Topsoil, seed and blanket all areas disturbed during construction.

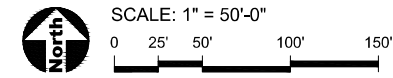


Lawn Restoration: Topsoil, seed and blanket all areas disturbed during construction.

LEGEND

- Shade Tree (circle with cross)
- Ornamental Tree (circle with various symbols)
- Shrub (circle with various symbols)
- Ornamental Grass (starburst symbol)
- Perennial and Groundcover (hatched symbol)
- Stormwater Seed Mix (dotted symbol)

Note: See Sheet L6.1 for Landscape Details, and see specifications for the seed mix information.



GENERAL NOTES: LANDSCAPE

- Notes indicated on grading plans shall pertain to landscape plans. Final grade of planting beds shall be as per grading plan.
- The landscape contractor shall be responsible for making themselves familiar with all underground utilities and structures.
- All existing plant material and trees shall be saved and protected unless otherwise noted. Contractor to protect new and existing trees and landscaping from damage and shall restore all areas disturbed as a result of construction.
- Plant material shall be supplied from Northern Illinois nursery stock, shall be dug the planting season it is installed, and shall conform to the American Association of Nurseryman's standards.
- Plant material shall be size and type specified. Substitution of plant material shall be on a case by case basis and approved in writing by the Owner's Representative. In no case shall plant material be smaller than indicated in the plans. Do not willfully proceed with plantings as designed when it is obvious that obstructions and/or grade differences exist that may not have been known during the design process. Such conditions shall be immediately brought to the attention of the Owner's Representative.
- All plant material shall be inspected and approved by the Owner's Representative prior to the installation of any and all plant material.
- Plant locations shall be flagged in field with Owner's Rep. Final location of all plant material shall be subject to approval of the Owner's Representative prior to digging any holes. The landscape contractor is responsible for providing Owner's Representative with 48 hour minimum advance notice prior to planting.
- Plants shall be watered on the day they are planted and maintained with watering until final acceptance of the project.
- Apply a pre-emergent as per manufacturer's specification prior to installing mulch.
- Beds and tree rings (6' diameter) shall have 3" of hardwood shredded mulch applied and a 4" deep spade edge at lawn. Trees that are not located in beds, shall have a tree ring.
- Landscape plant material shall be guaranteed for 12 months from final acceptance. Any plant 1/3 dead or more shall be replaced under the guarantee.
- Contractor to prepare landscape beds by roto-tilling 2" of Mushroom Compost into new beds. Do not add compost nor roto-till within drip line of existing trees.
- Lawn Seeding shall be under favorable weather conditions, and shall follow dates in specification. All irrigation shall be installed and functioning prior to seeding.
- Turf mixes shall be installed and lawn established at all disturbed areas.
- Do not overseed into mulch beds, artificial turf, and paving.
- Contractor shall restore all areas disturbed as a result of construction.
- Landscape contractor to coordinate all work with irrigation work.

PLANT LIST

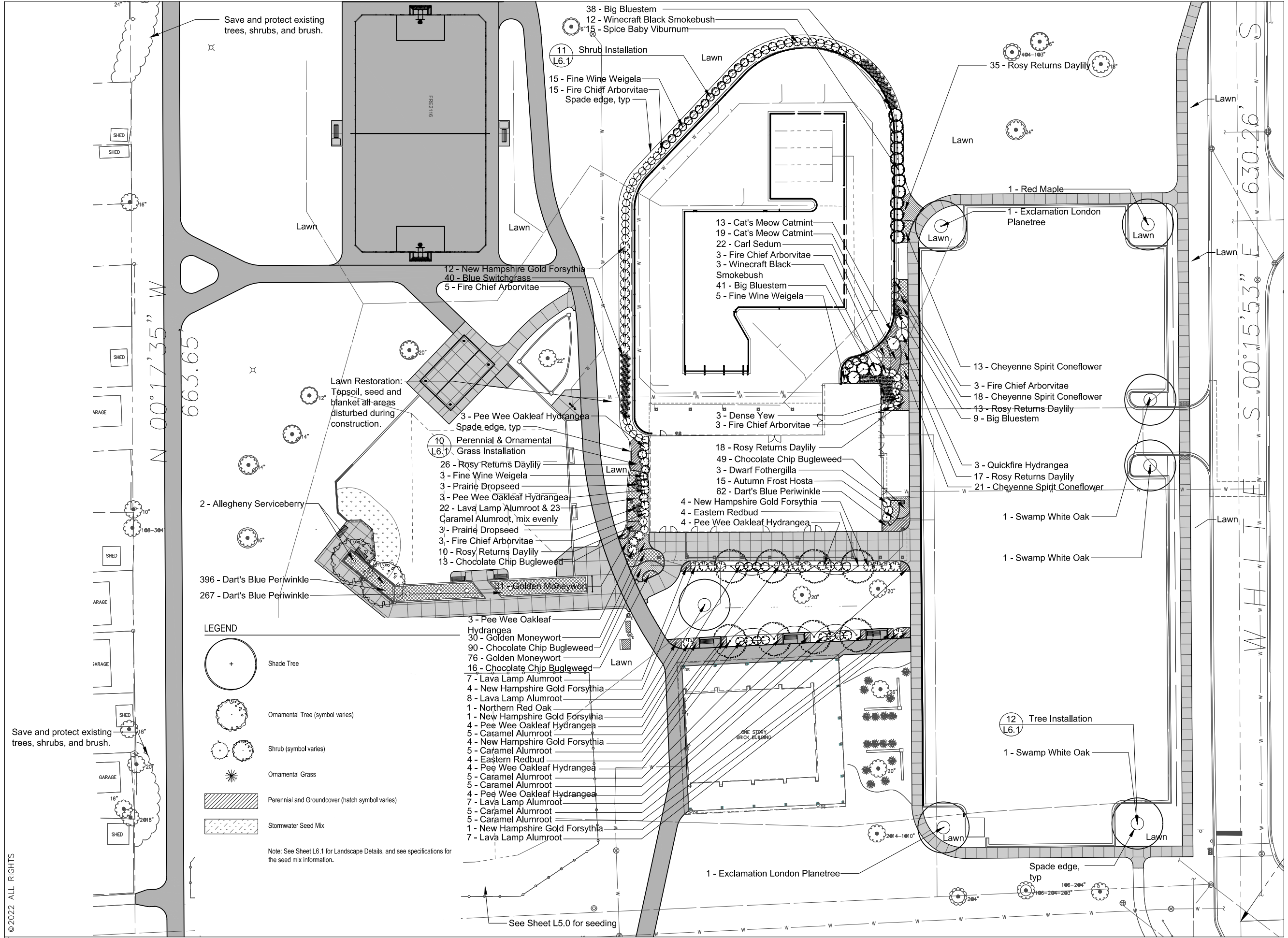
Shade Trees - Balled and Burlap			
Qty.	Size	Botanical Name	Common Name
1	2.5" cal.	<i>Acer rubrum</i>	Red Maple
1	2.5" cal.	<i>Gymnocladus dioica</i> 'Espresso'	Espresso Kentucky Coffeetree
4	2.5" cal.	<i>Quercus bicolor</i>	Swamp White Oak
1	2.5" cal.	<i>Quercus rubra</i>	Northern Red Oak
3	2.5" cal.	<i>Platanus acerifolia</i> 'Morton Circle'	Exclamation London Planetree
10	Total		

Ornamental Trees - Balled and Burlap			
Qty.	Size	Botanical Name	Common Name
2	2.5" cal.	<i>Amelanchier laevis</i>	Allegheny Serviceberry
8	2.5" cal.	<i>Cercis canadensis</i>	Eastern Redbud
2	Total		

Evergreen Shrubs - Balled and Burlap or Pot			
Qty.	Size	Botanical Name	Common Name
3	3' Ht. x 3' Spr.	<i>Taxus x media</i> 'Densiflormis'	Dense Yew
32	2' Ht. x 2' Spr.	<i>Thuja occidentalis</i> 'Fire Chief'	Fire Chief Arborvitae
35	Total		

Deciduous Shrubs - Balled and Burlap or Pot			
Qty.	Size	Botanical Name	Common Name
15	3' Ht. x 2' Spr.	<i>Cotinus coccinea</i> 'Winecraft Black'	Winecraft Black Smokebush
26	3' Ht. x 2' Spr.	<i>Forsythia x intermedia</i> 'New Hampshire Gold'	New Hampshire Gold Forsythia
3	2' Ht. x 2' Spr.	<i>Fothergilla gardenii</i>	Dwarf Fothergilla
3	2' Ht. x 2' Spr.	<i>Hydrangea paniculata</i> 'Little Quick Fire'	Quickfire Hydrangea
25	2' Ht. x 2' Spr.	<i>Hydrangea quercifolia</i> 'Pee Wee'	Pee Wee Oakleaf Hydrangea
15	3' Ht. x 2' Spr.	<i>Viburnum carlesii</i> 'Spice Baby'	Spice Baby Viburnum
23	3' Ht. x 2' Spr.	<i>Weigela florida</i> 'Bramwell'	Fine Wine Weigela
110	Total		

Perennials, Ornamental Grasses, and Groundcovers			
Qty.	Size	Botanical Name	Common Name
168	#1 Cont.	<i>Ajuga reptans</i> 'Valfodda'	Chocolate Chip Bugleweed
88	#1 Cont.	<i>Andropogon Gerardi</i>	Big Bluestem
52	#1 Cont.	<i>Echinacea</i> 'Cherry Pie Spirit'	Cherry Pie Coneflower
119	#1 Cont.	<i>Hemerocallis</i> 'Rosy Returns'	Rosy Returns Daylily
53	#1 Cont.	<i>Heuchera</i> 'Caramel'	Caramel Alumroot
51	#1 Cont.	<i>Heuchera</i> 'Lava Lamp'	Lava Lamp Alumroot
15	#1 Cont.	<i>Hosta</i> 'Autumn Frost'	Autumn Frost Hosta
137	3" Cell	<i>Lysimachia nummularia</i> 'Aurea'	Golden Moneywort
32	#1 Cont.	<i>Nepeta faassenii</i> 'Cat's Meow'	Cat's Meow Catmint
40	#1 Cont.	<i>Panicum virgatum</i>	Blue Switchgrass
22	#1 Cont.	<i>Sedum</i> 'Carl'	Carl Sedum
6	#1 Cont.	<i>Sporobolus heterolepis</i>	Prairie Dropseed
725	3" Cell	<i>Vinca minor</i> 'Dart's Blue'	Dart's Blue Periwinkle
1508	Total		



LEGEND

- Shade Tree
 - Ornamental Tree (symbol varies)
 - Shrub (symbol varies)
 - Ornamental Grass
 - Perennial and Groundcover (hatch symbol varies)
 - Stormwater Seed Mix
- Note: See Sheet L6.1 for Landscape Details, and see specifications for the seed mix information.

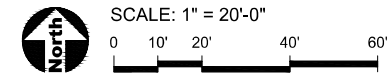


EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, the Des Plaines Park District ("**Petitioner**") desires construct various improvements to the property commonly known as 1946 and 1990 White Street, Des Plaines, Illinois, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, Ordinance No. Z-30-22 adopted by the City Council of the City of Des Plaines on _____, 2022 ("**Ordinance**"), grants approval of a map amendment and major variations to allow the construction of the proposed improvements on the Subject Property, subject to certain conditions; and

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

NOW, THEREFORE, Petitioner does hereby agree and covenant as follows:

1. Petitioner hereby unconditionally agrees to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-30-22, adopted by the City Council on _____, 2022.
2. Petitioner acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner against damage or injury of any kind and at any time.
3. Petitioner acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.
4. Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development,

construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.

DES PLAINES PARK DISTRICT

By: _____

Its: _____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2022.

Notary Public



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: September 22, 2022
To: Michael G. Bartholomew, City Manager
From: John T. Carlisle, AICP, Director of Community & Economic Development
Jonathan Stytz, AICP, Senior Planner
Subject: Consideration of Major Variations Related to Hard Surfaces at 815 Thacker Street

Issue: The petitioner is requesting the following items under the Zoning Ordinance: (i) a variation to allow the width of a residential driveway to be more than 20 feet, with approximately 2.5 parking spaces, for a residential property with no garage; (ii) a variation to allow a residential driveway on a property with no garage or carport to have no evergreen shrub landscaping along the entire exterior edge of the driveway; (iii) a variation to allow a residential walkway to be less than one foot from the property line; and (iv) a variation to allow a patio to be set back less than five feet from the property line.

A minor variation to allow a residential driveway to be less than two feet from the property line is also required, but the Zoning Administrator will consider the request separately.

Address: 815 Thacker Street
Owner: Felipe Pulido, 641 Greenview Avenue, Des Plaines, IL 60016
Petitioner: Miguel Pulido, 815 Thacker Street, Des Plaines, IL 60016
Case Number: 22-032-V
PINs: 09-19-203-069-0000; -084; -085
Ward: #3, Alderman Sean Oskerka
Existing Zoning: R-1, Single Family Residential District
Existing Land Use: Single Family Residence
Surrounding Zoning: North: R-1, Single Family Residential District
South: R-1, Single Family Residential District

East: R-1, Single-Family Residential District
West: R-1, Single Family Residential District

Surrounding Land Use: North: Single Family Residence
South: Single Family Residence
East: Single Family Residence
West: Single Family Residence

Street Classification: Thacker Street is classified as a major collector.

Comprehensive Plan: The Comprehensive Plan illustrates the site as single-family residential.

Zoning/Property History: Based on City records, there have been continuous violations attributed to this property from 2019 to present in regard to work being completed without proper building permits starting with the removal of the residential driveway. Code enforcement notified the petitioner with an enforcement letter on July 19, 2019 addressing the violations and a follow-up enforcement letter on August 7, 2019 when no response had been received and no building permit had been filed. Around August 31, 2019, the petitioner approached staff regarding a minor variation request for the driveway width and the setback of a concrete pad and patio surface. Staff informed the petitioner of the requirements for the minor variation and answered questions regarding the required submittals and process. The Zoning Administrator determined that a minor variation request could be approved—based on the attached 2019 Minor Variation Site Plan that differs from the one that has been built and is proposed as part of this request—but not before the other code violations on the property had been addressed.

On September 20, 2019, a ticket was issued for the removal of the driveway followed by a citation to attend an administrative hearing on October 3, 2019 when no response was received. The petitioner contacted staff on October 3, 2019 and the administrative hearing date was moved to November 7, 2019. The minor variation was approved on October 10, 2019 with the attached 2019 Minor Variation Site Plan. The petitioner did not show at the November 7, 2019 or December 5, 2019 hearings and the outstanding code violations had not been resolved so fines were issued and the administrative hearing case was closed.

By June 22, 2020, work had begun on the property for the driveway without proper building permits. Staff posted stop work orders and repeatedly contacted the petitioner but received no response. Staff noted that the stop order signs were removed from the residence and work was continuing on the driveway. A citation was issued on June 26, 2020 for work done without a permit. By June 29, 2020, the driveway, sidewalk, and patio surfaces had been paved on the property. On December 6, 2020, an administrative hearing was held and a final judgement was given including a fine for all work done on the subject property in 2020. This case was then escalated to Cook County Circuit Court with the first hearing in February 2021 and monthly continuances since then. The next scheduled court date is October 25, 2022, and the City Council's decision will be central in the hearing.

Project Description:

The petitioner, Miguel Pulido, is requesting Major Variations for the following: (i) to allow the width of a residential driveway to be 22’-11,” resulting in 2.55 parking spaces, where a maximum width of 20 feet is permitted for a residential property without a garage or carport; (ii) a variation to allow a residential driveway on a property with no garage or carport without the installation of evergreen shrub landscaping along the entire exterior edge of the driveway; (iii) to allow a residential walkway to be six inches from the property line where the minimum is one foot from the property line; and (iv) to allow a patio to be six inches from the property line where the minimum is five feet in the R-1 Single Family Residential District at 815 Thacker Street. These requests are related to existing structures and surfaces on the subject property that were installed without a building permit and do not comply with the applicable regulations in the Zoning Ordinance. Note that the proposed driveway width equates to 2.55 off-street parking spaces which makes the request ineligible for a minor variation under Section 12-3-6.E.1.e. The subject property is 11,878 square feet and is currently improved with a one-story, 1,561-square-foot residence as shown in the attached Plat of Survey dated February 1, 2017. Since then, the petitioner has done the following work on the subject property, which is the genesis of the variation requests:

- The existing concrete residential driveway has been widened to 22’-11” and is only six inches off the east property line;
- There is no evergreen shrub landscaping installed along the entire exterior (east) edge of the driveway for a property without a garage;
- The existing concrete residential walkway has been widened to 6’-6” and is only six inches off the east property line; and
- The existing concrete patio dimensions have been expanded to 16’-0” long by 15’-0” wide and the patio is now only six inches off the east property line.

The following code sections are in conflict with the petitioner’s request as summarized in the table below:

Zoning Regulation	Requirement	Proposal
Driveway width (no garage or carport)	Maximum 20’-0”	22’-11”, more than 2.5 parking spaces
Driveway Exterior Landscaping (required for properties without a garage or carport)	Evergreen bushes installed along the full exterior edge of the driveway	No landscaping proposed
Driveway setback from property line	Minimum 2’-0”	0’-6”
Walkway setback from property line	Minimum 1’-0”	0’-6”
Patio setback from property line	Minimum 5’-0”	0’-6”

Since the aforementioned improvements on the subject property do not meet the requirements above, a major variation request is required for each item with the exception of the driveway setback request which is a minor variation decided by the Zoning Administrator.

PZB Recommendation and Conditions: The Planning and Zoning Board (PZB) held a public hearing on September 13, 2022 to consider the requests. The Board’s discussion and rationale are captured in the excerpt to the draft minutes of the September 13, 2022 meeting. The PZB *recommended* (4-3) that the City Council *approve* all requests.

Pursuant to Section 12-3-6.G.2.c of the Zoning Ordinance, the City Council may vote to approve, approve with modifications, or deny the requests, which are included in Ordinance Z-31-22. The Council has final authority over the major variation requests. Should the City Council vote to approve the requests, staff recommends the following conditions for the major variations.

Recommended Conditions of Approval:

1. All improvements may not encroach in any easements or create any drainage concerns.
2. Petitioner must install at least three-foot-wide landscape areas on the west side of the driveway and in front of the residence populated with shrubs and perennials. A landscape plan must be submitted to the City identifying the landscape areas, their dimensions, and the names, quantity, and location of the planting material to be installed within them.
3. The plans submitted at the time of building permit application must be revised to include dimensions and labels necessary to denote the improvements and to comply with applicable City codes.
4. Petitioner must apply for and obtain all required building permits for the improvements. All documents submitted as part of the building permit application process must be sealed and signed by a design professional licensed in the State of Illinois and must comply with all City of Des Plaines building and life safety codes.

Attachments:

Attachment 1: Location and Zoning Map

Attachment 2: Plat of Survey

Attachment 3: Existing Condition Photos

Attachment 4: 2019 Minor Variation Site Plan

Attachment 5: Site & Context Photos

Attachment 6: Chairman Szabo Memo to Mayor and City Council

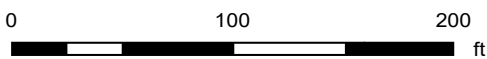
Attachment 7: Excerpt of Draft Minutes from the September 13, 2022 Planning and Zoning Board Meeting

Ordinance Z-31-22

Exhibit A: Project Narrative

Exhibit B: 2022 Major Variation Proposed Site Plan

Exhibit C: Unconditional Agreement and Consent



Print Date: 9/6/2022

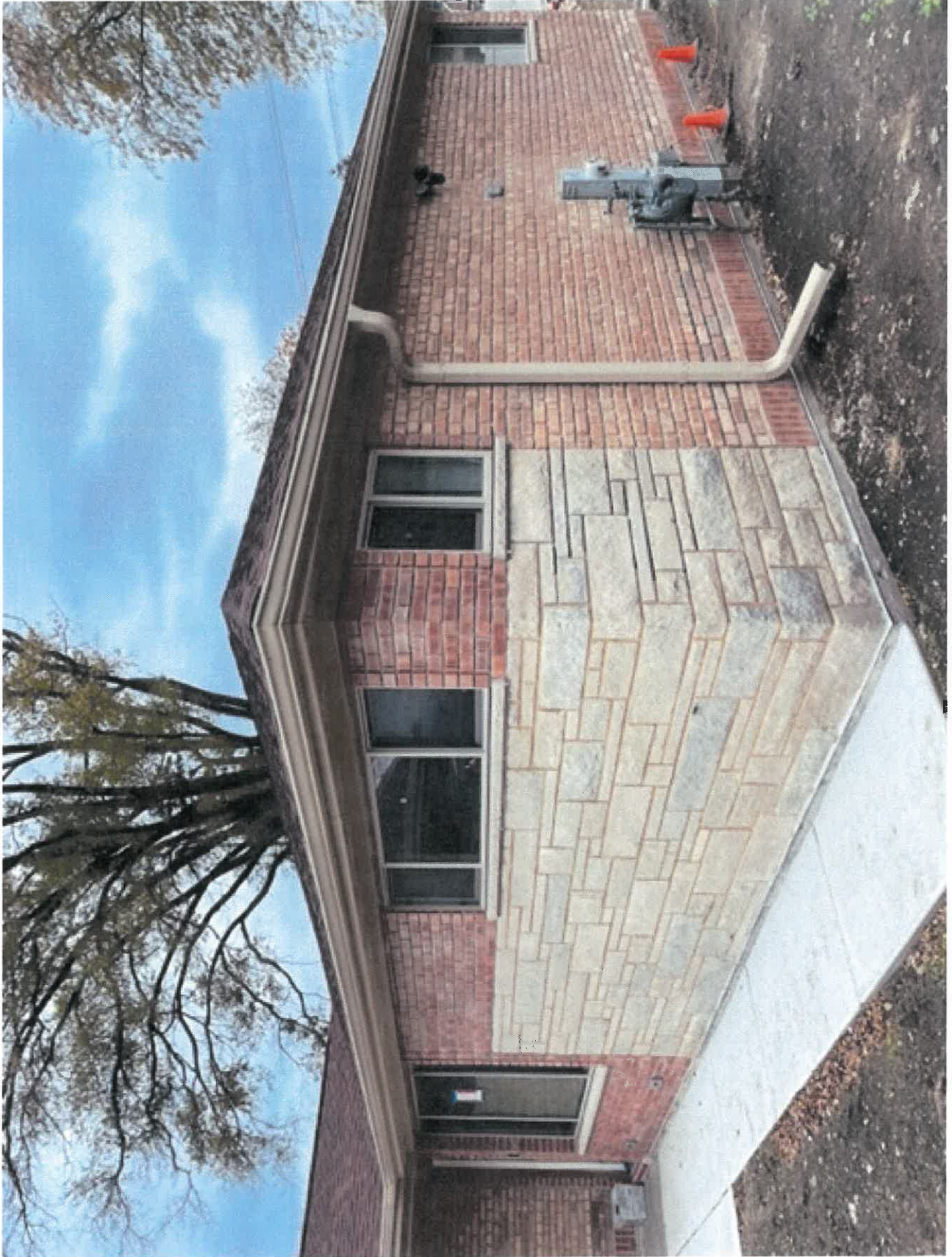
Notes

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

Current













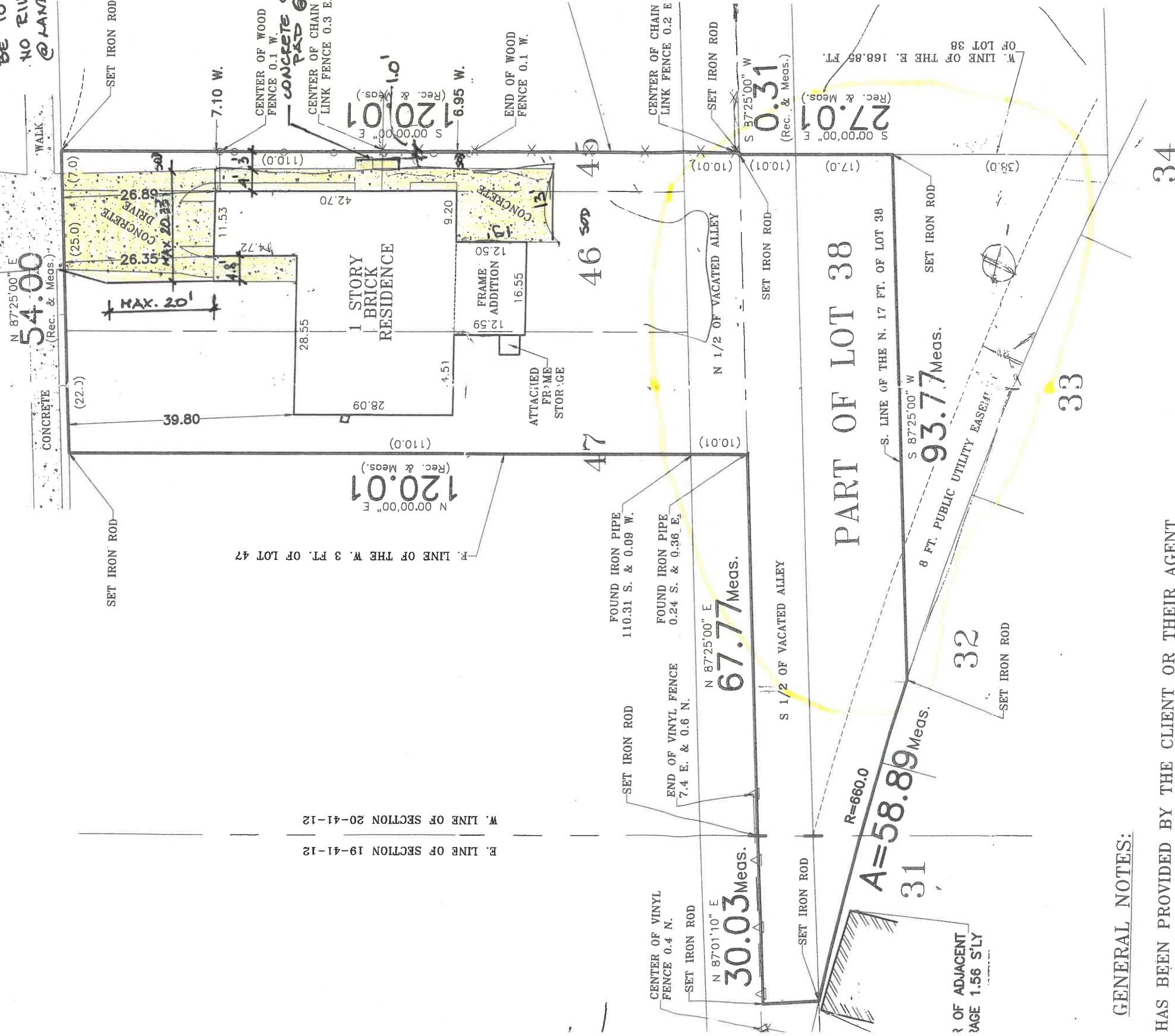
E. THACKER STREET

(100 FT. R.O.W.)

APPROVED
SITE PLAN

1" = 20'

NOTE: LANDSCAPE AREA MUST BE TURF, SOD OR FLOWERS. NO RIVER ROCKS ALLOWED @ LANDSCAPE AREAS.



GENERAL NOTES:

- HAS BEEN PROVIDED BY THE CLIENT OR THEIR AGENT.
- BUILDING LINES AND EASEMENTS AS INDICATED BY THE DOES NOT SHOW ANY RESTRICTIONS ESTABLISHED BY SUPPLIED BY THE CLIENT.
- THIS SURVEY IS AS ASSUMED NORTH.
- AS A MATTER OF URGENCY OR FOR CONSTRUCTION, OTHERWISE THIS PROPERTY WILL BE STAKED WHEN WE WORK IN THE VICINITY.
- RES MAY BE EXAGGERATED FOR CLARITY. NO DE FROM THE INFORMATION SHOWN HEREON.
- ORIGINAL SIGNATURE AND SEAL ARE OFFICIAL LEGAL COPYRIGHTED MATERIALS WITH ALL RIGHTS RESERVED.

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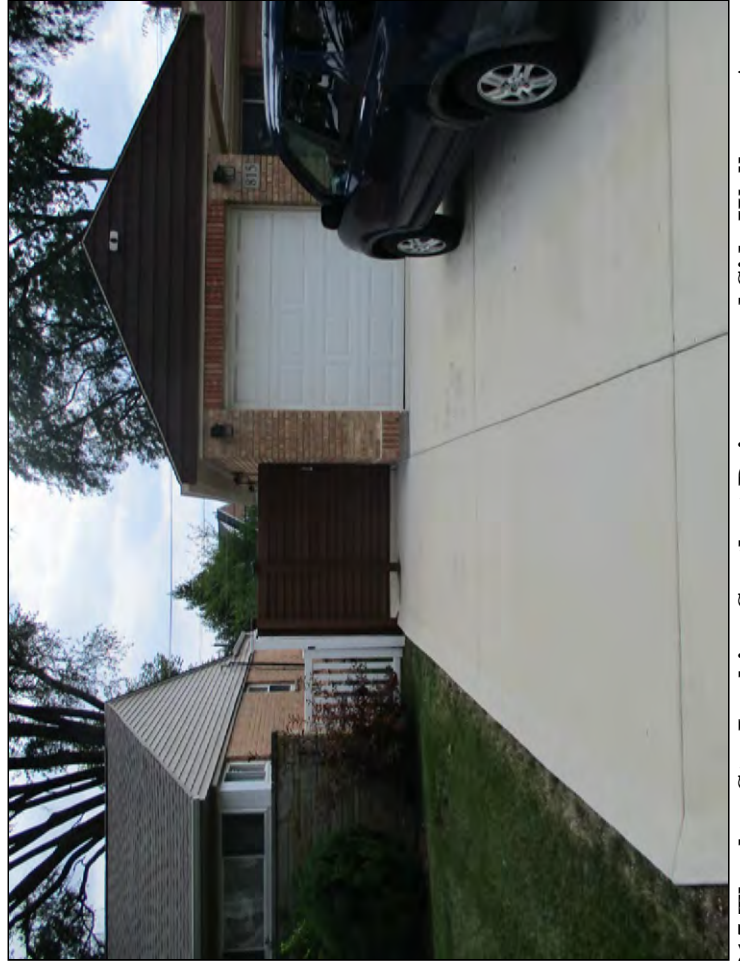
815 Thacker St – Public Notice & Front of Building



815 Thacker St – Looking South at Front Yard with Improvements



815 Thacker St – Looking South at Driveway and Front Entrance



815 Thacker St – Looking South at Driveway and Side Walkway Area



September 14, 2022

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 815 Thacker Street, 22-032-V, 3rd Ward
RE: Consideration of Major Variations for Driveway Width, Walkway and Patio Setbacks, and Driveway Landscape Requirements for Properties without a Garage or Carport

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on September 13, 2022 to consider the following items under the Zoning Ordinance: (i) a variation to allow the width of a residential driveway to be more than 20 feet, with approximately 2.5 parking spaces, for a residential property with no garage; (ii) a variation to allow a residential driveway on a property with no garage or carport without the installation of evergreen shrub landscaping along the entire exterior edge of the driveway; (iii) a variation to allow a residential walkway to be less than one foot from the property line; and (iv) a variation to allow a patio to be set back less than five feet from the property line in the R-1 Single Family Residential District at 815 Thacker Street.

1. Miguel Pulido introduced the variation requests to retain as is the existing hard surfaces that were installed on the subject, which consists of three parcels, without any permits in violation of the Zoning Ordinance. He described that part of the improvements on the property was a concrete swale, which he states has helped alleviate flooding concerns on the property. He added that many other properties have utilized concrete swales to help address water run-off and mitigate flooding concerns and showed pictures and videos to illustrate this point.
2. PZB members asked about and discussed with staff and the petitioner the timing of this request, if permits were obtained to install the surfaces on the property, if the flooding concerns expressed by the petitioner were addressed with the City, and what surfaces were approved in the 2019 Minor Variation site plan in comparison to the surfaces currently installed on the property. Throughout this process, CED staff summarized the staff report with slides noting the previous and current violations on the subject property in regard to work done without permits as well as provided clarification of code requirements and enforcement history related to the subject property.

The petitioner discussed the flooding issues on his property and surrounding properties, mentioning that they approached the City engineering department to address these concerns and were told that since it was private property, they would need to address these concerns on their own. Staff reiterated that multiple departments have worked diligently with the petitioner to address these concerns, noting that the 2019 Minor Variation site plan was approved in 2019 to address flooding issues on the property. The petitioner claimed that the 2019 Minor Variation site plan did not address the flooding issues present on the property at that time and that he could not get further assistance regarding this issue from the City. Staff confirmed that they were not made aware of the petitioner's concerns with the 2019 Minor Variation Site Plan and had difficulty communicating with the petitioner. Staff added that multiple letters were sent and stop work orders posted on the property to halt work but that no responses were received from the petitioner. Additional discussion occurred regarding the concrete swales installed on the property and where the water is diverted, specifically noting that the water is being relocated to the public street and not being

retained on the subject property. A further discussion on the installed driveway regarding its setback and width. The petitioner contested that the driveway was 18'-10" and had four-foot- wide walkway alongside it. Staff confirmed that since both surfaces directly abutted each other that the total driveway width was 22'-10". It was also noted that the 2019 Minor Variation site plan identified a three-foot-setback from the property line so additional pavement was added on both sides of the driveway without permits.

3. Two members of the public spoke on this request regarding the flooding concerns expressed by the petitioner. One individual stated that the installation of the concrete swale and grading at the rear of the property have alleviated the flooding issues that were previously present on the property. The other individual who spoke this request was a neighbor who mentioned that the improvements done on the property, among other actions of the petitioner, created flooding concerns on other properties. There was a discussion regarding whether the flood concerns expressed by the second individual where present before the improvements on the subject property were installed.
4. The PZB recommended (4-3) that the City Council *approve* the requested major variations.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James S. Szabo". The signature is fluid and cursive, with the first and last names being the most prominent.

James Szabo,
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

2. Address: 815 Thacker Street

Case Number: 22-032-V

The petitioner is requesting the following items under the Zoning Ordinance: (i) a variation to allow the width of a residential driveway to be more than 20 feet, with approximately 2.5 parking spaces, for a residential property with no garage; (ii) a variation to allow a residential driveway on a property with no garage or carport without the installation of evergreen shrub landscaping along the entire exterior edge of the driveway; (iii) a variation to allow a residential walkway to be less than one foot from the property line; and (iv) a variation to allow a patio to be set back less than five feet from the property line in the R-1 Single Family Residential District at 815 Thacker Street. A minor variation to allow a residential driveway to be less than two feet from the property line is also required, but the Zoning Administrator will consider separately.

Address: 815 Thacker Street

Owner: Felipe Pulido, 641 Greenview Avenue, Des Plaines, IL 60016

Petitioner: Miguel Pulido, 815 Thacker Street, Des Plaines, IL 60016

Case Number: 22-032-V

PIN: 09-19-203-069-0000

Ward: #3, Alderman Sean Oskerka

Existing Zoning: R-1, Single Family Residential District

Existing Land Use: Single Family Residence

Surrounding Zoning: North: R-1, Single Family Residential District
South: R-1, Single Family Residential District
East: R-1, Single-Family Residential District
West: R-1, Single Family Residential District

Surrounding Land Use: North: Single Family Residence
South: Single Family Residence
East: Single Family Residence
West: Single Family Residence

Street Classification: Thacker Street is classified as a major collector.

Comprehensive Plan: The Comprehensive Plan illustrates the site as single-family residential.

Zoning/Property History: Based on City records, there have been continuous violations attributed to this property from 2019 to present in regard to work being completed without proper building permits starting with the removal of the residential driveway. Code enforcement notified the petitioner with an enforcement letter on July 19, 2019 addressing the violations and a follow-up enforcement letter on August 7, 2019 when no response had been received and no building permit had been filed. Around August 31, 2019, the petitioner approached staff regarding a minor variation request for the driveway width and the setback of a concrete pad and patio surface. Staff informed the petitioner of the requirements for the minor variation and answered questions regarding the required submittals and process. The Zoning Administrator determined that a minor variation request could be approved—based on the attached 2019 Minor Variation Site Plan that differs from the one that has been built and is proposed as part of this request—but not before the other code violations on the property had been addressed.

On September 20, 2019, a ticket was issued for the removal of the driveway followed by a citation to attend an administrative hearing on October 3, 2019 when no response was received. The petitioner contacted staff on October 3, 2019 and the administrative hearing date was moved to November 7, 2019. The minor variation was approved on October 10, 2019 with the attached 2019 Minor Variation Site Plan. The petitioner did not show at the November 7, 2019 or December 5, 2019 hearings and the outstanding code violations had not been resolved so fines were issued and the administrative hearing case was closed.

By June 22, 2020, work had begun on the property for the driveway without proper building permits. Staff posted stop work orders and repeatedly contacted the petitioner but received no response. Staff noted that the stop order signs were removed from the residence and work was continuing on the driveway. A citation was issued on June 26, 2020 for work done without a permit. By June 29, 2020, the driveway, sidewalk, and patio surfaces had been paved on the property. On December 6, 2020, an administrative hearing was held and a final judgement was given including a fine for all work done on the subject property in 2020. This case was then escalated to Cook County Circuit Court with the first hearing in February 2021

and monthly continuances since then. The next scheduled court date is September 21, 2022, and the recommendations of the PZB will be considered in the hearing.

Project Description:

The petitioner, Miguel Pulido, is requesting Major Variations for the following: (i) to allow the width of a residential driveway to be 22'-11," resulting in 2.55 parking spaces, where a maximum width of 20 feet is permitted for a residential property without a garage or carport; (ii) a variation to allow a residential driveway on a property with no garage or carport without the installation of evergreen shrub landscaping along the entire exterior edge of the driveway; (iii) to allow a residential walkway to be six inches from the property line where the minimum is one foot from the property line; and (iv) to allow a patio to be six inches from the property line where the minimum is five feet in the R-1 Single Family Residential District at 815 Thacker Street. These requests are related to existing structures and surfaces on the subject property that were installed without a building permit and do not comply with the applicable regulations in the Zoning Ordinance. Note that the proposed driveway width equates to 2.55 off-street parking spaces which makes the request ineligible for a minor variation under Section 12-3-6.E.1.e. The subject property is 11,878 square feet and is currently improved with a one-story, 1,561-square-foot residence as shown in the attached Plat of Survey dated February 1, 2017. Since then, the petitioner has done the following work on the subject property, which is the genesis of the variation requests:

- The existing concrete residential driveway has been widened to 22'-11" and is only six inches off the east property line;
- There is no evergreen shrub landscaping installed along the entire exterior (east) edge of the driveway for a property without a garage;
- The existing concrete residential walkway has been widened to 6'-6" and is only six inches off the east property line; and
- The existing concrete patio dimensions have been expanded to 16'-0" long by 15'-0" wide and the patio is now only six inches off the east property line.

The following code sections are in conflict with the petitioner's

request as summarized in the table below:

Zoning Regulation	Requirement	Proposal
Driveway width (no garage or carport)	Maximum 20'-0"	22'-11", more than 2.5 parking spaces
Driveway Exterior Landscaping (required for properties without a garage or carport)	Evergreen bushes installed along the full exterior edge of the driveway	No landscaping proposed
Driveway setback from property line	Minimum 2'-0"	0'-6"
Walkway setback from property line	Minimum 1'-0"	0'-6"
Patio setback from property line	Minimum 5'-0"	0'-6"

Since the aforementioned improvements on the subject property do not meet the requirements above, a major variation request is required for each item with the exception of the driveway setback request which is a minor variation decided by the Zoning **Variation Findings**: Variation requests are subject to the standards set forth in Section 12-3-6(H) of the Zoning Ordinance. Staff has the following comments based on the standards. The PZB may use staff comments, the petitioner's responses, or state their own comments as rationale for their decision.

- 1. Hardship: No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty.**

Comment: Staff does not see a hardship or practical difficulty preventing the petitioner from complying with the driveway width, landscaping, and setback requirements for residential driveways, residential walkways, and patios. Generally, there is not only ample space to install each of these surfaces and their respective non-paved landscape and/or turf setback areas on the subject property in conformance with code requirements, there is nothing that qualifies as a hardship or practical difficulty on the subject property that is any different from all other residential properties, which are governed by the same regulations. The 20-foot driveway width regulation allows for a minimum of two off-street

parking spaces, as required by code, and there is ample room on site to accommodate the required two off-street parking spaces. This, in addition to the available on-street parking that is available on both the north and south sides of Thacker Street that front the subject property, negates the parking and safety concerns asserted by the petitioner as parking on the driveway apron is not necessary. A third off-street parking space was available on the subject property via a single-car-wide attached garage. However, the petitioner converted a portion of it into storage space, reducing its size so that is no longer large enough to accommodate a vehicle and therefore eliminating an off-street parking space on the subject property. It is important to note that the 2'-11" wide driveway area that is in excess of the maximum driveway width regulation is only a partial parking space so its removal to make the driveway compliant with the code would not remove available off-street parking from the property. The front and interior side yards provide more than enough room and design flexibility to meet the petitioner's needs and meet the code requirements. As these requests do not constitute a defined hardship or practical difficulty, approving the variation requests would undermine the setback regulations and reward work done without proper permitting.

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

Comment: Staff does not see a unique physical condition on the subject property that warrants the requested variations. In fact, this property consists of three parcels (collectively one zoning lot) and is larger than all of the residential properties in the immediate vicinity, giving the petitioner ample space to locate and design improvements to comply with all applicable codes. While the rear portion of the property has an irregular shape, this in no way affects the surfaces that are the subject of the variation requests. The petitioner has made improvements to address topographical aspects of the property related to flooding on the property and has credited the installation of the concrete swales as an impactful solution to these issues. While the concrete swales may alleviate these concerns, staff argues that these swales would still be effective even if relocated to meet the appropriate setback requirements. In fact, the decrease of paved area near the property lines, especially along the side of the residence, would further help alleviate water run-off concerns expressed by the petitioner. Thus, the variation requests appear to be more of a personal preference and convenience of the property owner instead of a definable physical condition. Nonetheless, see the Petitioner's responses to Standards for Variations.

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

Comment: While the subject property's location and size may not be a result of any action or inaction of the property owner, the subject property was purchased with the understanding of these attributes and conditions. Additionally, the further development of the subject property through interior/exterior remodeling of the residence, site grading, and the installation of the multiple hard surfaces—including the aforementioned driveway, walkway, and patio surfaces that are subject of the variation requests—are the direct result of the petitioner. In any case, it is staff's opinion that the proposal does not adequately utilize the available space and access on the site or appropriately design the proposed improvements to avoid the need for variations. Nonetheless, see the Petitioner's responses to Standards for Variations.

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

Comment: Carrying out the strict letter of this code for the driveway width and various hard surface setback regulations does not deprive the property owners of substantial rights. First, while some homeowners may have larger garages or additional space that allows them to install larger pavement areas on their properties, having the ability to construct these larger pavement areas is not, in and of itself, a right granted to property owners. All residential properties are governed by the same setback requirements in Section 12-7-1.C of the Zoning Ordinance regardless of size, shape, and development. Enforcing the setback requirements does not deny the property owners from constructing the hard surfaces on the subject property but requires said hard surfaces to conform with the applicable setback requirements that apply to all residential properties. The argument that the requested variations for work done on the subject property without permits shall be approved solely because other residential properties have existing non-conforming surfaces near or abutting property lines is dubious, as property nonconformities are common enough that property owners throughout Des Plaines must work with what they have, so to speak. All obstructions in required yards, such as driveways, walkways, patios, etc., are held to the same standards under Section 12-7-1.C, so enforcing the minimum setback requirements would not deprive the property owner from any substantial rights enjoyed by other single-family residential properties.

- 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: Granting this variation would, in fact, provide a special privilege for the property owner not available to other single-family residential properties. Namely, the hard surfaces that are the subject of the variation requests were installed on the property without permits in violation of the Zoning Ordinance. Approving the variations under this condition, even if merit is found for any of the requests, reinforces improper actions by the homeowner that would not be eligible for other residents. While other properties may have existing non-conformities in relation to driveway, walkway, and patio setbacks for surfaces established through earlier regulations—and have repaired said non-conformities regularly—this does not compare to the proposal on the subject property for new non-conformities created without permits in direct violation of the current codes. The aforementioned consideration for setbacks indicates to staff that variation decisions are made on a case-by-case, project-by-project basis upon applying the variation standards. In those evaluations, the determining body (e.g. PZB and/or City Council) usually looked to see if the applicant exhausted design options that do not require a variation. In this case, it seems there are different design options and positions for the surfaces on this site, given the ample space in the front and side yards. Granting a variation for this design, when other viable options are available, could be too lenient and tread into the territory of allowing a special privilege. Nonetheless, the PZB and Council should decide.

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

Comment: On one hand, the project would allow re-investment into a single-family home, which the Zoning Ordinance and Comprehensive Plan want to encourage. However, the proposed hard surfaces, including their dimensions and setbacks, is largely for the benefit of the property owner. For one, the existing driveway is currently able to accommodate multiple vehicles on the subject property without a perceived impact on the street and alley. The previous attached garage, a portion of which was converted into storage space making it unusable for vehicle parking, did provide another off-street space in addition to the driveway. The proposal not only fails to provide additional adequate off-street parking space outside of the requirements on the site but also adds additional impervious surfaces on the property with known flooding and drainage concerns, neither of which aligns with Chapter 7: Water Resource Management of the Comprehensive Plan. Moreover, staff's review concludes that there are reasonable options for redesigning the hard surfaces on site to provide adequate parking, pedestrian access, and recreation space without needing relief from the required setback regulations.

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

Comment: There are multiple alternatives to the proposed setback variations being requested by the petitioner. First, the driveway width regulation allows for a 20-foot-wide driveway surface that is more than enough space for vehicle access and parking. Repurposing the space previously utilized as an attached single-car-wide garage would provide an additional off-street parking space. Further, the space between the residence and the east property line is more than sufficient to accommodate a walkway with concrete swale for paved pedestrian access and the one-foot-wide non-paved separation area. Alternatively, the existing walkway installed along the other side of the residence could be widened where there is even more space to design and accommodate a wider walkway. If additional drainage needs are realized, a drainage system along the side of the residence or walkway could be installed to handle water run-off instead of excessive paved areas or concrete swales. The rear portion of the site is expansive and could easily be utilized for patio space that is nowhere near property lines. The existing patio at the back of the house could also be expanded to the south away from the house while still maintaining the required 5'-0" setback requirement from the property line. The identified receptacle pad alongside the house could also be positioned and designed against the residence to attach to the walkway while also being located a minimum of one foot off the property line. Given the multiple alternatives available, the PZB may wish to ask why certain alternative designs are not feasible.

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 request for the setback reduction is not, in staff's opinion, the minimum measure of relief to address the petitioner's concerns. Instead, the petitioner could redesign the proposed hard surface areas to better utilize the available property and to meet the requirements.

PZB Procedure and Recommended Conditions: Under Section 12-3-6(G) of the Zoning Ordinance (Major Variations), the PZB has the authority to recommend approval, approval subject to conditions, or denial of the major variation requests for the single-family residence at 815 Thacker Street. The decision should be based on review of the information presented by the applicant and the standards and conditions met by Section 12-3-6(H) (Findings of Fact for Variations) as outlined in the Zoning Ordinance. The City Council has the final authority. If the PZB recommends approval of the requests, staff recommends the conditions below.

Recommended Conditions of Approval:

1. No easements are affected or drainage concerns are created.
2. Minimum three-foot-wide landscape areas shall be installed on the west side of the driveway and in front of the residence populated with shrubs and perennials. A landscape plan shall be provided identifying the landscape areas, their dimensions, and the names, quantity, and location of the planting material to be installed within them.

3. That plans are revised at time of building permit to display all dimensions and labels necessary to denote the proposed improvements and to comply with applicable City of Des Plaines codes.
4. That all appropriate building permit documents and details are submitted as necessary for the proposed hard surfaces. All permit documents shall be sealed and signed by a design professional licensed in the State of Illinois and must comply with all City of Des Plaines building and life safety codes.

Attachments:

Attachment 1: Location and Zoning Map

Attachment 2: Plat of Survey

Attachment 3: Existing Condition Photos

Attachment 4: 2019 Minor Variation Site Plan

Attachment 5: Project Narrative and Petitioner's Responses to Standards for Variation

Attachment 6: 2022 Major Variation Proposed Site Plan

Attachment 7: Site & Context Photos

Chair Szabo swore in Miguel Pulido, Mr. Pulido is the petitioner. Mr. Pulido stated the reason for applying for the variations is to keep the concrete as it is. The reason he did it is because his property had continued issues with extreme flooding. He said the cement work and swale collect and reroutes the runoff and it is typical every other house on the block. He feels the swale has helped to protect neighbors from flooding. Mr. Pulido stated that the Des Plaines City Engineer, Mr. La Berg, was out 3 weeks ago and even checked the grading mentioning that he should keep it. Mr. Pulido showed photos and videos of before and after the concrete work. Mr. Pulido showed a video after last heavy rain showing no puddling because driveway was pitched towards the swale and goes down to the storm drain. Mr. Pulido stated all his neighbors love the work because it is protecting their properties as well. Mr. Pulido is asking that we leave the work as is and move on to allow the variation and permit.

Chair Szabo asked if this work was done two years ago, how did you end up here tonight?

Mr. Pulido stated that there is a lawsuit going on. And this is the next step to finalize it. Mr. Pulido stated that he had a partial permit to start but he did not agree with all of the restrictions, so he was working to get a full permit. He states his work is typical and within code.

Member Hofherr asked how many violations or citations Mr. Pulido has had with the City of Des Plaines for work without permits.

Mr. Pulido stated he has been in court every two months since 2020 and they have all been continued since he is working with zoning. Mr. Pulido stated the fee was dismissed but he had a fine that was around \$1000.

Member Hofherr said it took numerous tickets before you came through to get this resolved. I am sure they told you that you need a permit.

Member Saletnik asked the staff at what point did engineering get involved and why did it take two years to get it resolved?

Jonathan Stytz, Senior Planner, responded that staff has been working with the petitioner since 2019 but is unaware of the exact date that engineering became involved. Senior Planner Stytz mentioned that additional information will be provided to answer this question in the review of the staff report.

Chair Szabo asked staff to review the staff report, which Senior Planner Stytz did.

Senior Planner Stytz explained that staff stated that in July 2019 Code Enforcement sent a letter to Mr. Pulido for work being done without a permit and sent a follow-up letter on August 7, 2019 when no response had been received and no building permit had been filed. Around August 2019 the petitioner submitted a permit for a minor variation to help alleviate the flood concerns expressed and to allow additional parking spaces. Senior Planner Stytz displayed and discussed the minor variation site plan that was approved in 2019, identifying what surfaces were approved. He added that the corresponding building permit for the minor variation site plan was approved but never picked up by the petitioner.

Staff further described that in 2022, work began on the driveway without any permits. Des Plaines Code Enforcement staff posted stop work orders which were not followed. A diagram was shown and explained of what was approved in 2019 versus what was completed in 2022. He mentioned that there were no building permits for the work completed in 2022.

Staff explained each of the variations requested by the petitioner, noting that there was a recent remodel to the home that removed an existing attached garage, classifying the property as having no garage or carport, and now requiring a major variation for the proposed driveway width request. He also added that properties without a garage or carport are required to install landscaping along the full exterior edge of the driveway.

Member Hofherr asked if the City was aware of the hard surfaces installed on the property and approved of them or if the hard surfaces were installed without approval until they were addressed by the City.

Staff recalled that 2019 Minor Variation was approved to address the flooding and parking concerns expressed by the petitioner and referred to the 2019 Site Plan noting the approved hard surfaces and their dimensions.

Member Saletnik asked to go back to the site plans for questions. He asked the petitioner if he addressed the swale and drainage problem with the city before doing the work.

Mr. Pulido once again stated that the work is typical of other homes on Thacker. I did it to protect against the extreme flooding. Mr. Pulido stated that the City Engineer was out and checked it out and reported to the court that the grading in my backyard is perfect and my concrete should remain to keep his neighbor's property dry.

Staff went over other slides showing violation of current codes including driveway, sidewalk, and patio extensions in addition to the removal of the existing garage removed.

Member Catalano asked if Engineering was involved and whether they authorized it?

Senior Planner Stytz stated that engineering was involved in 2019 but he is not aware of any current engineering report.

Chair Szabo swore in Tim Burchard, 823 East Thacker. Mr. Burchard said he is a neighbor of Mr. Pulido. Mr. Burchard's father has lived in the house for 30 years. He stated that this is the first time in 30 years that he did not have pooling in his yard. He stated that before the concrete was done that he would have puddled in his and his neighbors' yards. Mr. Burchard stated he has no objections to the variations. Mr. Burchard also stated that he talked to the engineer and stated Mr. La Berg agreed that the swale does help with the water retention issue.

Chair Szabo swore in Jove Joy, 795 East Thacker, two houses west of Mr. Pulido. Mr. Joy stated that Mr. Pulido has been doing a lot of work the last few years including a roof, siding and concrete and did not know if he has had permits. Mr. Joy stated that when Mr. Pulido built his driveway, he put all the dirt on his additional property which is located behind him. He believes he is using the dirt to increase the height of his yard causing flooding in the neighboring yards. He believes the other neighbor that is affected has already reported to the city. Mr. Joy stated he does not have any pictures, but he can bring some next time. Mr. Joy stated his other neighbor is also having problems but was not available to come to the meeting. He was just responding to letter sent.

Member Fowler asked staff if the triangular properties in the back have anything to do with this variation.

Staff stated no the two triangle properties in the back do not affect the variations we are discussing.

Member Weaver stated that he is concern about the accomplished drainage for the few houses that was done without permit is channeling the water to other areas. Channeling water does not make it go away. Where is that water going?

Mr. Pulido states that the water is channeling and draining into the lawn and down the storm drain not causing accumulation. Also, the city walkway has a control joint that stops the water between your driveway and the city sidewalk.

Chair Szabo asked if Engineer La Berg went to court and said that the work is fine. Did he sign off on what you have done?

Mr. Pulido stated yes, Engineer La Berg came out to court, and it was continued until September 2022 depending on the outcome of this meeting.

Staff stated that the first circuit court meeting was in February of 2021 and has been continued monthly since then. The next meeting will be September 21, 2022. Based on the determination of tonight's meeting we will relay the information to the Circuit Court Case.

Member Catalano stated that Mr. Pulido solved his drainage problems. But we need verification from Engineer La Berg and Mr. Catalano suggested we table this until we talk to Engineer La Berg.

Member Weaver stated that the case before us and the Cook County circuit court is fees for not having a permit and not obeying the stop work orders. Mr. Pulido has had a three-year process of not getting approval. This is not about whether Mr. Pulido's solution is working. This is still a case about the building permit process not being followed.

Mr. Pulido stated that he is sorry for the past and he was just trying to get things done for his family to be able to move into the house. He stated he is sorry for not following the process, but he wants to continue working and building in Des Plaines. He stated he just wants to move on from this.

Member Veremis asked if the court case was only dealing with fines and penalties if the outcome of this meeting would affect circuit court.

Staff stated that the motion or decisions from this meeting will be considered by the court in their proceedings.

A motion was made by Board Member Fowler, seconded by Board Member Saletnik to recommend approval of the following items: (i) a variation to allow the width of a residential driveway to be more than 20 feet, with approximately 2.5 parking spaces, for a residential property with no garage; (ii) a variation to allow a residential driveway on a property with no garage or carport without the installation of evergreen shrub landscaping along the entire exterior edge of the driveway; (iii) a variation to allow a residential walkway to be less than one foot from the property line; and (iv) a variation to allow a patio to be set back less than five feet from the property.

AYES: Fowler, Saletnik, Veremis, Szabo,
NAYES: Weaver, Catalano, Hofherr
ABSTAIN: None

*****MOTION CARRIES BY A 4 TO 3 VOTE****

CITY OF DES PLAINES

ORDINANCE Z – 31 - 22

AN ORDINANCE APPROVING MAJOR VARIATIONS FOR RESIDENTIAL DRIVEWAY WIDTH, RESIDENTIAL WALKWAY SETBACK, AND PATIO SETBACK AT 815 THACKER STREET (Case #22-032-V).

WHEREAS, Miguel Pulido (“*Petitioner*”) is the lessee of the 11,878-square-foot property commonly known as 815 Thacker Street, Des Plaines, Illinois (“*Subject Property*”); and

WHEREAS, the Subject Property is located in the R-1 Single Family Residential District of the City (“*R-1 District*”); and

WHEREAS, the Subject Property is improved with a one-story, 1,562-square-foot residence (“*Residence*”) and paved driveway, residential walkway, and patio surfaces; and

WHEREAS, the Subject Property does not have a garage or carport; and

WHEREAS, pursuant to Section 12-7-1.C of the City of Des Plaines Zoning Ordinance of 1998, as amended (“*Zoning Ordinance*”), walkways must be located a minimum of one foot from the property line and patios must be located a minimum of five feet from the property line; and

WHEREAS, pursuant to Section 12-9-6.B of the Zoning Ordinance, residential driveways on properties without a garage or carport may not exceed 20 feet in width and must be improved with evergreen shrub landscaping not exceeding three feet in height along the full exterior edge of the driveway; and

WHEREAS, the Petitioner constructed a (i) 16-foot-long by 15-foot-wide patio surface (“*Patio*”) located six inches from the property line from the property line, in violation of Section 12-7-1.C of the Zoning Ordinance; (ii) six-foot, six-inch-wide residential walkway (“*Walkway*”) located six inches from the property line, in violation of Section 12-7-1.C of the Zoning Ordinance; and (iii) 22-foot, 10-inch-wide residential driveway (“*Driveway*”) that does not have evergreen shrub landscaping, in violation of Section 12-9-6.B of the Zoning Ordinance, (collectively, the Patio, Walkway, and Driveway are the “*Improvements*”); and

WHEREAS, in order to allow the construction of the Improvements on the Subject Property, the Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development (“*Department*”) for the following major variations: (i) a variation from Section 12-7-1.C of the Zoning Ordinance to reduce the minimum patio setback from five feet to six inches for the Patio (“*Patio Setback Variation*”); (ii) a variation from Section 12-7-1.C to reduce the minimum residential walkway setback from one foot to six inches for the Walkway (“*Walkway Setback Variation*”); (iii) a major variation from Section 12-9-6.B to increase the maximum width of a residential driveway with no garage or carport from 20 feet to 22-feet, 10-inches for the Driveway (“*Driveway Width Variation*”); and (iv) a major variation from Section 12-9-6.B to eliminate the required evergreen shrub landscaping along the exterior edge of the Driveway (“*Driveway Landscaping Variation*”) (collectively the “*Requested Variations*”); and

WHEREAS, Felipe Pulido (“*Owner*”) is the owner of the Subject Property and has consented to the Petitioner’s application; and

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

WHEREAS, within 90 days after the date of Petitioner's application, a public hearing was held by the PZB on September 13, 2022, pursuant to publication of notice in the *Des Plaines Journal* on August 24, 2022; and

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

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

WHEREAS, on September 14, 2022, the PZB filed a written report with the City Council summarizing the testimony received by the PZB and stating that the PZB’s motion to recommend approval of the Requested Variations passed by a vote of 4-3, subject to certain conditions; and

WHEREAS, the Petitioner made representations to the PZB with respect to the Requested Variations, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting the Requested Variations subject to certain terms and conditions; and

WHEREAS, the City Council has studied the written report of the PZB, the applicable standards set forth in the Zoning Ordinance, and the Staff Memorandum dated September 22, 2022, including its exhibits, which form part of the basis for this Ordinance;

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

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

SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY. The Subject Property is legally described as follows:

THE WEST 7 FEET OF LOT 45, LOT 46, LOT 47 (EXCEPT THE WEST 3 FEET THEREOF) IN BLOCK 3, IN DES PLAINES VILLAS, A RESUBDIVISION OF CERTAIN LOTS AND BLOCKS IN HOMERICAN VILLAS, SAID

HOMERICAN VILLAS BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 20 (EXCEPT THE EASTERLY 503.0 FEET MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF), ALSO THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19 (EXCEPT THE WEST 173.0 FEET THEREOF),

ALSO, THE NORTH HALF OF THAT PART OF THE VACATED EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING THE ABOVE DESCRIBED PROPERTY.

ALSO, THE NORTH 17.0 FEET OF THE NORTH 55.0 FEET (EXCEPT THE EAST 168.85 FEET AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF) OF LOT 38 IN BLOCK 3 IN DES PLAINES VILLAS, A RESUBDIVISION OF CERTAIN LOTS AND BLOCKS OF HOMERICAN VILLAS, SAID HOMERICAN VILLAS BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 20 (EXCEPT THE EASTRLY 503.0 FEET MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF); ALSO THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19 (EXCEPT THE WEST 173.0 FEET THEREOF), ALL IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO, THE SOUTH HALF OF THAT PART OF THE VACATED EAST AND WEST ALLEY LYING NORTH OF AND ADJOINING THE ABOVE DESCRIBED PROPERTY.

PINs: 09-19-203-069-0000; -084; -085
Commonly known as 815 Thacker Street, Des Plaines, Illinois.

SECTION 3. REQUESTED VARIATIONS.

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

B. Patio Setback Variation. The City Council finds that the Patio Setback Variation satisfies the standards set forth in Section 12-3-6.H of the Zoning Ordinance and, pursuant to the City's home rule powers, finds that the Patio Setback Variation is otherwise necessary and

appropriate. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council hereby grants the Patio Setback Variation for the Subject Property to the Petitioner.

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

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

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

A. Compliance with Law and Regulations. The development, use, operation, and maintenance of the Improvements and the Subject Property by the Petitioner must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. Compliance with Plans. The development, use, and maintenance of the Improvements and the Subject Property shall be in substantial compliance with the following plans

below, except for minor changes and site work approved by the Director of the Department of Community and Economic Development in accordance with applicable City codes, ordinances, and standards:

1. The “Project Narrative” consisting of two sheets, prepared by Petitioner, and undated, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit A**; and

2. The “2022 Major Variation Proposed Site Plan” consisting of one sheet, prepared by the Petitioner, and undated, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**.

C. Additional Conditions.

1. The Improvements may not encroach in any easements or create any drainage concerns.

2. Petitioner must install at least three-foot-wide landscape areas on the west side of the Driveway and in front of the residence populated with shrubs and perennials. A landscape plan must be submitted to the City identifying the landscape areas, their dimensions, and the names, quantity, and location of the planting material to be installed within them.

3. The plans submitted at the time of building permit application must be revised to include dimensions and labels necessary to denote the Improvements and to comply with applicable City codes.

4. Petitioner must apply or and obtain all required building permits for the Improvements. All documents submitted as part of the building permit application process must be sealed and signed by a design professional licensed in the State of Illinois and must comply with all City of Des Plaines building and life safety codes.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than seventy-five dollars (\$75.00) or more than seven hundred and fifty dollars (\$750.00) for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the Petitioner fails to develop or maintain the Subject Property in accordance with the requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance, the approvals granted in Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the R-1 District. Further, in the event of such revocation of the Requested Variations, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner.

SECTION 6. EFFECT. This Ordinance authorizes the use and development of the Subject Property in accordance with the terms and conditions of this Ordinance and shall prevail against other ordinances of the City to the extent that any might conflict.

SECTION 7. LIMITATIONS. The Requested Variations will expire 12 months after the City Council's approval of this ordinance unless a Residence permit is issued and construction commenced in accordance with the terms and conditions of this Ordinance. The Zoning Administrator may extend the Requested Variations if the Petitioner requests an extension in accordance with Section 12-3-6.L of the Zoning Ordinance.

SECTION 8. EFFECTIVE DATE.

A. This Ordinance shall be in full force and effect only after the occurrence of the following events:

1. its passage and approval by the City Council in the manner provided by law;
2. its publication in pamphlet form in the manner provided by law;
3. the filing with the City Clerk by the Petitioner and the Owner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating the Petitioner's consent to its recordation. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as **Exhibit C**; and

4. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

B. In the event that the Petitioner and the Owner do not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 8.A.3 of this

Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

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

PASSED this _____ day of _____, 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

Variation Application

815 E. Thacker St.
Des Plaines, IL 60016
mpulido641@gmail.com

I am writing concerning my one story residential home in the city of Des Plaines. In the hopes to soon live there with my wife and three daughters that are currently attending Forest Elementary School.

The driveway measures 22 feet 11 inches of that 4 feet is the sidewalk leading to the front door, leaving 18 feet 11 inches just enough space to park two cars. The driveway, sidewalk, and patio on the east side all remain 6 inches away from the property line including a concrete swale to run off water. The lowpitch valley long roof caused flooding and standing water between my home and my neighbor's home at 823 E. Thacker St.. This concrete driveway was completed 3 years ago and my neighbor has resided at their home for over 30 years. They recognized the problem of constant flooding and once my driveway was in place the space between our homes has been without flooding since. If the concrete swale were to be removed by cutting it off the area will begin to flood again like it would before the construction of the driveway since there'd be nothing to route it out to the street onto the storm drain.

1. Hardship: if it is decided that we cut off some of the concrete we would have trouble parking our 2 cars and having enough space for our walkway into our home. And the runoff water ponding between 815 and 823. My daughter will start driving in the future and with barely any parking space we would have to park on the apron and block the view of our neighbor when he is backing out of his driveway onto the street and can cause an accident.
2. Unique Physical Condition: This is not a unique situation since I have seen other properties with a swale at the property line. The only reason why the driveway is 22 feet and 11 inches is because our 4 foot walkway to our front door is conjoined with the driveway.
3. Not Self-Created: The swale was mainly created because of the runoff water. The runoff water would pond between the properties in heavy rain and the ponding could have weathered our home foundation and cracked the foundation making a bigger problem.
4. Denied Substantial Rights: Other properties with the same situation have been granted the right to have a concrete swales or just concrete up to the property lines. There are lots of examples like the property at 462 E Thacker st, 1302 6th ave, 690 North ave, 821 E grant Dr, 161 Mt prospect Rd, and 1302 S 6th ave in Des plaines
5. Not Merely Special Privilege: The swail should stay since it will benefit me and my neighbors. The water will be channeled out instead of making a swamp between 815 and 823 E thacker st. With the water swamping between the houses, it will flood the area where his A/C unit and gas meter are located.

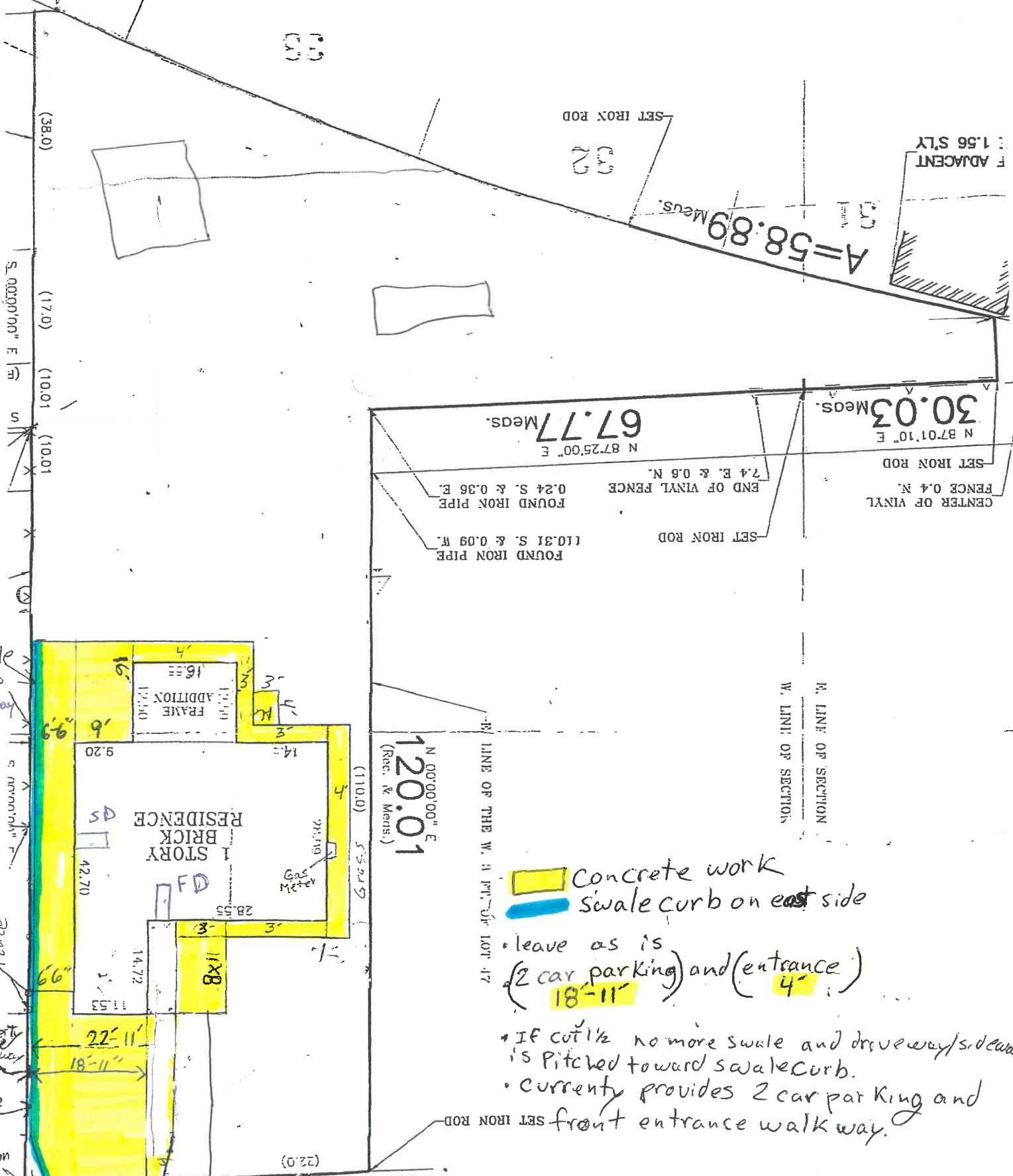
Variation Application

6. Title And Plan Purposes: This variation would be the best solution to the ponding. It would be the best solution because the water will have somewhere to go since slope and swale direct the water to the front.
7. No Other Remedy: there is no other good solution to stop the ponding between 815 and 823. This is the best solution because it controls where the water is going and there has already been major improvements because the water has stopped ponding between the houses and kept the area nice and dry.
8. Minimum Required: Keeping the swale is the minimum measure of relief. If we remove the swale my neighbor will not allow it since it will pond the area between our houses and be unusable.

815E. Thacker st

Leave
As is

GENERAL NOTES:



Concrete work
 Swale curb on east side

• leave as is
 • (2 car parking) and (entrance)
 18'-11" 4"

• IF cut 1/2 no more swale and driveway/sidewalk
 is pitched toward swale curb.
 • currently provides 2 car parking and
 front entrance walkway.

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, WHEREAS, Miguel Pulido ("*Petitioner*") is the lessee of the 11,878-square-foot property commonly known as 815 Thacker Street, Des Plaines, Illinois ("*Subject Property*"); and

WHEREAS, Felipe Pulido ("*Owner*") is the owner of the Subject Property; and

WHEREAS, Ordinance No. Z-31-22 adopted by the City Council of the City of Des Plaines on _____, 2022 ("*Ordinance*"), grants approval of the various variations to allow the installation of a driveway, walkway, and patio, subject to certain conditions; and

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

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

1. The Petitioner and the Owner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-31-22, adopted by the City Council on _____, 2022.
2. The Petitioner and the Owner acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner or the Owner against damage or injury of any kind and at any time.
3. The Petitioner and the Owner acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.
4. Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures

followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.

5. The Petitioner hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

MIGUEL PULIDO

Its: _____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2022.

Notary Public

FELIPE PULIDO

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2022.

Notary Public