

### **CITY COUNCIL AGENDA**

Tuesday, January 17, 2023 Regular Session – 7:00 p.m. Room 102

#### **CALL TO ORDER**

### **REGULAR SESSION**

ROLL CALL PRAYER PLEDGE OF ALLEGIANCE

#### **PUBLIC COMMENT**

(matters not on the agenda)

#### **ALDERMEN ANNOUNCEMENTS/COMMENTS**

MAYORAL ANNOUNCEMENTS/COMMENTS

**CITY CLERK ANNOUNCEMENTS/COMMENTS** 

**MANAGER'S REPORT** 

CITY ATTORNEY/GENERAL COUNSEL REPORT

#### **CONSENT AGENDA**

- 1. **RESOLUTION R-22-23**: Awarding the Bid for Purchase and Delivery of a Lo-Riser IPT4-716 Trailer to Four Degree Trailer Company, Kewanee, Illinois in the Amount of \$31,280. Budgeted Funds Equipment Replacement.
- 2. **RESOLUTION R-23-23**: Approving a Construction Services Master Contract Between the City of Des Plaines and Manusos General Contracting, Inc., Fox Lake, Illinois
- 3. **RESOLUTION R-24-23**: Approving a Lease Amendment for an Additional 5-Year Term with the Self-Help Food Pantry, for a New Expiration Date of December 31, 2035
- 4. **RESOLUTION R-25-23**: Approving the 2023 Estimate of Maintenance Costs and Adoption of the Illinois Department of Transportation (IDOT) Resolution for Maintenance Under the Illinois Highway Code
- 5. **RESOLUTION R-29-23**: Approving Change Order No. 3 to the Contract with John Neri Construction Co., Inc., Addison, Illinois in the Amount of \$79,085.64
- 6. **FIRST READING ORDINANCE M-2-23**: Amending Title 10, Chapter 13 of the Des Plaines City Code Regarding Plan Review and Permit Fees
- 7. Minutes/Regular Meeting January 3, 2023

#### **UNFINISHED BUSINESS**

- 1. **SECOND READING ORDINANCE Z-39-22**: Consideration of a Major Change to a Final Planned Unit Development (PUD), and Amended Final Plat of Subdivision with Subdivision Variations, and Major Variation at 1700 Higgins Road
- 2. **SECOND READING ORDINANCE Z-40-22**: Consideration of Zoning Text Amendments Regarding Definition of "Park" (*deferred from 1/3/22 City Council Meeting*)
- 3. **SECOND READING ORDINANCE Z-41-22**: Consideration of Zoning Text Amendments Regarding Off-Street Parking Requirements for Parks (*deferred from 1/3/22 City Council Meeting*)

#### **NEW BUSINESS**

- 1. <u>FINANCE & ADMINISTRATION</u> Alderman Artur Zadrozny, Chair
  - a. Warrant Register in the Amount of \$4,017,153.53 **RESOLUTION R-26-23**
- 2. COMMUNITY DEVELOPMENT Alderman Malcolm Chester, Chair
  - a. Consideration of the Re-Establishment of the Downtown Restaurant District Grant as a Component of the Larger Business Assistance Program **RESOLUTION R-27-23**

- 3. COMMUNITY SERVICES Alderman Shamoon Ebrahimi, Chair
  - a. Consideration of an Agreement with the Des Plaines Community Senior Center for Subsidy Funding in the Amount of \$55,000 for the 2023 Fiscal Year **RESOLUTION R-18-23**
  - b. Consideration of an Agreement with the Des Plaines Community Senior Center Regarding the Meals on Wheels Program in the Amount of \$40,000 for the 2023 Fiscal Year **RESOLUTION R-19-23**
  - c. Consideration of an Agreement with the Des Plaines Community Senior Center for the Provision of Funding for Health and Support Services in the Amount of \$41,500 for the 2023 Fiscal Year **RESOLUTION R-20-23**
  - d. Discussion of the 2023 Social Service Funding Process
- 4. LEGAL & LICENSING Alderman Carla Brookman, Chair
  - a. Consideration of the Acquisition, Through Condemnation of Fee Simple Title, to the Property Located at 1504 Miner Street **FIRST READING ORDINANCE M-3-23**
  - b. Consideration of the Acquisition, Through Condemnation of Fee Simple Title, to the Property Located at 678 Lee Street **FIRST READING ORDINANCE M-4-23**

#### 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.



## PUBLIC WORKS AND ENGINEERING DEPARTMENT

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

#### MEMORANDUM

Date: December 22, 2022

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

From: Tom Bueser, Superintendent of General Services

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 – Purchase & Delivery of Lo-Riser IPT4-716 Trailer

**Issue:** The approved 2023 budget includes \$32,000 in funding for a replacement trailer for current Unit #5T12. One bid for this piece of equipment was submitted and opened on December 22, 2022.

**Analysis:** The Public Works and Engineering Department currently utilizes trailers for equipment and material handling purposes. After review of equipment options available, the Lo-Riser IPT4-716 trailer was chosen by crew members and staff to best fit the City's needs. This model trailer is capable of lowering level to the ground for safe loading and unloading of equipment/materials. Four Degree Trailer Company, who is the manufacturer of this equipment, submitted the single bid in the amount of \$31,280 delivered.

**Recommendation:** We recommend award of bid for purchase and delivery of a Lo-Riser IPT4-716 trailer to Four Degree Trailer Company, 3726 US Hwy 34, Kewanee, IL 61443, in the amount of \$31,280. Source of funding will be the Equipment Replacement Fund account (410-00-000-0000.8015).

#### **Attachments:**

Resolution R-22-23

Exhibit A – Four Degree Trailer Company Contract

#### CITY OF DES PLAINES

#### RESOLUTION R - 22 - 23

# A RESOLUTION APPROVING AN AGREEMENT WITH FOUR DEGREE TRAILER COMPANY FOR THE PURCHASE OF ONE LO-RISER IPT4-716 TRAILER.

- **WHEREAS,** Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and
- **WHEREAS**, the City has appropriated funds in the Vehicle Replacement Fund for use by the Public Works and Engineering Department during the 2023 fiscal year for the purchase of one Lo-Riser IPT4-716 Trailer ("*Equipment*"); and
- **WHEREAS,** pursuant to Chapter 10 of Title 1 of the City of Des Plaines City Code, the City issued an invitation for bids for the purchase of the Equipment; and
- **WHEREAS,** Four Degree Trailer Company of Kewanee, Illinois ("Vendor") submitted the sole bid in the not-to-exceed amount of \$31,280, which was opened on December 22, 2022; and
- **WHEREAS**, the City desires to enter into an agreement with Vendor for the purchase of the Equipment in the not-to-exceed amount of \$31,280 ("Agreement"); and
- WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Agreement with Vendor for the purchase of the Equipment;
- **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 City Council.
- <u>SECTION 3</u>: <u>AUTHORIZATION OF PURCHASE</u>. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Contract.
- **SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

	PASSED this day of	· 	, 2023.	
	APPROVED this da	ny of	, 2023.	
	VOTE: AYES	NAYS AI	BSENT	
			MAYO	D
			MATO	X
ATTEST:		App	proved as to form:	
CITY CLE	RK	——————————————————————————————————————	er M. Friedman, Ger	eral Counsel

DP-Resolution Approving Purchase of Lo-Riser Trailer from Four Degree Trailer Co

#### CITY OF DES PLAINES

#### CONTRACT FOR PURCHASE AND DELIVERY OF Lo-Riser IPT4-716 Trailer

0

Full Name of Vendor	Four Degree	· Irailer	Company	
Principal Office Address	s 3726 US	Hwy 3L	, Kewanee II	61443
Local Office Address			*	2 - 6/2 2200
Contact Person	Jill Matus	ZyK	Telephone Number	309-853-338

1.1

TO: City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016
Attention: City Clerk

Vendor warrants and represents that Vendor has reviewed and understood all documents included, referred to, or mentioned in this set of documents.

#### 1. Contract to Deliver Products

- A. <u>Contract and Products</u>. The Vendor shall, deliver to the City, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in this Contract in new, undamaged, and first-quality condition. Vendor further shall:
  - 1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver one (1) Lo-Riser IPT4-716 Trailer per specifications to the City in a proper and workmanlike manner;
  - Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products;
  - Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Contract;
  - 4. <u>Taxes.</u> Pay all applicable federal, state, and local taxes; and
  - Miscellaneous. Do all other things required of Bidder by this Contract.
- B. <u>Performance Standards</u>. The Vendor agrees that the Products will comply strictly with the Specifications attached hereto and by this reference made a part of this Contract. If this Contract specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of

excellence that the City requires for the Product. However, the Vendor may propose to deliver a Product that is a different brand or model, if the Vendor provides written documentation establishing that the brand or model it proposes to deliver possess equal quality, durability, functionality, capability, and features as the Product specified.

- C. Responsibility for Damage or Loss. The Vendor shall be responsible and liable for, and shall promptly and without charge to the City, repair or replace, any damage done to, and any loss or injury suffered by, the City as a result of the Vendor's failure to perform hereunder.
- D. <u>Inspection/Testing/Rejection</u>. The City shall have the right to inspect all or any part of the Products. If, in the City's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract, then the City, without limiting its other rights or remedies, may, at its discretion: (i) reject such Products; (ii) require Bidder to correct or replace such Products at Bidder's cost; (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby; and/or (iv) cancel all or any part of any order or this Contract. Products so rejected may be returned or held at Bidder's expense and risk.

#### 2. Pricing

The Vendor shall deliver the Products to the City in accordance with attached specifications (attachment A) at the following prices:

Product	Description of	Quantity	Unit Price of Product
Item No.	Product	of Product	
1	Lo-Riser IPT4- 716 Trailer per attached specifications	1	\$ 31,280

If the City has specified the Quantity of Products to be delivered to the City on Page 1 of this Contract, then the Vendor shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

If the City has not specified the Quantity of Products to be delivered to the City on Page 1 of this Contract, then the Vendor shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by the City.

- B. <u>Basis for Determining Prices</u>. It is expressly understood and agreed that:
  - All prices stated in the Pricing section are firm and shall not be subject to escalation or change;
  - The City is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Pricing section, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
  - 3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Products are included in the Pricing; and
  - 4. If a Quantity of Products to be delivered to the City is specified on Page 1 of this Contract, then that amount is an estimate only. The City reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by the City for each Product and the actual number of Products that comply with this Contract that are accepted by the City. The Vendor hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

#### C. Time of Payment

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule: Payment will be completed within 45 days after delivery and inspection of equipment.

All payments may be subject to deduction or setoff by reason of any failure of the Vendor to perform under this Contract.

#### 3. Contract Time

The Vendor shall deliver the Products to the City at the Delivery Address not later than lead time as noted in Attachment A from date of award and notice to proceed ("Delivery Date"). Without waiving any other remedies available to the City under this Contract or at law or in equity, if the Vendor delivers the Products to the City more than 28 days after the Delivery Date, then the total Contract Price shall be reduced by one percent for every seven-day period that elapses between the day after the Delivery Date and ending on the actual date that the Vendor delivers the Products to the City. Vendor must notify the City in writing immediately of any delays emanating from Supply Chain availability delays. It will be the City's discretion to waive penalty or extend the Delivery Date based on information provided.

#### 4. Financial Assurance

- A. <u>Bonds</u>. The Vendor shall provide a Performance Bond on a form provided by, or otherwise acceptable to, the City, from a surety company acceptable to the City, in the penal sum of the Contract Price, within 10 days following the City's acceptance of this Contract.
- B. <u>Indemnification</u>. The Vendor shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract.
- C. <u>Penalties</u>. The Vendor 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 the Vendor's performance, or failure to perform, under this Contract.

#### 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 the City accepts this Contract within 90 days after the date this sealed Contract is opened.

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

In order to induce the City to accept this Contract, the Vendor represents and warrants as follows:

2

- A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a period of not less than one year after delivery to the City: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the City.
- B. <u>Compliance with Laws</u>. All Products, and all of their components, shall comply with, and the Vendor 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. Every provision required by law to be inserted into this Contract shall be deemed to be inserted herein.
- C. Not Barred. The Vendor is not barred by law from contracting with the City or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) 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 (3) any other reason.
- D. <u>Qualified</u>. The Vendor has minimum 10 years experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable the Vendor to deliver the Products at the Contract Price and within the Contract Time set forth above.

#### 7. Acknowledgements

In submitting this Contract, the Vendor acknowledges and agrees that:

- A. <u>Reliance</u>. The City is relying on all warranties, representations, and statements made by the Vendor in this Contract.
- B. <u>Binding Effect</u>. The Vendor is bound by each and every term, condition, or provision contained in this Contract and in the City's written notification of acceptance in the form included in this bound set of documents.
- C. <u>Remedies</u>. Each of the rights and remedies reserved to the City in this Contract are cumulative and

additional to any other or further remedies provided in law or equity or in this Contract.

- E. <u>Time</u>. Time is of the essence in the performance of all terms and provisions of this Contract. Except where specifically stated otherwise, references in this Contract to days shall be construed to refer to calendar days and time.
- F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the City, whether before or after the City's acceptance of this Contract; nor any information or data supplied by the City, whether before or after the City's acceptance of this Contract; nor any order by the City for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the any Product by the City; nor any extension of time granted by the City; nor any delay by the City in exercising any right under this Contract; nor any other act or omission of the City shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product, nor operate to waive or otherwise diminish the effect of any representation or warranty made by the Vendor; or of any requirement or provision of this Contract; or of any remedy, power, or right of the City.
- G. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.
- H. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.
- I. <u>Assignment</u>. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by the Vendor except upon the prior written consent of the City.
- J. Governing Law. This Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

DATED this 7th day of December 2022.

Vendor's Status:	() IL (State)	Corporation	()	Partnership State)	()Individual Proprietor
Vendor's Name:	Four De	gree Trailer	Com	pany	
Doing Business As	s (if different)	·	A	- 0	
Signature of Vend	or or Authori	zed Agent:	Jell	M atuszyk	17
(corporate seal) (if corporation)			ed Name: _ Position: _	Jill Watus Sales	29K
Vendor's Business	Address:	3726 US HI Kewanee J	W 34	443	
Vendor's Business	Telephone:	309-853-33	387	Facsimile:	

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS	
Jim Martin	President	1134 WS St. Kewanee IL	6443
Mark Stern	Managing Director	1134 WS St Kewanee IL	644
- Control y			

#### 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 (the "City") this 2/5 day of 6 and 6 and 6 and 6 are 6 are 6 are 6 and 6 are 6 are 6 and 6 are 6 and 6 are 6 a

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

CITY OF DES PLAINES

Signature:

Printed name: Michael G. Bartholomew

Title: <u>City Manager</u>

#### ATTACHMENT A

## SPECIFICATIONS and PRICING SCHEDULE

#11783739\_v1 6

Exhibit A Page 9 of 12

## fourdegreetrailer.com

# Lo-Riser IPT4-716 Trailer





## **Features**

4° Load Angle – No Ramps or Crowns

Rubber over Hydraulic Suspension

Safe, Simple, Swift, & Secure Loading /Unloading

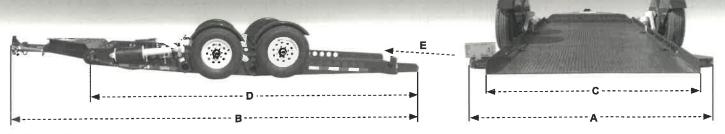
2-Year Warranty

Lo-Riser IPT4-716 Trailer shown **below** at travel height. A mere 3/16" lip allows any rolling load to be easily pushed on or off the trailer deck. Nearly ½ of the trailer's framework rests on the ground for loading, supporting the weight of the payload and the additional weight of the forklift used for loading.



Exhibit A Page 10 of 12

# LO-RISER 4° INCLINING TRAILER



#### Measurements

(A) Overall Width	(B) Overall Length	(C) Usable Deck Width	(D) Usable Deck Length	(E) Load Angle	Deck Height Typical
102" (259.1 cm)	265" (673 cm)	74" (188 cm)	192" (487.7 cm)	4°	18.25" (46.4 cm)

#### Loads & Weights:

Payload Capacity	14,000 lbs	(6,350 kg)
	17,790 lbs	(8,069 kg)
Trailer Weight		(1,719 kg)
· Load per axle		(3,629 kg)
- Hitch (standard) Load	3.220 lbs	

#### Trailer Frame:

- Frame (side) Rails are 3/8" (9.5 mm) Thick x 12" (305 mm) High (tapered at the rear end)
- Side Rails utilize distinctive shapes for unlimited tiedown locations
- Framework (cross-members) constructed of Grade 80, HSLA (high-strength low-alloy) Steel Plates -Formed to a 1.5" x 4" (38 x 102 mm) "L" Shape for maximum strength with minimum weight
- Cross-members are spaced on 10" (254 mm) centers for maximum strength – Preventing deck warping
- 3/16" (4.8 mm) Diamond Plate (Grade 55) Decking –
   Added strength and a non-slip surface

#### Electrical:

- · LED Lighting with Dedicated Ground Circuit
- · 7-Pin Round RV Connector
- · Electric Brakes on all Axles

#### Misc.:

- On Board Power (Hyd. Pump, Battery, & 10 Amp Charger-Maintainer)
- Tires are 215 / 75R / 17.5H / 16 Ply / Rated 4,805 lbs
   25 PSI @ 75 MPH

#### Options:

- Spare Tire and Carrier
- Special Paint Color (Black, Blue, and Yellow are standard colors)
- 8,000 lb (3,629 kg) Cargo Winch
- · Extra D-Ring, Per Tie Down
- E-Track Package (48")
- · Star Track Decking
- · Solar Battery Charger

Specifications may change without prior notice. 9/20/2022



www.fourdegreetrailer.com | info@fourdegreetrailer.com

#### **Four Degree Trailer Company**

3726 US Hwy 34 Kewanee, IL 61443 A subsidiary of Rhino Tool Company







Scan QR for Videos

Exhibit A Page 11 of 12

### **SCHEDULE OF PRICING**

ITEM	COST
IPT4-716 Lo Riser	
a. 14,000 lbs. Payload Capacity b. 17,790 lbs.GVWR	
c. 3,790 lbs. Trailer Weight d. Usable Deck Dimensions: 6'2" (74") W x 16'	B28,660.00
(192") L	2010   0 -
Pintle Hitch (2-1/2")	NC
On Board Power (Battery, Charger/Maintainer)	N/C
Black Paint	NIC
8000 lb Cargo Winch	Φ.
	\$1540.00
Spare Tire	\$ 380.00
Delivery	B 700.00
TOTAL EXTENDED PRICE	\$31,280.00 With Freight

\$ 30,580.00 Without Freight

DOWNA TEN I FAR TIME.	11-14 Weeks
ESTIMATED LEAD TIME:	11-17 WEERS



## PUBLIC WORKS AND ENGINEERING DEPARTMENT

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

#### **MEMORANDUM**

Date: December 27, 2022

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

From: Tom Bueser, Superintendent of General Services

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

Timothy Watkins, Assistant Director of Public Works and Engineering

Subject: Manusos General Contracting, Inc. - Construction Services Master Contract

**Issue:** The Public Works and Engineering Department requests a 3-year Master Contract with Manusos General Contracting, Inc. for construction services. Their current contract expires on December 31, 2022.

**Analysis:** The Master Contract allows the City to enter into service Task Order agreements with the contractor to perform a variety of construction services. The Task Order agreements are presented individually for approval.

**Recommendation:** We recommend approval of the Construction Services Master Contract between the City of Des Plaines and Manusos General Contracting, Inc., 91 Christopher Way, Fox Lake, Illinois, 60020.

#### **Attachments:**

Resolution R-23-23
Exhibit A - Master Contract

#### CITY OF DES PLAINES

#### **RESOLUTION** R - 23 - 23

# A RESOLUTION APPROVING A MASTER CONTRACT WITH MANUSOS GENERAL CONTRACTING, INC. FOR CONSTRUCTION SERVICES.

- **WHEREAS,** Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and
- WHEREAS, the City desires to retain a construction firm to perform certain construction services and work for the City as such services are needed over time ("Construction Services"); and
- **WHEREAS,** Manusos General Contracting, Inc. ("Contractor") has performed Construction Services for the City in the past to the City's satisfaction; and
- **WHEREAS**, the City desires to enter into a master contract with Contractor to perform the Construction Services as required by the City ("Master Contract") pursuant to task orders for individual projects, which task orders will be issued and approved by the City in accordance with the Master Contract, the City Code, and the City's Purchasing Policy; and
- WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Master Contract with Contractor;
- **NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:
- **SECTION 1: RECITALS.** The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.
- **SECTION 2: APPROVAL OF MASTER CONTRACT.** The City Council hereby approves the Master Contract in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.
- SECTION 3: AUTHORIZATION TO EXECUTE MASTER CONTRACT. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Master Contract only after receipt by the City Clerk of at least two executed copies of the final Master Contract from Contractor; provided, however, that if the City Clerk does not receive such executed copies of the final Master Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Master Contract shall, at the option of the City Council, be null and void.

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

	PASSED this da	ay of	, 2023.	
	APPROVED this	day of	, 2023.	
	VOTE: AYES	_ NAYS _	ABSENT	
			MANOR	
			MAYOR	
ATTEST:			Approved as to form:	
CITY CLE	RK		Peter M. Friedman, General Counsel	

DP-Resolution Approving Master Contract with Manusos General Contracting for Construction Services 2023-2025

# CITY OF DES PLAINES MASTER CONTRACT FOR CONSTRUCTION SERVICES

 $\{00129856.2\}$ 

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# CITY OF DES PLAINES MASTER CONTRACT FOR CONSTRUCTION SERVICES

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Exhibit A

### CITY OF DES PLAINES MASTER CONTRACT FOR THE CONSTRUCTION SERVICES

In	consideration	of the mutua	al promises	set forth	below, the	he CITY	OF DES
<b>PLAINES</b>	5, 1420 Miner	Street, Des Pla	ines, Illinois	s 60016, ar	i Illinois n	nunicipal c	corporation
("Owner")	, and MANUS	OS GENERA	L CONTRA	ACTING, 1	INC. ("Co	ontractor"),	, make this
Contract a	s of	, 20	(the "Effect	ive Date")	and hereb	y agree as	follows:

#### ARTICLE I: THE WORK

#### 1.1 Performance of the Work

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

- 1. Labor, Equipment, Materials, and Supplies. Contractor will perform construction work for the City, as such work is needed from time to time, as set forth in written task orders issued by the City on a project-by-project basis ("Task Order")(collectively, this contract, Task Orders under this Contract, and all attachments to this contract are the "Contract"). A Task Order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Work to be performed under that Task Order (collectively a "Project") and the location where the work is to be performed ("Work Site"). Contractor will provide, perform, and complete, in the manner described and specified in this Contract and the applicable Task Order, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project, as described in the applicable Task Order, in accordance with the specifications, drawings, and any special requirements attached the applicable Task Order. Any Task Order in an amount exceeding \$25,000 must be approved by the City Council
- 2. Contract Time. Each Task Order will include a time schedule for the Project (a "Project Schedule") including without limitation a date for completion of the Project (the "Project Completion Date").
- 3. Permits. Contractor will procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith, unless explicitly stated otherwise in the applicable Task Order.
- 3. Bonds and Insurance. Contractor will procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
- 4. Taxes. Contractor will pay all applicable federal, state, and local taxes.

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- 5. <u>Miscellaneous</u>. Contractor will do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.
- 6. Quality. Contractor will provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

#### 1.2 Reserved

#### 1.3 Required Submittals

- A. <u>Submittals Required</u>. Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("*Required Submittals*"). Such details must include, but are not limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.
- B. <u>Number and Format</u>. Contractor must provide *[three]* complete sets for each Required Submittal. All Required Submittals, except drawings, must be prepared on white 8-1/2" x 11". Two blueline prints and one sepia transparency of each drawing must be provided. All drawings must be clearly marked in the lower right-hand corner with the names of Owner and Contractor.
- C. <u>Time of Submission and Owner's Review</u>. All Required Submittals must be provided to Owner no later than the time, if any, specified in the Task Order for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal may be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal will be for the sole purpose of examining the general management,

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

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

#### 1.4 Review and Interpretation of Contract Provisions

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

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

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

#### 1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it will conduct a thorough investigation of the Work Site and the surrounding area and will complete such investigation to its satisfaction prior to the execution of each Task Order. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Project Schedule based upon conditions found at, or in the vicinity of, the Work Site once the Task Order has been fully executed. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of

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

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

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from the drawings and specifications attached to the Task Order.

#### 1.6 Technical Ability to Perform

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

#### 1.7 Financial Ability to Perform

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

#### 1.8 <u>Time</u>

By executing a Task Order, Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Project Schedule is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all

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natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

#### 1.9 Safety at the Work Site

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

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

#### 1.10 Cleanliness of the Work Site and Environs

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

#### 1.11 <u>Damage to the Work, the Work Site, and Other Property</u>

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

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#### 1.12 **Subcontractors and Suppliers**

- A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.
- B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor must immediately upon notice from Owner terminate such subcontractor or supplier. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

#### 1.13 Simultaneous Work By Others

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

#### 1.14 Occupancy Prior to Final Payment

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

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

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

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

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

#### ARTICLE II: CHANGES AND DELAYS

#### 2.1 Changes

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

#### 2.2 Delays

- A. <u>Extensions for Unavoidable Delays</u>. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor must, upon timely written application, be entitled to issuance of a Task Change Order providing for an extension of the Project Schedule for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Project Schedule will be allowed for any other delay in completion of the Work.
- B. <u>No Compensation for Delays</u>. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Project Schedule provided in the Task Order, may be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

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## ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

#### 3.1 <u>Inspection; Testing; Correction of Defects</u>

- A. <u>Inspection</u>. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.
- B. <u>Re-Inspection</u>. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.
- C. <u>Correction</u>. Until Final Payment, Contractor must, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

#### 3.2 Warranty of Work

- A. <u>Scope of Warranty</u>. Contractor warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract; and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.
- B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in the Task Order or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.
- C. <u>Subcontractor and Supplier Warranties</u>. Whenever a Task Order requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said

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

#### 3.3 Owner's Right to Correct

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

#### ARTICLE IV: FINANCIAL ASSURANCES

#### **4.1 Bonds**

Contemporaneous with Contractor's execution of a Task Order, Contractor must provide any and all bonds required pursuant to the Task Order ("Bonds").

#### 4.2 Insurance

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

#### 4.3 <u>Indemnification</u>

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

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or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

#### **ARTICLE V: PAYMENT**

#### 5.1 <u>Contract Price</u>

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

#### 5.2 Taxes and Benefits

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

#### 5.3 **Progress Payments**

- A. <u>Progress Payments</u>. The Contract Price must be paid in monthly installments unless otherwise explicitly stated in the Task Order ("*Progress Payments*").
- B. <u>Pay Requests</u>. Contractor must, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request must be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request must include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.
- C. <u>Work Entire</u>. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

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#### 5.4 Final Acceptance and Final Payment

- A. <u>Notice of Completion</u>. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final inspection ("*Notice of Completion*"). Contractor's Notice of Completion must be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("*Punch List Work*").
- B. <u>Punch List and Final Acceptance</u>. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner must make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner must make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").
- C. <u>Final Payment</u>. As soon as practicable after Final Acceptance, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

#### 5.5 Liens

- A. <u>Title</u>. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.
- B. <u>Waivers of Lien</u>. Contractor must, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of

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any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

- C. <u>Removal of Liens</u>. If at any time any notice of any Lien is filed, then Contractor must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.
- D. <u>Protection of Owner Only</u>. This Section does not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

#### 5.6 Deductions

- A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.
- B. <u>Use of Withheld Funds</u>. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

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#### ARTICLE VI: DISPUTES AND REMEDIES

#### **6.1** <u>Dispute Resolution Procedure</u>

- A. <u>Notice of Disputes and Objections</u>. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor must, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor is conclusively deemed to have waived all such disputes or objections and all claims based thereon.
- B. <u>Negotiation of Disputes and Objections</u>. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

#### **6.2** Contractor's Remedies

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

#### 6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner will have the

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right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

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#### 6.4 Owner's Additional Remedy for Delay

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

#### 6.5 Terminations and Suspensions Deemed for Convenience

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

### ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

#### 7.1 **Binding Effect**

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

#### 7.2 Relationship of the Parties

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

#### 7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

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Contractor hereby represents ands warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

#### 7.4 Assignment

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

#### 7.5 **Confidential Information**

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

#### 7.6 No Waiver

**Exhibit A** 

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

#### 7.7 **No Third Party Beneficiaries**

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

#### 7.8 Notices

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

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

_	with a copy to:
City of Des Plaines	Elrod Freidman LLP
1420 Miner Street	325 N. LaSalle Street, Suite 450
Des Plaines, Illinois 60016	Chicago, Illinois 60654
Attention:	Attention: Peter Friedman

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

Manusos General Contracting, Inc	
[address]	

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

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

#### 7.9 Governing Laws

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

#### 7.10 Changes in Laws

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

#### 7.11 Compliance with Laws

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- Compliance Required. Contractor, and each subcontractor, must give all A. notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) (if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; or and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.
- B. <u>Liability for Fines, Penalties</u>. Contractor is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.
- C. <u>Prevailing Wage Act; Certified Payroll</u>. This Contract calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 <u>et seq</u>. (the "Act"). The Illinois Department of Labor periodically revises the prevailing rate of hourly wages to be paid, and the revised rate will apply to this Contract. The applicable rate, which can be found on the Illinois Department of Labor's website, will apply to all Work performed pursuant 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. <u>Required Provisions Deemed Inserted</u>. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

#### 7.12 Compliance with Patents

A. <u>Assumption of Costs, Royalties, and Fees</u>. Contractor will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

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

#### **7.13** Time

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

#### 7.14 Severability

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

#### 7.15 Entire Agreement

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

#### 7.16 Amendments

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

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

By:	
Name:	
Title:	
Attest:	
By:	
Name:	
TC'41	
Title:	
	S GENERAL CONTRACTING, INC.
MANUSO	
MANUSO By:	
MANUSO By: Name:	
MANUSO By: Name: Title:	
MANUSO By: Name: Title: Attest:	

**CITY OF DES PLAINES** 

STATE OF ILLINOIS	)	SS
COUNTY OF	_ )	33
	<u>CONTR.</u>	ACTOR'S CERTIFICATION
that all statements herein	made ar	icer], being first duly sworn on oath, deposes and states re made on behalf of Contractor, that this deponent is ne statements contained herein are true and correct.
with a unit of state or local Section 33E-4 of Article 33 a violation of the USA P "Patriot Act") or other state and its various executive de	l governm 3E of the atriot Act utes, orde epartment	and certifies that Contractor is not barred from contracting nent as a result of (i) a violation of either Section 33E-3 or Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) at of 2001, 107 Public Law 56 (October 26, 2001) (the ers, rules, and regulations of the United States government ts, agencies and offices related to the subject matter of the ited to, Executive Order 13224 effective September 24,
DATED:	,	20
MANUSOS GENERAL O	CONTRA	ACTING, INC.
Ву:		
Name:		
Title:		
Attest:		
By:		
Name:		
Title:		
Subscribed and Sworn to be	efore me	on, 20
My Commission expires:		
Notary Public		
(SEAL)		

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# ATTACHMENT A

# TASK ORDER

betwe	cordance with Section 1.2 of the Master Contract dated
[Chec	ck applicable boxes and insert required information.]
1.	Project:
	[describe project and refer to the specification attached to the Task Order as Exhibit A and list of drawings attached to the Task Order as Exhibit B]
2.	Work Site:
	[describe work site]
3.	Permits, Licenses, Approvals, and Authorizations:
	Contractor must obtain all required governmental permits, licenses, approvals, and authorizations, except:
	[Identify permits, licenses, and approvals obtained, or to be obtained, by Owner]
	No Exceptions

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4.	<b>Bonds</b> : Contemporaneous with the execution of this Task Order, Contractor must provide to the City the following bonds on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price:					
	Performance Bond					
	Labor and Material Payment Bond					
	Contractor, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of the Contract, must maintain and keep in force, at Contractor's expense, the Bonds required hereunder.					
5.	Commencement Date:					
	the date of execution of the Contract by Owner.					
	days after execution of the Contract by Owner.					
6.	Completion Date:					
	days after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract					
7.	Insurance Coverage:					
	A. <u>Worker's Compensation and Employer's Liability</u> with limits not less than:					
	(1) <u>Worker's Compensation</u> : Statutory;					
	(2) <u>Employer's Liability</u> : \$1,000,000 injury-per occurrence; \$1,000,000 disease-per employee; \$1,000,000 disease-policy limit					
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Such insurance must evidence that coverage applies in the State of Illinois.

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

All employees must be included as insureds.

- Comprehensive General Liability with coverage written on an "occurrence" C. basis and with limits no less than:
  - General Aggregate: \$5,000,000. See Subsection F below regarding (1) use of umbrella overage.
  - Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence (2)
  - (3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

#### Coverage must include:

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

"X", "C", and "U" exclusions must be deleted.

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

All employees must be included as insured.

D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against "all risks" of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage,

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flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

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

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

- E. Owner's and Contractor's Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.
  - F. <u>Umbrella Policy</u>. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.
- G. <u>Deductible</u>. Each policy must have a deductible or self-insured retention of not more than \$ .
- H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:

The Additional Insured endorsement must identify Owner as follows:

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

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

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		Additional Insured	Policy or Policies
8.	Conti	eact Price:	
		SCHEDULE OF	F PRICES
	A.	LUMP SUM CONTRACT	
		For providing, performing, and Price of (write in numbers only):	completing all Work, the total Contract
		\$	
		109.04(b) of the IDOT Standar Construction 2012, without limitar paid in installments (see below). including itemized statements of supported by statements and involutions.	account basis, using the terms of Section d Specifications For Road And Bridge tion to "extra work." Contractor shall be Contractor must submit Pay Requests the cost of the Work, accompanied and ices for all labor, materials, transportation ork, using standard Illinois Department of forms.
	B.	UNIT PRICE CONTRACT	
		this Attachment A, then that Sc	parate form Schedule of Pricing attached to hedule of Prices will be used and this If Owner has not provided a separate form tion B should be used.
		resulting from multiplying the num	inpleting all Work, the sum of the products aber of acceptable units of Unit Price Items Work by the Unit Price set forth below for

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# COMPLETE TABLE AS INDICATED

Liuit Duine It			T Turk	Approximate Number of	Price	Entancian
Unit Price It	<u>æm</u>		<u>Unit</u>	<u>Units</u>	Per Unit	Extension
1					\$	\$
2					\$	\$
3					\$	\$
	TO	OTAL CONTI	RACT PRIC	CE (write in nui	nbers only):	
	\$					
	Ψ_					
□ C.	<u>COM</u>	BINED LUM	IP SUM/UN	IIT PRICE CO	NTRACT	
	(1)	-		_		Work related to numbers only):
	\$_					
	(2)	[describe u multiplying	the number porated in	v <i>ork]</i> , the sum or of acceptable	of the prode units of Uni	Work related to ucts resulting from it Price Items listed set forth below for
		COMP	LETE TAE	BLE AS INDIC	CATED	
Unit Price It	<u>em</u>		<u>Unit</u>	Approximate Number of Units	Price Per Unit	_Extension_
1					\$	\$
2					\$	\$
3					\$	\$
		rite in numbei	rs only):	CE, being the su		the extension of (2)
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D. 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.

#### 9. **Progress Payments**:

- A. <u>General</u>. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.
- B. Value of Work. The Value of the Work will be determined as follows:
  - (1) <u>Lump Sum Items</u>. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

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

(2) <u>Unit Price Items</u>. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in

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the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

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

10.	Per Diem Administrative Charge:
	\$
	No Charge
11.	Standard Specifications:
	Contract includes the following Illinois Department of Transportation standard ications, each of which are incorporated into the Contract by reference:
	"State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)
	"Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)
	"Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).
The C	ontract also includes Owner's City Code and Building Codes.
	ences to any of these manuals, codes, and specifications means the latest editions we on the date of the bid opening.
See A	ttachment D for any special project requirements.

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# **CITY OF DES PLAINES** CONTRACT FOR THE CONSTRUCTION

**OF** [insert name of project]

# **EXHIBIT A TO TASK ORDER**

**SPECIFICATIONS** 

[TO BE SUPPLIED BY OWNER]

 $\{00129856.2\}$ 

Page 35 of 39 **Exhibit A** 

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# **CITY OF DES PLAINES** CONTRACT FOR THE CONSTRUCTION

**OF** [insert name of project]

## **EXHIBIT B TO TASK ORDER**

LIST OF DRAWINGS

[TO BE SUPPLIED BY OWNER]

SHEET NOS. SHEET TITLES

DATE LAST REVISED

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# CITY OF DES PLAINES CONTRACT FOR THE CONSTRUCTION

**OF** [insert name of project]

# EXHIBIT C TO TASK ORDER

# SPECIAL PROJECT REQUIREMENTS

[TO BE SUPPLIED BY OWNER]

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## ATTACHMENT B

# TASK CHANGE ORDER FOR TASK NUMBER \_\_\_\_

betw	een the City of Des Plaines (the "City") and (the "Consultant"), the es agree to the following Task Change Order for Task Number:
1.	Change in the Project:
2.	Change in Project Schedule (attach schedule if appropriate):
3.	Change in Project Completion Date:
All V	Vork must be completed on or before, 20
4.	Change in Compensation:
5.	Change in Project Specific Pricing (if applicable).
ALL	OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT
	IAIN UNCHANGED.

[SIGNATURE PAGE FOLLOWS]

{00129856.2}

Exhibit A Page 38 of 39

CITY	CONTRACTOR
Signature Director of Public Works	Signature
And Engineering	Name (printed or typed)
, 20	
Date	Date
If compensation increase greater than	n \$2,500, then the City Manager's signature is required
Signature City Manager	
, 20	
	), then the City Council must approve the Services y Manager or Mayor's signature is required.
Signature City Manager	_
#10250753_v1	
li	

 $\{00129856.2\}$ 

Exhibit A Page 39 of 39



# PUBLIC WORKS AND ENGINEERING DEPARTMENT

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

#### **MEMORANDUM**

Date: December 28, 2022

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

From: Timothy Watkins, Assistant Director of Public Works and Engineering TW

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

Subject: Self-Help Closet and Pantry Lease Amendment

**Issue:** The Des Plaines Self-Help Closet and Pantry has requested a lease amendment.

**Analysis:** The City entered into a lease agreement with the Self-Help Closet and Pantry on May 3, 2019. The current lease expires on December 31, 2030. The pantry has requested the option to extend this lease for an additional five years. The extension will allow them to obtain grants from the State of Illinois. The lease amendment has the condition that they the pantry must be in good standing with the City. The revised lease would have a final expiration date of December 31, 2035.

**Recommendation:** We recommend that the City Council approve the Lease Amendment with the Self-Help Closet and Pantry for an additional five-year term.

#### **Attachments:**

Resolution R-24-23

Exhibit A – Lease Amendment

#### **CITY OF DES PLAINES**

#### **RESOLUTION** R - 24 - 23

A RESOLUTION APPROVING A FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF DES PLAINES AND THE SELF-HELP CLOSET AND PANTRY REGARDING 769 HOLIDAY LANE.

**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 owns the property commonly known as 679 Holiday Lane, Des Plaines, Illinois ("City Property"); and

**WHEREAS**, on May 3, 2019, the City entered into a Lease between the City and the Self-Help Closet and Pantry of Des Plaines ("Self-Help Pantry") for the use of the City Property with a final expiration date of December 31, 2030 ("Original Lease"); and

**WHEREAS**, in order for the Self-Help Pantry to be eligible for certain grants, the City and the Self-Help Pantry desire to amend the Lease to provide the Self-Help Pantry with the option to extend the term of the Lease for five additional years, beginning December 31, 2030 and ending December 31, 2035 (*"First Amendment"*); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the First Amendment to the Original Lease with the Self-Help Pantry;

**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.** That the recitals set forth herein above are incorporated herein by reference as the factual basis for this transaction.

**SECTION 2: APPROVAL OF FIRST AMENDMENT**. The City Council hereby approves the First Amendment 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 FIRST AMENDMENT**. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the First Amendment.

**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	, 2023.	
	APPROVED this	day of	, 2023.	
	VOTE: AYES	NAYS	ABSENT	
			MAYOR	
ATTEST:			Approved as to form:	
CITY CLE	RK		Peter M. Friedman, General Counsel	

DP-Resolution Approving First Amendment to Lease with Self-Help Closet and Pantry 769 Holiday Lane

# FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF DES PLAINES AND THE SELF-HELP CLOSET AND PANTRY OF DES PLAINES

THIS FIRST AMENDMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Des Plaines, an Illinois home rule municipal corporation ("City"), and the Self-Help Closet and Pantry of Des Plaines, an Illinois not-for-profit corporation ("Tenant"). In consideration of the recitals and mutual covenants and agreements set forth in this First Amendment, the receipt and sufficiency of which are hereby acknowledged and agreed to, the parties agree as follows:

#### Section 1. Recitals.

- A. The City and Tenant entered into that certain "Lease" dated as of May 3, 2019 ("Lease"), pursuant to which the City agreed to lease to Tenant, and Tenant agreed to lease from the City, the premises commonly described as 769 Holiday Lane, Des Plaines, Illinois ("Leased Premises").
- B. The Lease term was for a period beginning on the date on which the City issued a certificate of occupancy for the Leased Premises, and ending October 31, 2030.
- C. The City and the Tenant desire amend the Lease to provide the Tenant with the option to extend the term of the Lease for five additional years, beginning December 31, 2030 and ending December 31, 2035 ("*Term Extension*"), in accordance with the same terms and conditions set forth in the Lease except as specifically amended by this First Amendment.
- D. The parties therefore hereby amend the Lease to provide for the Term Extension as follows.
- **Section 2. First Amendment to Lease.** Section 12 of the Lease is hereby amended and shall read as follows:

"TERM EXTENSION; TERMINATION; HOLDING OVER

12. Lessee has the option to extend the term of this lease for an additional five-years beginning December 31, 2030 and ending December 31, 2035; provided, however, that Lessee must (i) be in good standing and full compliance with the terms of this lease and (ii) notify Lessor at least 60 days prior to the expiration of the original term on December 31, 2030 that it is exercising its option to extend the term. At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then such holding over constitutes creation of a tenancy at sufferance, at a rental rate of \$200.00 dollars per day for the time Lessee remains in possession. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a wavier by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein."

#### Section 3. Effect.

All terms, conditions and provisions of the Lease that are not expressly amended or modified by this First Amendment shall remain unchanged and in full force and effect for the duration of the Term. To the extent that the terms and provisions of this First Amendment conflict with the Lease, the terms and provisions of this First Amendment shall control.

**IN WITNESS WHEREOF**, the parties have caused this First Amendment to be executed by their duly authorized representatives as of the date and year first written above.

ATTEST:	CITY OF DES PLAINES
By:	By: Michael Bartholomew, City Manager
Date:	Date:
WITNESS:	SELF-HELP CLOSET AND PANTRY OF DES PLAINES
Ву:	Ву:
Its:	Its:
Date:	Date:

{00130124.1}



# PUBLIC WORKS AND ENGINEERING DEPARTMENT

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

#### **MEMORANDUM**

Date: December 23, 2022

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

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

Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering 490

Subject: 2023 Motor Fuel Tax Maintenance Resolution

Section Number 23-00000-00-GM

**Issue:** In order for municipalities to expend Motor Fuel Tax funds on annual maintenance operations, the Illinois Department of Transportation (IDOT) requires a Municipal Estimate of Maintenance Costs and a Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code.

**Analysis:** The Municipal Estimate of Maintenance Costs itemizes all Motor Fuel Tax maintenance expenditures proposed for 2023 in the City of Des Plaines, which includes sidewalk, curb, and alley improvements (\$750,000), crack filling and pavement markings (\$245,000), repair and maintenance of traffic signals (\$49,000), electric energy costs for street lighting and traffic signals (\$255,000), ice control (\$400,000), and material testing (\$40,000). These items and amounts are included in the 2023 Motor Fuel Tax Fund budget and total \$1,739,000.

**Recommendation:** We recommend approval of the 2023 Estimate of Maintenance Costs and adoption of the IDOT Resolution for Maintenance under the Illinois Highway Code.

#### **Attachments:**

Attachment 1 - Estimate of Maintenance Costs Attachment 2 - Resolution for Maintenance Resolution R-25-23



Municipality

1

# **Local Public Agency General Maintenance**

Submittal Type Original **Estimate of Maintenance Costs** Estimate of Cost for District

1 Iviunicipality			Mainter	nance Period
Local Public Agency	County	Section Number	Beginning	Ending
City of Des Plaines	Cook	23-00000-00	01/01/23	12/31/23

#### Maintenance Items

			Material Categories/ Point of Delivery or					Total Maintenance
Maintenance	Maint Eng	Insp.	Work Performed by					Operation
Operation	Category	Req.	an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Cost
23-00000-01-	Ŭ,							
GM Sidewalk,	IV	No	Outside Contractor-					\$750,000.00
Alley and Curb		110	Contract Bid out by City					ψ100,000.00
Improvements								
23-00000-02-	1 1	No	смѕ					\$400,000.00
GM Ice Control	·							
23-00000-03-								
GM Repair and	IIB	No						\$49,000.00
Maintenance								ψ.ο,οοο.οο
Traffic Signals								
23-00000-04-								
GM Electricity	l	No						\$255,000.00
Costs								
23-00000-05-	IIB	No						\$100,000.00
GM Crack Filling	5							Ψ100,000.00
23-00000-06-								
GM Pavement	IIB	No						\$145,000.00
Marking								
						To	tal Operation Cost	\$1,699,000.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$704,000.00			\$704,000.00
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)	\$995,000.00			\$995,000.00
Maintenance Total	\$1,699,000.00			\$1,699,000.00

#### Estimated Maintenance Eng Costs Summary

		inated Maintenant	oc Eng Costs Cumin	iaiy
Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing	\$40,000.00			\$40,000.00
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total	\$40,000.00			\$40,000.00
Total Estimated Maintenance	\$1 739 nnn nnl			\$1,739,000,00

F	Remarks					
Γ						

Page 1 of 2 Completed 01/04/23 BLR 14222 (Rev. 12/13/22)

## **Estimate of Maintenance Costs**

Submittal Type Original

Maintenance Period

Local Public Agency	County	Section	Beginning	Ending
City of Des Plaines	Cook	23-00000-00	01/01/23	12/31/23
SUBMITTED				
Local Public Agency Official Signature & Date				
Title				
			APPROVED	
		Regional Engineer Signat		
County Engineer/Superintendent of Highways S	ignature & Date	Department of Transporta	tion	



# Resolution for Maintenance Under the Illinois Highway Code

	DISTRICT	County		Resolution Number	<u>er Resolu</u>	tion Type	Section INL	ımber
	1	Cook			Origir	ıal	23-0000	0-00-GM
BE IT RESOLVED, by the			ouncil ng Body Type		of the	Cit Local Public A	y gency Type	of
	Plaines			that there is hereb				
	ocal Public Age	•		20		D 11 / ¢1	720,000	00 )
One million, seven hu		•				Dollars ( <u>\$1</u>		
of Motor Fuel Tax funds for	r the purpose	e of maintaininເ	g streets and	highways under th	e applicable	provisions of	Illinois High	way Code from
01/01/23 to	12/31/2 Ending Da	3 te						
BE IT FURTHER RESOLV including supplemental or luding during the period as	revised estin	nates approved						
BE IT FURTHER RESOLV	′ED, that	C	ity	of		Des Plair		
shall submit within three m available from the Departm expenditure by the Departr BE IT FURTHER RESOLV of the Department of Trans	onths after the nent, a certification on the nent under the nent t	ne end of the med statement shis appropriation	naintenance   howing expe on, and	period as stated ab nditures and the ba	ove, to the lalances rem	aining in the fu	Transportat inds authori	zed for
Jessica Mastalski	of Clerk		l ocal Put	City olic Agency Type	_Clerk in an	d for said	Ci Local Public	ty Agency Type
	Des Plaine	es		n the State of Illino				
Name provided by statute, do her	of Local Publi eby certify th		be a true, pe	erfect and complete	copy of a r	esolution adop	ted by the	
Council		of	ı	Des Plaines		at a meetin	a held on	01/17/23
Governing Body	Туре	0	Name o	Des Plaines of Local Public Agend	у	at a most in	9 11014 011	Date
IN TESTIMONY WHEREC	F, I have he	reunto set my h	nand and sea	al this o	day of	Month	, Year	
(SEAL, if require	d by the LPA	۸)		Clerk Signature &	Date			
						APPROVED		
				Regional Enginee Department of Tra				

Completed 01/04/23 BLR 14220 (Rev. 12/13/22)

#### CITY OF DES PLAINES

#### **RESOLUTION** R - 25 - 23

# A RESOLUTION FOR MAINTENANCE UNDER THE ILLINOIS HIGHWAY CODE (23-00000-00-GM).

**BE IT RESOLVED,** by the Mayor and City Council of the City of Des Plaines, Illinois, that there is hereby appropriated the sum of \$1,739,000.00 of Motor and Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2023 to December 31, 2023.

**BE IT FURTHER RESOLVED,** that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period specified above.

**BE IT FURTHER RESOLVED,** that the City of Des Plaines shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation; and

**BE IT FURTHER RESOLVED,** that the Clerk is hereby directed to transmit four certified originals of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

This Resolution shall be in full force and effect from and after its passage and approval according to law.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2023.

	APPROVED this	day of	, 2023.	
	VOTE: AYES	NAYS	ABSENT	
		_	MAYOR	
ATTEST:		A	pproved as to form:	
CITY CLER	K		eter M. Friedman, Gener	al Counsel



# PUBLIC WORKS AND ENGINEERING DEPARTMENT

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

#### **MEMORANDUM**

Date: December 27, 2022

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

From: Robert Greenfield, Superintendent of Utility Services

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

Timothy Watkins, Assistant Director of Public Works and Engineering

Subject: Water System Separation Project, Change Order No. 3

**Issue:** Due to utility conflicts discovered during construction, Change Order No. 3 is necessary to final out the Water System Separation Project.

**Analysis:** At its February 22, 2022 meeting, the City Council awarded the Water System Separation Project to the low bidder, John Neri Construction Co., Inc., in the amount of \$588,911.00. Change Order No. 1 was subsequently authorized extending the contract completion date due to supply chain issues with materials.

Due to utility conflicts discovered during construction, one of the separation locations had to be relocated to another site. The new site included the relocation of a Pressure Reducing Valve (PRV) and associated appurtenances. This revision resulted in Change Order No. 2 in the amount of \$53,720 which was approved at the August 1, 2022 City Council meeting. This increased the total contract amount to \$642,631.00.

Finally, at the new location at Seegers Road we discovered that the water main was enclosed in a steel casing pipe which required removal in order for the work to proceed. This resulted in Change Order No. 3 in the amount of \$79,085.64. The proposal is consistent with other pricing within the original contract.

**Recommendation:** We recommend approval of Change Order No. 3 to the contract with John Neri Construction Co., Inc., 770 Factory Road, Addison, IL 60101, in the amount of \$79,085.64.

#### **Attachments:**

Resolution R-29-23 Exhibit A - Change Order No. 3

#### CITY OF DES PLAINES

#### RESOLUTION R - 29 - 23

# A RESOLUTION APPROVING CHANGE ORDER NO. 3 WITH JOHN NERI CONSTRUCTION, INC. FOR THE WATER SYSTEM SEPARATION PROJECT.

- **WHEREAS,** Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and
- WHEREAS, on February 22, 2022, the City Council approved Resolution R-36-22, authorizing the City to enter into a contract ("Contract") with John Neri Construction, Inc. ("Contractor") for the Water System Separation Project ("Work"); and
- **WHEREAS,** Resolution R-36-22 authorized the expenditure of an amount not to exceed \$588,911 for the performance of the Work; and
- **WHEREAS,** on May 26, 2022, due to supply chain issues, the City entered into Change Order No. 1 adding 105 days of time to the Completion Date; and
- WHEREAS, on August 1, 2022, due to utility conflicts discovered during the course of construction, one of the construction locations needs to be relocated to another site, which includes the addition of a Pressure Reducing Valve and associated appurtenances, the City entered into Change Order No. 2 adding \$53,720 to the Contract; and
- WHEREAS, due to utility conflicts discovered during construction, one of the locations had to be relocated to another site, which included the relocation of a Pressure Reducing Valve (PRV) and associated appurtenances and the new location at Seegers Road had a casing around the watermain that had to be removed ("Additional Services"); and
- **WHEREAS**, the City requested a proposal from Contractor to perform Additional Services pursuant to the Contract; and
- **WHEREAS,** Contractor submitted a proposal in the not-to-exceed amount of \$79,085.64 to perform the Additional Services; and
- WHEREAS, the City and the Contractor desire to enter into Change Order No. 3 to the Contract ("Change Order No. 3") for the performance of the Additional Services in the not-to-exceed amount of \$79,085.64, increasing the total Contract amount to \$721,716.64; and
- **WHEREAS**, the City has sufficient funds in the Water Fund to procure the Additional Services from the Contractor in the not-to-exceed amount of \$79,085.64; and

WHEREAS, the City Council has determined that authorizing the Contractor to perform the Additional Services under the Contract pursuant to Change Order No. 3 is: (i) necessary to complete the Project; (iii) germane to the Contract in its original form as signed; and (iii) in the best interest of the City and authorized by law;

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

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

**SECTION 2: APPROVAL OF CHANGE ORDER NO. 3.** The City Council hereby approves Change Order No. 3 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

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

**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 da	ay of	, 2023	•
	<b>APPROVED</b> this _	day of		, 2023.
	VOTE: AYES	NAYS	ABSENT	
				MAYOR
				WITTOR
ATTEST:			Approved as to	o form:
CITY CLE	RK		Peter M. Frie	edman, General Counsel

DP-Resolution Approving Change Order No 3 with John Neri Const Water System Separation Project

#### CITY OF DES PLAINES

#### CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: <u>Water System Separation</u> CHANGE ORDER NO. <u>3</u>

LOCATION: <u>Seegers & Northwest Hwy, City of Des Plaines</u> CONTRACT NO.

CONTRACTOR: John Neri Construction Co, Inc. DATE: 12/28/22

#### I. A. DESCRIPTION OF CHANGES INVOLVED:

Due to utility conflicts discovered during construction, one of the locations had to be relocated to another site. The new site included the relocation of a Pressure Reducing Valve (PRV) and associated appurtenances. The new location at Seegers had a casing around the watermain that had to be removed. The proposal is consistent with other pricing within the original contract.

#### B. <u>REASON FOR CHANGE</u>:

The need for relocation of a Pressure Reducing Valve (PRV) that was installed for this project.

#### C. <u>REVISION IN CONTRACT COST</u>:

Additional \$79,085.64

Exhibit A Page 4 of 6

#### II. CHANGE ORDER CONDITIONS:

- 1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby extended by 105 days, making the final Completion Date 11/28/2022.
- 2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."
- 3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
- 4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds.

#### III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$588,911.00
2.	Net (addition) (reduction) due to all previous Change Orders Nos. 2 to	\$53,720.00
3.	Contract Price, not including this Change Order	\$642,631.00
4.	(Addition) (Reduction) to Contract Price due to this Change Order	\$79,085.64
5.	Contract Price including this Change Order	\$721,716.64

Exhibit A Page 5 of 6

IV.	. I	FIN	DIN	۱GS:

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

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

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

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

RECOMMENDED FOR ACCEPTANCE	RECON	MMEN	IDED	FOR	Α(	CEP	TAI	<b>NCE</b>
----------------------------	-------	------	------	-----	----	-----	-----	------------

PROJECT MANAGER:		Robert Greenfield				
	By:		(12/28/22)			
		Signature of Authorized Representative		Date		
ACCEPTED:						
CONTRACTOR:		John Neri Construction, Co.				
	By:		(	)		
		Signature of Authorized Representative		Date		
CITY OF DES PLAINES:						
	By:		(	)		
	-	Signature of Authorized Representative		Date		

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Exhibit A Page 6 of 6



# COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

#### **MEMORANDUM**

Date: January 5, 2023

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community and Economic Development (CED)

Subject: Construction Regulations Fee Schedule Amendments

**Issue:** Title 10, Chapter 13 of the City Code establishes the fees charged for plan reviews of proposed construction projects (Section 10-3-2) and building permits that allow those projects (Section 10-3-3). This fee schedule was last amended in 2021 to add the backflow administrative fee. At this time staff proposes a broader update of the fee schedule and a revision of demolition building code to complement the fee update.

Analysis: Staff recently undertook a comprehensive review of the current *Construction Regulations Fee Schedule* in coordination with the City's transition to new building permitting software (Tyler Energov). Once fully implemented, the software will feature a public-facing portal for an improved customer experience, including options to print and pay for permits online. Beyond the software transition, the intent of the amendments is to provide residents and contractors with a more straightforward experience when interacting with the City. Various permit fees have been simplified, and some redundant fee classifications have been eliminated, with the following as examples:

- The \$200 plan review fee for interior alterations in one- and two-family dwellings has been eliminated;
- Hot water heater replacement permits were broken out into a stand-alone category for one- and two-family dwellings and townhomes, and the fee reduced from \$70 to \$50;
- Vehicle Charging Stations were added as a permit category;
- The Plumbing Piping Upgrade permit category for one- and two-family dwellings and townhomes was eliminated and made part of general Plumbing permit category; and
- The permit fee for storable swimming pools was reduced from \$75 to \$50.

Additionally, the amendments remove a requirement for most residential properties to deposit a cash bond for demolition of residential detached garages and other accessory structures such as gazebos and sheds. Bonds would still be required for principal residential structures and all commercial structures. Staff anticipates that further updates to the fee schedule may be needed once the software is in full use. The effective date of the Ordinance changes will be February 14, 2023.

**Recommendation:** Staff recommends approval of Ordinance M-2-23 approving amendments to the Construction Regulations Fee Schedule and City Building Code Amendments.

# **Attachment:**

Attachment 1: Noted Changes to Title 10, Chapter 13 Construction Regulations Fee Schedule

## **Ordinance:**

M-2-23

## Exhibit A:

Amended Title 10, Chapter 13

#### **CHAPTER 13**

#### **CONSTRUCTION REGULATIONS FEE SCHEDULE**

SECTION:

10-13-1: Construction Values

10-13-2: Plan Review Fees

10-13-3: Fees For Permits And Inspections

#### 10-13-1: CONSTRUCTION VALUES:

For the purpose of computing building permit fees, the estimated value of new construction and alterations shall be determined by the Code official by one of the following methods:

- A. The Code official may accept an estimate furnished by the permit applicant.
- B. The Code official may accept a certificate of the valuation of construction from a licensed architect or a registered structural or professional engineer.
- C. The Code official may accept a copy of an executed contract from the owner or the owner's agent setting forth the value of the proposed work.
- D. The Code official may estimate the value of new construction based on the most current Building Valuation Data (BVD) Table published by the International Code Council (ICC), rounded to the nearest dollar.
  - E. The Code official may estimate the value of alterations based on the following formula:

[Value/sq. ft. from BVD Table x 50% and rounded to nearest dollar = value/sq. ft. alterations]

F. The Code official may estimate the value of commercial site work, including grading, parking, landscaping, at ten dollars (\$10.00) per square foot of gross site area. (Ord. M-42-18, 11-19-2018, eff. 1-1-2019)

#### 10-13-2: PLAN REVIEW FEES:

For any plans requiring a review, a fee shall be paid in accordance with the following schedules:

#### PLAN REVIEW FEE SCHEDULE

One- and two-family dwellings and townhomes:	
New one and two-family dwellings	\$500.00 per dwelling unit
New townhomes	\$ <del>750.00</del> 1,000 per model; \$200.00 per subsequent <del>building</del> unit
Additions one and two-family	\$200.00 per dwelling unit
Interior alterations one and two family <sup>1</sup>	\$200.00 per dwelling unit
Mobile Homes	<u>\$250.00</u>
Commercial, industrial and multi-family buildings:	
0 - 1,000 sq. ft.	\$ 400.00
1,001 - 5,000 sq. ft.	<u>\$</u> 800.00
5,001 - 10,000 sq. ft.	<u>\$</u> 1,200.00
10,001 - 15,000 sq. ft.	<u>\$</u> 1,600.00
15,001 - 20,000 sq. ft.	<u>\$</u> 1,800.00
20,001+ sq. ft.	\$2,200.00 plus \$0.03 per sq. ft. over 20,001 sq. ft.
Construction and/or interior alteration to single- dwelling unit within a multi-family building	\$ <del>100.00</del>
In-ground pool (in addition to standard plan- review fee)	\$ <del>500.00</del>
Hood and duct plan review (in addition to- standard plan review fee)	300.00
Plan review of revisions to approved plans	2% of applicable Permit fee (minimum \$50.00)
Footing and foundation	25% of building review fee (minimum \$400.00)
Fees for Third-Party Plan Review:	

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Third-Party Plan Review <sup><u>1</u>2</sup>	Paid to the City of Des Plaines

Note:

2.1. When (i) the Community and Economic Development Director has determined that third-party plan review is appropriate, and (ii) the cost of the third-party plan review exceeds the applicable plan review fee, the applicant must remit the cost of the third-party plan review, less the plan review fee already paid, directly to the City of Des Plaines.

(Ord. M-42-18, 11-19-2018, eff. 1-1-2019; amd. Ord. M-24-19, 10-7-2019)

#### 10-13-3: FEES FOR PERMITS AND INSPECTIONS:

For any permit issued in compliance with this Code, a fee shall be paid in accordance with the following schedules:

#### PERMIT FEE SCHEDULE

One- an	d two-family dwellings and townhomes:	
	ee calculations:	
	New construction, additions, and alterations (all-inclusive)	Value x 1. <del>65</del> <u>75</u> % (rounded up to \$1.00)
	inimum new construction or alteration permit e = \$50.00	
Si	ngle permit and fees:	
	Plumbing	\$ <del>50</del> 100.00 <del>plus \$20.00/fixture</del>
	Plumbing - piping upgrade	\$100.00 plus \$20.00/fixture
	Hot Water Heater Replacement	<u>\$50.00</u>
	Water service upgrade with new tap	\$1,000.00 plus meter <sup>4</sup> (if required)
	Water service upgrade from B-box	\$ <del>250</del> 100.00
	Sewer repair	<del>150</del> <u>\$100</u> .00
	Sewer repair with new tap	<del>250.00</del>
	Fire sprinkler_suppression_system_(new-system)	\$ <del>200</del> 150.00 plus \$1.00/head
	Fire sprinkler system (existing system)	\$100.00 plus \$1.00/head
	Electrical	\$ <del>50</del> 100.00 plus \$0.10/ <del>sq. ft.opening</del> (rounded up to \$1.00)
	Generator	\$200.00
	Electric service upgrade/replace	<del>100</del> \$200.00
	Vehicle Charging Station	<u>\$200.00</u>
	Low voltage (fire alarm, burglar alarm)	<del>50</del> \$100.00
	HVAC /Mechanical (remove/replace)	\$75.00 <del>per unit</del>
	HVAC / Mechanical New	Value <sup>2</sup> x 1.5% (rounded up to \$1.00) min \$75
	Site drainage and grading	Value x 1% (rounded up to \$1.00)
	Demolition (see Cash Compliance	\$100300.00 for primary structure / \$100 for
	<u>B</u> bonds)	each accessory structure Value 14-x 1%- (rounded up to \$1.00)
	Interior demolition	\$100.00
	In-ground swimming pool	<u>\$350400</u> .00
	Swimming pool or hot-tub (above ground)	<u>\$</u> 200.00
	Swimming pool ( <u>above ground</u> storable)	<u>\$7550</u> .00
	Pergola, gazebo <del>(pre-manufactured)</del>	<u>\$</u> 100.00
	<del>Pergola, gazebo or d</del> <u>D</u> eck	<u>\$</u> 200.00
	Lawn irrigation system	<u>\$</u> 50.00
	Shed, fence or siding	<u>\$</u> 50.00
	<u>Fence</u>	<u>\$50.00</u>
	Roofing, windows or doors	<u>\$</u> 50.00

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<sup>1.</sup> Kitchen and/or bath alterations that do not include structural work, as listed in the "Single Permit" section of the table set forthin Section 10-13-3, are excluded from plan review fee.

	Siding	<u>\$50.00</u>
	Hard surface (driveway/patio/ sidewalks)	<u>\$</u> 100.00
	Miscellaneous (1 inspection)	50.00
	Temporary Pods/Dumpsters (Right of Way)	<u>\$50.00</u>
	Disaster repair (all-inclusive) <sup>3</sup>	<u>\$</u> 100.00
	Kitchen alteration (no structural work)	<u>\$</u> 150.00
	Bathroom alteration (no structural work)	<u>\$75100</u> .00
	Temporary Certificate of Occupancy fee	\$ <del>150</del> 300.00 (per issuance and per extensions)
	Stop work <del>permit 10</del> order fee 10	100% of the Equivalent to the building permit fee (\$1,500.00 maximum cap) plus building permit fee
Commercia	al, industrial and multi-family buildings:	
Fee	calculations:	
	New construction and alterations (all-inclusive):	
	Under \$1.5m	Value <sup>2</sup> x 1. <u>7</u> 5% (rounded up to \$1.00)
	\$1.5m - \$3.5m	Value <sup>2</sup> x 1. <u>65</u> 9% (rounded up to \$1.00)
	\$3.5m - \$7.0m	Value <sup>2</sup> x <u>1.50.9</u> % (rounded up to \$1.00)
	\$7.0m - \$10m	Value <sup>2</sup> x <u>1.25</u> 0.8% (rounded up to \$1.00)
	\$10m+	Value <sup>2</sup> x <u>1.00.7</u> % (rounded up to \$1.00)
Minir	num commercial alteration, addition, new	value x <u>1.00.7</u> % (rounded up to \$1.00)
	truction permit fee = \$100.00	
Singl	e permits and fees:	
	Plumbing (interior)	\$ <del>100</del> 150.00 plus \$25.00/fixture
	Water service upgrade with new tap	\$ <del>1,250</del> 1,000.00 plus meter <sup>4</sup>
	Water service upgrade from B-box	\$ <del>500</del> 250.00
	Lawn irrigation system	\$100.00 <del>plus \$1.00 per head</del>
	Sewer repair	\$ <del>550</del> 250.00
	Sewer repair with new tap	1,100.00
	Fire sprinkler-suppression system (new-system)	\$ <del>200</del> 150.00 plus \$1.00/head <u>- or nozzle</u>
	Fire sprinkler system (existing system)	\$100.00 plus \$1.00/head
	Electrical (office, retail, etc.)	\$100.00 plus \$0.15 per opening/sq. ft. (rounded up to \$1.00)
	Electrical (warehouse, production, etc.)	\$100.00 plus \$0.05/sq. ft. (rounded up to \$1.00)
	Generator	\$ <del>500</del> 200.00
	Vehicle Charging Station	<u>Value<sup>2</sup> x 1.5% (rounded up to \$1.00)</u>
	Electric service	300.00
	Electric service (dwelling unit)	<del>100</del> 200.00
	Low voltage <u>(fire alarm, burglar alarm)</u>	100.00
	HVAC rooftop unit, er boiler, unit heater or furnace (remove/replace)	\$300250.00/ <del>reeftep</del> unit <del>or beiler</del>
	HVAC unit heater or furnace	\$200.00/unit heater or furnace
	HVAC-unit heater, or furnace, or air conditioner – for dwelling unit (remove/replace)	\$75.00 per unit
	HVAC – general rooftop unit, boiler, unit heater, furnace (new) hood	Value <sup>2</sup> x 1.5% (rounded up to \$1.00) min

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	(remove/replace/new)	<u>\$250</u>
	HVAC ductwork	\$100.00
	Hood (upgrade/replace/new)	Value <sup>2</sup> x 1.5% (rounded up to \$1.00) min \$250
	Site work - new parking, drainage/grading	Value <sup>2</sup> x 1% (rounded up to \$1.00)
	Site work - remove/replace hard surfaces	\$100.00 plus \$0.02/sq. ft. (rounded up to \$1.00)
	Temp Pods/Dumpsters	<u>\$50.00</u>
	Temporary Tent/Trailer	<u>\$100.00</u>
	Demolition (see <u>Cash Compliance</u> <u>B</u> bonds)	Value <sup>1</sup> x 1% (rounded up to \$1.00)
	Interior demolition	\$200.00
	Roofing <del>- overlay</del>	\$100.00 plus \$0. <del>02</del> 05/sq. ft. (rounded up to \$1.00)
	Roofing remove and replace	\$100.00 plus \$0.04/sq. ft. (rounded up to \$1.00)
	Tank installation or removal	\$300.00 plus \$0.01/gallon (rounded up to \$1.00)
	Fence	\$100.00 plus \$1.00/linear foot
	Elevators, escalators, lifts, etc. (install or repair):	\$150.00
	Biannual inspection or 5-year load- test	100.00
	Temporary and/or partial Certificate of Occupancy fee	\$300450.00 (per issuance and per extensions)
	Stop work <u>order fee permit</u> 10	100% of Equivalent to the building permit fee (\$1,500.00 maximum cap) plus building permit fee
Re-I	nspections	
	Re-Inspection Fee <sup>13</sup>	\$50.00
Sign	os:	
	Sign square footage = total dimensions of each sign face, including background or structure, as determined by the Zoning Administrator	
	Temporary signs and banners	\$50.00
	Permanent signs (new and replacement)	<u>\$100150</u> .00 <sup>65</sup>
	Billboards and electronic message board billboard signs	<u>\$</u> 250.00 <sup>6</sup>
Cas	sh compliance bonds:	
	Demolition	\$5,000.00 or value of site restoration 1, 14
	Temporary Certificate of Occupancy	\$5,000.00 <sup>7</sup>
	cal public entities and nonprofit anizations <sup>8</sup> :	
	Local public entities permit	No charge <sup>5</sup>
	Nonprofit organizations permit	20% of Standard permit fee
	Re-Inspection fee <sup>13</sup>	\$50.00
	Plan review fee <u>:</u>	

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			Construction Value \$500,000 or less	No Charge
			Construction Value more than \$500,000	See Note 11
Permit fee refunds <sup>9</sup> :		nds <sup>9</sup> :		
		Permit fee over \$100.00		Refund = (fee x 75%)
Backflow administrative fee:		nistrative fee:		
		Backflow administrative fee		\$19.95 per device

#### Notes:

- 1. As determined in accordance with Building Code section 3303.1 Demolition Permit Construction Documents, Performance Security.
  - 2. Including all site work when not part of a subdivision per title 13 of this Code.
  - 3. When declared by City Council.
  - 4. Current market price at time of permit issuance.
  - 5. Additional fees for electrical and/or structural permits may apply.
- 6. Additional fees for electrical and/or structural permits may apply. The fee for the structural permit shall be 1.5 percent of the value of the alteration of the alteration of the electronic message board billboard. The applicant is responsible for the cost of any third-party inspection.
  - 7. In accordance with Building Code section [A] 111.1.1 Temporary Certificate of Occupancy.
- 8. County, township, Municipality, Municipal corporation, school district or board, Forest Preserve District, Park District, Fire Protection District, Sanitary District, library systems, all other local government bodies.
  - 9. When no work has begun.
  - 10. In accordance with section 10-14-3 of this Code.
- 11. Local Public Entities are subject to the plan review fees set forth in the Plan Review Table in Section10-13-2. The Community and Economic Development Director may waive the plan review fee upon written request.
  - 12. No charge for local public entities and nonprofit organizations.
- 13. The cost of two inspections per trade discipline (e.g. plumbing, electrical, HVAC, etc.) are included in the building permit fee. After two failed inspections for a particular discipline (e.g. plumbing, electrical, HVAC, etc.), the re-inspection fee will apply to each subsequent re-inspection for that trade.
- 14. Bond is required for all commercial, industrial, and multifamily structures, and residential one- and two-family dwellings and townhome principal structures. Detached garages and structures such as sheds, pergolas, and gazebos accessory to one- and two-family dwellings and townhomes do not require a bond.

(Ord. M-42-18, 11-19-2018, eff. 1-1-2019; amd. Ord. M-24-19, 10-7-2019; Ord. M-1-21, 2-1-2021)

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#### CITY OF DES PLAINES

#### ORDINANCE M - 2 - 23

## AN ORDINANCE AMENDING TITLE 10 OF THE CITY CODE OF THE CITY OF DES PLAINES REGARDING PLAN REVIEW AND PERMIT FEES.

**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 10 of the City Code of the City of Des Plaines, as amended ("City Code"), regulates construction in the City ("Construction Regulations"); and

WHEREAS, the Construction Regulations set forth the required fees for the various types of permits issued by and plan reviews performed by the City (collectively, "Fee Schedules"); and

WHEREAS, the City's Department Community and Economic Development staff recently reviewed the Fee Schedules, the City's permit and plan review procedures, and trends in the construction industry and desire to amend the Construction Regulations to update the Fee Schedules and clarify regulations regarding the provision of performance security relating to temporary certificates of occupancy and demolition permits; and

WHEREAS, the City Council has determined that it is in the best interest of the City to 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. CONSTRUCTION REGULATIONS FEE SCHEDULE.** Chapter 13, titled "Construction Regulations Fee Schedule," of Title 10, titled "Construction Regulations," of the City Code is hereby repealed and replaced in its entirety with a new Chapter 13, as set forth in **Exhibit A** attached to and, by this reference, made a part of this Ordinance.

<u>SECTION 3.</u> <u>DEMOLITION PERMIT – CONSTRUCTION DOCUMENTS,</u> <u>PERFORMANCE SECURITY.</u> Section 2, titled "Amendments to the International Building Code," of Chapter 1, titled "Building Code" of Title 10, titled "Construction Regulations," of the City Code is hereby amended to further amend Section [A]3303.1 of the 2015 International Building Code as follows:

{00129378.2}

"[A]3303.1 Demolition Permit - Construction Documents, Performance Security

- A. Construction Documents and Schedule: Prior to the issuance of a demolition permit, construction documents and a schedule for demolition shall be submitted where required by the Director of Community and Economic Development or his their designee.
- B. Performance Security: In addition to the payment of the applicable permit fees set forth in section 10-13-2 of this code, every application for a applicable demolition permit application shall be accompanied by a cash bond in the amount set forth in section 10-13-2 of this code, on terms acceptable to the Director of Community and Economic Development, to secure the completion of the following work: filling, grading, and seeding the site so that the site does not allow (i) the accumulation of standing water, except for approved detention or retention, or (ii) the drainage or runoff of storm water to adjoining properties.
  - 1. Refund: The cash bond required pursuant to subsection B of this section shall be refunded by the city upon final inspection and approval of the demolition work by the city.
  - 2. Forfeiture: The city will notify the property owner and permit holder in writing if (i) the demolition permit has lapsed and the lot is not filled, graded, or seeded in accordance with section 3303.4 of this code or the National Pollutant Discharge Elimination System (NPDES) permit, if applicable, or (ii) the work performed pursuant to the demolition permit otherwise violates this code. If the property is not brought into compliance with this section within 30 days after such notice is sent, then the cash bond required pursuant to subsection B of this section shall be deemed forfeited to the city. The city may, but is not obligated to, use the forfeited funds to fill, grade, and/or seed the demolition site in accordance with this section."

<u>SECTION 4. SEVERABILITY.</u> 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 after its passage, approval and publication in pamphlet according to law on February 14, 2023 and not before that time.

[SIGNATURE PAGE FOLLOWS]

{00129378.2}

	PASSED this	day of		_, 2023.	
	APPROVED this	day of		, 2023.	
	VOTE: Ayes	Nays	Absent		
ATTEST:				MAYOR	
CITY CLE	RK				
	pamphlet form this, 20	23	Approved as	s to form:	
CITY CLE	RK		Peter M. Fr	iedman, General Counsel	_

DP-Ordinance Amending Construction Regulations

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#### EXHIBIT A

#### CHAPTER 13 CONSTRUCTION REGULATIONS FEE SCHEDULE

#### 10-13-1 : CONSTRUCTION VALUES:

For the purpose of computing building permit fees, the estimated value of new construction and alterations shall be determined by the Code official by one of the following methods:

- A. The Code official may accept an estimate furnished by the permit applicant.
- B. The Code official may accept a certificate of the valuation of construction from a licensed architect or a registered structural or professional engineer.
- C. The Code official may accept a copy of an executed contract from the owner or the owner's agent setting forth the value of the proposed work.
- D. The Code official may estimate the value of new construction based on the most current Building Valuation Data (BVD) Table published by the International Code Council (ICC), rounded to the nearest dollar.
- E. The Code official may estimate the value of alterations based on the following formula:

[Value/sq. ft. from BVD Table x 50% and rounded to nearest dollar = value/sq. ft. alterations]

F. The Code official may estimate the value of commercial site work, including grading, parking, landscaping, at ten dollars (\$10.00) per square foot of gross site area. (Ord. M-42-18, 11-19-2018, eff. 1-1-2019)

#### 10-13-2 : PLAN REVIEW FEES:

For any plans requiring a review, a fee shall be paid in accordance with the following schedules:

#### PLAN REVIEW FEE SCHEDULE

One- and two-family dwellings and townhomes:	
New one and two-family dwellings	\$500.00 per dwelling unit
New townhomes	\$1,000 per model; \$200.00 per subsequent unit
Additions one and two-family	\$200.00 per dwelling unit
Mobile Homes	\$250.00
Commercial, industrial and multi-family buildings:	
0 - 1,000 sq. ft.	\$ 400.00
1,001 - 5,000 sq. ft.	\$800.00
5,001 - 10,000 sq. ft.	\$1,200.00
10,001 - 15,000 sq. ft.	\$1,600.00

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	15,001 - 20,000 sq. ft.	\$1,800.00
	20,001+ sq. ft.	\$2,200.00 plus \$0.03 per sq. ft. over 20,001 sq. ft.
	Plan review of revisions to approved plans	2% of applicable Permit fee (minimum \$50.00)
Fees	s for Third-Party Plan Review:	
	Third-Party Plan Review <sup>1</sup>	Paid to the City of Des Plaines

#### Note:

1. When (i) the Community and Economic Development Director has determined that third-party plan review is appropriate, and (ii) the cost of the third-party plan review exceeds the applicable plan review fee, the applicant must remit the cost of the third-party plan review, less the plan review fee already paid, directly to the City of Des Plaines.

#### 10-13-3 : FEES FOR PERMITS AND INSPECTIONS:

For any permit issued in compliance with this Code, a fee shall be paid in accordance with the following schedules:

#### PERMIT FEE SCHEDULE

- and two-family dwellings and shomes:	
Fee calculations:	
New construction, additions, and alterations (all-inclusive)	Value x 1.75% (rounded up to \$1.00)
Minimum new construction or alteration permit fee = \$50.00	
Single permit and fees:	
Plumbing	\$100.00
Hot Water Heater Replacement	\$50.00
Water service upgrade with new tap	\$1,000.00 plus meter <sup>4</sup> (if required)
Water service upgrade from B-box	\$100.00
Sewer repair	\$100.00
Fire suppression system	\$150.00 plus \$1.00/head
Electrical	\$100.00 plus \$0.10/opening (rounded up to
	\$1.00)

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Generator	\$200.00
Electric service upgrade/replace	\$200.00
Vehicle Charging Station	\$200.00
Low voltage (fire alarm, burglar alarm)	\$100.00
HVAC /Mechanical (remove/replace)	\$75.00
HVAC / Mechanical New	Value <sup>2</sup> x 1.5% (rounded up to \$1.00) min \$75
Site drainage and grading	Value x 1% (rounded up to \$1.00)
Demolition (see Cash Compliance Bonds)	\$300.00 for primary structure / \$100 for each accessory structure <sup>14</sup>
Interior demolition	\$100.00
In-ground swimming pool	\$400.00
Swimming pool or hot-tub (above ground)	\$200.00
Swimming pool (above ground storable)	\$50.00
Pergola, gazebo	\$100.00
Deck	\$200.00
Lawn irrigation system	\$50.00
Shed,	\$50.00
Fence	\$50.00
Roofing, windows or doors	\$50.00
Siding	\$50.00
Hard surface (driveway/patio/ sidewalks)	\$100.00
Temporary Pods/Dumpsters (Right of Way)	\$50.00
Disaster repair (all-inclusive) <sup>3</sup>	\$100.00
Kitchen alteration (no structural work)	\$150.00
Bathroom alteration (no structural work)	\$100.00
Temporary Certificate of Occupancy fee	\$300.00 (per issuance and per extensions)
Stop work order fee <sup>10</sup>	Equivalent to the building permit fee (\$1,500.00 maximum cap)

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Commercial, industrial and multi-family buildings:			
	Fee	calculations:	
		New construction and alterations (all-inclusive):	
		Under \$1.5m	Value <sup>2</sup> x 1.75% (rounded up to \$1.00)
		\$1.5m - \$3.5m	Value <sup>2</sup> x 1.65% (rounded up to \$1.00)
		\$3.5m - \$7.0m	Value $^2$ x 1.5% (rounded up to \$1.00)
		\$7.0m - \$10m	Value <sup>2</sup> x 1.25% (rounded up to \$1.00)
		\$10m+	Value <sup>2</sup> x $1.0\%$ (rounded up to \$1.00)
		imum commercial alteration, addition, construction permit fee = \$100.00	•
	Sing	le permits and fees:	
		Plumbing (interior)	\$150.00
		Water service upgrade with new tap	\$1,000.00 plus meter <sup>4</sup>
		Water service upgrade from B-box	\$250.00
		Lawn irrigation system	\$100.00
		Sewer repair	\$250.00
		Fire suppression system	\$150.00 plus \$1.00/head or nozzle
		Electrical	\$100.00 plus \$0.15 per opening (rounded up to \$1.00)
		Generator	\$200.00
		Vehicle Charging Station	Value <sup>2</sup> x 1.5% (rounded up to \$1.00)
		Electric service	300.00
		Electric service (dwelling unit)	200.00
		Low voltage (fire alarm, burglar alarm)	100.00
		HVAC rooftop unit, boiler, unit heater or furnace (remove/replace)	\$250.00/ unit
		HVAC heater, furnace, or air conditioner – for dwelling unit (remove/replace)	\$75.00 per unit
		HVAC – general (new)	Value <sup>2</sup> x 1.5% (rounded up to \$1.00)

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	min \$250	
Hood (upgrade/replace/new)	Value <sup>2</sup> x 1.5% (rounded up to \$1.00) min \$250	
Site work - new parking, drainage/grading	Value <sup>2</sup> x 1% (rounded up to \$1.00)	
Site work - remove/replace hard surfaces	\$100.00 plus \$0.02/sq. ft. (rounded up to \$1.00)	
Temp Pods/Dumpsters	\$50.00	
Temporary Tent/Trailer	\$100.00	
Demolition (see Cash Compliance Bonds)	Value <sup>1</sup> x 1% (rounded up to \$1.00)	
Interior demolition	\$200.00	
Roofing	\$100.00 plus \$0.05/sq. ft. (rounded up to \$1.00)	
Tank installation or removal	\$300.00 plus \$0.01/gallon (rounded up to \$1.00)	
Fence	\$100.00 plus \$1.00/linear foot	
Elevators, escalators, lifts, etc. (install or repair):	\$150.00	
Temporary and/or partial Certificate of Occupancy fee	\$450.00 (per issuance and per extensions)	
Stop work order fee <sup>10</sup>	Equivalent to the building permit fee (\$1,500.00 maximum cap)	

Re-	Inspections		
	Re-Inspection Fee <sup>13</sup>	\$50.00	
Signs:			
	Temporary signs and banners	\$50.00	
	Permanent signs (new and replacement)	\$150.00 <sup>6</sup>	
	Billboards and electronic message board billboard signs	\$250.006	
Cash compliance bonds:			
	Demolition	\$5,000.00 or value of site	

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			restoration <sup>1</sup> , 14	
		Temporary Certificate of Occupancy	\$5,000.00 <sup>7</sup>	
Local public entities and nonprofit organizations <sup>8</sup> :		*		
		Local public entities permit	No charge <sup>5</sup>	
		Nonprofit organizations permit	20% of Standard permit fee	
		Re-Inspection fee <sup>13</sup>	\$50.00	
		Plan review fee:		
		Construction Value \$500,000 or less	No Charge	
		Construction Value more than \$500,000	See Note 11	
Permit fee refunds <sup>9</sup> :		e refunds <sup>9</sup> :		
		Permit fee over \$100.00	Refund = (fee x $75\%$ )	
Backflow administrative fee:		administrative fee:		
		Backflow administrative fee	\$19.95 per device	

#### Notes:

- 1. As determined in accordance with Building Code section 3303.1 Demolition Permit Construction Documents, Performance Security.
- 2. Including all site work when not part of a subdivision per title 13 of this Code.
- 3. When declared by City Council.
- 4. Current market price at time of permit issuance.
- 5. Additional fees for electrical and/or structural permits may apply.
- 6. Additional fees for electrical and/or structural permits may apply. The fee for the structural permit shall be 1.5 percent of the value of the alteration. The Building Official may, at their discretion, require a third-party inspection of the billboard or electronic message board billboard. The applicant is responsible for the cost of any third-party inspection.
- 7. In accordance with Building Code section [A] 111.1.1 Temporary Certificate of Occupancy.
- 8. County, township, Municipality, Municipal corporation, school district or board, Forest Preserve District, Park District, Fire Protection District, Sanitary District, library systems, all other local government bodies.
- 9. When no work has begun.
- 10. In accordance with section 10-14-3 of this Code.  $\{00129378.2\}$

Exhibit A Page 16 of 17

- 11. Local Public Entities are subject to the plan review fees set forth in the Plan Review Table in Section 10-13-2. The Community and Economic Development Director may waive the plan review fee upon written request.
- 12. No charge for local public entities and nonprofit organizations.
- 13. The cost of two inspections per trade discipline (e.g. plumbing, electrical, HVAC, etc.) are included in the building permit fee. After two failed inspections for a particular discipline (e.g. plumbing, electrical, HVAC, etc.), the re-inspection fee will apply to each subsequent reinspection for that trade.
- 14. Bond is required for all commercial, industrial, and multifamily structures, and residential one- and two-family dwellings and townhome principal structures. Detached garages and structures such as sheds, pergolas, and gazebos accessory to one- and two-family dwellings and townhomes do not require a bond.

Exhibit A Page 17 of 17

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, TUESDAY, JANUARY 3, 2023

## CALL TO ORDER

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 7:00 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Tuesday, January 3, 2023.

#### **ROLL CALL**

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

Also present were: City Manager Bartholomew, Assistant 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 Lenneman.

## PRAYER AND PLEDGE

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

#### **PUBLIC COMMENT**

Resident Jim Hansen stated the intention of public comment is to allow the residents to ask questions, and he that he feels recently residents have been discouraged from asking questions. He stated even though answers to the questions do not have to be given, residents should feel comfortable putting their question on the record.

Resident Earl Wilson stated it is his opinion the municipal boards and commissions should have term limits.

#### ALDERMAN ANNOUNCEMENTS

Alderman Moylan mentioned he hoped everyone had a nice holiday season and a Happy New Year.

Alderman Oskerka stated he will be hosting a ward meeting for the 3<sup>rd</sup> ward at City Hall on January 12<sup>th</sup> at 6:00 p.m. – the topic of conversation will be the open-air greenspace on the Graceland/Webford project.

Alderman Zadrozny wished everyone a Happy New Year.

Alderman Brookman wished everyone a Happy and Healthy New Year.

Alderman Chester wished everyone a Happy New Year.

Alderman Smith wished everyone a Happy New Year.

Alderman Ebrahimi wished everyone a Happy New Year.

#### **CONSENT AGENDA**

Resident Tom Lovestrand requested Item #12 & Item #13 be removed from the Consent Agenda. He asked for the Items to be voted on after the 3<sup>rd</sup> Ward meeting since the topic will be addressed in an open forum at that time.

Alderman Brookman requested Item #9 to be removed from the Consent Agenda.

Resident Deb Lester requested Item #11 to be removed from the Consent Agenda.

Moved by Brookman, seconded by Oskerka, to Establish the Consent Agenda without Item #9, Item #11, Item #12, and Item #13.

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Upon voice vote, the vote was:

8 - Lysakowski, Moylan, Oskerka, Zadrozny, AYES:

Brookman, Chester, Smith, Ebrahimi

NAYS: 0 -None ABSENT: 0 -None Motion declared carried.

Moved by Brookman, seconded by Chester, to Approve the Consent Agenda without Item #9, Item # 11, Item #12, and Item #13.

Upon roll call, the vote was:

**AYES:** Lysakowski, Moylan, Oskerka, Zadrozny,

Brookman, Chester, Smith, Ebrahimi

NAYS: 0 -None 0 -None ABSENT: Motion declared carried.

Minutes were approved; Resolutions R-1-23, R-2-23, R-6-23, R-8-23, R-9-23, R-10-23, R-11-23, R-12-23, R-14-23 were adopted.

City Clerk Mastalski read the Items removed from the Consent Agenda

#### APPROVE TSK ORD 2/ PUB SAFE EQUIP/ **HAVEY COMM**

**Consent Agenda** 

Moved by Brookman, seconded by Chester, to Approve Resolution R-1-23, A RESOLUTION APPROVING TASK ORDER NO. 2 WITH HAVEY COMMUNICATIONS, INC. FOR THE PURCHASE AND INSTALLATION OF PUBLIC SAFETY EQUIPMENT. Motion declared carried as approved unanimously under Consent Agenda.

Resolution R-1-23

#### **AUTH EXPEND OF FUNDS/ LEASE/**

**KONICA** 

**Consent Agenda** 

Moved by Brookman, seconded by Chester, to Approve Resolution R-2-23, A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER A LEASE WITH KONICA MINOLTA PREMIER FINANCE AND A SERVICES AGREEMENT WITH KONICA MINOLTA BUSINESS SOLUTIONS USA, INC. Motion declared carried as approved unanimously under Consent Agenda.

Resolution R-2-23

#### APPROVE & AUTH/ **IGA/ MUTUAL AID BOX ALARM SYS**

**Consent Agenda** 

Moved by Brookman, seconded by Chester, to Approve Resolution R-6-23, A RESOLUTION APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM (MABAS MASTER AGREEMENT 2022). Motion declared carried as approved unanimously under Consent Agenda.

Resolution R-6-23

#### APPROVE CONTR/ **ROOF REHAB/RJN** MAPLE ST PUMP STN

**Consent Agenda** 

Moved by Brookman, seconded by Chester, to Approve Resolution R-8-23, A RESOLUTION APPROVING Α CONTRACT WITH L. MARSHALL, INC. FOR ROOF REHABILITATION WORK AT THE MAPLE STREET PUMPING STATION AT 2555 MAPLE STREET. Motion declared carried as approved unanimously under Consent Agenda.

Resolution R-8-23

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# APPROVE AGRMT/ SENSUS WTR MTRS/ CORE & MAIN Consent Agenda

Moved by Brookman, seconded by Chester, to Approve Resolution R-9-23, A RESOLUTION APPROVING AN AGREEMENT WITH CORE & MAIN, LP FOR THE PURCHASE AND INSTALLATION OF SENSUS WATER METERS. Motion declared carried as approved unanimously under Consent Agenda.

## Resolution R-9-23

#### APPROVE PURCH/ VFDS/ REVERE ELEC SPLY CO Consent Agenda

Moved by Brookman, seconded by Chester, to Approve Resolution R-10-23, A RESOLUTION APPROVING A PURCHASE FROM REVERE ELECTRIC SUPPLY COMPANY FOR THE PURCHASE OF VFDs FOR THE MAPLE STREET PUMPING STATION. Motion declared carried as approved unanimously under Consent Agenda.

## Resolution R-10-23

#### APPROVE PURCH/ VALVES/ CORE & MAIN

**Consent Agenda** 

Moved by Brookman, seconded by Chester, to Approve Resolution R-11-23, A RESOLUTION APPROVING A PURCHASE VALVES FOR THE MAPLE STREET PUMPING STATION FROM CORE & MAIN, LP. Motion declared carried as approved unanimously under Consent Agenda.

## Resolution R-11-23

#### APPROVE AGRMT/ SEWER LINING/ HOERR CONST Consent Agenda

Moved by Brookman, seconded by Chester, to Approve Resolution R-12-23, A RESOLUTION APPROVING AN AGREEMENT WITH HOERR CONSTRUCTION, INC. FOR SEWER LINING AS PART OF THE 2023 CAPITAL IMPROVEMENT PROJECT. Motion declared carried as approved unanimously under Consent Agenda.

## Resolution R-12-23

# APPROVE EXEC/ LAA & ESA/ IDOT & CHRISTOPHER B. BURKE ENG Consent Agenda

Resolution R-13-23, A RESOLUTION APPROVING THE EXECUTION OF A LOCAL AGENCY AGREEMENT WITH IDOT AND AN ENGINEERING SERVICES AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. IN CONNECTION WITH THE CONSTRUCTION OF THE OAKTON STREET SIDEPATH PROJECT, was removed from the Consent Agenda.

## Resolution R-13-23

Alderman Brookman stated she requested the Item to be removed from the Consent Agenda in order to discuss the significant cost increase to the City and the potential loss of state grant funds if the City does not move forward with the project. Alderman Brookman asked Director of PW&E Oakley to give his option on if the City should move forward with the project even with the cost increase to the City.

Director of PW&E Oakley stated he still recommends with proceeding with the bidding for the project, and to make a determination once the City receives the low bid. He stated the City is also looking into other funding sources as Cook County Investment Cook, DCO from the state, CMAC, and STP.

Moved by Brookman, seconded by Chester, to Approve the Resolution R-13-23, A RESOLUTION APPROVING THE EXECUTION OF A LOCAL AGENCY AGREEMENT WITH IDOT AND AN ENGINEERING SERVICES AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. IN CONNECTION WITH THE CONSTRUCTION OF THE OAKTON STREET SIDEPATH PROJECT.

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Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,

Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None ABSENT: 0 - None Motion declared carried.

APPROVE AGRMT/ TEMP STAFF SVCS/ GOVTEMPSUSA Consent Agenda Moved by Brookman, seconded by Chester, to Approve Resolution R-14-23, A RESOLUTION APPROVING AN AGREEMENT WITH GOVTEMPSUSA, LLC FOR TEMPORARY STAFFING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution R-14-23

AMD SEC 7-3-2 & 7-10-6/ CITY CODE/ COMM TRK PARK Consent Agenda Ordinance M-1-23, AN ORDINANCE AMENDING SECTIONS 7-3-2 AND 7-10-6 OF THE DES PLAINES CITY CODE REGARDING COMMERCIAL TRUCK PARKING WITHIN THE CITY, was removed from the Consent Agenda.

Ordinance M-1-23 Resident Deb Lester stated she requested the Item to be removed from the Consent Agenda in order to address the amount of in initial fine in Section 7-3-2. She stated she is concerned with the amount being too de minimis, and the fine should be more substantial.

Mayor Goczkowski stated it might be worth looking at the Northwest Municipal Conference to see the whole scale of other communities.

Alderman Moylan stated the amount has been increased, the level of enforcement has been stepped up by the Police Department, and the second fine is significantly higher.

Police Chief Anderson stated the philosophy for the first fine was as a warning since some people may not know the parking regulations, and the City has seen positive results from stepped up enforcement.

Moved by Brookman, seconded by Chester, to Defer and send back to staff to review the fee schedules neighboring municipalities, the Ordinance M-1-23, AN ORDINANCE AMENDING SECTIONS 7-3-2 AND 7-10-6 OF THE DES PLAINES CITY CODE REGARDING COMMERCIAL TRUCK PARKING WITHIN THE CITY.

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,

Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None ABSENT: 0 - None Motion declared carried.

SECOND READING/ ORDINANCE Z-40-22 Consent Agenda Ordinance Z-40-22, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING THE DEFINITION OF "PARK", was removed from the Consent Agenda.

Resident Tom Lovestrand stated in light of upcoming the 3<sup>rd</sup> Ward meeting on January 12, 2023, that it would be beneficial to wait until the next City Council meeting to incorporate any input Alderman Oskerka receives from the residents regarding the definition of "park".

Moved by Oskerka, seconded by Zadrozny, to Defer the Ordinance Z-40-22 until the City Council meeting on January 16, 2023, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING THE DEFINITION OF "PARK".

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Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,

Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None ABSENT: 0 - None Motion declared carried.

#### SECOND READING/ ORDINANCE Z-41-22 Consent Agenda

Ordinance Z-41-22, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING THE OFF-STREET PARKING REQUIREMENTS FOR PARKS, was removed from the Consent Agenda.

Moved by Oskerka, seconded by Zadrozny, to Defer the Ordinance Z-41-22 until the City Council meeting on January 16, 2023, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING THE OFF-STREET PARKING REOUIREMENTS FOR PARKS.

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,

Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None ABSENT: 0 - None Motion declared carried.

## APPROVE MINUTES Consent Agenda

Moved by Brookman, seconded by Chester, to Approve the Minutes of the City Council meeting of December 19, 2022, as published. Motion declared carried as approved unanimously under Consent Agenda.

#### APPROVE MINUTES Consent Agenda

Moved by Brookman, seconded by Chester, to Approve the Closed Session Minutes of the City Council meeting of December 19, 2022, as published. Motion declared carried as approved unanimously under Consent Agenda.

## UNFINISHED BUSINESS

CONSIDER
APPROVING A
SECOND MAJOR
AMEND TO
EXISTING PUD,
FINAL PLAT OF
SUBDIV, AND
MAJOR VAR, AND
REPEAL PRIOR
APPROVALS FOR
1700 W. HIGGINS
RD
Ordinance

Z-39-22

Director of Community & Economic Development Carlisle reviewed a memorandum dated December 22, 2022.

On December 19, 2022, the City Council deferred a vote on the first reading of approving Ordinance Z-39-22. Staff has researched the off-street parking requirements of other communities in the O'Hare area for office and hotel uses, as well as the findings from the most recent Institute for Transportation Engineers (ITE) Parking Generation Manual.

In summary, Des Plaines' current requirements are in line with the comparison group, although Arlington Heights (office) and Schiller Park (hotel) require less. However, it appears all communities in the study group require more parking for both uses than the averages concluded by ITE. If Des Plaines used the requirement that matched the ITE averages, variation would be required for this proposal, but the amount of relief necessary would be less. Under ITE averages, the development would require 417 spaces: 83 for the hotel and 334 for the office. The petitioner is proposing 308 spaces: 247 for the office, and 61 for the hotel.

The petitioner's materials argue the following: (i) The office and proposed hotel would have offset periods of peak demand – hotels are highest late night, overnight, and early morning, while offices are highest midday on weekdays – leading to a combined peak of 273 spaces at 10 a.m. on weekdays; and (ii) the reported current use of parking is a maximum of 160 of the 392 available spaces in a 72 percent occupied office building – in a 100 percent occupied building, based on the same proportions, the maximum would be 222.

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The petitioner is requesting the following: (i) a Major Change to a Conditional Use for a Final PUD under Section 12-3-5 of the Zoning Ordinance to allow for a hotel to the east of the existing office building but without the parking garage that was approved in 2021; bulk exceptions include building height for the hotel, parking lot curb distance from lot lines in the proposed hotel parking area, and width of the parking lot perimeter landscape area; (ii) a Final Plat of Subdivision under Section 13-2-8 of the Subdivision Regulations to subdivide the site into four lots of record and grant subdivision variations for lot depth and frontage for the billboard lots; and (iii) Major Variations to reduce the required parking for the existing office building and proposed hotel.

All of the requests are intended to work in concert to achieve the following:

- Obtain major variation relief for the number of required off-street parking spaces for both the existing office building and the proposed hotel.
- Resubdivide the existing lots to provide individual lots for the existing office building, each of the two existing billboards, and the proposed hotel, with subdivision variations for the billboard lots.
- Modify the existing parking lot area in the southeast corner of the subject property to make room for a new hotel building and its parking area.

The petitioner, Mariner Higgins Centre, LLC, is requesting a Major Change to the PUD to allow for the construction of a 107-room, five-story (approximately 59-foot-tall) Home2 Suites by Hilton hotel. The hotel specializes in extended stay. The proposed plans eliminate a 207-space parking garage that was a part of the Final PUD approved September 20, 2021. The brand, hotel concept, building height, and number of rooms are unchanged from the approval in 2021.

The Final PUD plan has been revised to show the proposed hotel positioned in the southeast corner of the property substantially in the same location as in the 2021 approval. However, the existing surface parking area on the northwest portion of the property, where the parking garage had been proposed, is now retained (the garage was going to be built over a portion of this area). The property owner now proposes:

- Construction of an approximately 64,760-square-foot hotel on the southeast corner of the lot:
- Separate parking area and access for the new hotel; and
- Stormwater detention facilities for the hotel parcel (Lot 2) to accommodate run-off.

The subject property is currently accessed by one, signalized entrance off Higgins Road and single drive aisle to the building, surface/covered parking areas, and billboard signs. The proposed lot configuration will reallocate the parking area east of the drive aisle for the new hotel and hotel surface parking area but will not alter the existing drive aisle. The new hotel parcel (Lot 2) will be accessible via a single entranceway, which is aligned with the existing entranceway to the front of the office building. The service drive for the hotel parcel does not provide access to all sides of the proposed hotel building and does not meet width standards for fire truck access due to space constraints. However, the proposal does include a fire hydrant located on the east side of the building, which has been approved by the Fire Prevention Bureau.

The off-street parking requirements of the Zoning Ordinance are based on the types of uses proposed. The existing office building is one use, and the proposed hotel is a separate use. Each use has a specific requirement for off-street parking:

• Office use requires one off-street parking space for every 250 square feet of gross floor area, as defined in Section 12-13-3 and excluding floor area devoted primarily to storage areas (up to 10% of the total combined floor area), food preparation areas, bathrooms, mechanical rooms, hallways, stairwells, and elevators.

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• Hotel use requires one off-street parking space for every guest room plus one space for every 200 square feet of area devoted to offices.

The proposed hotel building (Lot 2) consists of 107 rooms and approximately 587 square feet of office space area, requiring a total of 110 spaces. The proposal for the hotel parcel includes 63 spaces, or potentially 61-62 after designation of any loading spaces, which means the minimum requirement is not met and requires variation. Similarly, for the existing office building (Lot 1), after subtracting the excluded floor areas, the requirement is 541 spaces. The subject property was built under different parking regulations and contains 392 spaces, which does not conform with the current parking requirements.

The new proposal—with the hotel and no parking garage—reduces the total parking count to 310 spaces for the entire site, or 308-309 after loading designation. With 61-63 spaces allocated for the hotel on Lot 2, the office building on Lot 1 will have a balance of 247-249 parking spaces, as compared with 338 in the concept with the parking garage.

The proposal seeks to add landscaping throughout the new proposed Lot 2 designated for the new hotel including foundation and parking lot landscaping areas. A PUD exception to waive the required five-foot-wide perimeter parking lot landscape area behind the south and east parking space rows is requested.

The existing property consists of two parcels totaling 5.74 acres, containing a six-story office building with 139,000 square feet of leasable office space and a 392 parking lot, including 358 surface spaces, 28 indoor spaces, and six handicap accessible parking spaces. The petitioner proposes to resubdivide the existing parcels into four lots—without the addition of a vacation-of-right-of-way area as approved in 2021. The site description of Final Plat of Subdivision:

- Parcel 1 includes the existing office building and existing surface parking areas, except for the parking area portion located east of the entrance drive from Higgins Road;
- Parcel 2 includes the proposed hotel and separate new surface parking area located east of the entrance drive off Higgins Road;
- Parcel 3 includes the existing northeastern billboard sign; and
- Parcel 4 includes the existing northwestern billboard sign.

The Final Plat shows the following existing easements: (i) a 34-foot-by-92.29- foot stormwater detention area; (ii) a 51-foot-by-76.9-foot stormwater detention area; (iii) a 10-foot storm sewer easement at the southwestern portion of the property; (iv) a 14-foot public utility easement throughout the south portion of the property; and (v) a 10-foot public utilities easement throughout the north portion of the property.

The proposed Lots 3 and 4, which will contain the billboard signs, are new lots and are subject to the Subdivision Regulations. Pursuant to Section 13-2-5.R, all new lots must be a minimum of 125 feet in depth. Since the proposed Lots 3 and 4 are only 10 feet deep, they do not meet the minimum depth requirements resulting in a need for subdivision variation for each as part of this request. Further, the proposed lots border a private parking area, but not a public street, thus each requiring a subdivision variation.

The PZB voted 6-0 to approve the Tentative Plat and voted 6-0 for each of other motions, to recommend approval of the major variations, Final PUD, and Final Plat of Subdivision (with Subdivision Variations).

Should the City Council vote to approve the requests, staff and the PZB recommend the following conditions:

1. Off-street loading in a location and quantity required by Section 12-9-9 of the Zoning Ordinance and in the size specified by the PZB will be provided.

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2. All governing documents for the proposed development including covenants, conditions, and restrictions, or any operating reciprocal easement agreements must be submitted to and approved by the City's General Counsel prior to the recording of the Final Plat of PUD or Final Plat of Subdivision.

Mark Rogers, attorney for the petitioner, spoke on their behalf.

Moved by Chester, seconded by Oskerka, to Approve the Ordinance Z-39-22, AN ORDINANCE APPROVING A SECOND MAJOR AMENDMENT TO AN EXISTING PLANNED UNIT DEVELOPMENT, FINAL PLAT OF SUBDIVISION, AND MAJOR VARIATIONS AND REPEALING PRIOR APPROVALS FOR 1700 W. HIGGINS ROAD, DES PLAINES, ILLINOIS (CASE #22-049-FPLAT-V-PUD-A).

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Oskerka, Zadrozny, Brookman,

Chester, Smith, Ebrahimi

NAYS: 1 - Moylan ABSENT: 0 - None Motion declared carried.

#### **NEW BUSINESS**

#### FINANCE & ADMINISTRATION - Alderman Zadrozny, Chair

#### WARRANT REGISTER Resolution R-16-23

Alderman Zadrozny presented the Warrant Register.

Moved by Zadrozny, seconded by Chester, to Approve the Warrant Register of January 3, 2023 in the Amount of \$4,044,237.16 and Approve Resolution R-16-23. Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,

Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None ABSENT: 0 - None Motion declared carried.

#### **COMMUNITY DEVELOPMENT** – Alderman Chester, Chair

CONSIDER
APPROVING A
CONDITIONAL USE
PERMIT FOR A
LOCALIZED
ALTERNATIVE
SIGN REGULATION
FOR 1600 E. GOLF
RD
Ordinance
7-1-23

Director of Community & Economic Development Carlisle reviewed a memorandum dated December 21, 2022.

The petitioner is requesting a Conditional Use for a LASR under Sections 12-3-4 and 12-11-8 of the Zoning Ordinance to allow for new and updated directional and parking lot signage throughout the property located at 1600 E. Golf Road.

Mike Brodnan and Matt Pyter of Olympik Signs on behalf of petitioner, Oakton College, have requested a Conditional Use for a LASR to allow for increased and updated signage on the property located at 1600 E. Golf Road. The existing property contains a multi-building college campus with multiple surface parking areas, multiple pedestrian walkways, and separate drive aisles for different areas of the campus, which connect to Golf Road and Central Road. With all lots combined, the property encompasses 167.2 acres in land area.

The existing building and site as a whole currently contain a variety of different static, non-illuminated freestanding signs including parking entrance identity, building entrance identity, vehicle directional, and pedestrian directional signs. However, the petitioner is requesting to add six new vehicle directional signs, replace nine existing vehicle directional signs, and add seven new pedestrian directional/building identification signs, totaling 13 new signs altogether:

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Vehicle Directional Signs: The new vehicle directional sign locations are concentrated
along the main access drives near parking lot entrances and main campus entrances to
direct traffic to parking areas and various portions of the campus. The existing vehicle
directional signs to be replaced are directional signs to assist motorists and pedestrians
in navigating the property.

 Pedestrian Directional/Building Identification Signs: The new pedestrian directional/building identification sign locations are in high visible areas to identify various buildings and services throughout the campus for pedestrians. These signs are interspersed throughout the subject property along paved walkways and at main building entrances to further direct pedestrians and motorists to their desired destinations.

The PZB voted 5-0 to recommend approval of the LASR request. Staff and the PZB recommend the following conditions:

- 1. A three-foot landscape bed in all directions be provided at the base of all freestanding signs, per the standards set forth in Section 12-11-4.G. This landscaping shall be comprised of low-lying evergreen shrubs, perennials, and annuals.
- 2. That structural design plans shall be provided for all signage at time of permit.
- 3. The applicant shall provide sight line analysis for vehicle-to-vehicle sightlines and vehicle-to-pedestrian/bicycle sightlines showing that the sign position does not intrude upon the American Association of State Highway Transportation Officials (AASHTO) Green Book sight triangles for the freestanding signs proposed along the roadway driveways and site access drives. The location of the freestanding signs may have to be slightly adjusted at the time of building permit review to comply with AASHTO site triangle clearance.

Moved by Lysakowski, seconded by Smith, to Approve the Ordinance Z-1-23, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A LOCALIZED ALTERNATIVE SIGN REGULATION FOR 1600 E. GOLF ROAD, DES PLAINES, ILLINOIS (CASE #22-053-CU LASR).

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,

Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None ABSENT: 0 - None Motion declared carried.

Advanced to second reading by Lysakowski, seconded by Chester, to Adopt the Ordinance Z-1-23, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A LOCALIZED ALTERNATIVE SIGN REGULATION FOR 1600 E. GOLF ROAD, DES PLAINES, ILLINOIS (CASE #22-053-CU LASR).

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,

Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None ABSENT: 0 - None Motion declared carried.

#### **PUBLIC SAFETY** – Alderman Oskerka, Chair

CONSIDER
APPROVING
AMENDMENTS TO
THE RULES AND
REGULATIONS OF

Fire Chief Anderson reviewed a memorandum dated December 14, 2022.

The City Council, at its November 15, 2021 meeting, adopted Ordinance M-14-21 which made amendments to Chapter 6 of Title 2 ("Code") concerning the Board of Fire and Police Commissioners ("Board"). The amendments included but were not limited to the City Council

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#### THE BOARD OF FIRE AND POLICE COMMISSIONERS Resolution R-17-23

having authority to approve the adoption of rules and regulations of the Board. Due to a recent side letter agreement with the Firefighters Union, the Board collaborated with Staff to identify a rule modification related to the Fire Department Lieutenant Promotional testing process.

The City Council, at its August 15, 2022 meeting, approved a Side Letter Agreement ("Agreement") with the Des Plaines Professional Firefighters Union – Local 4211 ("Union") regarding the promotional process for the rank of Lieutenant. The current version of the Board's Rules & Regulations ("Rules") contains provisions for conducting promotional processes for Lieutenant.

Staff identified the need to amend the Rules to address a conflict between the Rules and the new Agreement, even though the Agreement supersedes the Rules. The only substantive change is to Chapter VII, Section 1 – General – Fire Department and is as follows:

Promotions to the rank of Lieutenant shall be in accordance with the provisions of this Article, unless an alternative process has been agreed to by the City and the bargaining unit. In case of a conflict between this Article and any agreement between the City and the bargaining unit, the agreement with the bargaining unit shall control. The examination process for promotion to the rank of Lieutenant shall be competitive among employees in the rank of Firefighter who meet the eligibility requirements set forth in Section 2 below and desire to submit themselves to such process.

The other changes are to the cover page indicating the dates of approval, etc., and to the table of contents to reflect new page numbers as a result of adding language to the document.

The Board voted 3-0 to approve the amended Rules and forward the changes to the City Council for approval. The Board and Staff recommend approval of the Rules as amended.

Moved by Oskerka, seconded by Lysakowski, to Approve the Resolution R-17-23, A RESOLUTION APPROVING AMENDMENTS TO THE RULES AND REGULATIONS OF THE BOARD OF FIRE AND POLICE COMMISSIONERS OF THE CITY OF DES PLAINES, ILLINOIS.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,

Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None ABSENT: 0 - None Motion declared carried.

#### **COMMUNITY SERVICES** – Alderman Ebrahimi, Chair

CONSIDER
APPROVING A
CONTRIBUTION TO
THE DES PLAINES

City Council considered authorizing a \$15,000 donation to the American Legion Post 36 for the purpose of expenses related to hosting the Traveling Korean War Memorial to Lake Park on June 23-25, 2023.

AMERICAN
LEGION POST 36
FOR COSTS
RELATED TO

Moved by Ebrahimi, seconded by Chester, to Approve the Resolution R-7-23, A RESOLUTION APPROVING A CONTRIBUTION THE DES PLAINES AMERICAN LEGION POST 36 FOR COSTS RELATED TO HOSTING THE TRAVELING KOREAN WAR MEMORIAL IN THE CITY.

**HOSTING THE** 

Upon roll call, the vote was:

<u>TRAVELING</u> KOREAN WAR Lysakowski, Moylan, Oskerka, Zadrozny, Brookman, Chester, Smith, Ebrahimi

MEMORIAL Resolution R-7-23

NAYS: 0 - None ABSENT: 0 - None Motion declared carried.

**AYES:** 

Page 11 of 12 1/3/2023

#### LEGAL & LICENSING – Alderman Brookman, Chair

CONSIDER
INITIATING THE
SUBMISSION OF A
PUBLIC QUESTION
TO PROHIBIT
ELECTED
OFFICIALS FROM
SERVING MORE
THAN TWO TERMS
Resolution
R-21-23

City Council considered the potential referendum question for the April 4, 2023 ballot regarding the elimination and prohibition of more than two term limits for City of Des Plaines elected officials, whether consecutive or not.

Alderman Brookman stated the resolution needs to be rewritten to make the intent clear. She also asked who gave direction to draft this question and its language; stating public meeting should have been held for input. Alderman Brookman stated the current language is vague and ambiguous; stating it can be interpreted in multiple ways. She mentioned that the interpretation during this discussion is not what matters, and the only thing that matters is the written word.

Alderman Chester stated there needs to be clarification on what the possible future term limits are for residents who have in the past or who are currently serving as elected officials. He stated the voters need clarification of what the implications will be regarding the referendum question.

Mayor Goczkowski stated General Counsel Lenneman has answers to most of the questions being asked this evening.

Alderman Brookman stated if there are aldermen who do not understand the question, how can the City Council in good faith put this referendum question out to the residents.

General Counsel Lenneman gave explanation to the wording of the referendum question and the resolution, and how the wording came to be.

Alderman Moylan stated to him the referendum question is pretty clear, but now would be a good time to discuss it.

Mayor Goczkowski stated the referendum question was added to the agenda at his request.

Alderman Brookman asked why the City Council would want to limit opportunity to serve in an elected office, and why would they want to deny the public's right to choose their representatives at the polling place. She stated she believes this proposal is bad policy and is not in the best interest of the City.

Mayor Goczkowski stated the whole reason behind this is based on the results of the last referendum question.

Alderman Chester stated he is against anything that would restrict residents' the right to vote or make choices. He stated if the City Council is worried about reform, then they should find ways to encourage more people to vote.

Alderman Oskerka stated this question is different and an extension of the last referendum question; that the confusing part is the definition of term limits, and this question helps define term limits.

Alderman Ebrahimi stated that the City Council has to leave it up to the voters to decide the definition of term limits through the referendum question.

Alderman Zadrozny stated the term limits as they are now discourages people from running.

Alderman Lysakowski asked if the surrounding municipalities have term limits.

Alderman Brookman stated only 6 of the 180 surrounding municipalities have term limits.

Resident Deb Lester stated historically significantly less residents vote in the even ward elections than other elections, leaving an important referendum question to a small fraction of the residents. She also had a different interpretation of whether the current aldermen can run again and the future timeframe in which they can serve; leaving the possibility of future election litigation.

Resident Jim Brookman stated the problem is this is making a false assumption and a false conclusion. He stated it should not be assumed that since the residents voted for term limits, that meant they want a lifetime ban. He stated that he has not seen the desire from the residents for a lifetime ban in all the years he has followed politics in the City.

Resident Jim Hansen stated since there has been this much discourse regarding what this means, there needs to be more clarity. He stated it is his opinion term limits are an archaic idea, and it is a bigger problem if there are not any candidates to run. He does not believe term limits are a problem in which time needs to be spent addressing.

Resident John Maag stated the City cannot get people to run or vote, so there should not be an issue with individuals running again. He also asked why the wording of this referendum question was not added to the last referendum question.

Moved by Brookman, seconded by Smith, to Defer the Resolution R-21-23 until the language can be redrafted and clarified to a date indefinitely, A RESOLUTION INITIATING THE SUBMISSION OF A PUBLIC QUESTION TO PROHIBIT ELECTED OFFICIALS FROM SERVING MORE THAN TWO TERMS.

Upon roll call, the vote was:

AYES: 4 - Lysakowski, Brookman, Chester, Smith NAYS: 5 - Moylan, Oskerka, Zadrozny, Ebrahimi;

Mayor Goczkowski

ABSENT: 0 - None

Motion failed.

Moved by Moylan, seconded by Zadrozny, to Approve the Resolution R-21-23, A RESOLUTION INITIATING THE SUBMISSION OF A PUBLIC QUESTION TO PROHIBIT ELECTED OFFICIALS FROM SERVING MORE THAN TWO TERMS.

Upon roll call, the vote was:

AYES: 5 - Moylan, Oskerka, Zadrozny, Ebrahimi;

Mayor Goczkowski

NAYS: 4 - Lysakowski, Brookman, Chester, Smith

ABSENT: 0 - None Motion declared carried.

#### **ADJOURNMENT**

Andrew Goczkowski, MAYOR

Moved by Brookman, seconded by Chester to adjourn the meeting. The meeting adjourned at 8:27 p.m.

		Jessica M. Mastalski – CITY CLERK		
APPROVED BY ME THIS _				
DAY OF	, 2023			



#### COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

#### **MEMORANDUM**

December 22, 2022 Date:

To: Michael G. Bartholomew, City Manager

John T. Carlisle, AICP, Director of Community & Economic Development (CED) From:

Jonathan Stytz, AICP, Senior Planner (CED) \( \tag{CED} \)

Subject: 1700 Higgins Road - Existing Office with Proposed Hotel and Surface Parking

Consideration of a Major Change to a Final Planned Unit Development (PUD), an Amended

Final Plat of Subdivision with Subdivision Variations, and Major Variation

**Update:** On December 19, 2022, the City Council deferred a vote on the first reading of approving Ordinance Z-39-22. Staff has researched the off-street parking requirements of other communities in the O'Hare area for office and hotel uses, as well as the findings from most recent Institute for Transportation Engineers (ITE) Parking Generation Manual (5th Edition, 2019). These findings often inform communities when they are updating or amending their requirements. This research is included in new Attachment 12 to this report.

In summary, Des Plaines' current requirements are in line with the comparison group, although Arlington Heights (office) and Schiller Park (hotel) require less. However, it appears all communities in the study group <sup>1</sup> require more parking for both uses than the averages concluded by ITE. If Des Plaines used the requirement that matched the ITE averages, variation would be required for this proposal, but the amount of relief necessary would be less. Under ITE averages, the development would require 417 spaces: 83 for the hotel and 334 for the office. The petitioner is proposing 308 spaces: 247 for the office, and 61 for the hotel.

Nonetheless, the petitioner's materials argue the following: (i) The office and proposed hotel would have offset periods of peak demand - hotels are highest late night, overnight, and early morning, while offices are highest midday on weekdays – leading to a combined peak of 273 spaces at 10 a.m. on weekdays; and (ii) the reported current use of parking is a maximum of 160 of the 392 available spaces in a 72 percent occupied office building – in a 100 percent occupied building, based on the same proportions, the maximum would be 222. See the attached Project Narrative and Traffic and Parking Impact Study for more.

**Issue:** The petitioner is requesting the following: (i) a Major Change to a Conditional Use for a Final PUD under Section 12-3-5 of the Zoning Ordinance to allow for a hotel to the east of the existing office building but without the parking garage that was approved in 2021; bulk exceptions include building height for the hotel, parking lot curb distance from lot lines in the proposed hotel parking area, and width of the parking lot perimeter landscape area; (ii) a Final Plat of Subdivision under Section 13-2-8 of the Subdivision Regulations to subdivide the site into four lots of record and grant subdivision variations for lot depth and frontage for the billboard lots; and (iii) Major Variations to reduce the required parking for the existing office building and proposed hotel.

<sup>&</sup>lt;sup>1</sup> Rosemont excepted. Based on staff's research, Rosemont appears to use an alternative method for determining parking requirements than having a set ratio. Page 1 of 94

**Petitioner:** Mariner Higgins Centre, LLC, 117 Macquarie Street, Sydney, NSW 2000,

Australia

Owner: Mariner Higgins Centre, LLC, 117 Macquarie Street, Sydney, NSW 2000,

Australia

Case Number: 22-049-FPLAT-V-PUD-A

PINs: 09-33-309-007-0000 and 09-33-310-004-0000

Ward: #6, Alderman Malcolm Chester

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

**Existing Land Uses:** Office Building, Two Billboards, and Surface Parking

**Surrounding Zoning:** North: Tollway; then R-1, Single Family Residential District

South: Commercial (Rosemont)
East: Recreation (Rosemont)

West: Creek; then C-3, General Commercial District

**Surrounding Land Use:** North: Tollway; then Single-Family Residences

South: Fitness Center (Rosemont) and Apartments (Rosemont)

East: Open Space/Park (Rosemont) West: Creek; then Vacant Parcel

**Street Classification:** Higgins Road is classified as a minor arterial.

**Comprehensive Plan:** The Comprehensive Plan illustrates the subject properties as commercial.

**History and Background:** 

Based on City records, 1700 W. Higgins Road has been an office building with surface parking areas since 1986. The subject property and 1738 W. Higgins Road, which is a separate lot generally west of Willow Creek, were the subject of a PUD originally approved August 19, 2019 through Ordinance Z-21-19. This approval contemplated: (i) substantial renovations of the existing office building; (ii) construction of a new 6,000-square-foot out-lot restaurant building; (iii) construction of an 88-space parking lot at 1738 W. Higgins; and (iv) installation of significant infrastructure upgrades to all parcels including the addition of both above-ground and below-ground stormwater detention facilities and new box culvert bridge over Willow Creek connecting the proposed parking lot to the subject property.

Since December 2018, the existing office building has undergone major renovations as identified in the Project Narrative. However, the property owner along with any potential real estate partners expressed in 2021 the intent to construct a hotel instead of the restaurant approved in 2019. The 1738 W. Higgins property was dropped from the project, requiring the Plat of Subdivision and PUD boundaries to be updated. Consequently, the approvals were amended in 2021 to incorporate the following: (i) the construction of an approximately 64,760-square-foot hotel on the southeast corner of the lot; (ii) the construction of a new 207-space off-street parking garage on the northwest

corner of the lot; and (iii) significant infrastructure upgrades to all properties including the addition of stormwater detention facilities to accommodate run-off (approved September 20, 2021 through Ordinance Z-44-21).

However, the petitioner and hotel developer NexGen Hotel Management approached the City in 2022 to propose the hotel in substantially the same form, scale, and location as approved in 2021 but without the previously approved parking garage west of the office. The proposed reduction in parking necessitates City Council approval of a "major change." Nonetheless, on September 20, 2022, as allowed by the Zoning Ordinance the Zoning Administrator approved a request to extend the approval of Ordinance Z-44-21 – which approved the version of the project with the parking garage – to provide the property owner with some flexibility to fall back on the previous approval if necessary. However, staff does not expect the project to be implemented if the parking garage is required.

Because the previously approved parking garage would not fit on private property, the garage necessitated a vacation of a portion of City right-of-way, approximately 18,195 square feet of the former Webster Avenue. The City approved this vacation via Ordinance Z-45-21, also on September 20, 2021. However, without the parking garage, the vacation is no longer necessary. Nonetheless, the 2021 approval of the Final Plat of Subdivision included this vacation area in its geometry, which means an amended Final Plat of Subdivision pursuant to Section 13-2-9 of the Subdivision Regulations is necessary for the newly proposed project and site arrangement.

Finally, there are also two existing two-sided billboards on the subject property, one on the northwest corner of the site and the other on the northeast portion of the site. Both billboards were permitted between 2005 and 2006 and are both currently in operation. The subdivision places each on their own small lots, which do not front on a public street or meet the minimum lot area of the Subdivision Regulations, which do not contemplate billboard lots.

#### **Project Overview:**

All of the requests are intended to work in concert to achieve the following:

- Obtain major variation relief for the number of required off-street parking spaces for both the existing office building and the proposed hotel.
- Resubdivide the existing lots to provide individual lots for the existing office building, each of the two existing billboards, and the proposed hotel, with subdivision variations for the billboard lots.
- Modify the existing parking lot area in the southeast corner of the subject property to make room for a new hotel building and its parking area.

#### **Major Change to Final PUD**

#### **Request Summary:**

Overview

The petitioner, Mariner Higgins Centre, LLC, is requesting a Major Change to the PUD to allow for the construction of a 107-room, five-story (approximately 59-foot-tall) Home2 Suites by Hilton hotel. The hotel specializes in extended stay. The proposed plans eliminate a 207-space parking garage that was a part

of the Final PUD approved September 20, 2021. However, the brand, hotel concept, building height, and number of rooms are unchanged.

The Final PUD plan has been revised to show the proposed hotel positioned in the southeast corner of the property substantially in the same location as in the 2021 approval. However, the existing surface parking area on the northwest portion of the property, where the parking garage had been proposed, is now retained (the garage was going to be built over a portion of this area). The property owner now proposes:

- Construction of an approximately 64,760-square-foot hotel on the southeast corner of the lot;
- Separate parking area and access for the new hotel; and
- Stormwater detention facilities for the hotel parcel (Lot 2) to accommodate run-off.

#### Site Access

The subject property is currently accessed by one, signalized entrance off Higgins Road and single drive aisle to the building, surface/covered parking areas, and billboard signs. The proposed lot configuration will reallocate the parking area east of the drive aisle for the new hotel and hotel surface parking area but will not alter the existing drive aisle. The new hotel parcel (Lot 2) will be accessible via a single entranceway, which is aligned with the existing entranceway to the front of the office building. The service drive for the hotel parcel does not provide access to all sides of the proposed hotel building and does not meet width standards for fire truck access due to space constraints. However, the proposal does include a fire hydrant located on the east side of the building, which has been approved by the Fire Prevention Bureau. The location of the fire department connection will be determined by the Division Chief of the Fire Prevention Bureau.

#### Parking Areas and Requirements

The off-street parking requirements of Sections 12-9-7 and 12-9-8 of the Zoning Ordinance are based on the types of uses proposed. The existing office building is one use, and the proposed hotel is a separate use. Each use has a specific requirement for off-street parking:

- Office use requires one off-street parking space for every 250 square feet of gross floor area, as defined in Section 12-13-3 and excluding floor area devoted primarily to storage areas (up to 10% of the total combined floor area), food preparation areas, bathrooms, mechanical rooms, hallways, stairwells, and elevators.
- Hotel use requires one off-street parking space for every guest room plus one space for every 200 square feet of area devoted to offices.

The proposed hotel building (Lot 2) consists of 107 rooms and approximately 587 square feet of office space area, requiring a total of 110 spaces. The proposal for the hotel parcel includes 61 spaces, with two additional designated as loading spaces (see under "Major Variation" for further discussion). Therefore, the minimum requirement is not met and requires variation. Similarly, for the existing office building (Lot 1), after subtracting the excluded

floor areas, the requirement is 541 spaces. The subject property was built under different parking regulations and contains 392 spaces, which does not conform with the current parking requirements.

In the 2021 approval, the petitioner proposed a 207-space parking garage to decrease the parking space deficiency, but nonetheless a major variation for the office building from 541 to 338 was necessary. However, the new proposal—with the hotel and no parking garage—increases the existing parking space deficiency, reducing the total parking count to 308. The new proposal requires greater variation than what was granted in 2021. With 61 spaces allocated for the hotel on Lot 2, the office building on Lot 1 will have a balance of 247 parking spaces, as compared with 338 in the concept with the parking garage. More details are discussed in the Major Variation request summary.

The petitioner submitted a Traffic and Parking Impact Study by KLOA, Inc., to assess the anticipated effect of the existing office building and proposed hotel on the surrounding infrastructure. While the current proposal yields a loss of approximately 80 parking spaces, the study concluded that the existing signalized intersection and proposed parking supply were sufficient to accommodate the peak parking needs for both uses. The City's Public Works/Engineering Department has reviewed and concurs with the findings of the KLOA study, noting that the peak parking demands for the office building (mornings) and the hotel (evenings) will be different based on the time of day. Their comments can be found in the attached Public Works and Engineering memo. CED staff adds that it is reasonable and common after the COVID-19 pandemic for an office building's tenants to allow employees to work remotely at least part time. This would have the effect of reducing parking demand. Further, the Pace 223 route, which provides seven days per week service, stops directly in front of the property, providing a clear public transportation alternative driving therefore to a car and needing parking.

In the public hearing before the Planning and Zoning Board (PZB), the future hotel operator testified that a regular shuttle would run to and from the O'Hare terminals. Staff offers it would also be prudent for the shuttle to run to the Rosemont Transit Center (CTA Blue Line Rosemont station and bus terminal). However, the operator testified they do not plan to charge for parking on a daily or per-stay basis, instead choosing other means to enforce and manage any potential non-permitted parking. Section 12-9-9 of the Zoning Ordinance requires that for any new commercial building, loading shall be provided, with 50,000 square feet of gross floor area as the basis for the number of loading spaces. The petitioner's submittal does not designate or label a loading space. Further, the Section establishes that the standard size of a loading space is 35 feet long by 15 feet wide. Section 12-9-9.A. does state, however, that the dimensions for a loading space may be "...otherwise specified...." The PZB specified in the public hearing that standard-width (9 feet) and length (18 feet) parking space(s) would suffice as required loading space(s), provided they are signed and marked as such.

#### Hotel Landscaping Improvements

The proposal seeks to add landscaping throughout the new proposed Lot 2 designated for the new hotel including foundation and parking lot landscaping areas as illustrated on the attached Landscape Plans. A PUD exception to waive the required five-foot-wide perimeter parking lot landscape area behind the south and east parking space rows is requested. Even with granting the exception, the proposal contains perimeter plantings in these areas as well as additional landscaping at the corners of the parking areas and throughout the entire site.

#### **Final Plat of Subdivision**

#### **Request Summary:**

#### Overview

The existing property consists of two parcels totaling 5.74 acres, containing a six-story office building with 139,000 square feet of leasable office space and a 392-space parking facility with 358 surface spaces, 28 indoor spaces, and six handicap accessible parking spaces, as shown on the attached Plat of Survey. The petitioner proposes to resubdivide the existing parcels into four lots—without the addition of a vacation-of-right-of-way area as approved in 2021. Final Engineering Plans have been approved by the Department of Public Works and Engineering, as expressed in the attached memo. The latest site illustration is shown on the Final Plat of Subdivision and described below:

- Parcel 1 includes the existing office building and existing surface parking areas, except for the parking area portion located east of the entrance drive from Higgins Road;
- Parcel 2 includes the proposed hotel and separate new surface parking area located east of the entrance drive off Higgins Road;
- Parcel 3 includes the existing northeastern billboard sign; and
- Parcel 4 includes the existing northwestern billboard sign.

There is an individual lot proposed for each of the two existing billboard signs, which are owned by a separate entity, but these lots would also have 1700 W. Higgins Road as their property address.

#### Easements

The Final Plat shows the following existing easements: (i) a 34-foot-by-92.29-foot stormwater detention area; (ii) a 51-foot-by-76.9-foot stormwater detention area; (iii) a 10-foot storm sewer easement at the southwestern portion of the property; (iv) a 14-foot public utility easement throughout the south portion of the property; and (v) a 10-foot public utilities easement throughout the north portion of the property.

#### Subdivision Variations

The proposed Lots 3 and 4, which will contain the billboard signs, are new lots and are subject to the Subdivision Regulations. Pursuant to Section 13-2-5.R, all new lots must be a minimum of 125 feet in depth. Since the proposed Lots 3 and 4 are only 10 feet deep, they do not meet the minimum depth requirements resulting in a need for subdivision variation for each as part of this request. Further, pursuant to Section 13-2-5.V, all lots must front on a public street. The proposed lots border a private parking area, but not a public street, thus each requiring a subdivision variation.

#### **Major Variations**

#### **Request Summary:**

The petitioner has submitted variation requests for required off-street parking due to the unique size and shape of the development. As noted above, the property has 392 existing parking spaces, which will be reduced to 308 spaces (net loss of 84) with the construction of the hotel and no proposed parking garage. The petitioner has allocated 61 spaces for the proposed hotel building on Lot 2—previously 63, but two have been re-allocated as loading to comply with Section 12-9-9—leaving a total of 247 spaces for the office building on Lot 1. Since a total of 110 spaces are required for the hotel and 541 spaces for the office building, the petitioner has requested two major variations, which are summarized in the table below.

Regulation	Required	Proposed
Parking – Office Building (Lot 1)	541 spaces	247 spaces*
Parking – Hotel (Lot 2)	110 spaces	61 spaces*

<sup>\*</sup>Indicates a required major variation request

**PZB Recommendation and Conditions:** The PZB held a public hearing on November 22, 2022 to consider the requests. Their rationale for recommendations is captured in the excerpt to the draft minutes of the November 22, 2022 meeting. The PZB voted 6-0 to approve the Tentative Plat and voted 6-0 for each of other motions, to *recommend approval of* the major variations, Final PUD, and Final Plat of Subdivision (with Subdivision Variations). Pursuant to Sections 12-3-5.D.5.d and 12-3-6.H of the Zoning Ordinance and Section 13-2-8 of the Subdivision Regulations, the City Council has final authority to approve, approve with modifications, or deny the requests, which will be included in Ordinance Z-39-22. Should the City Council vote to approve the requests, staff and the PZB recommend the following conditions:

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

- 1. Off-street loading in a location and quantity required by Section 12-9-9 of the Zoning Ordinance and in the size specified by the PZB will be provided.
- 2. All governing documents for the proposed development including covenants, conditions, and restrictions, or any operating reciprocal easement agreements must be submitted to and approved by the City's General Counsel prior to the recording of the Final Plat of PUD or Final Plat of Subdivision.

#### **Attachments:**

Attachment 1: Location Map

Attachment 2: Site and Context Photos

Attachment 3: Plat of Survey

Attachment 4: Petitioner's Responses to Standards for Variations and PUDs

Attachment 5: Project Narrative

Attachment 6: Public Works and Engineering Memo

Attachment 7: Select Sign Plans<sup>2</sup>

Attachment 8: KLOA Traffic and Parking Impact Study without Appendices<sup>3</sup>

Attachment 9: Project Schedule

Attachment 10: PZB Chairman Szabo Memo to Mayor and City Council

Attachment 11: Excerpt of Draft Minutes from the November 22, 2022 PZB Meeting

Attachment 12: Comparison of Off-Street Parking Requirements for Office and Hotel Uses

#### Ordinance Z-39-22

Exhibit A: Final Plat of Subdivision

Exhibit B: Final PUD Plat (including Site Plan)

Exhibit C: Geometric Plan

Exhibit D: Select Architectural Plans<sup>4</sup>

Exhibit E: Select Final Engineering Plans<sup>5</sup>

Exhibit F: Overall Landscape Plan

Exhibit G: Unconditional Agreement and Consent

<sup>&</sup>lt;sup>2</sup> Summary excerpt pages. Full submittal available upon request to City staff.

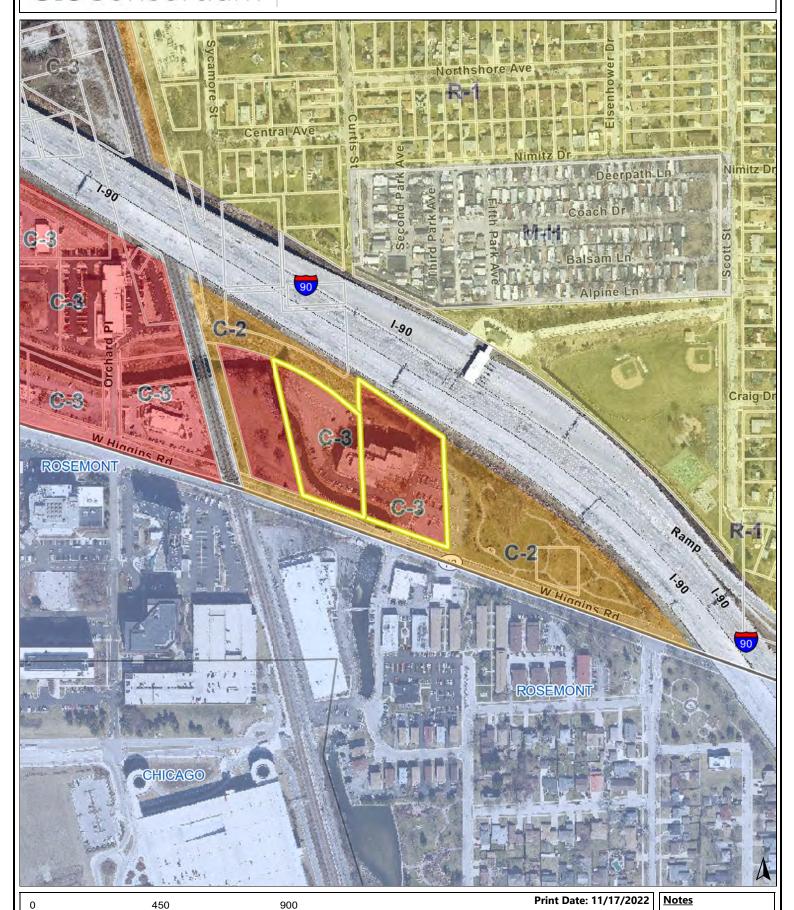
<sup>&</sup>lt;sup>3</sup> Summary excerpt pages. Full submittal available upon request to City staff

<sup>&</sup>lt;sup>4</sup> Summary excerpt pages. Full submittal available upon request to City staff.

<sup>&</sup>lt;sup>5</sup> Summary excerpt pages. Full submittal available upon request to City staff.

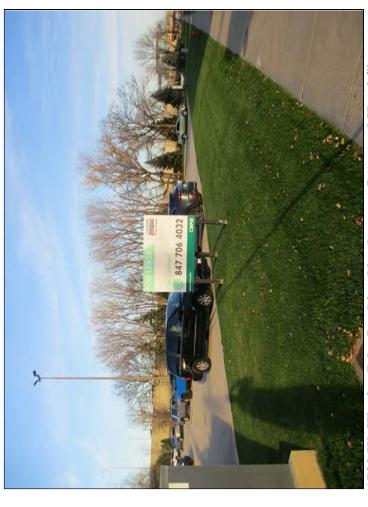
## **GIS**Consortium

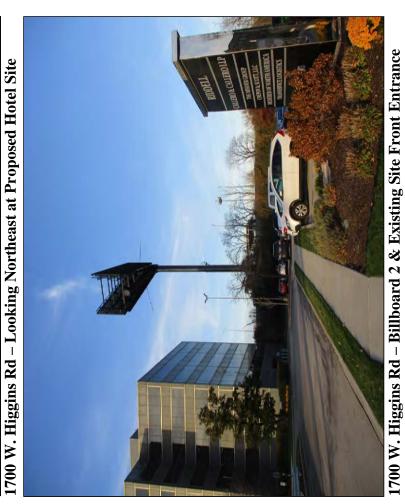
## 1700 W. Higgins Road



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 to 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 1 Page 9 of 94



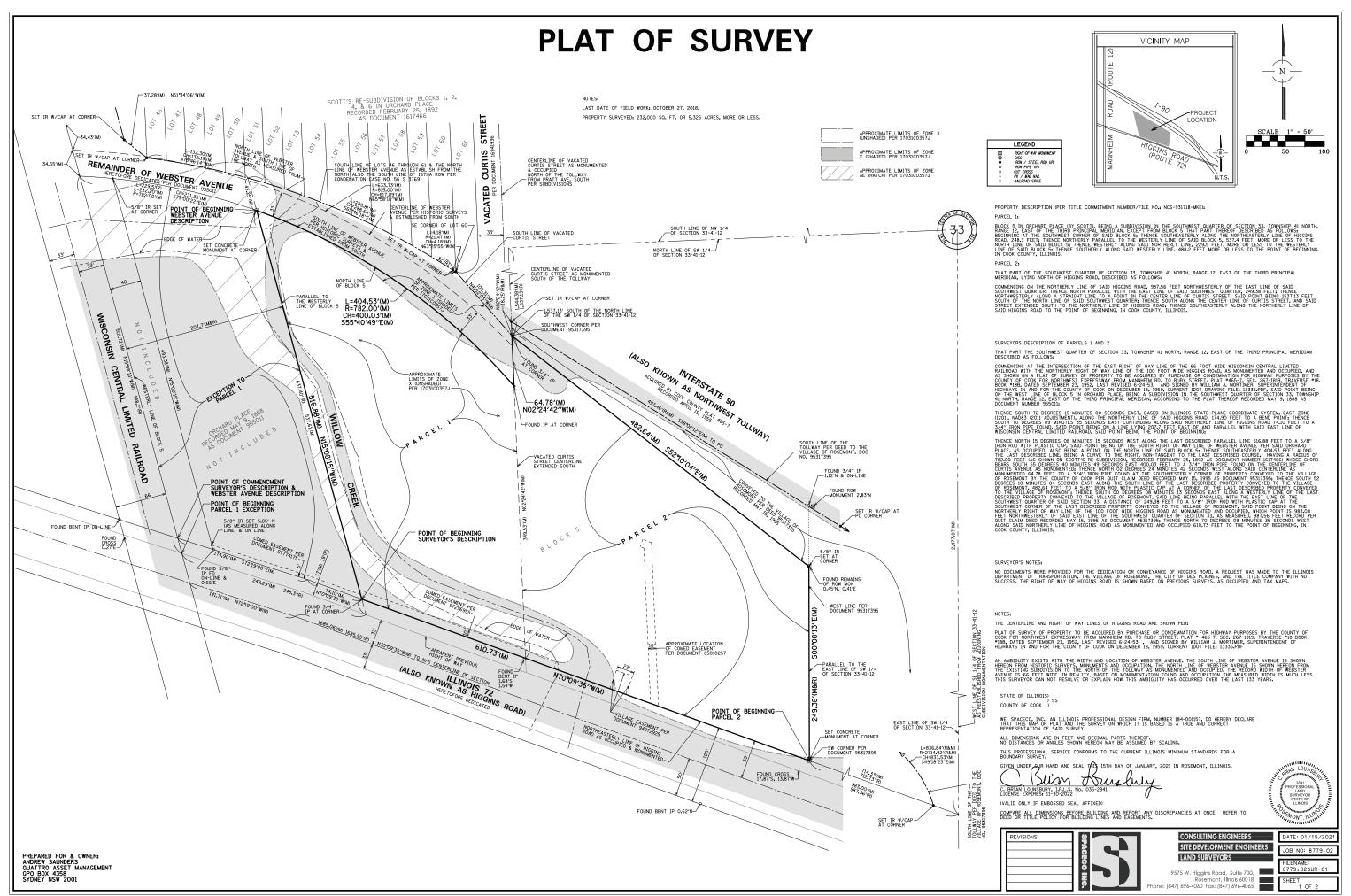


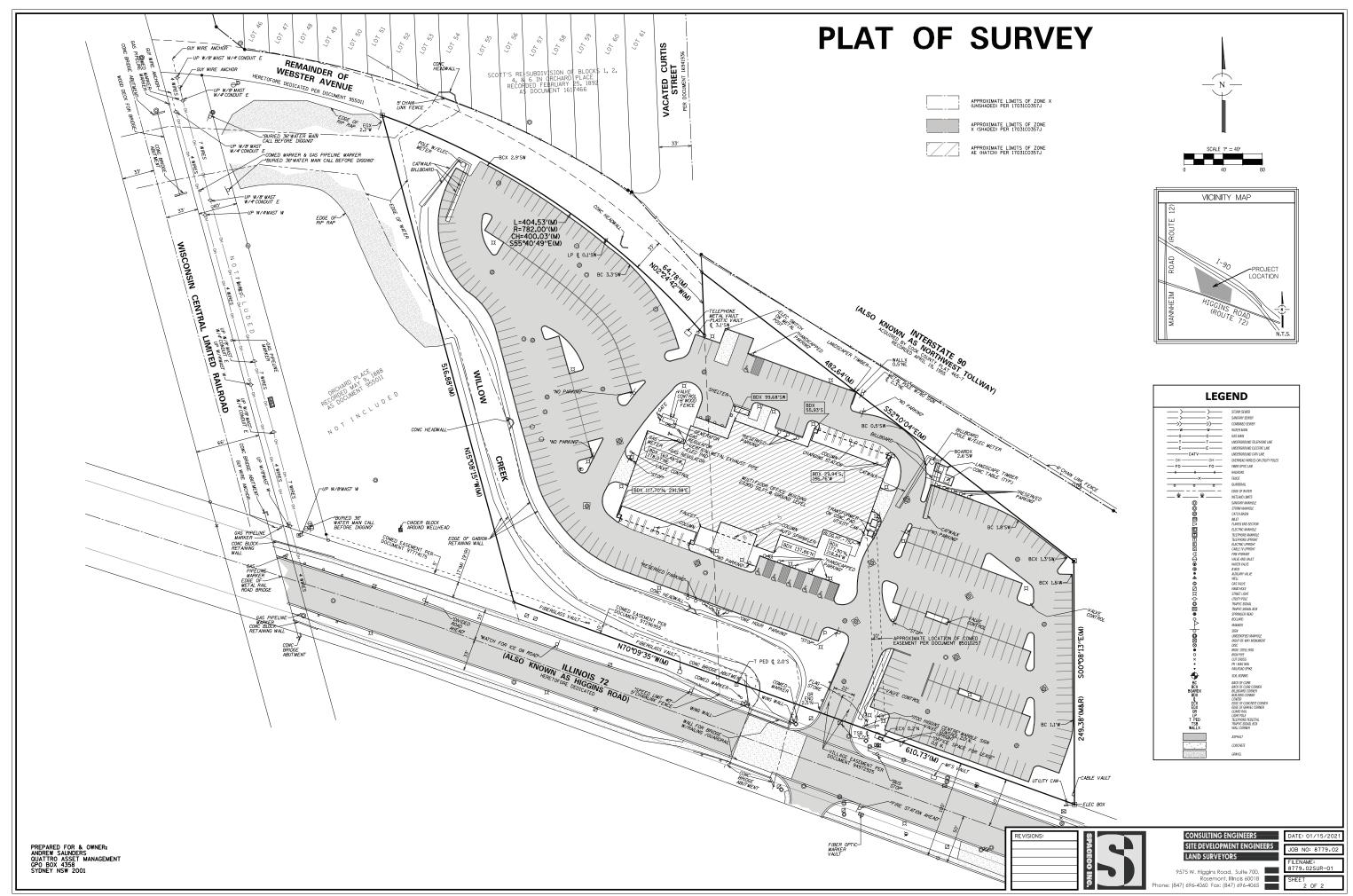
CITY OF DES PLAINES PLANNING & ZONING BOARD 1700 W. Higgins Rd – Public Notice



1700 W. Higgins Rd - Billboard 1 & Existing Surface Parking Area

Page 10 of 94 **Attachment 2** 







#### COMMUNITY AND ECONOMIC DEVELOPMENT

1420 Miner Street Des Plaines, IL 60016 P: 847.391.5306 desplaines.org

## STANDARDS FOR PLANNED UNIT DEVELOPMENTS

The Planning and Zoning Board and City Council review the particular facts and circumstances of each proposed Planned Unit Development in terms of the following standards. Keep in mind that in responding to the items below, you are demonstrating that the proposed use is appropriate for the site and will not have a negative impact on surrounding properties and the community. Please answer each item completely and thoroughly.

### Project: 1700 W. Higgins Road

1. The extent to which the proposed plan is or is not consistent with the stated purpose of the planned unit development regulations set forth in subsection A of this section;

Response: The proposed plan is consistent with the planned unit development regulations listed in subsection A. This plan would not be possible under the strict application of other sections as this development has many unique features, such as being located on and along Willow Creek, the fact that the development encompasses both existing buildings and proposed new ones, and the general size of the development. The current plan proposes a new 107 room hotel with 63 surface parking spaces. As a result of the Hotel development, the current parking count will decrease by 82, for a total of 310. However, according to a recent traffic/parking study completed by KLOA, the peak parking count at 'full' occupancy (~88-90%) will only be approx. 273, resulting in a surplus of over 35 parking spaces.

2. The extent to which the proposed plan meets the requirements and standards of the planned unit development regulations;

Response: The proposed plan meets all the requirements and standards of the PUD regulations in section 12-3-5. The plan is allowable in both C-2 and C-3 zoning districts, and it meets the minimum size of two (2) acres for said districts. The Final PUD will be under single ownership. The plan is set up in a way that preserves and highlights the natural features of the area, such as Willow Creek. The proposed plan consists of a new hotel East of the office building with an underground stormwater vault under the parking lot for detention and volume control. The stormwater vault is sized based on the hotel development area and is tributary to an existing sewer on-site that outfalls to Willow Creek. No additional stormwater management is required for areas not disturbed for construction of the hotel.

The current plan retains the landscaping and green area to the immediate West of the property (and north of Higgins Road) and will connect the current park area to the East of

Attachment 4 Page 13 of 94

the property with the newly constructed Hotel. Retention and restoration of streams and rivers in the Village is one of the goals in the Comprehensive Plan. The Subject Property is located between I90 and Higgins Road and is highly visible from both thoroughfares; the current green space and proposed Hotel will work synergistically by attracting new and returning customers. There is no current plan to change or remove the park to the East, but there is a possibility that the vacant lot to the West could eventually be used for additional surface parking, if needed.

 The extent to which the proposed plan departs from the zoning and subdivision regulations otherwise applicable to the subject property, including, but not limited to, the density, dimension, area, bulk and use and the reasons why such departures are or are not deemed to be in the public interest;

Response: The proposed plan departs from the regulations only slightly. The existing office building at the Subject Property was constructed in 1986, before the C-2 and C-3 zoning districts were in existence. Once introduced the zoning districts made some components of the existing property non-conforming.

Identified exceptions include a building height exception of 72 feet, an exception to the back of curb setback from the northern edge of the existing off street parking lot to the north property line (the required setback is 3.5 feet and the closest back of curb setback is .8 feet.), an exception to the seven-foot perimeter parking lot landscaping area requirement, and an exception to the seven foot perimeter parking lot landscaping area requirement for the existing parking lot.

The building height and seven foot perimeter parking lot landscaping area requirements were introduced after the office building was developed as mentioned above, and its departure from the regulations will have no effect on the public interest as Applicant is only looking to protect the building with a PUD exception. The proposed plan will not be detrimental to surrounding properties, and will only serve to increase public safety and accessibility by adding additional parking for the development.

4. The extent to which the physical design of the proposed plan does or does not make adequate provision for public services, provide adequate control over vehicular traffic, provide for and protect designated common open space, and further the amenities of light and air, recreation and visual enjoyment;

<u>Response:</u> The physical design on the proposed plan makes adequate provisions for public services, control of vehicular traffic, common open space and furthers the amenities of light, air, recreation and visual enjoyment.

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Per KLOA Report (See enclosed), the results of the capacity analysis indicate that overall this intersection currently operates at Level of Service (LOS) A during the weekday morning and evening peak hours. It should be noted that the eastbound and westbound approaches currently operate at LOS A during both peak hours. Furthermore, the northbound and southbound approaches currently operate at LOS D during the weekday morning peak hour and at LOS E during the weekday evening peak hour.

Under projected conditions, the intersection is projected to operate at LOS A during the weekday morning peak hour and at LOS B during the weekday evening peak hour with increases in delay of approximately one second and four seconds, respectively. It should be noted that the eastbound and westbound approaches are projected to continue to operate at LOS A during the weekday morning and evening peak hours with increases in delay of approximately three seconds or less during both peak hours. Furthermore, the northbound approach is projected to operate at LOS D during both peak hours with increases in delay of less than one second. Additionally, the southbound approach is projected to operate at LOS D during the weekday morning peak hour and a LOS E during the weekday evening peak hour with increases in delay of less approximately three seconds. As such, the intersection has sufficient reserve capacity to accommodate the traffic that will be generated by the proposed hotel.

As mentioned previously, the plan protects the open green space to the East and West of the property and includes a new sidewalk for easy access. The project also includes significant underground detention work which will significantly improve the stormwater detention in the surrounding area. The plan also furthers the amenities of light, air and visual enjoyment through the installation of new billboards with corresponding air/overhang easements, new building signage, updated landscaping, and the continuous rehabilitation of the existing office building. The Hotel will also include a fitness center and pool which furthers the amenities of recreation.

A shared access and parking easement is noted on the plat allowing said tenants, guests and patrons to share parking on each of the new lots. An easement for the air/billboard overhand rights is also listed on the face of the plat, allowing the billboard faces to cross over their respective lots and project onto the proposed Lot 1.

5. The extent to which the relationship and compatibility of the proposed plan is beneficial or adverse to adjacent properties and neighborhood;

#### Response:

The plan is compatible with the current conditions and the overall character of existing development in the immediate vicinity as the properties to the west across the Canadian National Railroad. Further, the property to the southwest in Rosemont is zoned for commercial uses and has similar characteristics as the proposed development: mixed use commercial and office space. The plan is also beneficial be beneficial to adjacent properties

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and neighborhood as proposed businesses and Hotel will cater to the O'Hare Airport travelers, local residents, nearby works and motorists traveling on Mannheim Road and the Tollway. The plan will also be beneficial by generally increasing the economic activity of the development through the addition of the newly proposed Hotel. The recently completed office generator space provides local residents with a number of suites which they can utilize to jump start its businesses – the generator space has already attracted a number of companies, some of which have moved into the office permanently.

The comprehensive plan does not specifically mention the area around the Subject Property as a top residential priority but does mention that Commercial areas can work synergistically with residential areas, as they generally include retail, office, and service-oriented uses that primarily serve day-to-day needs of local residents. The plan also mentions that Commercial structures should be encouraged to locate at or near the property line with parking provided in the rear or to the side, thus prioritizing the pedestrian environment while allowing for convenient access for vehicles traveling along the corridor. At the Subject location, parking currently surrounds the existing office building (much of it unused) and which allows for easy access to the site. As mentioned above, the plan also retains all of the current green space surround the property, which is also a main goal of land use and development portion of the comprehensive plan.

The substantial rehabilitation of the existing office and the planned landscaping will also further the visibility of the development, and eventually lead to a higher tax base resulting from the improved building and proposed hotel. The project has undergone a traffic and parking study in both 2019 and 2022 (see KLOA study), and results of both suggest that the increase in traffic will not adversely affect surrounding areas. There's also two separate avenues on Higgins Road to enter and exit the residential areas to the South.

The extent to which the proposed plan is not desirable to the proposed plan to physical development, tax base and economic well-being of the entire community; and

Response: Applicant does not believe the proposed plan will be undesirable to physical development, tax base, and economic wellbeing of the entire community. As mentioned above, the proposed plan will substantially increase the amount of taxes generated at the property, will beautify the area and its surrounds, bring in new business to the City, and otherwise increase the economic activity in the area from hotel patrons and employees.

7. The extent to which the proposed plan is not in conformity with the recommendations of the comprehensive plan

Response: The proposed plan is in conformity with the recommendations of the comprehensive plan. The 2019 City of Des Plaines Comprehensive Plan designates the area

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as Commercial. "Commercial areas include retail, office, and service-oriented uses that primarily service day-to-day needs of local residents." See page 12 of Des Plaines Comprehensive Plan. The proposed commercial development plans for a hotel to be located to the east of the existing office building commonly known as 1700 Higgins Centre. The proposed hotel will further Des Plaines Economic Development goal to "enhance existing commercial and industrial areas and expand employment opportunities." See page 7 of Des Plaines Comprehensive Plan. The proposed development could also take advantage of area to the North-West of the existing office for future development along Higgins Road.

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#### COMMUNITY AND ECONOMIC DEVELOPMENT

1420 Miner Street Des Plaines, IL 60016 P: 847.391.5306 desplaines.org

# **STANDARDS FOR VARIATIONS**

In order to understand your reasons for requesting a variation, please answer the following items completely and thoroughly (two to three sentences each). Variation applicants must demonstrate that special circumstances or unusual conditions prevent them from following the specific regulations of their zoning district. Applicants must prove that the zoning regulations, in combination with the uncommon conditions of the property, prevents them from making any reasonable use of the land. Keep in mind that no variation may be granted that would adversely affect surrounding properties or the general neighborhood.

### **Requested Variations:**

#### **Zoning Variations:**

- Variation request for Lot 1 to reduce the parking requirement from 541 spaces to 247 spaces pursuant to 12-9-7 of the zoning ordinance
- Variation request for Lot 2 to reduce the parking requirement from 110 spaces to 63 spaces pursuant to 12-9-7 of the zoning ordinance.

#### **Subdivision Variations:**

- Variation request for Lot 3 and Lot 4 to reduce the 125' lot depth requirement to 6' pursuant to 13-2-5-R of the subdivision regulations.
- Variation for Lot 3 and Lot 4 to remove the requirement that said lots shall front upon a dedicated, public street pursuant to 13-2-5.V of the subdivision regulations

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.

Response: Proposed Lot 1 encompasses the 135,204 sq. ft. office building and the surrounding parking. The office building currently has off street parking in the amount of 359 (including 28 interior parking spaces) whereas 12-9-7 of the zoning ordinance requires a total of 541 off street parking spaces. Due to the nature of the development, the presence of the floodplain/Willow Creek, and age of the office building, 541 off street parking spaces is not feasible in this location. Lot 2 will contain the proposed 64,760 square foot Hotel and 63 off-street parking spots. Similar to the issue above, zoning ordinance section 12-9-7 requires 1 spot per guest room and an additional spot for every 200 square feet of office space, resulting in 110 required spaces.

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According to KLOA's 2022 Traffic & Parking Report, projected peak parking demand for the overall site will be 273 vehicles (88 percent occupancy) occurring at 10:00 A.M. with a surplus of 37 parking spaces. Therefore, the results of the parking evaluation show that the revised parking supply of 310 parking spaces will be adequate in accommodating the projected peak parking demand of the two land uses. Based on the findings of its study, KLOA ultimately came to four (4) conclusions:

- 1. The traffic that will be generated by the proposed hotel will not be significant.
- 2. The existing signalized access drive off Higgins Road has adequate reserve capacity to accommodate the increase in traffic resulting from the proposed hotel as well as the full occupancy of the office building.
- The results of the parking evaluation indicate that the proposed number of parking spaces will be adequate in accommodating the projected peak parking demand of both land uses.
- 4. The projected peak parking demand could be lower than that estimated in the evaluation given that some of the customers of the hotel will be employees of the adjacent office building.

The variance requests for Lots 3 and 4 to reduce the required lot depth from 125' to 6' and to remove the requirement that said lots front upon a dedicated, public street are necessary to protect the billboard monopoles that are already erected and in place. This PUD and Plat simply created a separate lot for each of the existing monopoles. Applicant is not proposing any additional work or changes to the billboards, but rather to protect the existing monopole with the proposed PUD variance. Without the variance, the Applicant will not be able to complete the development as planned; a lot depth of 125' for a monopole is not feasible and its impossible for Lots 3 & 4 to front upon a public street.

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.

**Response:** The Subject Property is exceptional mainly due to the location of the lots on and around Willow Creek. The location of the lots in relation to the creek make construction around the area extremely difficult, requiring a storm-water management facility and permission from multiple agencies. Additionally, the unique lot configuration (existing and proposed new buildings within the same development), in conjunction with parking servicing multiple parcels in the development, make the deficit on these lots more

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than a mere inconvenience or personal situation of the owner. After nearly 4 years of research (pre & post COVID) indicate peak parking numbers of 273 – thus the site's proposed 310 surface parking will be more than adequate to support the development.

As to the Lots 3 & 4, they are exceptional in the fact that they are not 'normal' lots intended for building construction. Lots 3 & 4 are 36 square feet each, and include only a billboard monopole. It would not be prudent or possible to remove the billboards and increase the lot depth by 119' for a simple monopole. The billboards already exist, and these variances is simply to allow each to become its own Lot.

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.

Response: The unique physical conditions of these lots is not the result of inaction of the current owner or predecessor in title as the uniqueness derives mostly from the topographical features of the site. Additionally, at the time the development was created, the C-2 & C-3 Limited Office Commercial District did not exist. Once the zoning district was introduced, it made some components of the property non-conforming. The billboards on proposed lot 3 and 4 existed prior to this proposed plan, and Applicant is only looking to put each billboard monopole on its own Lot.

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.

Response: Carrying out the strict letter of the provision would deprive owner the opportunity to develop the project as proposed, as it is not practical to add additional off-street parking on the proposed Lot 1 & 2 beyond what is needed (based on years of evidence). Applicant is implementing cross parking easements across both lots to help remedy the parking deficit, as the hotel and office have opposite peak hours allowing both projects to work synergistically. Without these variations, the development could not move forward; the existing office building would stay as-is, and the hotel as proposed could not be constructed.

As to the lot depth variances and frontage, carrying out the strict letter of the provision would force Applicant to remove the currently existing monopoles and increase lot depth by 119', simply to reinstall a single monopole. Apart from being ineffective and expensive, it may be physically impossible due to the nature of the existing improvements.

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

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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.

<u>Response:</u> The deficit in parking is not merely the inability of the owner to enjoy special privileges, but rather the inability of the site to support the necessary parking. Applicant has shown that it is willing to cooperate with the Village to create additional off street parking if necessary (should parking counts increase). Similarly, the variance to the lot depths is not merely the inability of the owner to enjoy special privileges, but a necessity due to the nature of the existing improvements.

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.

Response: The variance will not alter the intent, use or development of the comprehensive plan, as the actual use of the development will not change. The variance and new lots will be in harmony with the development and will assist further development on other parcels due to the shared parking easement. The proposed Hotel will further Des Plaines Economic Development goal to "enhance existing commercial and industrial areas and expand employment opportunities." See page 7 of Des Plaines Comprehensive Plan. The lot depth variances will have no effect on the general purpose and intent on the comprehensive plan other than being an item for which the development depends on.

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.

Response: To Applicant's knowledge, there is no other means other than the requested variation and potential future off street parking (should parking counts increase) avoid the requirements of 12-9-7 of the zoning ordinance. Per KLOA and the Property Manager's reports, the site is already adequately parked (if not slightly over-parked) and currently requires no additional surface parking.

As mentioned previously, there is also no other feasible remedy other than a variation to the lot depth or frontage Due to the nature of the existing billboards and improvements, it is neither prudent nor possible to increase the lot depth by 119' for billboard monopoles or move the already installed billboards.

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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.

Response: The requested variation is the minimum measure of relief necessary to alleviate the parking deficit that currently exists. Applicant has only requested the amount of parking spots that currently exist be granted a variance on Lot 1. As to Lot 2, there is not enough physical space to fit over 100 spots. Should parking counts increase, the Applicant is willing to work with the City to add additional off-street parking. Likewise, Applicant is only asking that the lot depth and frontage for the currently existing billboards be granted a variance to continue as currently configured.

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November 15, 2022

## **VIA MAIL & EMAIL**

John Carlisle
Director of Community & Economic Development
City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016

**RE:** Development Application Narrative

Mariner Higgins Centre, LLC 1700 W. Higgins Road Des Plaines, Illinois 60018

PINs: 09-33-310-004; 09-33-309-007-0000

Dear John:

Mariner Higgins Centre, LLC (the "Applicant") is the owner of the property located at 1700 W. Higgins Road, Des Plaines, Illinois 60018 (09-33-310-004-0000; 09-33-309-007-0000). The Applicant is requesting approval from the City of Des Plaines (the "City") of a Final Planned Unit Development (PUD), a Final Plat of Subdivision and three major variances. Applicant is also requesting that CED staff review and approve the proposed hotel design & user. The requested Final PUD includes a recently renovated 139,000 square foot commercial building, construction of an approximately 64,760 square foot hotel as well as significant infrastructure and storm-water management upgrades.

Since December of 2018, the Applicant has invested approximately \$5,900,000 for major renovations, repairs, improvements and build-out at the existing office building. One of the largest projects required for the property was a complete elevator modernization which was finished in 2019. The other major project for the office was the installation of a business generator/incubator spaces, with Applicant spending over \$500,000 to construct and furnish the areas. The goal is now having growing companies enter the O'Hare office sub-market and eventually grow into larger spaces within the building. Relatedly, the Applicant has also finished rehabilitating some of its previously vacant suites (450, 300, 680 & 690), replaced the roof, installed new furniture for the common areas, completed work in the corridor, finished remodeling the café, resurfaced the parking lot, installed sidewalks, parking lot LEDs, terrazzo floor, revolving doors and more. Since completion, the Applicant has attracted a number of new tenants to both the generator space and formerly vacant suites, including Fi-Tek, LLC, Tech USA, Chepov & Scot, Physicians Immediate Care, The Law Offices of Samuel Bae, Efruitti, Callero & Callero, Ortho Experts, BM2 Freight and various others.

Additionally, the Applicant plans to construct a new 64,760 square foot, 107 room Homes 2Suites Hotel by Hilton on the subject property, including 63 off street parking spaces (including 4 ADA). Homes 2Suite is a modern mid-scale hotel featuring all suites, focusing on the extended stay traveler. Excluding the first, each floor of the hotel will feature 15 queen studios, 6 queen studios (connecting), and one ADA accessible queen studio. The measurement for the highest point of the building is 68' 2 ½''. The building materials comply with Section 12-3-11 of the zoning ordinance, and a copy of the materials to be used is included on the Hotel elevation sheets A-4.1 & A-4.2 included in the enclosed packet. Please see the breakdown below for the dimensions for all hotel areas devoted to offices:

### • First Floor Offices

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- o Sales Office:
  - Area: 133 Sq. Ft. Dimensions: 11' 10 13/16 " x 9' 4 ½ "
- o Engineer Office:
  - Area: 71.4 Sq. Ft. Dimensions: 11' 10 13/16 " x 6'
- Manager Office:
  - Area: 112.8 Sq. Ft. Dimensions 11' x 9' 3 1/8 "
- o B.O.H:
  - Area: 858.5 Sq. Ft.
- o Food Prep:
  - Area: 269.4 Sq. Ft.

# • Typical Floor

o No office sheets for 1.2 through 1.5, but there is a housekeeping room that measures 434.29 Sq. Ft.

Construction is planned to begin around June 2023 with completion by approximately November 2024. The Final Plat of Subdivision includes an easement which allows for shared parking across both lots. The Hotel and Office parking will work synergistically with one another, with office parking demand declining in the afternoon while Hotel parking increases. The parking will be fully open with the exception that priority will be given to the parking spaces on Lot 2 to the Hotel after normal working hours. This will allow the Hotel to utilize the parking directly north for the peak check in hours.

The site currently consists of two parcels which include an existing 139,000 square foot commercial building surrounding by a parking lot on each end. The total land square footage of these two parcels is approximately 230,000. The site currently has 392 parking spaces including 358 outdoor parking spaces, 28 indoor parking spaces, and six handicap parking spaces. According to a KLOA study done on April 3<sup>rd</sup>, 2019, peak parking demand was 136 vehicles (35 percent) occurring at 11:00 A.M. with a surplus of 256 parking spaces. At the time the 2019 parking occupancy survey was conducted, the existing office building was approximately 47% vacant. According to the property managers, the final peak parking count in 2019 was 158 spots utilized, for a surplus of 234.

As of the date of this submission, the existing office building is 72% occupied, with a maximum parking demand of approximately 160 spaces. As indicated above, the office building has approximately 37,857 square feet of vacant space. In order to determine the parking demand of the fully occupied office building, the parking demand of the vacant space was estimated based on the existing peak parking demand. As a result, KLOA concluded that the peak parking demand of the fully occupied office building will be 222 spaces. It should be noted that the proposed hotel will occupy the southeast corner of the lot, which provides parking to the existing office building, resulting in a loss of approximately 82 parking spaces. As such, the site will provide a revised total parking supply of 310 spaces.

Per KLOA's 2022 update, the total projected parking demand of the overall site was calculated adding the projected parking demand for the proposed hotel to the projected parking demand of the office building assuming full occupancy. The hourly parking demand for the office was estimated based on ITE's hourly parking distribution. It should be noted that in order to provide for a conservative analysis, the highest hourly parking demand for the hotel was based on the City of Des Plaines Code. The table below shows the total projected hourly parking demand for the site.

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WEEKDAY '	TOTAL PROJECTED	PARKING DEMAND
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Time	Office	Hotel	Total	Surplus	Percent Occupancy
6:00 AM	20	95	115	195	37
7:00 AM	29	87	116	194	37
8:00 AM	107	77	184	126	59
9:00 AM	195	76	271	39	87
10:00 AM	222	51	273	37	88
11:00 AM	222	44	266	44	86
12:00 PM	189	31	220	90	71
1:00 PM	186	32	218	92	70
2:00 PM	206	27	233	77	75
3:00 PM	209	36	245	65	79
4:00 PM	189	46	235	75	76
5:00 PM	124	41	165	145	53
6:00 PM	44	43	87	223	28
7:00 PM	24	39	63	247	20

A review of the table above indicates that the projected peak parking demand for the overall site will be 273 vehicles (88 percent occupancy) occurring at 10:00 A.M. with a surplus of 37 parking spaces. Therefore, the results of the parking evaluation show that the revised parking supply of 310 parking spaces will be adequate in accommodating the projected peak parking demand of the two land uses. Based on the findings of its study, KLOA ultimately came to four (4) conclusions:

- 1. The traffic that will be generated by the proposed hotel will not be significant.
- 2. The existing signalized access drive off Higgins Road has adequate reserve capacity to accommodate the increase in traffic resulting from the proposed hotel as well as the full occupancy of the office building.
- 3. The results of the parking evaluation indicate that the proposed number of parking spaces will be adequate in accommodating the projected peak parking demand of both land uses.
- 4. The projected peak parking demand could be lower than that estimated in the evaluation given that some of the customers of the hotel will be employees of the adjacent office building.

Stormwater management is required for this project and will be designed to meet Metropolitan Water Reclamation District of Greater Chicago (MWRD) standards. The project is tributary to Willow. The site is currently developed as an office building and surrounding parking lot. The proposed plan consists of a new hotel East of the office building with an underground stormwater vault under the parking lot for detention and volume control. The stormwater vault is sized based on the hotel development area (area disturbed for new hotel). The vault is tributary to an existing sewer on-site that outfalls to Willow Creek. No additional stormwater management is required for areas not disturbed for construction of the hotel.

The Applicant is requesting the City's approval of the attached Final Plat of Subdivision. The proposed subdivision seeks to re-subdivide the existing lots into four new lots to reflect the redevelopment of this property:

Proposed Lot Number	<b>Proposed/Existing Use</b>	Proposed Land Area
Lot 1	Office	197,393 SF
Lot 2	Hotel	52,598 SF

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Lot 3	Billboard	100 SF
Lot 4	Billboard	100 SF

The office building is currently sited on across both existing parcels, but is being reconfigured on the Plat so that the Eastern boundary of existing Parcel #1 will be extended further to include the entirety of the office building. The area of land to become Proposed Lot 2 is located on current Parcel #2, and will be the site of a new 64,760 square foot hotel. The exterior color and building materials for the future hotel building will complement the existing office building and comply with the Building Design Standards in the Zoning Ordinance. The Applicant is under contract with a hotel developer, with plans to begin construction in 2023. Lastly, Proposed Lots 3 and 4 encompass the base of the two billboards, with Lot 3 encompassing the easternmost billboard and Lot 4 encompassing the westernmost billboard.

The Applicant is also requesting the following four (4) major variations:

# **Zoning Variations:**

- 1. Variation request for Lot 1 to reduce the parking requirement from 541 spaces to 247 spaces pursuant to 12-9-7 of the zoning ordinance
- 2. Variation request for Lot 2 to reduce the parking requirement from 110 spaces to 63 spaces pursuant to 12-9-7 of the zoning ordinance.

## **Subdivision Variations:**

- 1. Variation for Lot 3 and Lot 4 to reduce the 125' lot depth requirement to 6' pursuant to 13-2-5-R of the subdivision regulations.
- 2. Variation for Lot 3 and Lot 4 to remove the requirement that said lots shall front upon a dedicated, public street pursuant to 13-2-5.V of the subdivision regulations

Ultimately, the Applicant requests that the City of Des Plaines approve of the proposed Final PUD, Final Plat of Subdivision, zoning variances and approval of the Hotel user. Should you need any additional documentation or have any questions or concerns, do not hesitate to contact me at (312) 604-3898.

Best Regards,

Mark Rogers

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# PUBLIC WORKS AND ENGINEERING DEPARTMENT

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

## **MEMORANDUM**

Date: November 7, 2022

To: John Carlisle, Director of Community and Economic Development

From: John La Berg, P.E., Civil Engineer

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

Subject: 1700 Higgins Rd. New Hotel

Per your request, Public Works and Engineering has reviewed the above plans and approved them as noted. The traffic study is also approved. Revisions to the plan are very minor and can be corrected before the next submittal. The traffic study stated that there are 392 current parking spaces and that there will be 310 spaces after the proposed redevelopment. The parking per the traffic study will not be an issue since the office building and the motel will have different peak demand for parking. The office building will have adequate parking during the day, and the hotel will need the parking in the evening when the office building is closed. The hotel parking demand will drop during the morning rush, when the office building's demand will be at its peak.

Easements and agreements will need to be obtained for the parking and utility connections between the lots. Once, the MWRD permit is obtained by the developer, Public Works and Engineering will issue their approval.

JL/jl

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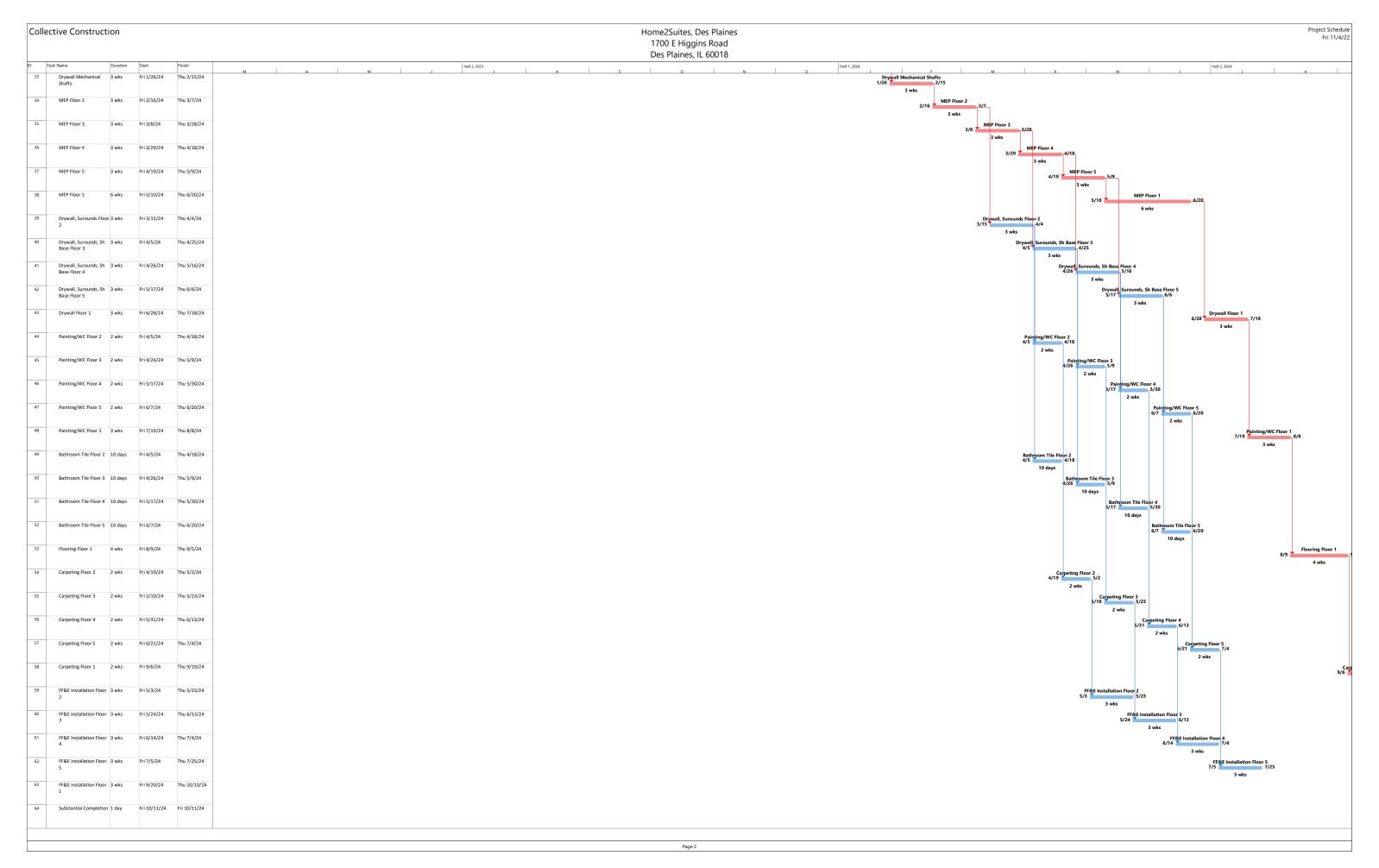
1700 W. Higgins Rd - Proposed Monument Sign





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1700 W. Higgins Rd - Proposed Wall Sign 2





# COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

November 30, 2022

Mayor Goczkowski and Des Plaines City Council CITY OF DES PLAINES

Subject: Planning and Zoning Board, 1700 W. Higgins Road, 22-049-FPLAT-V-PUD-A, 6<sup>th</sup> Ward

**RE:** Consideration of Major Change to a Final Planned Unit Development (PUD), an Amended Final Plat

of Subdivision with Subdivision Variations, and Major Variations in the C-3 District

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on November 22, 2022 to consider the following for 1700 W. Higgins Road: (i) a Major Change to a Conditional Use for a Final PUD under Section 12-3-5 of the Zoning Ordinance to make various site improvements; (ii) a combined Tentative and Final Plat of Subdivision under Sections 13-2-2 and 13-3-7 of the Subdivision Regulations with Subdivision Variations; and (iii) Zoning Variations to reduce the minimum off-street parking requirement for both the office and hotel uses.

- 1. Mark Rogers, attorney for the applicant, introduced all of the proposed requests, explaining that the main change between the 2021 proposal and the current proposal is the removal of the parking garage, which was originally proposed for the northwestern corner of the property. He reiterated that major office building renovations were completed in 2018 and the benefits of the business generation spaces within the office building complex. Mr. Rogers specified that the hotel building has been designed to locate appropriate fire hydrant and fire connection points on the east of the building to satisfy applicable requirements. He mentioned that the applicant intends to start construction in June of 2023 with an anticipated completion date of November 2024. He also noted that a parking agreement and shared access agreement will allow the office and hotel uses to share parking as needed. Mr. Rogers noted the findings of the traffic and parking study, which conclude the peak occupancy to be at 10 am and the total of 310 parking spaces to be adequate for both uses. He elaborated on the requested major variations for off-street parking for both the existing office building and new hotel. Finally, Mr. Rogers discussed the proposed subdivision identifying the individual lots to be provided for the existing office building, new hotel, and each of the two existing billboard signs.
- 2. PZB members asked when the traffic and parking study was completed; if there are any major changes in the parking and traffic counts; if the hotel will have the same franchisee as the office building; if the PACE route on Higgins Road with a stop in front of the site goes to the airport; if the corporate address for the site will remain 1700 Higgins Road; if the originally-proposed bridge over Willow Creek will be constructed; if the hotel will charge for parking or monitor parking on the hotel site; where the proposed loading spaces would be located; and what deliveries the hotel would have. Mr. Rogers responded that the traffic and parking study was done in April 2022; that there were no major changes in parking and traffic counts with the proposed project; that the hotel will have a different franchisee than the office building; that they are unsure regarding the PACE bus route and stops but the hotel will provide a shuttle service to/from the airport; that the corporate address may change after the property has been subdivided; that the originally-proposed bridge across Willow Creek is no longer proposed; that they will not charge for hotel parking but provide hotel guests with vehicle stickers in order to monitor parking; and that they will get weekly food deliveries and monthly deliveries for items such as linens on small box trucks.

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- 3. CED staff summarized the staff report with slides noting two recommended conditions of approval. Staff clarified that the code requires loading spaces measuring 35 feet long by 15 feet wide for buildings over 50,000 square feet in size but allows the PZB to "otherwise specify" the size of the required loading spaces as it deems necessary.
- 4. No one from the public spoke on this request.
- 5. The PZB determined that two 9-foot-wide by 18-foot-long loading spaces were adequate to meet the loading space requirements in Section 12-9-9 of the Zoning Ordinance. The PZB took three separate motions on this request:
  - Recommended (6-0) that the City Council *approve* the requested major change to a PUD and Major Variations;
  - Voted (6-0) to approve the Tentative Plat of Subdivision; and
  - Voted to recommend (6-0) that the City Council *approve* the requested Final Plat of Subdivision.

All votes were made with the recommendation of the two included conditions found in the staff report.

Respectfully submitted,

James & Szals

James Szabo,

Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

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Case 22-049-FPLAT-V-PUD-A 1700 Higgins Road Final Planned Unit Development, Variation,

Final Plat of Subdivision, Text Amendment

Case 22-050-TA Citywide Text Amendment

# **Pending Applications**

**1. Address:** 1700 Higgins Road **Case Number:** 22-049-FPLAT-V-PUD-A

The petitioner is requesting: (i) a Major Change to a Conditional Use for a Final PUD under Section 12-3-5 of the Zoning Ordinance to allow for the construction of a hotel to the east of the existing office building but without the parking garage that was approved in 2021; (ii) a Final Plat of Subdivision under Section 13-2-7 of the Subdivision Regulations to subdivide the site into four lots of record and request of subdivision variations for lot depth and frontage; (iii) Major Variations to the reduce the required parking for the existing office building and for the proposed hotel; and (iv) the approval of any other variations, waivers, and relief as may be necessary.

Petitioner: Mariner Higgins Centre, LLC, 117 Macquarie Street, Sydney,

NSW 2000, Australia

Owner: Mariner Higgins Centre, LLC, 117 Macquarie Street, Sydney,

NSW 2000, Australia

Case Number: 22-049-FPLAT-V-PUD-A

**PINs:** 09-33-309-007-0000 and 09-33-310-004-0000

Ward: #6, Alderman Malcolm Chester

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

**Existing Land Uses:** Office Building, Two Billboards, and Surface Parking

Surrounding Zoning: North: Tollway; then R-1, Single Family Residential District

South: Commercial (Rosemont)
East: Recreation (Rosemont)

West: Creek; then C-3, General Commercial District

Surrounding Land Use: North: Tollway; then Single-Family Residences

South: Fitness Center (Rosemont) and Apartments (Rosemont)

East: Open Space/Park (Rosemont)
West: Creek; then Vacant Parcel

**Street Classification:** Higgins Road is classified as a minor arterial.

Comprehensive Plan: The Comprehensive Plan illustrates the subject properties as

commercial.

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Case 22-049-FPLAT-V-PUD-A

1700 Higgins Road

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Final Planned Unit Development, Variation, Final Plat of Subdivision, Text Amendment Text Amendment

# **History and Background:**

Based on City records, 1700 W. Higgins Road has been utilized for an office building with surface parking areas since 1986. The subject property and 1738 W. Higgins Road, which is a separate lot generally west of Willow Creek, were the subject of a PUD originally approved August 19, 2019 through Ordinance Z-21-19. This approval contemplated: (i) substantial renovations of the existing office building; (ii) construction of a new 6,000-square-foot out lot restaurant building; (iii) construction of an 88-space parking lot at 1738 W. Higgins; and (iv) installation of significant infrastructure upgrades to all parcels including the addition of both above-ground and below-ground stormwater detention facilities and new box culvert bridge over Willow Creek connecting the proposed parking lot to the subject property.

Since December 2018, the existing office building has undergone major renovations as identified in the Project Narrative. However, the property owner along with any potential real estate partners expressed in 2021 the intent to construct a hotel instead of the 6,000-square-foot restaurant previously approved by Ordinance Z-21-19. The 1738 W. Higgins property was dropped from the project, requiring the Plat of Subdivision and PUD boundaries to be updated.

Consequently, the approvals were amended in 2021 to incorporate the following: (i) the construction of an approximately 64,760-square-foot hotel on the southeast corner of the lot; (ii) the construction of a new 207-space off-street parking garage on the northwest corner of the lot; and (iii) significant infrastructure upgrades to all properties including the addition of stormwater detention facilities to accommodate run-off (approved September 20, 2021 through Ordinance Z-44-21). The approval included the following bulk exceptions: (i) building height for the hotel (approximately 59 feet, where the maximum is 45 feet), (ii) location of parking lot curb in the hotel parking area within 3.5 feet of the lot line, and (iii) width of parking lot perimeter landscaping in the hotel parking area at less than the minimum required 5 feet.

However, the petitioner and hotel developer NexGen Hotel Management approached the City in 2022 to propose the hotel in substantially the same form, scale, and location as approved in 2021 but <u>without</u> the previously approved parking garage west of the office. Pursuant to Section 12-3-5.G.1, the reduction in proposed parking across the PUD necessitates approval of a "major change." Nonetheless, on September 20, 2022, a request to extend the approval of the amended conditional use for PUD under Ordinance Z-44-21 was granted by the Zoning Administrator, pursuant to Section 12-3-4.H.

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1700 Higgins Road

Final Planned Unit Development, Variation, Final Plat of Subdivision, Text Amendment

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Because the previously approved parking garage would not fit on private property, the garage necessitated a vacation of a portion of City right-of-way, approximately 18,195 square feet of the former Webster Avenue. The City approved this vacation via Ordinance Z-45-21, also on September 20, 2021. However, without the parking garage, the vacation is no longer necessary. Nonetheless, the 2021 approval of the Final Plat of Subdivision included this vacation area in its geometry, which means an amended Final Plat of Subdivision pursuant to Section 13-2-9 of the Subdivision Regulations is necessary for the newly proposed project and site arrangement.

Text Amendment

Finally, there are also two existing two-sided billboards on the subject property, one on the northwest corner of the site and the other on the northeast portion of the site. Both billboards were permitted between 2005 and 2006 and are both currently in operation on the site. The subdivision places each on their own small lots, which do not front on a public street or meet the minimum lot area of the Subdivision Regulations, which do not contemplate billboard lots.

# **Project Overview:**

All of the requests are intended to work in concert to achieve the following:

- Obtain major variation relief for the number of required off-street parking spaces for both the existing office building and the proposed hotel.
- Resubdivide the existing lots to provide individual lots for the existing office building, each of the two existing billboards, and the proposed hotel, with subdivision variations for the billboard lots.
- Modify the existing parking lot area in the southeast corner of the subject property to make room for a new hotel building and its parking area.

# **Major Change to Final PUD**

# **Request Summary:** Overview

The petitioner, Mariner Higgins Centre, LLC, is requesting a Major Change to the PUD allow for the construction of a 107-room, five-story hotel (Home2 Suites by Hilton brand, which specializes in extended stay) without the construction of a 207-space parking garage that was a part of the Final PUD approved September 20, 2021. The brand and hotel concept, as well as the number of rooms, are unchanged from the approval in 2021.

The Final PUD plan has been revised to show the proposed hotel positioned in the southeast corner of the property substantially in the same location as in the 2021 approval. However, the existing surface parking area on the northwest portion of the property, where the parking garage had been proposed, is now

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retained (the garage was going to be built over a portion of this area). The property owner now proposes:

- Construction of an approximately 64,760-square-foot hotel on the southeast corner of the lot.
- Separate parking area and access for the new hotel; and
- Stormwater detention facilities for the hotel parcel (Lot 2) to accommodate run-off.

#### Site Access

The subject property is currently accessed by one, signalized entrance off Higgins Road and single drive aisle to the building, surface/covered parking areas, and billboard signs. The proposed lot configuration will reallocate the parking area east of the drive aisle for the new hotel and hotel surface parking area but will not alter the existing drive aisle. The new hotel parcel (Lot 2) will be accessible via a single entranceway, which is aligned with the existing entranceway to the front of the office building. The service drive for the hotel parcel does not provide access to all sides of the proposed hotel building and does not meet width standards for fire truck access due to space constraints. However, the proposal does include a fire hydrant located on the east side of the building, which has been approved by the Fire Prevention Bureau. The location of the fire department connection will be determined by the Division Chief of the Fire Prevention Bureau.

# Parking Areas and Requirements

The off-street parking requirements of Sections 12-9-7 and 12-9-8 of the Zoning Ordinance are based on the types of uses proposed. The existing office building is one use, and the proposed hotel is a separate use. Each use has a specific requirement for off-street parking:

- Office use requires one off-street parking space for every 250 square feet of gross floor area, as defined in Section 12-13-3 and excluding floor area devoted primarily to storage areas (up to 10% of the total combined floor area), food preparation areas, bathrooms, mechanical rooms, hallways, stairwells, and elevators.
- Hotel use requires one off-street parking space for every guest room plus one space for every 200 square feet of area devoted to offices.

The proposed hotel building (Lot 2) consists of 107 rooms and approximately 587 square feet of office space area, requiring a total of 110 spaces. The proposal for the hotel parcel includes 63 spaces, or potentially 61-62 after designation of any loading spaces (see the following page for discussion), which means the minimum requirement is not met and requires variation. Similarly, for the existing office

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building (Lot 1), after subtracting the excluded floor areas, the requirement is 541 spaces. The subject property was built under different parking regulations and contains 392 spaces, which does not conform with the current parking requirements.

Text Amendment

In the 2021 approval, the petitioner proposed a 207-space parking garage to decrease the parking space deficiency, but nonetheless a major variation for the office building from 541 to 338 was necessary. However, the new proposal—with the hotel and no parking garage—increases the existing parking space deficiency, reducing the total parking count to 310 spaces for the entire site, or 308-309 after loading designation. The new proposal requires greater variation than what was granted in 2021. With 61-63 spaces allocated for the hotel on Lot 2, the office building on Lot 1 will have a balance of 247-249 parking spaces, as compared with 338 in the concept with the parking garage. More details are discussed in the Major Variation request summary.

A KLOA Traffic and Parking Impact Study was completed for the subject property to assess the anticipated effect of the existing office building and proposed hotel on the surrounding infrastructure. While the current proposal yields a net loss of approximately 80 parking spaces, the study concluded that the existing signalized intersection and proposed parking supply were sufficient to accommodate the peak parking needs for both uses. The City's Public Works/Engineering Department has reviewed and concurs with the findings of the KLOA study noting that the peak parking demands for the office building (mornings) and the hotel (evenings) will be different based on the time of day. Their comments can be found in the attached Public Works and Engineering memo. CED staff adds that it is reasonable and common after the COVID-19 pandemic for an office building's tenants to allow employees to work remotely at least part time. This would have the effect of reducing parking demand.

The PZB should review the Project Narrative and parking study, and members may ask the petitioner's team to explain in the public hearing their observations of this trend at this existing office. Further, the Pace 223 route, which provides even days per week service, stops directly in front of the property, providing a clear public transportation alternative to driving and parking. Nonetheless, the PZB may wish to inquire whether the hotel would do either of the following, which could decrease parking need among guests:

- Operate a regular shuttle service to and from the O'Hare terminals as well as, for example, the Rosemont Transit Center (CTA Blue Line Rosemont station and bus terminal); and/or
- Charge for parking on a daily or per-stay basis, for all or some rooms.

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Text Amendment Section 12-9-9 of the Zoning Ordinance requires that for any new commercial building, loading shall be provided, with 50,000 square feet of gross floor area as the basis for the number of loading spaces. The petitioner's submittal does not

designate or label a loading space. Further, the Section establishes that the standard size of a loading space is 35 feet long by 15 feet wide. Section 12-9-9.A. does state, however, that the dimensions for a loading space may be "...otherwise specified...." The PZB should invite the petitioner in the public hearing to explain the hotel's anticipated loading operations, in particular size of expected vehicles and frequency of deliveries. The Board may specify that standard-width (9 feet) and length (18 feet) parking space(s) would suffice as required loading space(s), provided they are signed and marked as such.

# Hotel Landscaping Improvements

The proposal seeks to add landscaping throughout the new proposed Lot 2 designated for the new hotel including foundation and parking lot landscaping areas as illustrated on the attached Landscape Plans. It is important to note that Ordinance Z-44-21 approved a PUD exception to allow a reduction in the required five-foot-wide perimeter parking lot landscape area behind the south and east parking space rows due to space constraints. However, even with the exception, the proposal is adding a row of perimeter parking lot landscaping in these areas as well as additional landscaping at the corners of the parking areas and throughout the entire site.

# **Final Plat of Subdivision**

## **Request Summary:**

#### Overview

The existing property consists of two parcels totaling 5.74 acres, containing a sixstory office building with 139,000 square feet of leasable office space and a 392 parking lot, including 358 surface spaces, 28 indoor spaces, and six handicap accessible parking spaces, as shown on the attached Plat of Survey. The petitioner proposes to resubdivide the existing parcels into four lots—without the addition of a vacation-of-right-of-way area as approved in 2021. Final Engineering Plans have been approved by the Department of Public Works and Engineering, as expressed in the attached memo. The latest site illustration is shown on the Final Plat of Subdivision and described below:

Parcel 1 includes the existing office building and existing surface parking areas with the exception of the parking area portion located east of the entrance drive off Higgins Road.

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- Parcel 2 includes the proposed hotel and separate new surface parking area located east of the entrance drive off Higgins Road;
- Parcel 3 includes the existing northeastern billboard sign; and
- Parcel 4 includes the existing northwestern billboard sign.

There is an individual lot proposed for each of the two existing billboard signs, which are owned by a separate entity, but these lots would also have 1700 W. Higgins Road as their property address.

#### **Easements**

The Final Plat shows the following existing easements: (i) a 34-foot-by-92.29foot stormwater detention area; (ii) a 51-foot-by-76.9-foot stormwater detention area; (iii) a 10-foot storm sewer easement at the southwestern portion of the property; (iv) a 14-foot public utility easement throughout the south portion of the property; and (v) a 10-foot public utilities easement throughout the north portion of the property.

#### Subdivision Variations

The proposed Lots 3 and 4, which will contain the billboard signs, are new lots and are subject to the Subdivision Regulations. Pursuant to Section 13-2-5.R, all new lots must be a minimum of 125 feet in depth. Since the proposed Lots 3 and 4 are only 10 feet deep, they do not meet the minimum depth requirements resulting in a need for subdivision variation for each as part of this request. Further, pursuant to Section 13-2-5.V, all lots must front on a public street. The proposed lots border a private parking area, but not a public street, thus each requiring a subdivision variation.

#### **Major Variations**

## **Request Summary:**

The petitioner has submitted variation requests for required off-street parking due to the unique size and shape of the development. As noted above, the subject property contains 392 parking spaces, which will be reduced to 308-310 spaces (net loss of 82-84 spaces) with the construction of the hotel and no proposed parking garage. The petitioner has allocated 61-63 spaces for the proposed hotel building on Lot 2 leaving a total of 247-249 spaces for the office building on Lot 1. Since a total of 110 spaces are required for the hotel and 541 spaces for the

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office building, the petitioner has requested two major variations, which are summarized in the table below.

Regulation	Required	Proposed
Parking – Office Building (Lot 1)	541 spaces	247-249 spaces*
Parking – Hotel (Lot 2)	110 spaces	61-63 spaces*

<sup>\*</sup>Indicates a required major variation request

**PUD Findings of Fact:** The proposed development is reviewed below in terms of the Findings of Fact contained in Section 12-3-5 of the Zoning Ordinance. The Board should review the petitioner's responses for each and staff's comment regarding Standard No. 6. In review of the standards, the Board may use the petitioner's responses as written as its recommended findings, modify the responses to use as findings, or adopt its own.

1.	The extent to which the Propo	sed Plan is or	is not consister	nt with the state	d purpose of
	the PUD regulations in Sectio	n 12-3.5-1 and	is a stated Co	onditional Use in	n the subject
	zoning district:				

PZB Additions or Modifications (if necessary):
2. The extent to which the proposed plan meets the prerequisites and standards of the planned unit development regulations:
PZB Additions or Modifications (if necessary):
3. The extent to which the proposed plan departs from the applicable zoning and subdivision regulations otherwise applicable to the subject property, including, but not limited to the density, dimension, area, bulk, and use and the reasons why such departures are or a not deemed to be in the public interest:
PZB Additions or Modifications (if necessary):

recreation and visual enjoyment: PZB Additions or Modifications (if necessary):

4. The extent to which the physical design of the proposed development does or does not make adequate provision for public services, provide adequate control of vehicular traffic, provide for, protect open space, and further the amenities of light and air,

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5. The extent to which the relationship and compatibility of the proposed development is

PZB Additions or Modifications	(if necessary):	

beneficial or adverse to adjacent properties and neighborhood:

6. The extent to which the proposed plan is not desirable to physical development, tax base, and economic well-being of the entire community:

<u>Comment</u>: The proposed hotel offers notable direct economic and revenue benefits to Des Plaines. The City will collect a total 11-percent-per-night room tax, 7 percent under the normal Hotel-Motel Operator's Occupation Tax (Title 15, Chapter 4 of City Code) and an additional 4 percent under the O'Hare Corridor Privilege Tax Area (Title 15, Chapter 5 of the City Code). Further, if the hotel charges for parking to manage its supply, the City could collect \$1 per day per the O'Hare Corridor Privilege Parking Tax. The formerly proposed parking garage is a substantial expense to construct—particularly in the current economy with inflation and lingering supply chain disruptions for materials such as concrete—and, if determined to be needed, would inflate the cost of the project and threaten its viability.

PZB Additions or Modifications (if necessary):	
7. The analysis the many and also is in	
/. The extent to which the proposed plan is i	n conformity with the recommendations of the
2019 Comprehensive Plan:	
PZB Additions or Modifications (if necessary):	

<u>Variation Findings:</u> Variation requests are subject to the standards set forth in Section 12-3-6(H) of the Zoning Ordinance. The Board should review the staff and petitioner responses. In review of the standards, the Board may use the provided responses as written as its recommended findings, modify the responses to use as findings, or adopt its own.

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:

<u>Comment:</u> The existing office building was developed in 1986 prior to the establishment of modern zoning regulations for parking and does not meet modern standards. The proposed hotel will yield a loss of parking spaces increasing the non-conforming parking count. However, the attached KLOA Traffic and Parking Impact Study concludes that the existing signalized intersection at Higgins Road and the proposed number of spaces is adequate in accommodating the projected peak parking demand for both land uses. Finally, the cost of construction for the parking garage has leapt considerably since the 2021 planning of the project, making the project not economically viable if the parking garage is required.

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PZB Additions or Modificat	ions (if necessary):	

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:

<u>Comment:</u> The existing access and location of the subject property creates a unique physical condition that limits the available development of this site and prevents full compliance with current zoning standards. The site is landlocked by the I-90 Tollway to the north, the Rosemont Park District to the east, Willow Creek to the west, and Higgins Road to the south, which serves as the site's only access point. While there was an opportunity to construct a bridge across Willow Creek to add parking on the 1738 W. Higgins Road property, this is no longer available, limiting the site development to its current boundaries.

PZB Additions or Modifications	(if necessary):		

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:

<u>Comment:</u> The physical conditions described above are of no fault to the petitioner as the existing property consists of these characteristics prior to the development proposal for the new hotel. As previously mentioned, the office building was built before the establishment of modern zoning regulations creating several non-conformities. Staff is not aware of any action of the current or previous owner which created the conditions described above.

PZB Addition	ns or N	Modification	ıs (if	necessary)	
				,	

3. 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:

<u>Comment:</u> Carrying out the strict letter of this code could deprive the existing property owner of substantial rights enjoyed by other owners of similarly zoned lots by limiting the redevelopment of the property with uses enjoyed by similar developments in the area. The PUD located west of the subject property and south of the I-90 Tollway includes a mixed-use development with a hotel/Class A Restaurant, Fuel Center/Class B restaurant, and car wash contains multiple structures and parking areas similar to the design for the proposed development.

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PZB Additions	or Modifications	(II necessary):	 
		• •	

4. 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:

<u>Comment:</u> The granting of the variations for parking would not provide any special privilege of the property owner or petitioner as similar developments in the C-3 zoning district have the opportunity for this request for development proposals permitted in the C-3 district. The variations would allow for the redevelopment of the existing site and the increase in mixed use developments in Des Plaines.

PZB Additions or Modifications	(if necessary):		

5. 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:

<u>Comment:</u> The proposed hotel development would be harmonious with the surrounding multi-use developments to the west of the subject property. The mixed-use development proposal supports the goals and objectives of the Comprehensive Plan, which strives to incorporate multiple uses on single lots.

PZB	Additions or	Modifica	tions (i	f necess	ary): _		
			`		• • -		

6. 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.

<u>Comment:</u> Aside from building structured or vertical parking, which has become essentially impractical in light of recently inflated costs of construction (e.g. concrete and other materials), there are no other reasonable ways to avoid the aforementioned hardship, as the property is land-locked and cannot be expanded to meet minimum standards for commercial development intended for a C-3 zoned property.

PZB Additions or Modifications (if necessar	ry):
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7. 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.

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multi-use development.

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Comment: This would be the minimum amount of relief necessary to alleviate the aforementioned hardships and allow the petitioner to redevelop the subject property with a

Text Amendment

PZB Additions or Modifications (	if necessary):

# **PZB Findings for Subdivision Variation**

Pursuant to Section 13-2-6 of the Subdivision Regulations, the PZB may recommend subdivision variations (distinct from zoning variations) when, in its opinion, undue hardship may result from strict compliance. In recommending any variation, the PZB should prescribe only conditions that it deems necessary to or desirable for the public interest. In making its findings, as listed below, the PZB shall consider the nature of the proposed subdivision and the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision, and the probable effect of the proposed subdivision upon traffic conditions in the vicinity. Staff has the following comments, which the PZB may adopt, modify, or create its own.

1. That there are special circumstances or conditions affecting said property such that the strict application of the provisions of this title would deprive the applicant of reasonable use of his land.

Comment: The property's close proximity with the tollway and insufficient room for the addition of a public street to the proposed lot makes the variation requests logical. On development sites such as this, billboard land is reasonably expected to exist under separate ownership from the rest of the development, and the land required for a billboard is substantially less than land (i.e., lot area) required for most structures. It will be impractical and unnecessary to extend a public street to the lots for the existing billboards (Lots 3 and 4). Additionally, the petitioner is unable to meet the required lot depth requirements for the two new billboard lots given that the billboards are located in close proximity to the existing office building and that the reallocation of ownership involved with the expansion of each billboard lot to the minimum standards could cause more parking concerns.

PZB Additions	or I	Modification	ıs (i	f necessary):	
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2. That the variance is necessary for the preservation and enjoyment of a substantial property right of the petitioner.

Comment: The petitioner's proposed subdivision aims to reorganize the office campus in an effort to create separate parking and access areas for both land uses. Granting the proposed subdivision variations will allow these improvements to be implemented on the site.

PZB Additions or Modifications (if necessary	:
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3. That the granting of the variance will not be detrimental to the public welfare or injurious to other property in the territory in which said property is situated.

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<u>Comment</u>: The proposed subdivision's intended site improvements address existing site constraints and access point deficiencies which can have positive public-welfare implications for the surrounding area. The approval of the requested subdivision variations allows these improvements to be recognized.

sary):
sary):

**Recommendation and Conditions:** The PZB should take the following motions. The zoning motions can be combined or taken individually:

Zoning Recommendations to City Council

- A motion pursuant to Section 12-3-5.E of the Zoning Ordinance to *recommend* to City Council to approve, approve with modifications, or deny the requests for a Major Change to Conditional Use for a Final PUD;
- A motion pursuant to Section 12-3-6.H of the Zoning Ordinance to *recommend* to City Council to approve, approve with modifications, or deny the proposed major variations.

Subdivision Approval

• A motion pursuant to Section 13-2-2 of the Subdivision Regulations to approve, approve with conditions, or deny the Tentative Plat of Subdivision.

Subdivision Recommendation to City Council

• A motion pursuant to Section 13-2-7 of the Subdivision Regulations to *recommend* to the City Council to approve, approve with conditions, or deny the Final Plat of Subdivision with subdivision variations for lot depth and lot frontage.

On the requests, staff recommends approval be subject to the following conditions:

- 1. Off-street loading in a location, quantity, and size required by Section 12-9-9 of the Zoning Ordinance or as "otherwise specified" will be provided.
- 2. All governing documents for the proposed development including covenants, conditions, and restrictions, or any operating reciprocal easement agreements must be submitted to and approved by the City's General Counsel prior to the recording of the Final Plat of PUD or Final Plat of Subdivision.

#### **Attachments**

Attachment 1: Location Map

Attachment 2: Site and Context Photos

Attachment 3: Plat of Survey

Attachment 4: Petitioner's Responses to Standards
Attachment 5: Public Works and Engineering Memo

Attachment 6: Conceptual Sign Plan

Attachment 7: Project Narrative

Attachment 8: Amended Final PUD (including Site Plan)

Attachment 9: Select Final Engineering Plans

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Attachment 10: Select Architectural Plans Attachment 11: Final Plat of Subdivision

Attachment 12: Landscape Plans Attachment 13: Parking Diagram

Attachment 14: KLOA Traffic and Parking Impact Study without Appendices

Attachment 15: Project Schedule

Chair Szabo swore in Mark Rogers - Attorney for the applicant. Mr. Rogers explained the summary of requests which include a major change to the previously passed Final Unit Development with exceptions, Amendment Plat of Subdivision with two subdivision variations, and two major variations. The applicant has invested \$5,900,000.00 for major renovations since 2018. Applicant is looking to construct a 5 story 107 room Homes2Suites Hotel. There have been some changes since the last time they petitioned. There was a decked parking garage on the previous plans. That has been removed because it is no longer needed following the KLOA report. There will be a Hotel Drive and 63 parking spaces for the all-suites hotel. Construction is planned to begin in June 2023 and be complete by November 2024. There are two major Zoning variations requests. The first is to reduce the parking requirement for Lot 1 from 241 spaces to 247 spaces pursuant to 12-9-7 to the zoning ordinance. The second is to reduce the parking requirement in Lot 2 from 110 to 63 spaces pursuant to 12-9-7 to the zoning ordinance. There are also two major Subdivision Variations. The first is for Lots 3 and 4 to reduce the 125 lot depth requirements pursuant to 13-2-5-R of the subdivision ordinance. The second is for Lots 3 and 4 to remove the requirement that lots shall front upon a dedicated, public street pursuant to 13-2-5-V of the subdivision regulations. And the applicant is requesting the City approval of the Final Plat of Subdivision to subdivide the existing lots into four new lots.

Chair Szabo asked if any of the board had questions. Member Fowler asked when the KOLA study was done. Mr. Rogers stated that the KOLA study was done in 2022.

Member Hofherr asked if they would be relying on the Pace Bus for access to O'Hare. Mr. Rogers stated that the hotel will have its own shuttle service for their guests.

Jonathan Stytz, Senior Planner, reviewed the staff report. Mr. Stytz explained the application. The plans for the project were changed from 2019. The application is for a hotel to be built without a parking garage. A traffic study was conducted and shows ample parking. The current proposal is looking at zoning variations for office and hotel. Mr. Stytz went over the power point presentation that included Hotel Renderings, Hotel Facts, Explanation of Variations, Parking and Subdivision, Traffic Study and Billboard locations.

Planning and Zoning has four areas for the Boards consideration: (i) Major FPUD, (ii) Major Variation, (iii) Tentative Subdivision, and (iv) Final Subdivision. Mr. Stytz also mentioned that the Zoning Ordinance requires a loading space for buildings that are 15,000 feet and above, but the ordinance does allow the PZB to otherwise specify the size of the required loading spaces. He added that the PZB can determine if a regular parking space would suffice as a loading area in their motion.

Attachment 11 Page 45 of 94

Case 22-049-FPLAT-V-PUD-A 1700 Higgins Road Final Planned Unit Development, Variation,

Final Plat of Subdivision, Text Amendment

Case 22-050-TA Citywide Text Amendment

John Carlisle, CED Director, reminded the board that the staff is looking for affirmation about dimensions of the loading space. Without an otherwise specified then they are subject to a 35 x 15 ft loading space, which would require the applicant to amend their plans to meet the bigger loading space requirements.

Chris Patel, Petitioner, said they have a loading area. The loading space would have two designated parking spaces. The hotel will not use semitrucks for deliveries but rather Cisco box trucks and have deliveries twice a week. The loading zone would be two 9-foot wide x 18-foot long spaces near the main entrance of the hotel.

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to allow two 9-foot-wide by 18-foot-long loading spaces and recommend approval of a motion pursuant to Section 12-3-5.E of the Zoning Ordinance to *recommend* to City Council: (i) to approve a Major Change to Conditional Use for a Final PUD; and (ii) recommend approval of the major variation requests pursuant to 12-3-6.H. of the Zoning Ordinance to reduce the off street parking requirements for the proposed hotel from 110 to 61 spaces and to reduce the off street parking requirements for the existing office building from 541 to 247 spaces with the two conditions in the staff report.

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

NAYES: None ABSTAIN: None

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

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to approve the Tentative Plat of Subdivision pursuant to Section 13-2-2 of the Subdivision Regulations subject to the conditions already approved.

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

NAYES: None ABSTAIN: None

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

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to recommend to the City Council to approve a Final Plat of Subdivision with subdivision variations for lot depth and lot frontage subject pursuant to Section 13-2-7 of the Subdivision Regulations with the condition that all governing documents for the proposed development including covenants conditions and restrictions or any operating reciprocal easement agreements must be submitted and approved by the general council prior to the recording of the FPUD.

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

NAYES: None ABSTAIN: None

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

Attachment 11 Page 46 of 94

# Office and Hotel Parking Requirement Research

Surrounding Municipality Parking Requirements								
Municipality	Land Use							
withincipality	Hotel	Office						
Des Plaines	1 space per room plus 1 space for every 200 SF of accessory office area	1 space for every 250 SF of floor area						
Park Ridge	1.25 spaces per room	1 space for every 250 SF of floor area						
Rosemont	Established case by case through special use process; For the "Redevelopment Area," "ratios for uses in accordance with good planning practice" (Sec. 12-6A-4C of Rosemont Village Code)	Set ratio not published in Zoning Ordinance						
Schiller Park	1 space per room	1 space for every 250 SF of floor area						
Mount Prospect	1 space per room plus 1 space for every employee	1 space for every 250 SF of floor area						
Arlington Heights	1 space per room plus required spaces for resturant (if applicable)	0.83 spaces for every 250 SF of floor area						

ITE	ITE Parking Generation Manuel, 5th Edition								
Land Use	Average Usage	Parking Requirement for 1700 Higgins If Applied							
Hotel	0.77 spaces per room	83 spaces (rounded)							
Office	0.6 spaces for every 250 SF of floor area	334 spaces (rounded)							

Attachment 12 Page 47 of 94

## CITY OF DES PLAINES

## **ORDINANCE Z - 39 - 22**

AN ORDINANCE APPROVING A SECOND MAJOR AMENDMENT TO AN EXISTING PLANNED UNIT DEVELOPMENT, FINAL PLAT OF SUBDIVISION, AND MAJOR VARIATIONS AND REPEALING PRIOR APPROVALS FOR 1700 W. HIGGINS ROAD, DES PLAINES, ILLINOIS (CASE #22-049-FPLAT-V-PUD-A).

**WHEREAS,** Mariner Higgins Centre, LLC ("*Owner*") is the owner of the real property located at 1700 W. Higgins Road, which is referred to herein as the ("*Subject Property*"); and

**WHEREAS,** NexGen Hotels Management, Inc. ("Co-Applicant" and together with the Owner, hereinafter referred to as the "Applicants") is the contract purchaser of the Subject Property; and

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

**WHEREAS,** in 2019, the City Council adopted Ordinance Z-9-19 approving a conditional use for a local alternative sign regulation ("*LASR*"), tentative plat of subdivision, map amendment, and preliminary planned unit development (collectively, the "*Preliminary PUD*"); and

WHEREAS, on August 19, 2019, the City Council adopted, Ordinance Z-21-19, approving a conditional use for final planned unit development ("Final Planned Unit Development"), a final plat of subdivision ("Final Plat"), and major variations ("Variations") for the Subject Property to allow the redevelopment of the existing office building development, which includes a 139,000 square foot office building ("Office Building") and multiple parking lots totaling 358 outdoor spaces and indoor parking lots totaling 28 spaces ("Parking Lots") (collectively, the Final Planned Unit Development, the Final Plat, and the LASR are the "2019 Approvals"); and

WHEREAS, on September 20, 2021, the City Council adopted, Ordinance Z-44-21, approving a major change to a final planned unit development ("Amended Final Planned Unit Development"), a final plat of subdivision ("Final Plat"), and major variations ("Variations") for the Subject Property to allow for (i) the construction of a 64,760-square-foot, four-story, 107-room hotel ("Hotel"); and (ii) stormwater detention facilities ("Stormwater Improvements") in place of the previously approved surface parking lot/bridge over Willow Creek (collectively, the Major Change to a Final Planned Unit Development, the Final Plat, and the LASR are the "2021 Approvals") (collectively, the 2019 Approvals and 2021 Approvals are the ("Initial Approvals"); and

**WHEREAS,** to date, the Subject Property has not been redeveloped in accordance with the Initial Approvals; and

- **WHEREAS**, the Applicants now propose to once again alter the original redevelopment plan for the Subject Property previously approved under Ordinance Z-44-21 to instead allow for (i) the construction of a 64,760-square-foot, four-story, 107-room hotel ("*Hotel*"); and (ii) stormwater detention facilities ("*Stormwater Improvements*") exclusively for the proposed hotel lot (collectively, "*Proposed Improvements*"); and
- **WHEREAS**, the Proposed Improvements constitute a major change to the Planned Unit Development approved by Ordinances Z-9-19, Z-21-19, and Z-44-21 pursuant to Section 12-3-5.G.1 of the Des Plaines Zoning Ordinance of 1998, as amended ("*Major Amendment*"); and
- **WHEREAS,** the Applicants, through its agent Mark Rogers of Liston & Tsantilis Law Office (collectively with the Applicant, the "*Petitioner*"), has applied to the City of Des Plaines for approval of this second Major Amendment to the PUD Approvals to allow for Proposed Improvements on the Subject Property ("*Requested Relief*"); and
- **WHEREAS**, the Petitioner's application for the Requested Relief was referred by the Department to the Planning and Zoning Board of the City of Des Plaines ("*PZB*") within 15 days after the receipt thereof; and
- **WHEREAS**, within 90 days after the date of the Petitioner' application, a public hearing was held by the PZB on November 22, 2022, pursuant to notice published in the *Journal & Topics* on November 2, 2022; and
- **WHEREAS,** notice of the public hearing was mailed to all owners of property located within 500 feet of the Subject Property; and
- **WHEREAS,** during the public hearing, the PZB heard competent testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the applicable provisions of the Zoning Ordinance; and
- **WHEREAS,** pursuant to Section 12-3-5 of the Zoning Ordinance, the PZB filed a written report with the City Council on November 30, 2022, summarizing the testimony and evidence received by the Board and stating the Board's recommendation, by a vote of 6-0, to approve the Petitioner's application for the Requested Relief; 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 this request for the Requested Relief, subject to certain terms and conditions; and
- WHEREAS, the City Council has considered the written report of the PZB, together with the applicable standards for planned unit developments set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated December 22, 2022, including the attachments and exhibits thereto, and has determined that it is in the best interest of the City and the public to repeal the Initial Approvals and to grant the Petitioner's application for 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 this Ordinance.

SECTION 2. REPEAL OF INITIAL APPROVALS. City of Des Plaines Ordinances Nos. Z-21-19, adopted August 19, 2019 and Z-44-21, adopted September 20, 2021 shall be repealed and shall be of no further force and effect, from and after the effective date of this Ordinance, which shall restate and replace the Initial Approvals.

**SECTION 3. LEGAL DESCRIPTION OF SUBJECT PROPERTY.** The Subject Property is legally described as follows:

#### PARCEL 1:

BLOCK 5 IN ORCHARD PLACE (BY SCOTT), BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT FROM BLOCK 5 THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 5; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF HIGGINS ROAD, 248.3 FEET; THENCE NORTHERLY PARALLEL TO THE WESTERLY LINE OF SAID BLOCK 5, 537.4 FEET, MORE OR LESS TO THE NORTH LINE OF SAID BLOCK 5; THENCE WESTERLY ALONG SAID NORTHERLY LINE, 229.5 FEET, MORE OR LESS TO THE WESTERLY LINE OF SAID BLOCK 5; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, 488.2 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF HIGGINS ROAD, DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTHERLY LINE OF SAID HIGGINS ROAD, 987.56 FEET NORTHWESTERLY OF THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, 249.38 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO A POINT IN THE CENTER LINE OF CURTIS STREET, SAID POINT BEING 1537.13 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG THE CENTER LINE OF CURTIS STREET, AND SAID STREET EXTENDED SOUTH TO THE NORTHERLY LINE OF HIGGINS ROAD;

THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID HIGGINS ROAD TO THE POINT OF BEGINNING. IN COOK COUNTY, ILLINOIS.

PINs: 09-33-310-004-0000; 09-33-309-007-0000

Commonly known as 1700 W. Higgins Road, Des Plaines, Illinois 60018

## **SECTION 4. APPROVAL OF REQUESTED RELIEF.**

A. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 5 of this Ordinance, the City Council hereby approves a revised Final Plat of Subdivision for the Subject Property prepared by SPACECO, Inc., consisting of three sheets with a latest revision date of November 28, 2022 ("*Revised Final Plat*"), a copy of which is attached to and, by this reference made a part of, this Ordinance as *Exhibit A*.

- B. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 5 of this Ordinance, the City Council hereby approves a Major Amendment to the Conditional Use for a Planned Unit Development granted by the PUD Approvals, to authorize the construction of the Proposed Improvements, all as depicted in that certain "Final Plan of Planned Unit Development," prepared by SPACECO, Inc., consisting of two sheets, with a latest revision date of October 17, 2022 ("Amended Plat of PUD") a copy of which is attached to, and by this reference made a part of, this Ordinance as Exhibit B.
- C. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 5 of this Ordinance, the City Council hereby approves the following PUD exceptions pursuant to Section 12-3-5.C of the Zoning Ordinance:
  - A. An exception to permit a building height of 59 feet and 1/8 of 1 inch, where a maximum building height of 45 feet is permitted; and
  - B. An exception to permit a back-of-curb setback of two (2) feet at the southern and three (3) feet at eastern edges of the proposed off-street parking lot where a setback of 3.5 feet is required; and

C. An exception to eliminate the five-foot perimeter parking lot landscaping area requirement for the Proposed Parking Lot

(collectively, "PUD Exceptions").

**SECTION 5. CONDITIONS OF APPROVAL.** Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance and the Subdivision Ordinance, and any other rights that the Petitioner may have, the approvals granted in Section 4 of this Ordinance are subject to and contingent upon compliance with each and all of the following conditions, restrictions, limitations, and provisions:

- A. <u>Compliance with Law and Regulations</u>. The development, use, operation, and maintenance of the Subject Property 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. <u>Compliance with Plans</u>. Except for minor changes and site work approved by the City's Director of Community and Economic Development or Director of Public Works and Engineering (for matters within their respective permitting authorities) in accordance with all applicable City standards, the development, use, operation, and maintenance of the Proposed Development and the Subject Property must comply with the following plans and documents (collectively, "*Final Plans*"):
  - 1. The Revised Final Plat;
  - 2. The Amended Plat of PUD;
  - 3. The Geometric Plan prepared by SPACECO, Inc., consisting of one sheet labeled GM1 with a latest revision date of October 10, 2022, a copy of which is attached to and, by this reference made a part of, this Ordinance as *Exhibit C*;

- 4. Select Architectural Plans prepared by ORIGINATION DESIGN, consisting of 19 sheets labeled T1, SP1, A-1.1, A-1.2, A-1.3, A-1.4, A-1.5, A-4.1, A-4.2, A-6.11, A-6.12, A-6.13, A-6.14A, A-6.15A, A-6.16A, A-6.17A, A-6.18, A-6.19, and A-7.11 with a latest revision date of September 29, 2020, a copy of which is attached to and, by this reference made a part of, this Ordinance as *Exhibit D*;
- 5. Select Engineering Plans prepared by SPACECO, Inc., consisting of eight sheets labeled C1, EC1, DEMO, GM1, PDE, SW, EX. DRAIN, and PR. DRAIN with a latest revision date of November 15, 2022, a copy of which is attached to and, by this reference made a part of, this Ordinance as *Exhibit E*; and
- 6. The Overall Landscape Plan prepared by KATHRYN TALTY, consisting of two sheets labeled L 1.1 and L 2.1 with a latest revision date of November 2, 2022, a copy of which is attached to and, by this reference made a part of, this Ordinance as *Exhibit F*.
- C. <u>Additional Conditions</u>. The development, use, and maintenance of the Subject Property shall be subject to and contingent upon the following conditions:
  - Off-street loading in a location and quantity required by Section 12-9-9 of the
     Zoning Ordinance and size as specified by the PZB will be provided.
  - 2. All governing documents for the proposed development including covenants, conditions, and restrictions, or any operating reciprocal easement agreements must be submitted to and approved by the City's General Counsel prior to the recording of the Final Plat of PUD or Final Plat of Subdivision.

**SECTION 6. RECORDATION; BINDING EFFECT.** A copy of this Ordinance and the Revised Final Plat must be recorded in the Office of the Cook County Clerk. This Ordinance

and the privileges, obligations, and provisions contained herein run with the Subject Property and inure to the benefit of, and are binding upon, the Petitioner and its personal representatives, successors, and assigns, including, without limitation, subsequent purchasers and owners of the Subject Property.

# <u>SECTION 7. FAILURE TO COMPLY WITH CONDITIONS.</u>

- 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 \$75.00 or more than seven hundred and \$750.00 for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.
- B. In the event that the Petitioner fails to develop or maintain the Subject Property in accordance with the plans submitted, the requirements of the Zoning Ordinance, the Subdivision Regulations, or the conditions set forth in Section 5 of this Ordinance, the approvals granted by Section 4 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation, the City Manager and the City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner and the Applicants acknowledge that public notices and hearings have been held with

respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner and the Applicants.

**SECTION 8. AMENDMENTS.** Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance and the Subdivision Regulations.

**SECTION 9. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

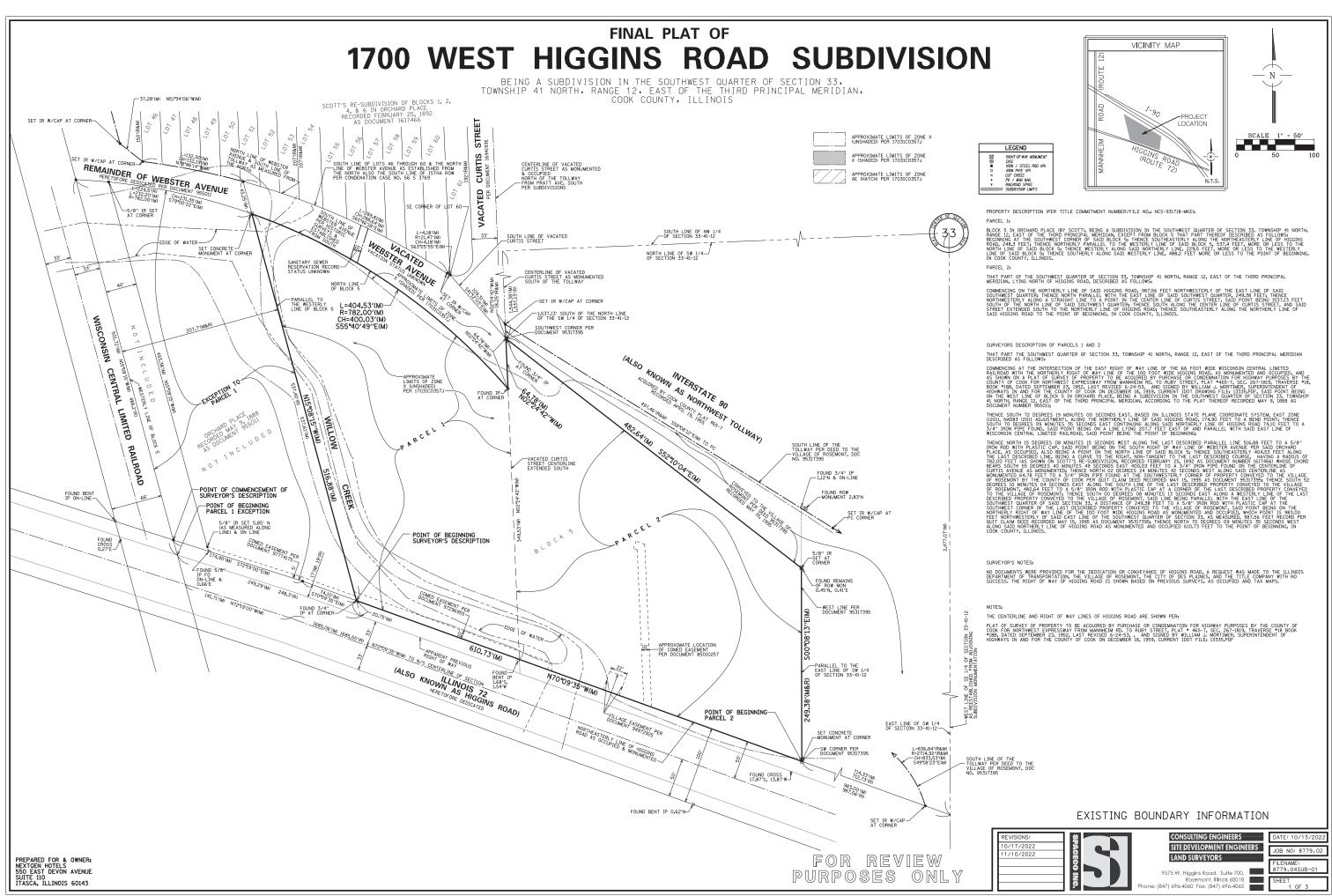
**SECTION 10. EFFECTIVE DATE.** This Ordinance will be effective only upon the occurrence of the following events:

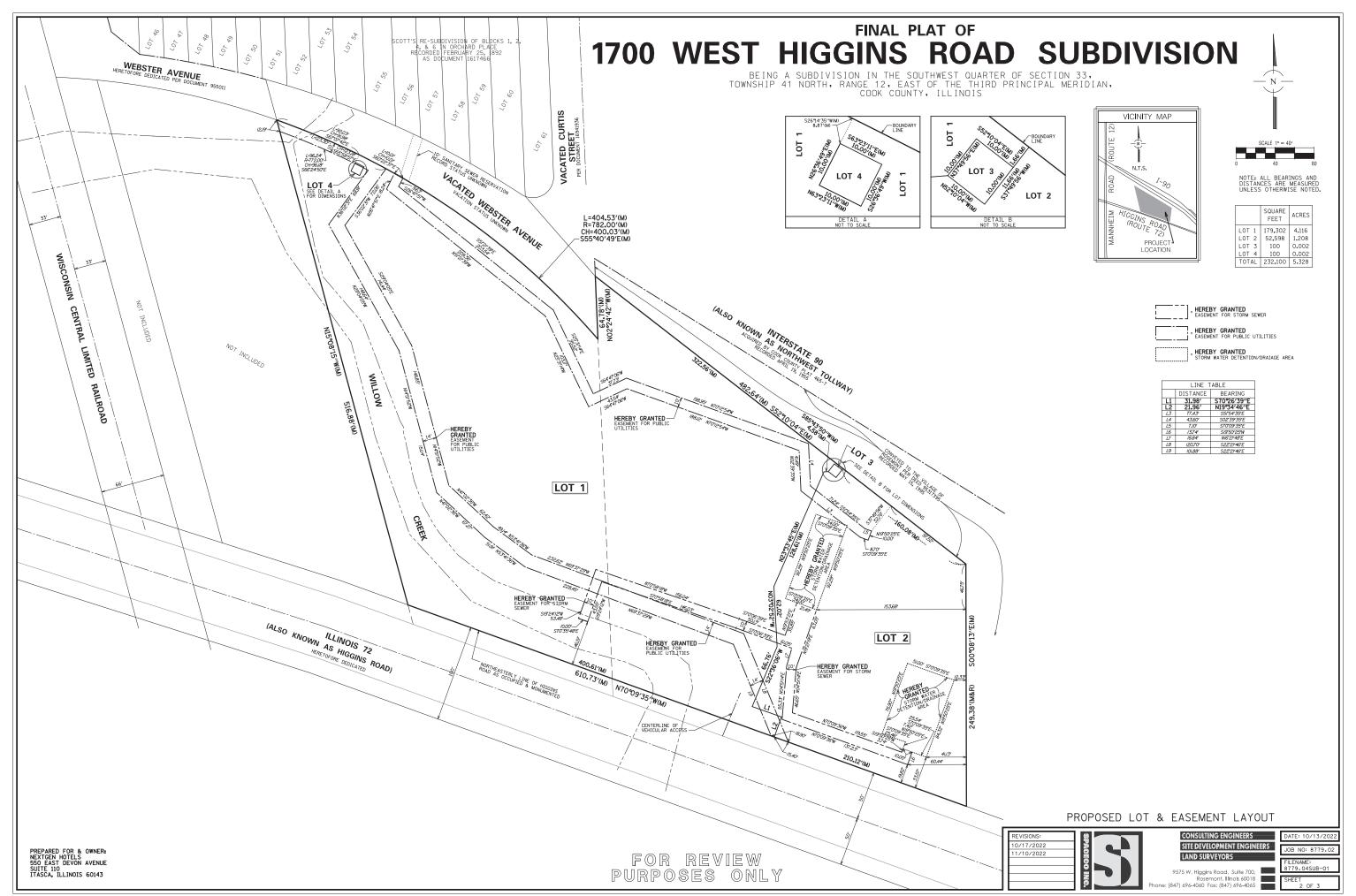
- A. Passage by the City Council in the manner required by law;
- B. Publication in pamphlet form in the manner required by law;
- C. The filing with the City Clerk by the Applicants of an unconditional agreement and consent in substantially the form attached to and, by this reference, made a part of this Ordinance as *Exhibit G*, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating the Applicants' consent to its recordation;
- D. At Petitioner's sole cost and expense, the recordation of this Ordinance and the Revised Final Plat, together with such exhibits as the City Clerk deems appropriate for recordation, with the office of the Cook County Clerk.

[SIGNATURE PAGE FOLLOWS]

PASSED thisday of	, 2023.
<b>APPROVED</b> thisday of	, 2023.
VOTE: AYESNAYS	ABSENT
ATTEST:	MAYOR
CITY CLERK	
Published in pamphlet form this day of, 2023.	Approved as to form:
CITY CLERK	Peter M. Friedman, General Counsel

 $DP-Ordinance\ Approving\ Zoning\ and\ Subdivision\ Relief\ for\ 1700\ W.\ Higgins\ Road\ Redevelopment\ \&\ Site\ Improvements$ 





## FINAL PLAT OF

Y:		
AME:		
ITLE:		

#### NOTARY PUBLIC CERTIFICATE

STATE OF	)	
COUNTY OF	)	)SS

I, and state aforesaid, do hereby certify that that  $^{\rm A}$  and for the county and state aforesaid, do hereby certify that

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_DAY OF \_\_\_\_\_

NOTARY PUBLIC MY COMMISSION EXPIRES:

#### CONSENT OF MORTGAGEE CERTIFICATE

STATE OF ILLINOIS)
) SS

AND RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER, ILLINOIS ON \_\_\_\_\_\_\_, 20\_\_\_ AS

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS CONSENT TO BE EXECUTED ON \_\_\_\_\_\_\_, 20\_\_\_\_.

ATTEST:	, A
BY:	

## NOTARY CERTIFICATE

STATE OF

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_

SECRETARY OF INDIVIDUALS ARE KNOWN TO ME TO BE THE IDENTICAL PERSONS WHO SIGNED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF THE CORPORATION FOR AND ON BEHALF OF SAID CORPORATION, AND THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF THE CORPORATION, FOR THE USES AND PURPOSE THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_, 20\_\_\_

SIGNATURE OF NOTARY

MY COMMISSION EXPIRES: \_\_\_\_

#### UTILITY CERTIFICATES

AN EASEMENT FOR SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND NATURAL GAS AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO:

\_\_\_\_\_, ON THIS \_\_\_ DAY OF \_\_\_\_\_\_, 20 \_\_\_. APPROVED BY: \_\_\_\_\_\_, ON THIS \_\_\_ DAY OF \_\_\_\_\_\_, 20 \_\_\_.

APPROVED BY: \_\_\_\_\_\_, ON THIS \_\_\_ DAY OF \_\_\_\_\_\_, 20 \_\_\_. APPROVED BY: \_\_\_\_\_

# PREPARED FOR & OWNER: NEXTGEN HOTELS 550 EAST DEVON AVENUE TASCA, ILLINOIS 60143

# 1700 WEST HIGGINS ROAD SUBDIVISION

BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

#### DRAINAGE CERTIFICATE

MAYOR AND CITY COUNCIL CERTIFICATE STATE OF ILLINOIS)
COUNTY OF COOK )

APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS, ON

#### PLANNING AND ZONING BOARD CERTIFICATE

COUNTY OF COOK

ATTEST: CITY CLERK

APPROVED BY THE CITY PLANNING AND ZONING BOARD OF THE CITY OF DES PLAINES,

SIGNED: CHAIRMAN

#### DIRECTOR OF FINANCE CERTIFICATE

I CERTIFY THAT THERE ARE NO DELINQUENT OR CURRENT UNPAID SPECIAL ASSESSMENTS ON THE PROPERTY SHOWN ON THIS PLAT.

DIRECTOR OF FINANCE

DIRECTOR OF PUBLIC WORKS AND ENGINEERING CERTIFICATE

STATE OF ILLINOIS)

APPROVED BY THE DIRECTOR OF PUBLIC WORKS AND ENGINEERING OF THE CITY OF DESPLAINES, COOK COUNTY, ILLINOIS,

#### ILLINOIS DEPARTMENT OF TRANSPORTATION ACCEPTANCE

APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_\_, 20 \_\_\_\_

ANTHONY J. QUIGLEY, P.E. REGION ONE ENGINEER

1. THERE SHALL BE, AT MOST, ONE (1) VEHICULAR ACCESS TO ILLINOIS 72 (HIGGINS ROAD) FROM LOT 1, AS SHOWN HEREON. 2. THERE SHALL BE NO VEHICULAR ACCESS TO ILLINOIS 72 (HIGGINS ROAD)

THE APPLICANT IS ALSO REQUESTING THREE MAJOR VARIANCES:

ZONING VARIATION GRANTED \_\_\_\_\_ FOR ZONING CASE NUMBER 22-049-FPUD-FPLAT-V TO ALLOW THE FOLLOWING ZONING VARIATIONS: 1) VARIATION REQUEST FOR LOT 1 TO REDUCE THE PARKING REQUIREMENT FROM 541 SPACES TO 247 SPACES PURSUANT TO 12-9-7 OF THE ZONING ORDINANCE

SUBDIVISION VARIATION GRANTED FOR ZONING CASE NUMBER 22-049-FPUD-FPLAT-V TO ALLOW THE FOLLOWING ZONING VARIATIONS: 1) VARIATION FOR LOT 3 AND LOT 4 TO REDUCE THE 125' LOT DEPTH REQUIREMENT TO 6' PURSUANT TO 13-2-5-R OF THE SUBDIVISION REGULATIONS.

2) VARIATION FOR LOT 3 AND LOT 4 TO REMOVE THE REQUIREMENT THAT SAID LOTS SHALL FRONT UPON A DEDICATED, PUBLIC STREET PURSUANT TO 13-2-5,V OF THE SUBDIVISION REGII ATTOMS.

#### RESTRICTIVE COVENANTS AND EASEMENT FOR STORM WATER DETENTION AREA (NO HOA)

#### EASEMENT FOR STORM WATER DRAINAGE

#### EASEMENT FOR PUBLIC UTILITIES

A PERMANENT AND PERPETUAL EASEMENT IS HEREBY GRANTED TO THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS "CITY", ITS SUCCESSORS AND ASSIGNS, TO SURVEY, CONSTRUCT, RECONSTRUCT, USE, OPERATE MAINTAIN, TEST, INSPECT, REPAIR, REPLACE, ALTER, REMOVE OR ABANDON IN PLACE WATER, SANITARY SEWER AND STORM SEWER MAINS TOGETHER WITH RELATED ATTACHMENTS, EQUIPMENT AND APPURTERMANCES THERETO, IN, UPON, UNDER, ALONG AND ACROSS THE AFEAS DESIGNATED "EASEMENT FOR PUBLIC TOWN, AND ACROSS THE AFEAS DESIGNATED "EASEMENT FOR PUBLIC ON THIS PLAT OR ANY PART THEEDER HEREBY RESERVE THE RIGHT TO USE THE AFEAS DESIGNATED "EASEMENT FOR PUBLIC UTILITIES" AND THE ADJACENT PROPERTY IN ANY MANNER THAT WILL NOT PREVENT OR INTERFER WITH THE EXERCISE BY THE CITY OF THE RIGHTS HEREBY GRANTED, PROVIDED, HOWEVER, THAT THE OWNERS SHALL NOT IN ANY MANNER THAT USE, DAMAGE, DESTROY, NUMBER, BASTROY, THE WAS ASSESSED THE PROPERTY OF THE RESERVE THE EXERCISE OF THE STRUCTURE. OBSTRUCT OF PERMIT TO BE OBSTRUCTED THE ESEMENT FOR PUBLIC UTILITIES" AT ANY TIME WHATSOEVER ITHOUGH THE AY SOUTH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE

SEE DECLARATION OF COVENANTS, CONDITION SAND RESTRICTIONS TO BE RECORDED AS PART OF THIS DEVELOPMENT.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) SS

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS. GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_

C. BRIAN LOUNSBURY, I.P.L.S. No. 035-2841 LICENSE EXPIRES: 11-30-2024

AFTER RECORDING RETURN TO: SEND TAX BILLS TO: PURPOSES ONLY

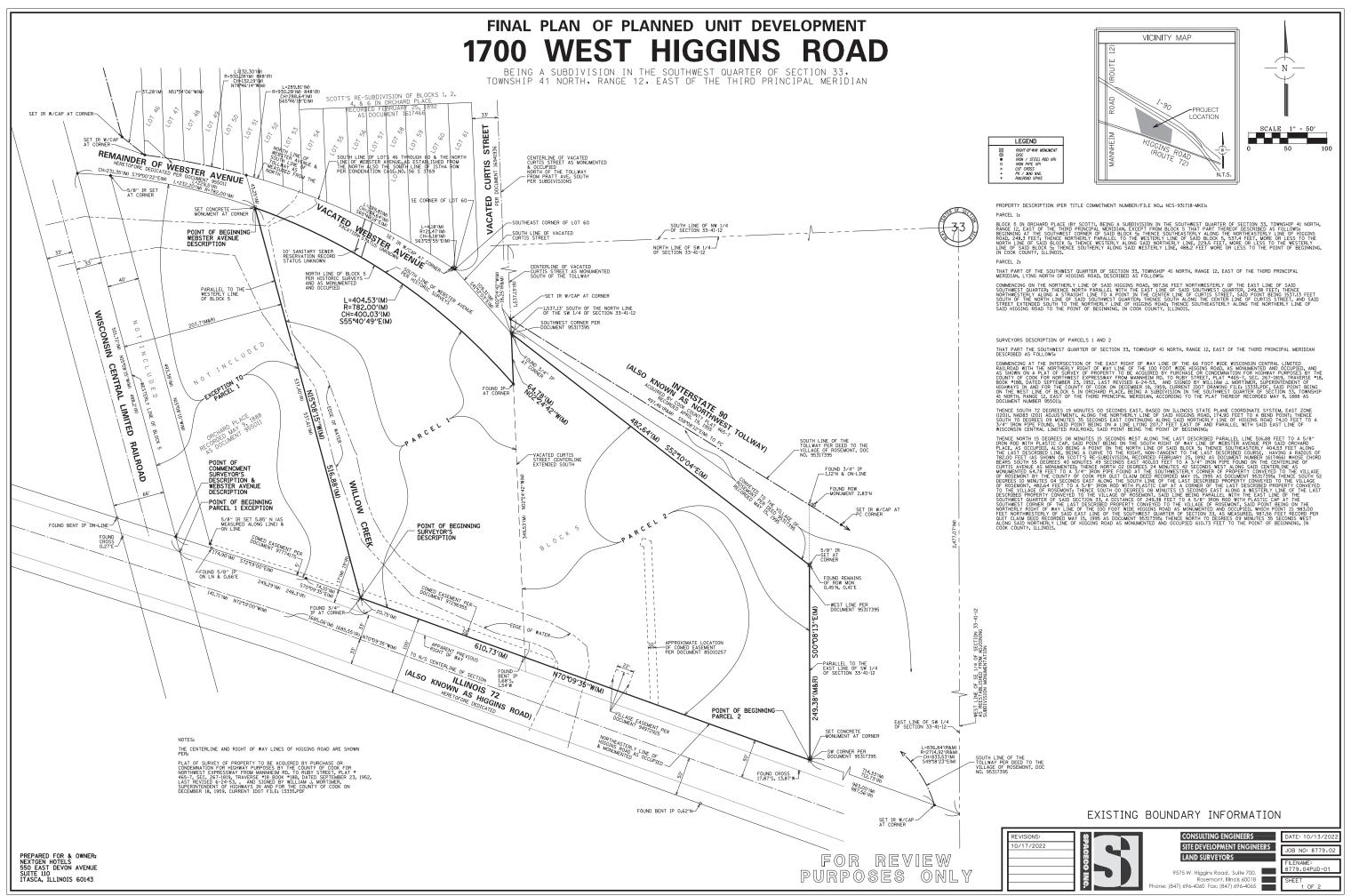
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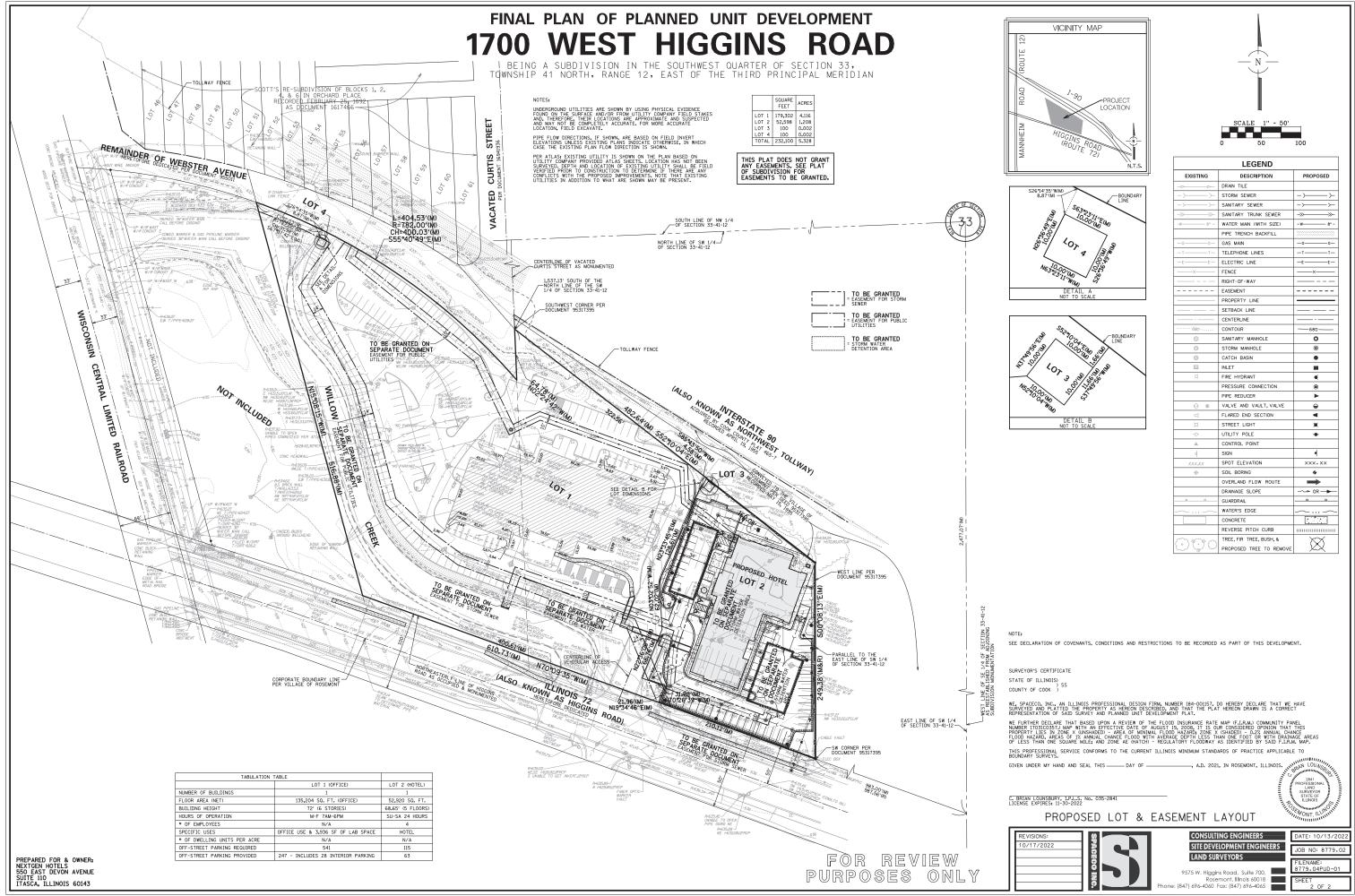


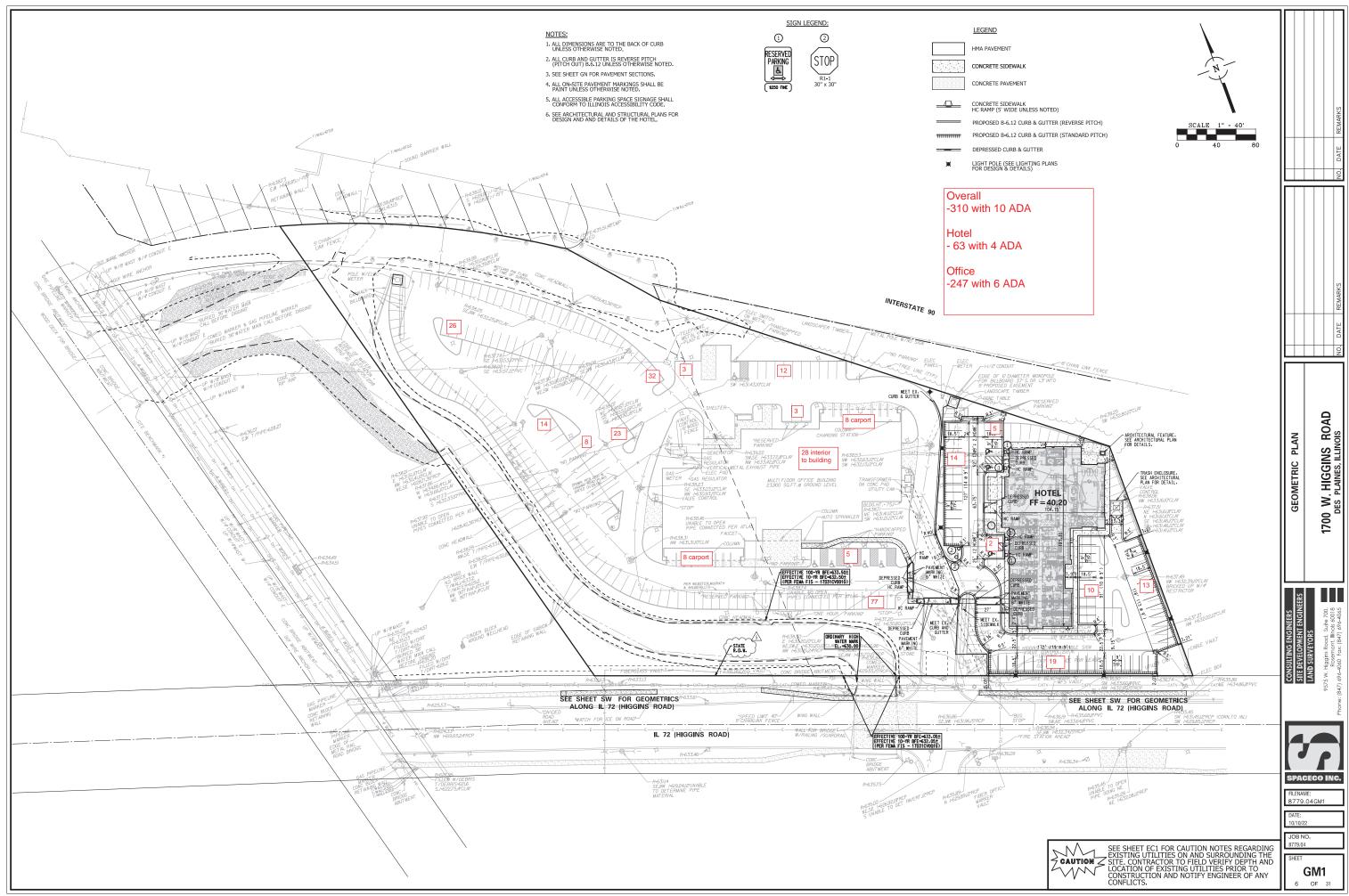
CONSULTING ENGINEERS SITE DEVELOPMENT ENGINEERS LAND SURVEYORS

9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 ne: (847) 696-4060 Fax: (847) 696-4065

JOB NO: 8779.02









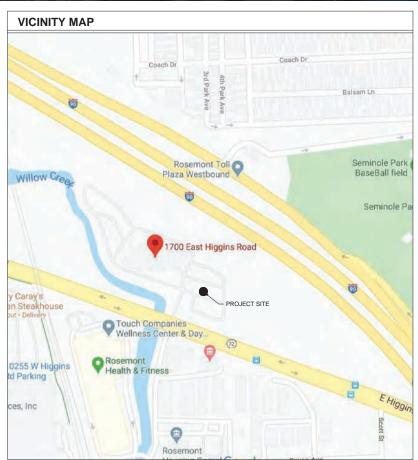
**1700 E HIGGINS ROAD DES PLAINES IL,60018** 



# **GUEST UNIT AREAS & PARKING INDEX** LEVEL 2 12,498 SF LEVEL 3 12,498 SF 12 498 SF 12,498 SF LEVEL 4

GUES	T UN	IIT N	//ATR	IX							
			G	GUEST UNIT	MATRIX - HON	ME 2 SUITES	, CHICAGO				
		1	KING	QUEEN						QUEEN QUEEN	
				QUEEN ON	E BEDROOM		QUEEN STUDIO				
	FLOOR AREA (SF)	KING STUDIO	KING STUDIO CONNECTING	QUEEN ONE BEDROOM	QUEEN ONE BEDROOM- M.F	QUEEN STUDIO	QUEEN STUDIO CONNECTING	QUEEN STUDIO- M.F R.I.S	QUEEN STUDIO- M.F&C.F R.I.S	QUEEN QUEEN STUDIO	TOTAL
LEVEL 1	14,768SF	2	1	1	1 con.	4	2	0	0	0	11
LEVEL 2	12,498 SF	3	0	1	1	9	1	0	1	8	24
LEVEL 3	12,498 SF	3	0	1	1	9	1	0	1	8	24
LEVEL 4	12,498 SF	3	0	1	1	9	1	1	0	8	24
LEVEL 5	12,498 SF	3	0	1	1	9	1	1	0	8	24
SUBTOTAL		15	1	5	5	39	7	2	2	32	
TOTAL	64,760 SF	14	1	1	0	50 32					107
PERCENTAG	ES	13%	1%	9	1%		47	*%		30%	100%

[	GUEST ACCESSIBILITY & CONNECTING UNIT I	MATRIX - HOME:	2 SUITS ,IL	
İ	TOTAL NUMBER OF GUEST UNITS: 107	UNITS		
		UNITS PROVIDED	UNITS PROVIDED	CODE REFERENCE
	MOBILITY FEATURES (M.F.) & COMMUNICATION FEATURES (C.F.) ROOM #: 201, 301	2	2	t.224.2(ADA2010)
	MOBILITY FEATURES(M.F.) W/ROLL-IN SHOWER (R-I-S) ROOM #: 401, 501	2	2	
	MOBILITY FEATURES(M.F.) ROOM #: 120,220,320,420,520	5	5	
Ī	TOTAL MOBILITY FEATURES	9	9	
	COMMUNICATION FEATURES (C.F) ROOM #: 119,124,127,201,212,214,231,301,312,331.419,421	12	12	t.224.2(ADA2010)
	CONNECTING ROOMS 121&123,120(M.F)&122,201(M.F)&203,301(M.F.)&303,401(m.F)&403, 501(M.F)&503	12	12	HILTON HOME 2 BRAND STANDARDS S.2510(10%)



MATERIA	LS LEGEND	ABBREVIATIONS:
CONCRETE MASONRY UN  INSULATION (BATT.LOOS OR FRICTION (RIGID)  (RIGID)	PLYWOOD OR	TCNA - TILE COUNCIL OF NORTH AMERICA HADG - HILTON ACCESSIBILITY DESIGN GUIDE M.F. MOBILITY FEATURES C.F COMMUNICATION FEATURES
SYMBOLS	LEGEND	
24	- NOTE TAG REFERENCING	(D-1) - DOOR NUMBER
	GENERAL NOTES PER EACH DRAWING	A 8'-0" AFF - FLOOR/CEILING ROOF TYPE AND ELEVATION
3 A-4.1	- ELEVATION MARK	W2 WALL TYPE
		W3 - WINDOW TYPE
4 A-6.1	- ENLARGED PLAN DETAIL MARK	960" - ELEVATION MARKER
\(\\)		x - CENTERLINE OF COLUMN
1	- SECTION MARK	- FACE OF STUD/ CONCRETE/ MASONRY
A-5.1	'SIM' - SIMILAR '0PP' - OPPOSITE HAND	- REQUIRED ACCESSIBLE CLEAR FLOOR SPACE
204	- ROOM NUMBER	

#### **GENERAL NOTES**

1. THE "WORK" SHALL CONSIST OF ALL DRAWINGS, GRAPHIC REPRESENTATIONS OF THE WORK AND THE PROJECT

PECIFICATIONS. REPORT ANY DEVIATION OR DISCREPANCIES TO ARCHITECT PRIOR TO START OF "WORK". CONTRACTOR TO VERIFY BUILDING CONSTRUCTION TO CONFORM TO ALL PREVAILING CODES & ORDINANCES (NATIONAL, STATE

& LOCAL). ANY DISCREPANCIES SHALL BE PROMPTLY REPORTED TO THE ARCHITECT. 3. ERRORS OR OMISSIONS IN ANY SCHEDULE OR DRAWING, DO NOT RELIEVE THE CONTRACTOR(S) FROM EXECUTING WORK IN THE

3. ERROR'S OR OMISSIONS IN ANY SCHEDULE OR DRAWING, DO NOT RELIEVE THE CONTRACTOR(S) FROM EXECUTING WORK IN THE DRAWINGS AND DESCRIBED IN THE SPECIFICATIONS.

4. CONTRACTOR TO BE RESPONSIBLE FOR COMPLYING WITH ALL ACCESSIBILITY REQUIREMENTS.

5. CONTRACTOR TO VERIFY ALL DIMENSIONS IN THE FIELD AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES. ALL WORK REQUIRING MEASURINGS SHALL BE DONE ACCORDING TO FIGURES ON DRAWINGS NOT SCALED FROM DRAWINGS. THE ARCHITECT WILL FURNISH ANY MISSING DIMENSIONS UPON REQUEST.

6. CONTRACTOR IS RESPONSIBLE TO OD STAIN ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION, AND SHALL PAY ALL APPLICABLE FEES.

7. SPECIFICATION PACKAGE TO BE INCLUDED ALONG WITH THE CONSTRUCTION DOCUMENTS AS PART OF THE CONTRACT DOCUMENTS AND NOT TO BE ISSUED SEPARATELY.

8. THE AUTOMATIC SPRINKLER SYSTEM SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH NFPA STANDARD 13 AT ASSEMBLY AREA AND 13R AT RESIDENTIAL AREA (AREA (AS INDICATED ON CODE DATA SHEET) & APPLICABLE NATIONAL, STATE & LOCAL CODES & GOVERNING AUTHORITIES. BUILDING SHALL BE FULLY SPRINKLERED INCLUDING CONCEALED SPACES AND SHALL BE PROVIDED WITH AN ADEQUATE AND RELIABLE WATER SUPPLY. FIRE PROTECTION SYSTEM TO BE DESIGNED BY THE FIRE PROTECTION CONTRACTOR. FIRE PROTECTION OF REVIEW AND PERMIT BEFORE START OF WORK. ALLSO, GC TO SUBMIT FIRE PROTECTION SHOP DRAWINGS. TO ARCHITECT FOR REVIEW AND PERMIT BEFORE START OF WORK. ALLSO, GC TO SUBMIT FIRE PROTECTION OF SHALL BE PINCY SUBJECT TO FREEZING SHALLS DENDETCH THE PROTECTION OR ROURSE. FREEZING SHALL BE DRY-TYPE SYSTEMS WHERE PERMITTED, AND HEAT-TRACE TAPED WHERE PROTECTION REQUIRED.

8A. THE FIRE SPRINKLER SYSTEM MUST BE ZONED HORIZONTALLY BY FLOOR IN ACCORDANCE WITH NFPA 13 AT ASSEMBLY

AREA AND 13R AT RESIDENTIAL AREA.
INSTALL SEALANT JOINT AT ALL LOCATIONS WHERE DISSIMILAR MATERIALS MEET.

9A. SEALANT AT ALL EXTERIOR JOINTS AROUND WINDOWS AND DOOR FRAMES, BETWEEN WALL CAVITIES AND WINDOW OR DOOR FRAMES, BETWEEN WALL AND FOUNDATION, BETWEEN WALL AND ROOF, BETWEEN WALL AND PANELS AND ALL

PENETRATIONS OR UTILITIES THROUGH WALLS AND ROOFS AND BETWEEN ALL DISSIMILAR MATERIALS.

10. SEALANT SHALL BE INSTALLED BETWEEN ALL DISSIMILAR SURFACES IN GUEST BATHROOMS, PUBLIC RESTROOMS & EMPLOYEE,

ETC.

10A. SEALANT SHALL BE INSTALLED

BETWEEN FLOOR OR WALL TILE & BATHTUB/SHOWER ENCLOSURE

BETWEEN WALL TILE & CEILING

CAULK COLOR TO MATCH GROUT COLOR

INSTALL CLEAR CAULK BETWEEN VANITY & WALL

11. CABINET SUPPLIER TO FIELD MEASURE AREA OF WORK AFTER ROUGH FRAMING, TO ASSURE AN EXACT FIT. THE CABINETS

SHALL MATCH PLANS (NOTHEY ARCHITECT OF ANY DISCREPANCIES).

12. GENERAL CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND FOLLOWING ALLCURRENT FRANCHISE STANDARDS AND CODES.

REPORT ANY DISCREPANCIES BETWEEN THESE DRAWINGS AND FRANCHISE STANDARDS TO ARCHITECT FOR CLARIFICATIONS. NO ADDITIONAL COST WILL BE APPROVED DUE TO FAILURE OF GC TO OBTAIN CLARIFICATION PRIOR TO SIGNING OF CONSTRUCTION CONTRACT.

13. ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY CONTRACTOR OR OWNER DRIVEN CHANGES OR DEVIATIONS TO CONSTRUCTION DRAWINGS. ALL REVISIONS, VALUE ENGINEERING ITEMS & CLARIFICATIONS TO BE APPROVED BY ARCHITECT PRIOR TO START OF CONSTRUCTION.

14. REMOVE RUBBISH FROM PREMISES AS OFTEN AS NECESSARY OR AS DIRECTED.

14. REMOVE RUBBISH FROM PREMISES AS OFTEN AS NECESSARY OR AS DIRECTED.

15. NOT USED

16. GEOTECHNICAL REPORT PREPARED BY CONTOUR ENGINEERING, LLC PROJECT NO. G16ING04, CONTOUR'S PROPOSAL NUMBER G16ING-040, DATED COTOBER 26, 2016, IS A PART OF THE CONSTRUCTION DOCUMENTS. GC IS RESPONSIBLE FOR COORDINATING BETWEEN THE GUIDELINES & RECOMMENDATIONS PROVIDED IN THE GEOTECHNICAL REPORT & OTHER DISCIPLINES.

17. ALL WORK AND EQUIPMENT TO BE FULLY GUARANTEED FOR ONE (1) YEAR FROM THE DATE OF CHER DISCIPLINES.

18. STORE MATERIALS IN SECURE, DRY ENVIRONMENTED FOR ONE (1) YEAR FROM THE DATE OF CRETIFICATE OF OCCUPANCY AND ACCEPTANCE FROM ALL SUBCONTRACTORS AND MATERIAL SUPPLIERS. (O.N.O.)

18. STORE MATERIALS IN SECURE, DRY ENVIRONMENT.

19. SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT AND/OR OWNER FOR APPROVAL PRIOR TO ORDERING AND INSTALLATION OF ANY EQUIPMENT. TOP FILES OF SHOP DWGS. REVIEWED WITH COMMENTS IN GREEN INK, SIGNED AND STAMPED BY G.C. ON SHOP DWGS. (NOT SEPARATE COVER LETTER) SHALL BE SUBMITTED. SUBMITTALS NOT REVIEWED, SIGNED AND STAMPED BY G.C. WILL BE REJECTED AND NOT REVIEWED

THE FOLLOWING IS A MIN. LIST OF DEFERRED SUBMITTALS TO BE PROVIDED TO THE CITY ONCE REVIEWED BY ARCHIENGINEERS OF RECORD. CONFIRM WITH CITY ADDITIONAL SUBMITTALS TO BE PROVIDED:

1. FIRE ALARM AND DETECTION SYSTEM DWGS.

2. POOL PERMIT DWGS TO BE SUBMITTED BY POOL CONTRACTOR.

20. DRAFT STOPPING TO BE PROVIDED TO FORM EFFECTIVE FIRE BARRIERS BETWEEN STORIES AND BETWEEN A STORY AND ROOF SPACE. FIRE STOPPS SHALL BE LOCATED IN CENTERIOR AND INTERIOR WALLS, PARTITIONS AT CEILING AND FLOOR CHEVEL AS

ROOF SPACE, FIRE STOPS SHALL BE LOCATED IN EXTERIOR AND INTERIOR WALLS, PARTITIONS AT CEILING AND FLOOR LEVEL AS

#### **CONSTRUCTION NOTES**

STRUCTURAL AND FIRE RESISTIVE INTEGRITY IS TO BE MAINTAINED AT ALL PENETRATIONS INCLUDING ELECTRICAL MECHANICAL, AND PLUMBING, IN ACCORDANCE WITH THE REQUIREMENTS OF GOVERNING CODES AND AUTHORITIES.
 2. DRYWALL INSTALLATION SHALL BE IN CONFORMANCE WITH THE GYPSUM ASSOCIATION'S RECOMMENDED PRACTICE AND CERTIFIED FIRE RATING CRITERIA AS REQ. FOR THICKNESS, NAILING, TAPING AND STUD SPACING.
 3. NO FRAMING AT ANY TIME IS TO BE CONCEALED PRIOR TO INSPECTIONS BY GOVERNING AUTHORITIES.
 4. FIRE EXTINGUISHERS TO BE LOCATED PER SECT. 906 (2012 IBG) AND AS DIRECTED BY LOCAL JURISDICTION AND AUTHORITIES.
 5. REFER TO UNIT PLAN PLUMBING DRAWINGS FOR LOCATION OF PLUMBING WALLS. REFER TO STRUCTURAL DRAWINGS FOR INITIAL DRAWINGS FOR LOCATION OF PLUMBING WALLS. REFER TO STRUCTURAL DRAWINGS FOR INITIAL DRAWINGS FOR LOCATION OF PLUMBING WALLS. REFER TO STRUCTURAL DRAWINGS FOR LOCATION OF PLUMBING WALLS. REFER TO STRUCTURAL DRAWINGS FOR LOCATION OF PLUMBING WALLS. REFER TO STRUCTURAL DRAWINGS FOR LOCATION OF PLUMBING WALLS. REFER TO STRUCTURAL DRAWINGS FOR LOCATION OF PLUMBING WALLS. REFER TO STRUCTURAL DRAWINGS FOR LOCATION OF PLUMBING WALLS. REFER TO STRUCTURAL DRAWINGS FOR LOCATION OF PLUMBING WALLS.

UNUSUAL OR SPECIAL FRAMING CONDITIONS.

S. WATER SERVICE SHALL NOT BE PLACED IN CONCEALED SPACES OUTSIDE OF THE CONDITIONED BUILDING ENVELOPE (PATIO FLOOR SPACES OR ATTICS).

7. SEE STRUCTURAL FOR SHEAR WALL LOCATIONS AND REQUIREMENTS.

7. SEE STRUCTURAL FOR SHEAR WALL LOCATIONS AND REQUIREMENTS.
8 PROVIDE BLOCKING SUPPORT AND REINFORCEMENT TO ACCOMMODATE ALL WALL AND CEILING MOUNTED EQUIPMENT,
FIXTURES & ACCESSORIES, INCLUDING ELEC. FEATURES & TOILET FIXTURES & GRAB BARS.
9 ALL GYPSUM BOARD EXTERIOR CONNERS SHALL HAVE CONTINUOUS BROWN BETAL CORNER BEADS FLOOR TO SOFFIT. ALL EXPOSED
GYPSUM BOARD EXTERIOR CONNERS SHALL HAVE CONTINUOUS FROM FLOOR TO CEILING.
10. ALL PENETRATIONS IN GYPSUM DRYWALL CONSTRUCTION SHALL BE SEALED TO PREVENT SOUND LEAKAGE.
11. ALL FIRE RATED SHAFTS ARE TO EXTEND TO THE UNDERSIDE OF FLOOR, ROOP DECK OR CONNERTE SLAB ABOVE, U.N.O.
12. FLOOR TOLERANCE: IN LAYING OUT AND DETAILING THE WORK TO BE COMPLETED, CONSIDERATION SHALL BE GIVEN TO
VARIATIONS IN THE FLOOR LEVELNESS RESULTING FROM CONSTRUCTION QUALITY AND LIVE AND DEAD LOADS IMPOSED ON THE
STRUCTURE. FIELD VERHIFICATIONS SHALL BE MADE OF CONDITIONS TO VERIFY CONSTRUCTION TOLERANCES. ALIGNMENT OF
DOOR HEADS AND OTHER HORIZONTAL ELEMENTS SHALL BE MAINTAINED AT A CONSTANT LEVEL AND SHALL NOT FOLLOW
VARIATIONS IN FLOOR PLANE.
13. SIZE AND LOCATION OF ALL FLOOR OPENINGS TO BE VERIFIED WITH TRADE AFFECTED BEFORE WORK.PATCH AND SEAL ALL
PENETRATIONS IN FLOOR TO COMPLY WITH APPLICABLE BUILDING AND/OF RIRE CODES.
14. PROVIDE ACCESS PANELS ABOVE SUSP. CEILING TILE WHERE POSSIBLE.
15. COORDINATE LOCATION, CONSTRUCTION, AND DETAIL OF LOAD BEARING WALLS AND SHAFT DIMENSIONS/LOCATION BEFORE
START OF WORK.

START OF WORK. 16. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PAINT ALL SURFACES WHICH REQUIRE PROTECTION FROM THE ELEMENTS WITH

THE APPROPRIATE PAINT INCLUDING NECESSARY PRIMER COATS AND BACK PRIMING WHERE NECESSARY 17. GENERAL CONTRACTOR SHALL DRY-IN & CONDITION BUILDING PRIOR TO INSTALLING FINISHES.

#### **LIFE SAFETY NOTES**

. FIRE WALLS, FIRE BARRIERS, FIRE PARTITIONS, AND SMOKE PARTITIONS OR ANY OTHER WALL REQUIRED T 4 MAY PROTECTED OPENMOS OR PENETRATIONS SHALL BE EFFECTIVELY AND PERMANENTLY DENTIFIED WITH SMOK OF STENICLES SLICH DENTIFICATION SHALL DEOR-CEILING OF ATTICS PACCES BY THE REPEATED AT INTERVALS NOT EXCEEDING 30 FEET MEASURED HORIZONTALLY ALONG THE WALL OR PARTITION.

2. EVERY ROOM OR SPACE THAT IS AN ASSEMBLY OCCUPANCY SHALL HAVE THE OCCUPANT LOAD OF THE ROOM OR SPACE POSTED IN A CONSPICUOUS PLACE. NEAR THE MAIN EXIT OR EXIT ACCESS DOORWAY FROM THE ROOM OR SPACE. POSTED SIGNS SHALL BE OF AN APPROVED PERMANENT DESIGN AND BE MAINTAINED BY THE OWNER OR AUTHORIZED AGENT.

4. ALL DECORATIVE MATERIALS SHALL BE OF NON-COMBUSTIBLE OR APPROVED FLAME RETARDANT TREATED MATERIALS. CCR TITLE 19 SECTION 3.08.

MAGNETIC DOOR HOLDER DEVICES SHALL BE INCLUDED AS PART OF THE FIRE ALARM PLAN SUBMITTAL AND SHALL RELEASE UPON ACTIVATION OF THE FIRE ALARM SYSTEM.

9. VERIFY LOCK BOX LOCATION AND CRITERIA WITH AHJ

# PROJECT TEAM

MEP ENGINEER MEP GREEN DESIGN & BUILD 17047 El Camino Real, Suite 211, Houston, TX 77058 O: 281.786.1195 M: 360.878.3994

STRUCTURAL ENGINEER ASE Engineering Services, Inc. 10244 E Colonial DR, Suite 202, Orlando, Florida 32817 O: 407.677.5565 F: 407.730.2999

CONTRACTOR

J.G. T-1



3225 Shallowford Rd., Suite 920 Marietta, GA 30062 O: 678,404,8456 WWW.ORIGINATIONDESIGN.COM

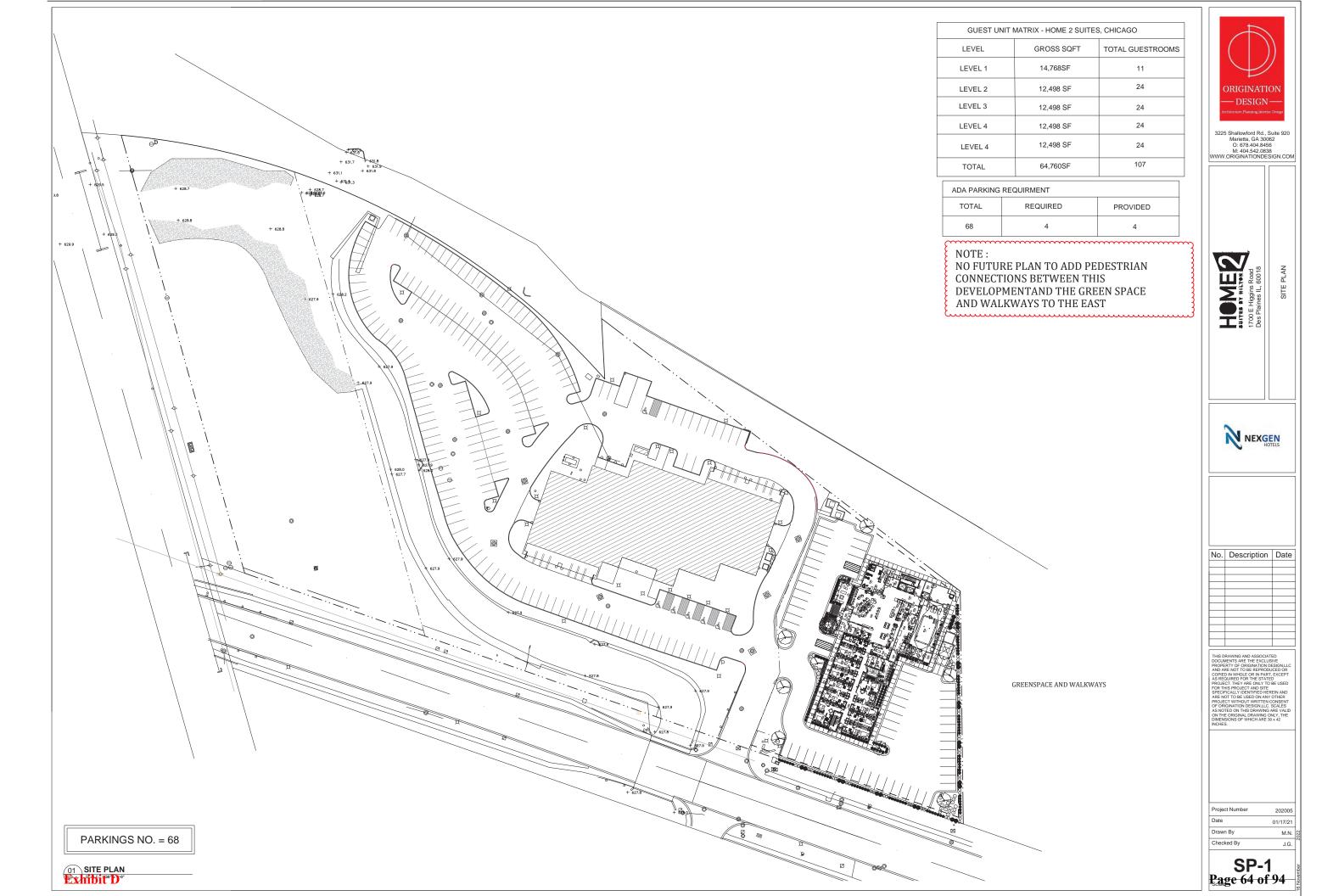


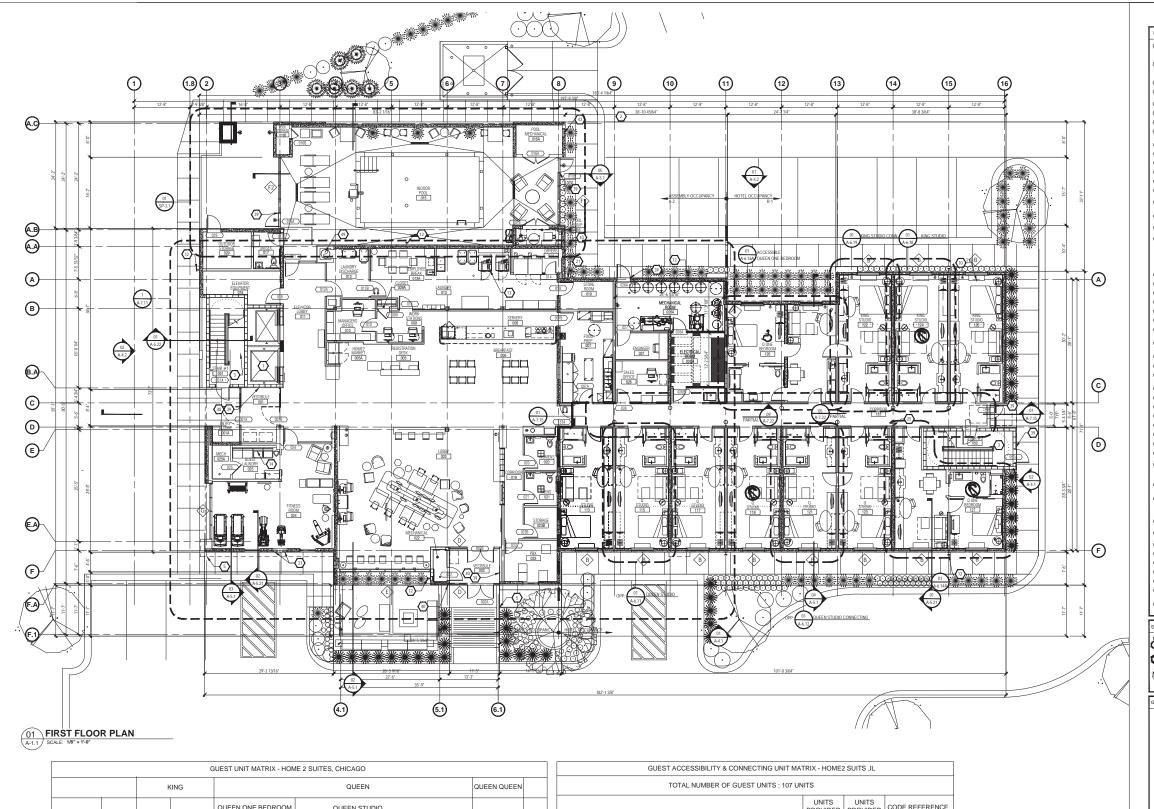


No.	Description	Date
_		

01/17/21 Drawn By M.N.

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	GUEST UNIT MATRIX - HOME 2 SUITES, CHICAGO										
		ŀ	KING		QUEEN QUEEN QUEEN						
				QUEEN ON	IE BEDROOM		QUEEN STUDIO				
	FLOOR AREA (SF)	KING STUDIO	KING STUDIO CONNECTING	QUEEN ONE BEDROOM	QUEEN ONE BEDROOM- M.F	QUEEN STUDIO	QUEEN STUDIO CONNECTING	QUEEN STUDIO- M.F R.I.S	QUEEN STUDIO- M.F&C.F R.I.S	QUEEN QUEEN STUDIO	TOTAL
LEVEL 1	14,768SF	2	1	1	1 con.	4	2	0	0	0	11
LEVEL 2	12,498 SF	3	0	1	1	9	1	0	1	8	24
LEVEL 3	12,498 SF	3	0	1	1	9	1	0	1	8	24
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SUBTOTAL		15	1	5	5	39	7	2	2	32	
TOTAL	64,760 SF	14	1	1	0		50	)		32	107
PERCENTAG	ES	13%	1%		9%		47	<b>"</b> %		30%	100%

GUEST ACCESSIBILITY & CONNECTING UNIT M	ATRIX - HOME:	2 SUITS ,IL	
TOTAL NUMBER OF GUEST UNITS : 107 U	INITS		
	UNITS PROVIDED	UNITS PROVIDED	CODE REFERENCE
MOBILITY FEATURES(M.F.) & COMMUNICATION FEATURES (C.F.) ROOM # : 201 , 301	2	2	t.224.2(ADA2010)
MOBILITY FEATURES(M.F.) W/ROLL-IN SHOWER (R-I-S) ROOM #: 401, 501	2	2	
MOBILITY FEATURES(M.F.) ROOM # : 120,220,320,420,520	5	5	
TOTAL MOBILITY FEATURES	9	9	
COMMUNICATION FEATURES (C.F) ROOM #: 119,124,127,201,212,214,231,301,312,331.419,421	12	12	t.224.2(ADA2010)
CONNECTING ROOMS 121&123,120(M.F)&122,201(M.F)&203,301(M.F.)&303,401(m.F)&403, 501(M.F)&503	12	12	HILTON HOME 2 BRAND STANDARD S.2510(10%)

# ENERAL NOTES THIS SHEET:

0 2' & &



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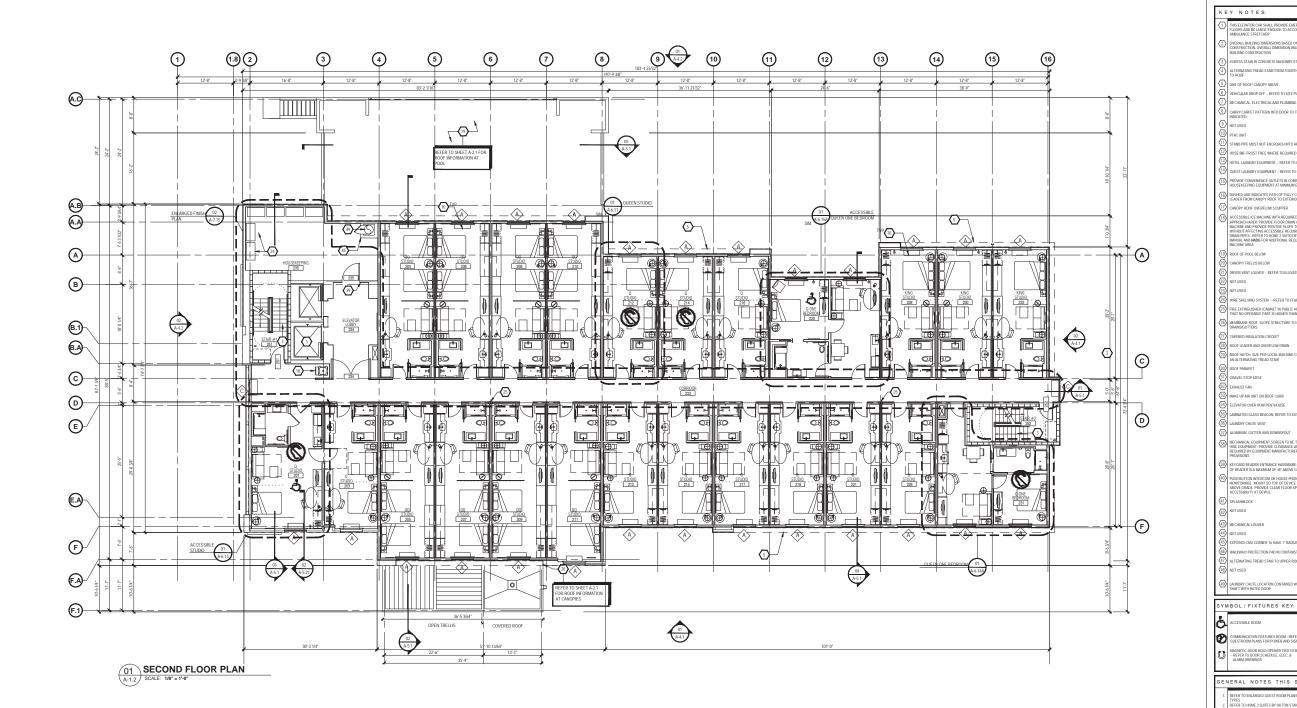
NEXGEN HOTELS

No. Description Date

202005 01/17/21 Drawn By A.S. J.G.

A-1.1 **Page 65 of 94** 

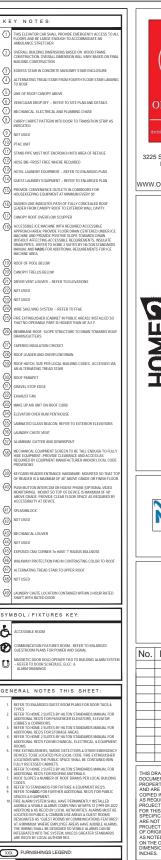
**Exhibit D** 



GUEST UNIT MATRIX - HOME 2 SUITES, CHICAGO												
		ŀ	KING		QUEEN QL							
				QUEEN ON	E BEDROOM		QUEEN STUDIO					
	FLOOR AREA (SF)	KING STUDIO	KING STUDIO CONNECTING	QUEEN ONE BEDROOM	QUEEN ONE BEDROOM- M.F	QUEEN STUDIO	QUEEN STUDIO CONNECTING	QUEEN STUDIO- M.F R.I.S	QUEEN STUDIO- M.F&C.F R.I.S	QUEEN QUEEN STUDIO	TOTAL	
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Exhibit D

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36 LAUNDRY CHUTE VENT

ORIGINATION

3225 Shallowford Rd., Suite 920 Marietta, GA 30062 O: 678.404.8456 M: 404.542.0838 WWW.ORIGINATIONDESIGN.COM

HOME surres ry mitten 1700 E Higgins Road Des Plaines IL, 60018

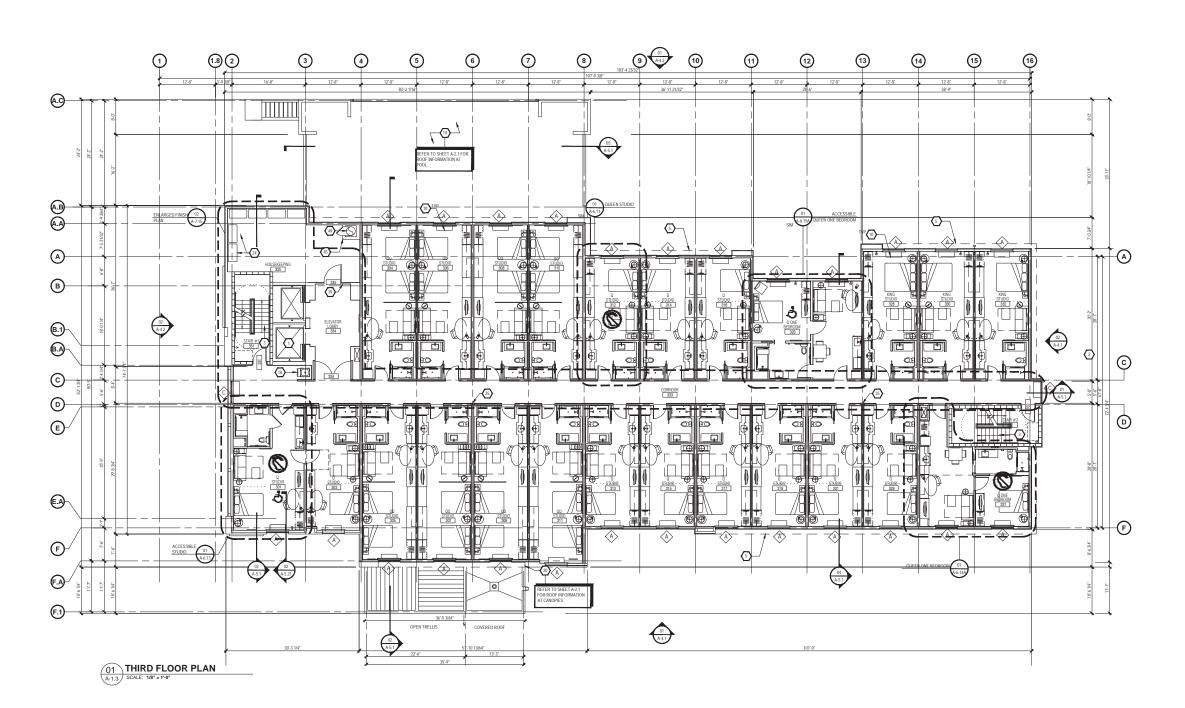
NEXGEN HOTELS

No. Description Date

FINISH LE

ect Number	202005
	01/17/21
vn By	M.N.

A-1.2 **Page 66 of 94** 



GUEST UNIT MATRIX - HOME 2 SUITES, CHICAGO													
		ŀ	KING		QUEEN								
				QUEEN ON	QUEEN ONE BEDROOM QUEEN STUDIO								
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HOTEL LAUNDRY EQUIPMENT -- REFER TO ENLARGED PLA

19) BOOE OF POOL BELOW

31 GRAVEL STOP EDGE

(34) ELEVATOR OVER RUN/PENTHOUSE

37 ALUMINUM GUTTER AND DOWNSPOR

SYMBOL / FIXTURES KEY:

6 LAUNDRY CHUTE VENT

(32) EXHAUST FAN

NOT USED

HOME 1700 E Higgins Road Des Plaines IL, 60018 THIRD FLOOR PLAN

NEXGEN HOTELS

No. Description Date

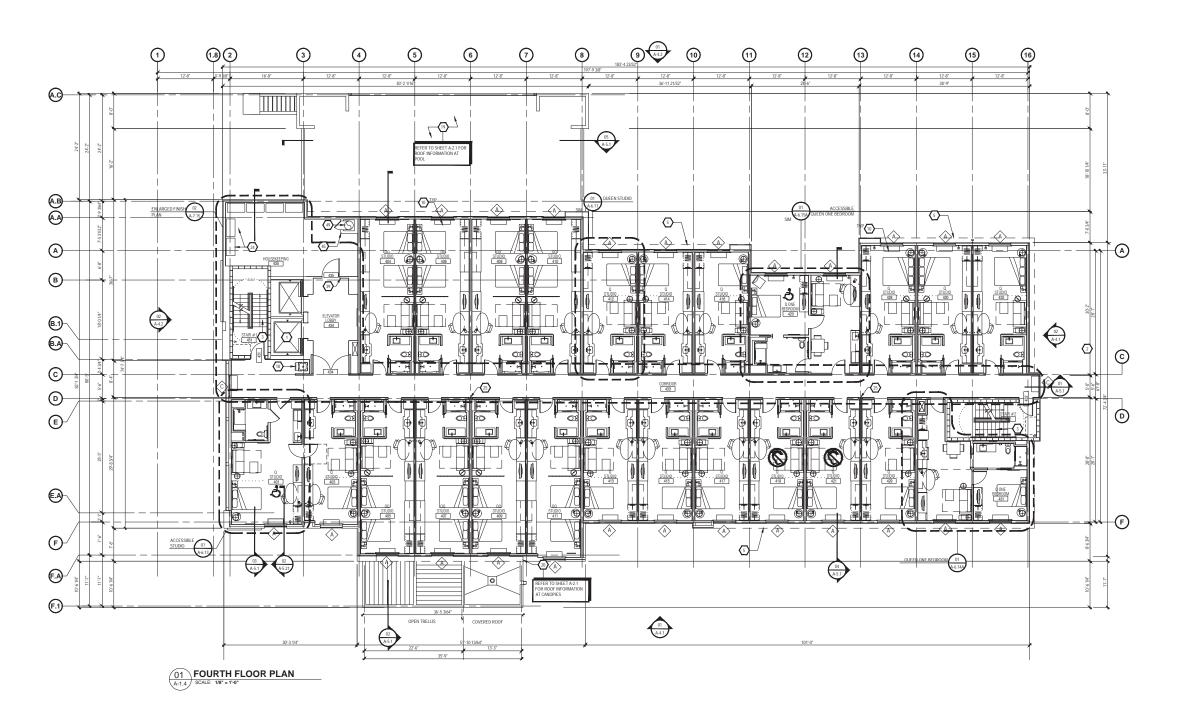
THIS DRAWING AND ASSOCIATED DOQUMENTS ARE THE EXCLUSIVE PROPERTY OF ORIGINATION DESIGN AND ARE NOT OF BERFORDED COPIED NUMBER OF THE STATED PROJECT THEY ARE ONLY TO BE USED OR THIS PROJECT THEY ARE ONLY TO BE USED AND AND THE NAME OF THE ORIGINAL OF THE ORIGINAL OR STATED AS OF THE ORIGINAL OR AND THE ORIGINA

VINYL BASE VINYL FLOORING
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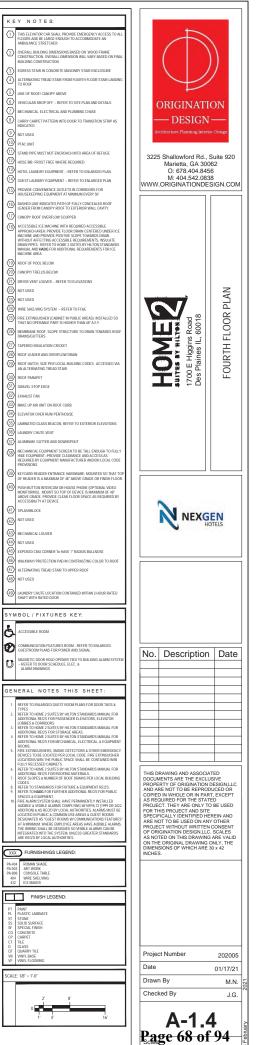
Project Number	2020
Date	01/17/
Drawn By	M.
Checked By	J.

A-1.3
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	GUEST UNIT MATRIX - HOME 2 SUITES, CHICAGO											
			ŀ	KING				QUEEN			QUEEN QUEEN	
					QUEEN ON	IE BEDROOM		QUEEN STUDIO				
		FLOOR AREA (SF)	KING STUDIO	KING STUDIO CONNECTING	QUEEN ONE BEDROOM	QUEEN ONE BEDROOM- M.F	QUEEN STUDIO	QUEEN STUDIO CONNECTING	QUEEN STUDIO- M.F R.I.S	QUEEN STUDIO- M.F&C.F R.I.S	QUEEN QUEEN STUDIO	тота
	LEVEL 1	14,768SF	2	1	1	1 con.	4	2	0	0	0	11
	LEVEL 2	12,498 SF	3	0	1	1	9	1	0	1	8	24
	LEVEL 3	12,498 SF	3	0	1	1	9	1	0	1	8	24
	LEVEL 4	12,498 SF	3	0	1	1	9	1	1	0	8	24
	LEVEL 5	12,498 SF	3	0	1	1	9	1	1	0	8	24
	SUBTOTAL		15	1	5	5	39	7	2	2	32	
	TOTAL	64,760 SF	14	1	1	0		50			32	107
	PERCENTAGI	ES	13%	1%	9	9%		47	%		30%	1009
hit	oit D						1					

GUEST ACCESSIBILITY & CONNECTING UNIT M.	ATRIX - HOME	2 SUITS ,IL	
TOTAL NUMBER OF GUEST UNITS : 107 L	INITS		
	UNITS PROVIDED	UNITS PROVIDED	CODE REFERENCE
MOBILITY FEATURES(M.F.) & COMMUNICATION FEATURES (C.F.) ROOM # : 201 , 301	2	2	t.224.2(ADA2010)
MOBILITY FEATURES(M.F.) W/ROLL-IN SHOWER (R-I-S) ROOM # : 401 , 501	2	2	
MOBILITY FEATURES(M.F.) ROOM # : 120,220,320,420,520	5	5	
TOTAL MOBILITY FEATURES	9	9	
COMMUNICATION FEATURES (C.F) ROOM #: 119,124,127,201,212,214,231,301,312,331.419,421	12	12	t.224.2(ADA2010)
CONNECTING ROOMS 121&123,120(M.F)&122,201(M.F)&203,301(M.F.)&303,401(m.F)&403, 501(M.F)&503	12	12	HILTON HOME 2 BRAND STANDARDS S.2510(10%)



19) RODE DE POOL BELOW

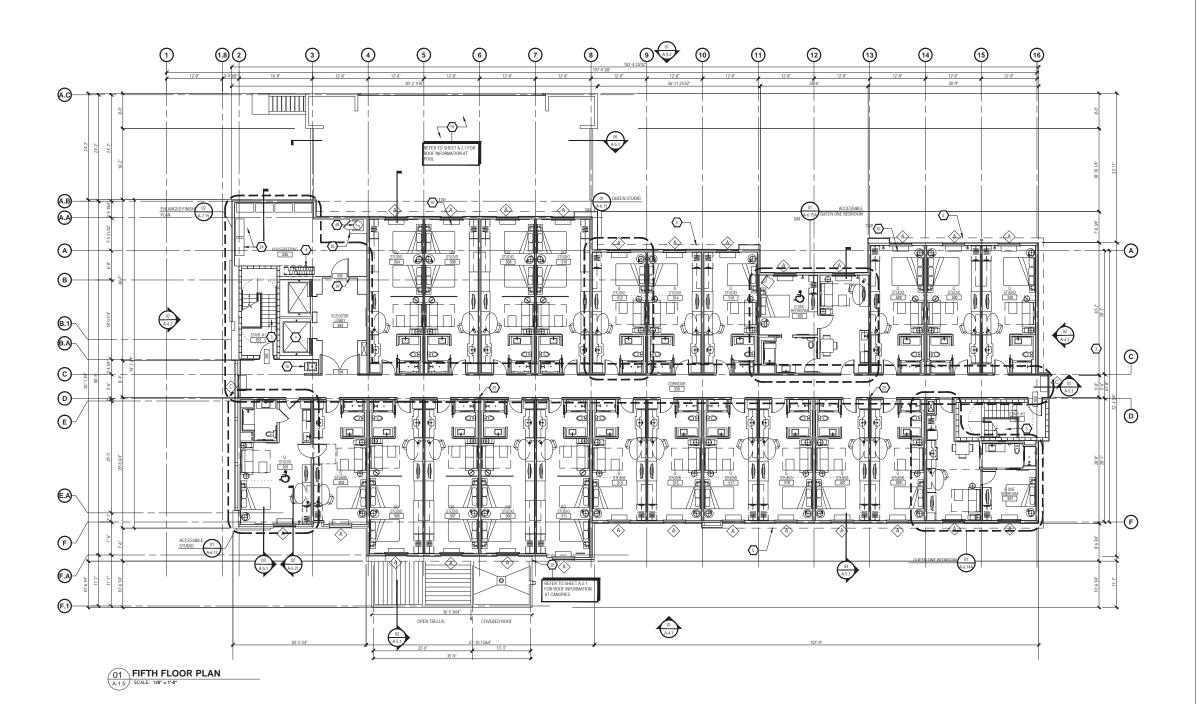
31) GRAVEL STOP EDGE (32) EXHAUST FAN

36 LAUNDRY CHUTE VENT

42 NOT USED

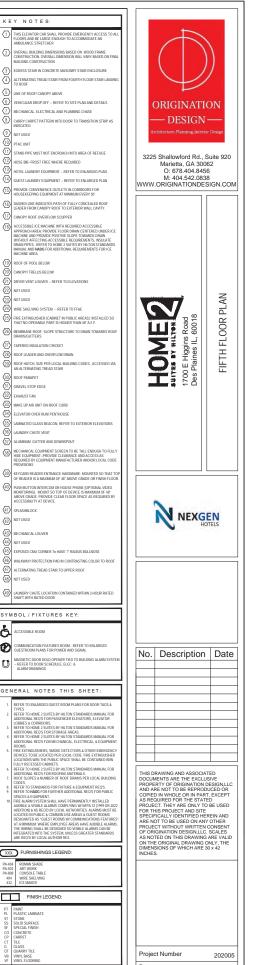
FINISH LEG

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GUEST UNIT MATRIX - HOME 2 SUITES, CHICAGO											
		ŀ	KING		QUEEN						
				QUEEN ON	E BEDROOM		QUEEN STUDIO				
	FLOOR AREA (SF)	KING STUDIO	KING STUDIO CONNECTING	QUEEN ONE BEDROOM	QUEEN ONE BEDROOM- M.F	QUEEN STUDIO	QUEEN STUDIO CONNECTING	QUEEN STUDIO- M.F R.I.S	QUEEN STUDIO- M.F&C.F R.I.S	QUEEN QUEEN STUDIO	TOTA
LEVEL 1	14,768SF	2	1	1	1 con.	4	2	0	0	0	11
LEVEL 2	12,498 SF	3	0	1	1	9	1	0	1	8	24
LEVEL 3	12,498 SF	3	0	1	1	9	1	0	1	8	24
LEVEL 4	12,498 SF	3	0	1	1	9	1	1	0	8	24
LEVEL 5	12,498 SF	3	0	1	1	9	1	1	0	8	24
SUBTOTAL		15	1	5	5	39	7	2	2	32	
TOTAL	64,760 SF	14	1	1	0		50	)		32	107
PERCENTAGE	ES	13%	1%	9	9%		47	%		30%	1009

GUEST ACCESSIBILITY & CONNECTING UNIT MA	ATRIX - HOME	2 SUITS ,IL								
TOTAL NUMBER OF GUEST UNITS: 107 UNITS										
	UNITS PROVIDED	UNITS PROVIDED	CODE REFERENCE							
MOBILITY FEATURES(M.F.) & COMMUNICATION FEATURES (C.F.) ROOM # : 201 , 301	2	2	t.224.2(ADA2010)							
MOBILITY FEATURES(M.F.) W/ROLL-IN SHOWER (R-I-S) ROOM # : 401 , 501	2	2								
MOBILITY FEATURES(M.F.) ROOM # : 120,220,320,420,520	5	5								
TOTAL MOBILITY FEATURES	9	9								
COMMUNICATION FEATURES (C.F) ROOM #: 119,124,127,201,212,214,231,301,312,331.419,421	12	12	t.224.2(ADA2010)							
CONNECTING ROOMS 121&123,120(M.F)&122,201(M.F)&203,301(M.F.)&303,401(m.F)&403, 501(M.F)&503	12	12	HILTON HOME 2 BRAND STANDARDS S.2510(10%)							



19) RODE DE POOL BELOW

28) ROOF LEADER AND OVERFLOW DRAIN

(34) ELEVATOR OVER RUN/PENTHOUSE

37 ALUMINUM GUTTER AND DOWNSPOU

SYMBOL / FIXTURES KEY:

36 LAUNDRY CHUTE VENT

42 NOT USED

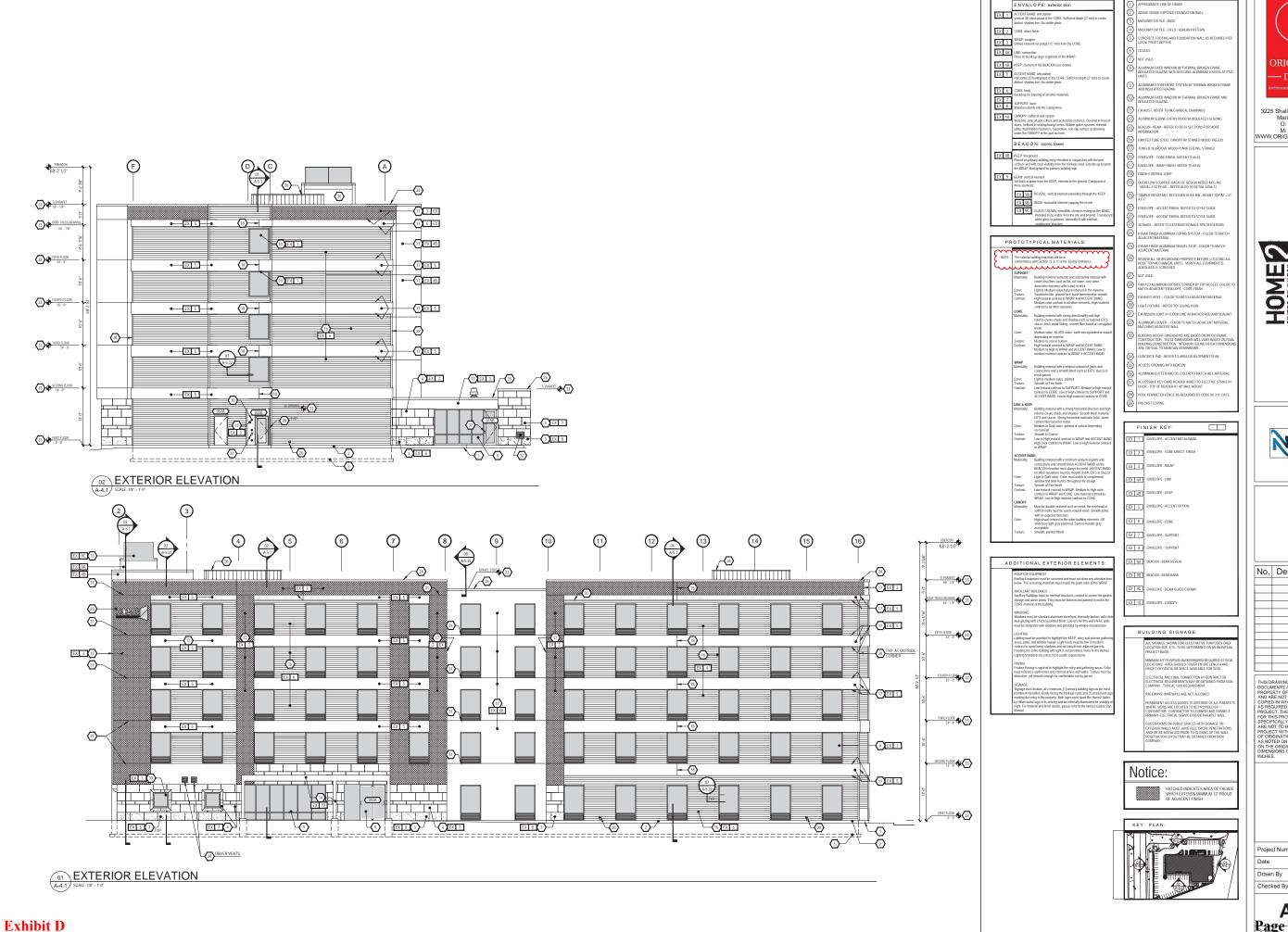
31) GRAVEL STOP EDGE (32) EXHAUST FAN

0

FINISH LEG

01/17/21 Drawn By Checked By J.G.

A-1.5 Page 69 of 94



DRIGINATION

3225 Shallowford Rd., Suite 920 Marietta, GA 30062 O: 678.404.8456 M: 404.542.0838 WWW.ORIGINATIONDESIGN.CON

HOWE BUTES TO MILTON 1700 E Higgins Road Des Plaines IL, 60018

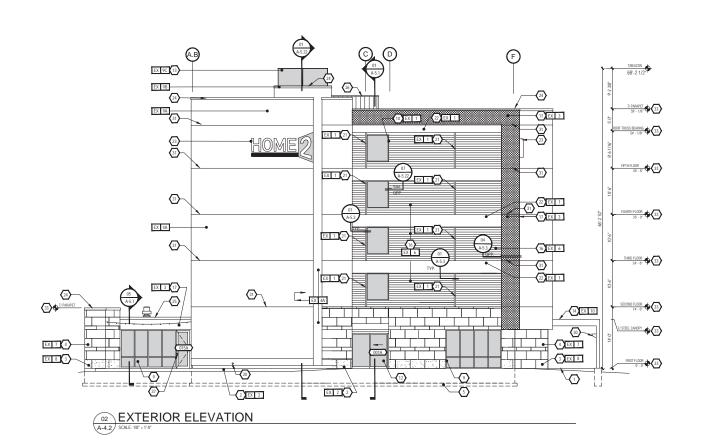
EXTERIOR ELEVATIONS

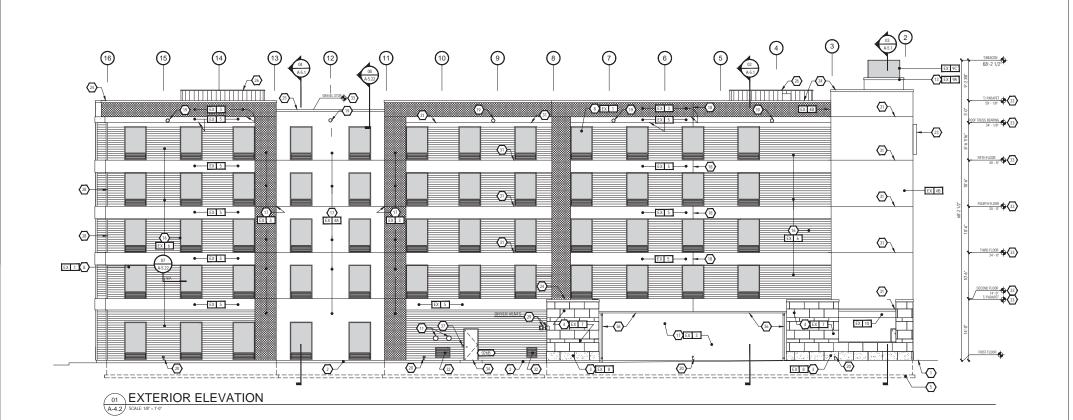
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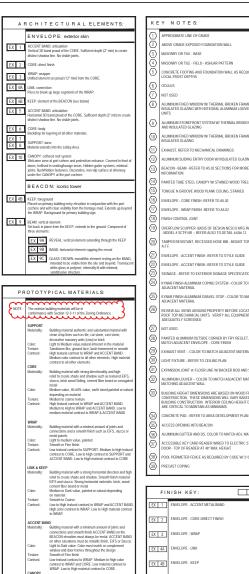
No. Description Date

202005 01/17/21 M.N. J.G.

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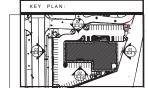






# Notice:







3225 Shallowford Rd., Suite 920 Marietta, GA 30062
O: 678.404.8456
M: 404.542.0838
WWW.ORIGINATIONDESIGN.COM

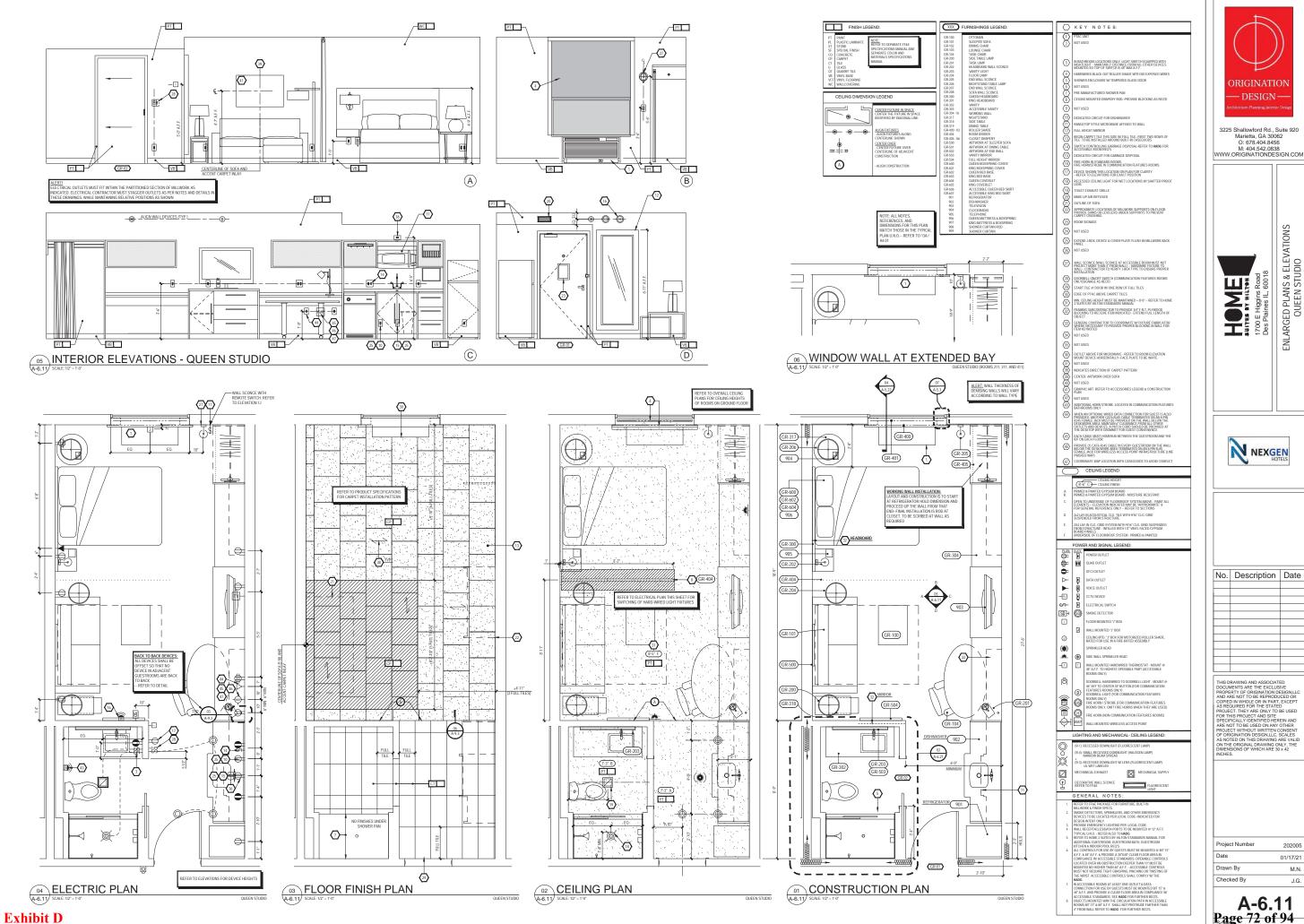
HOWE BUTES TO MILTON 1700 E Higgins Road Des Plaines IL, 60018

NEXGEN HOTELS

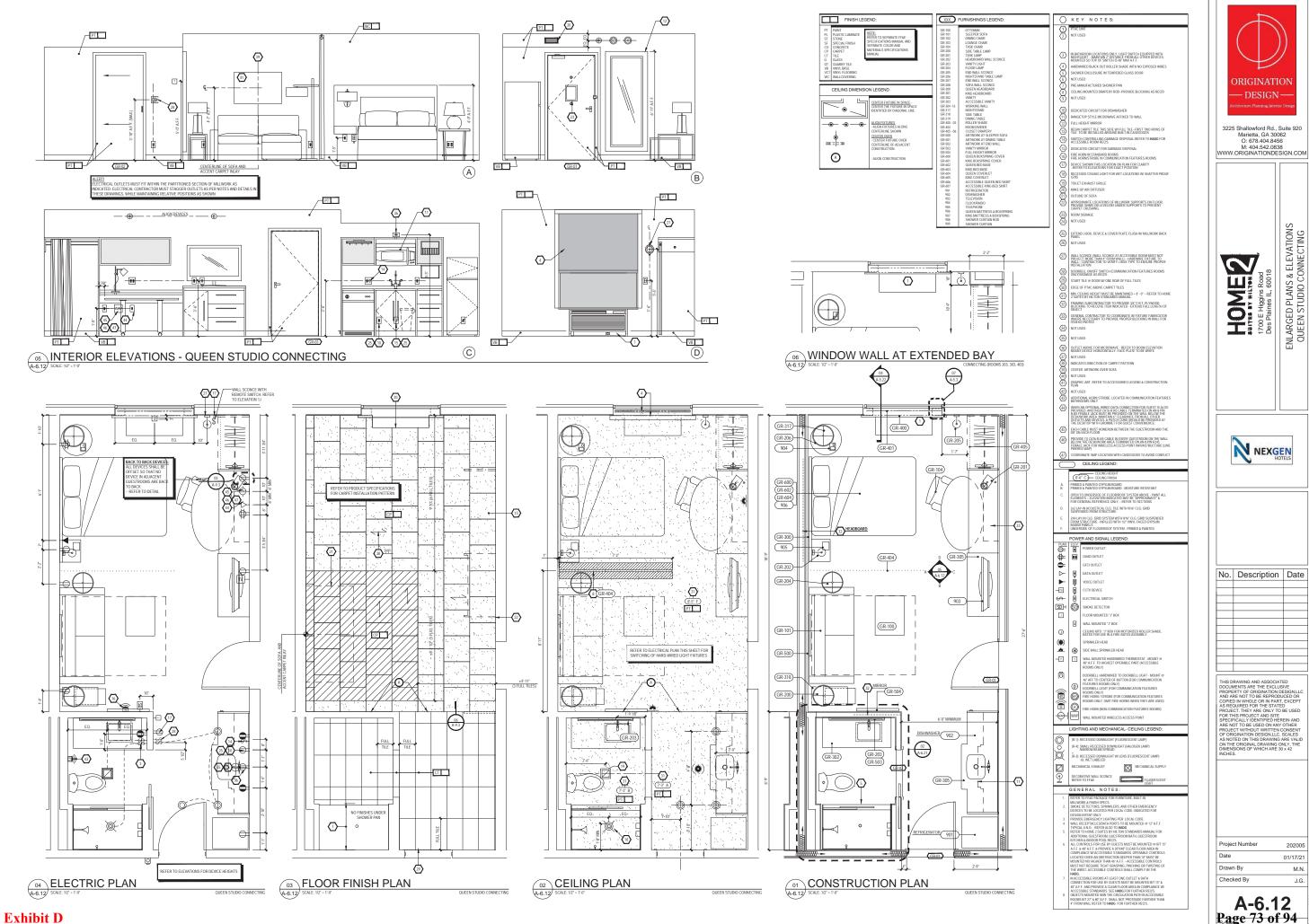
202005 01/17/21 Drawn By M.N. J.G.

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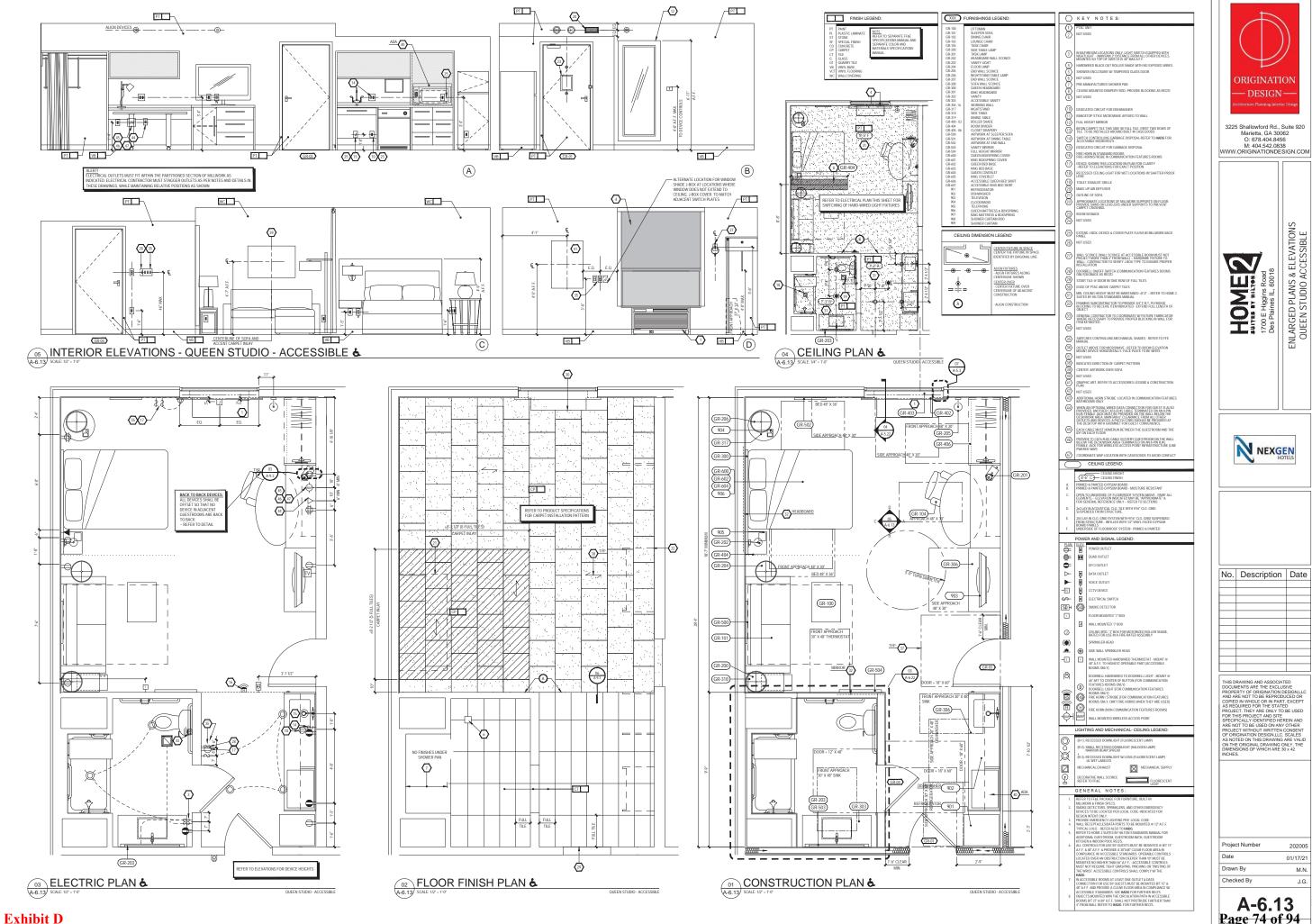
**Exhibit D** 



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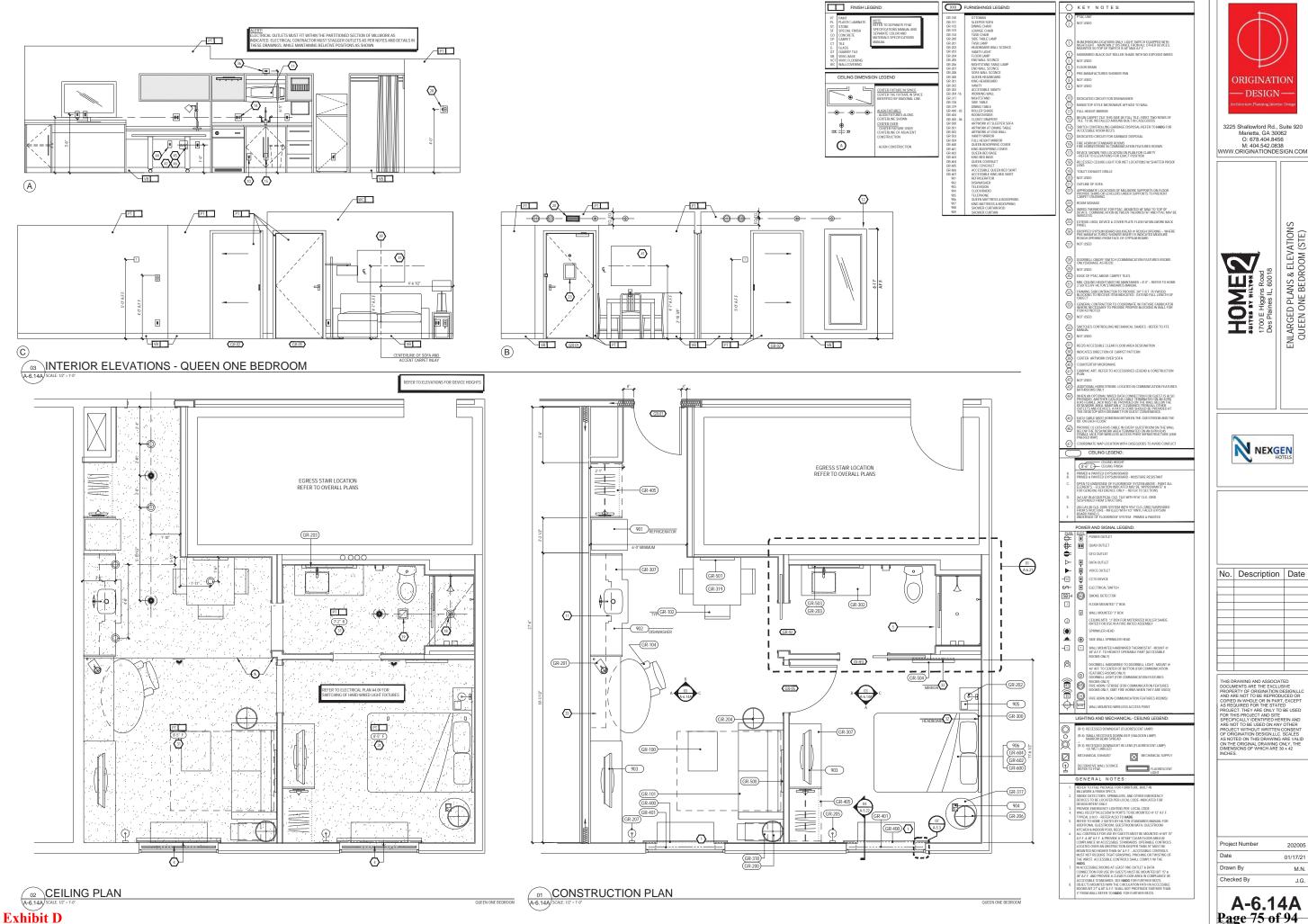


**Page 73 of 94** 

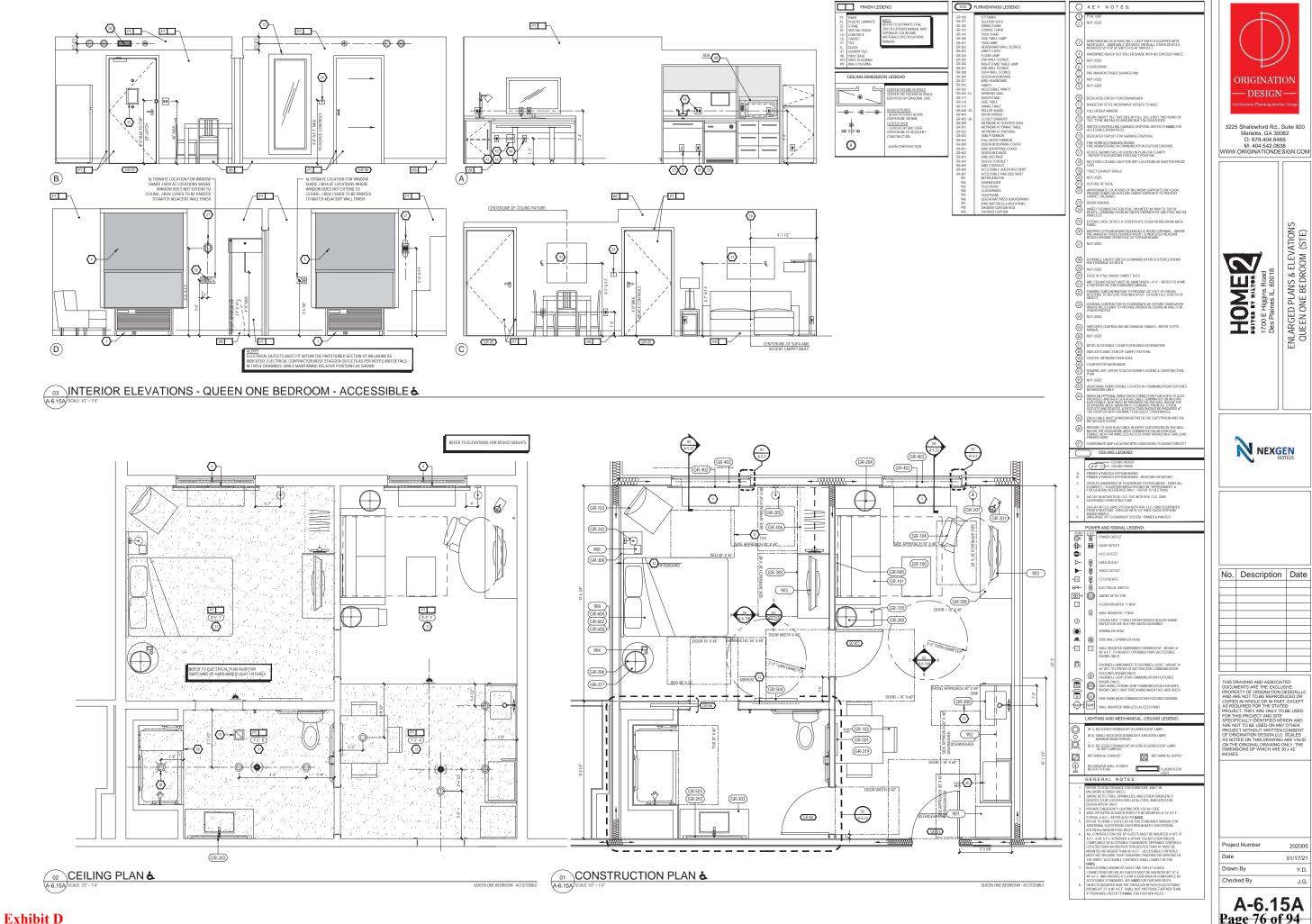




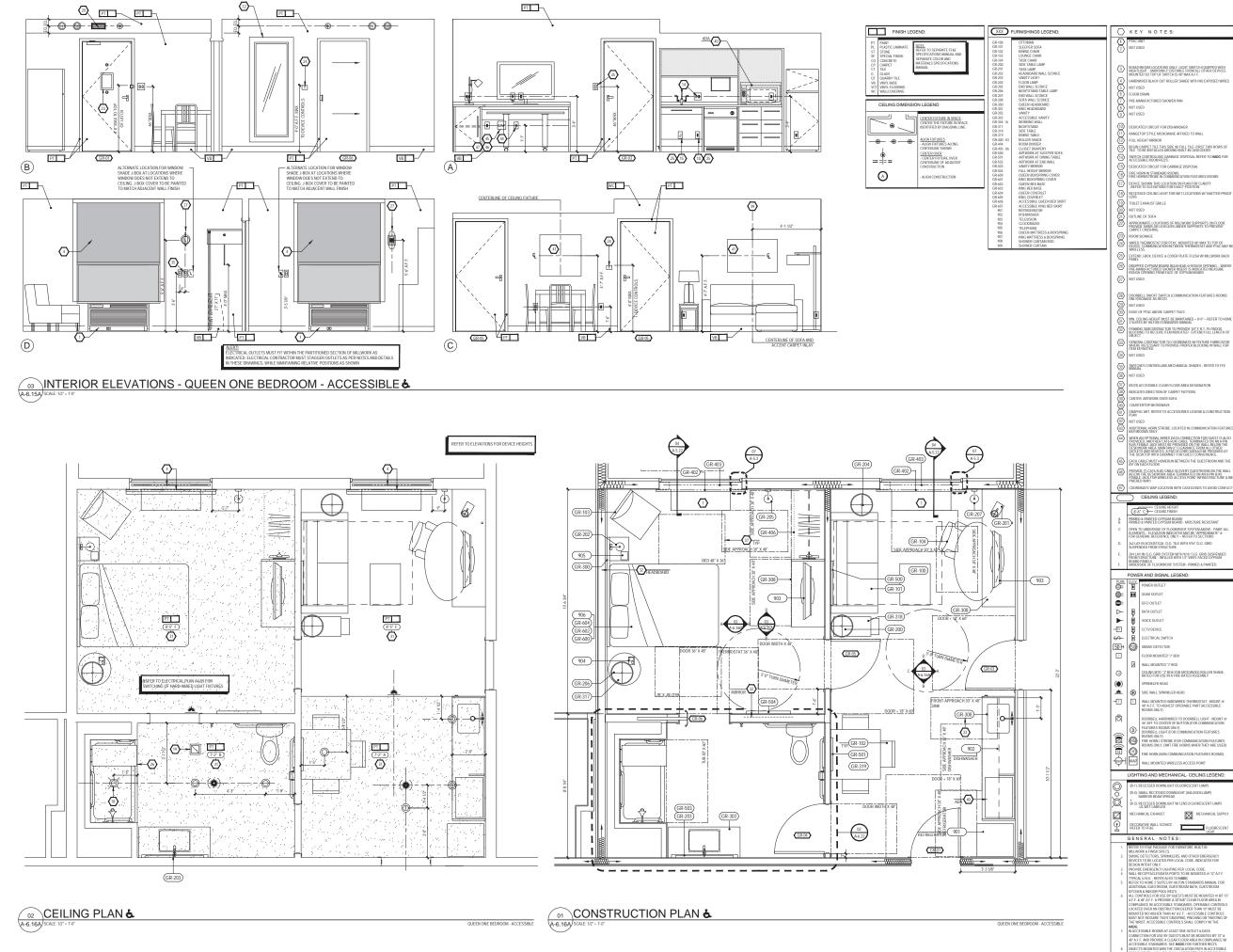
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ORIGINATION

3225 Shallowford Rd., Suite 920 Marietta, GA 30062 O: 678.404.8456 M: 404.542.0838

WWW.ORIGINATIONDESIGN.COM

ENLARGED PLANS & ELEVATIONS QUEEN ONE BEDROOM ACCESSIBLE (STE) CV LL

NEXGEN

No. Description Date

01/17/21 Drawn By Checked By

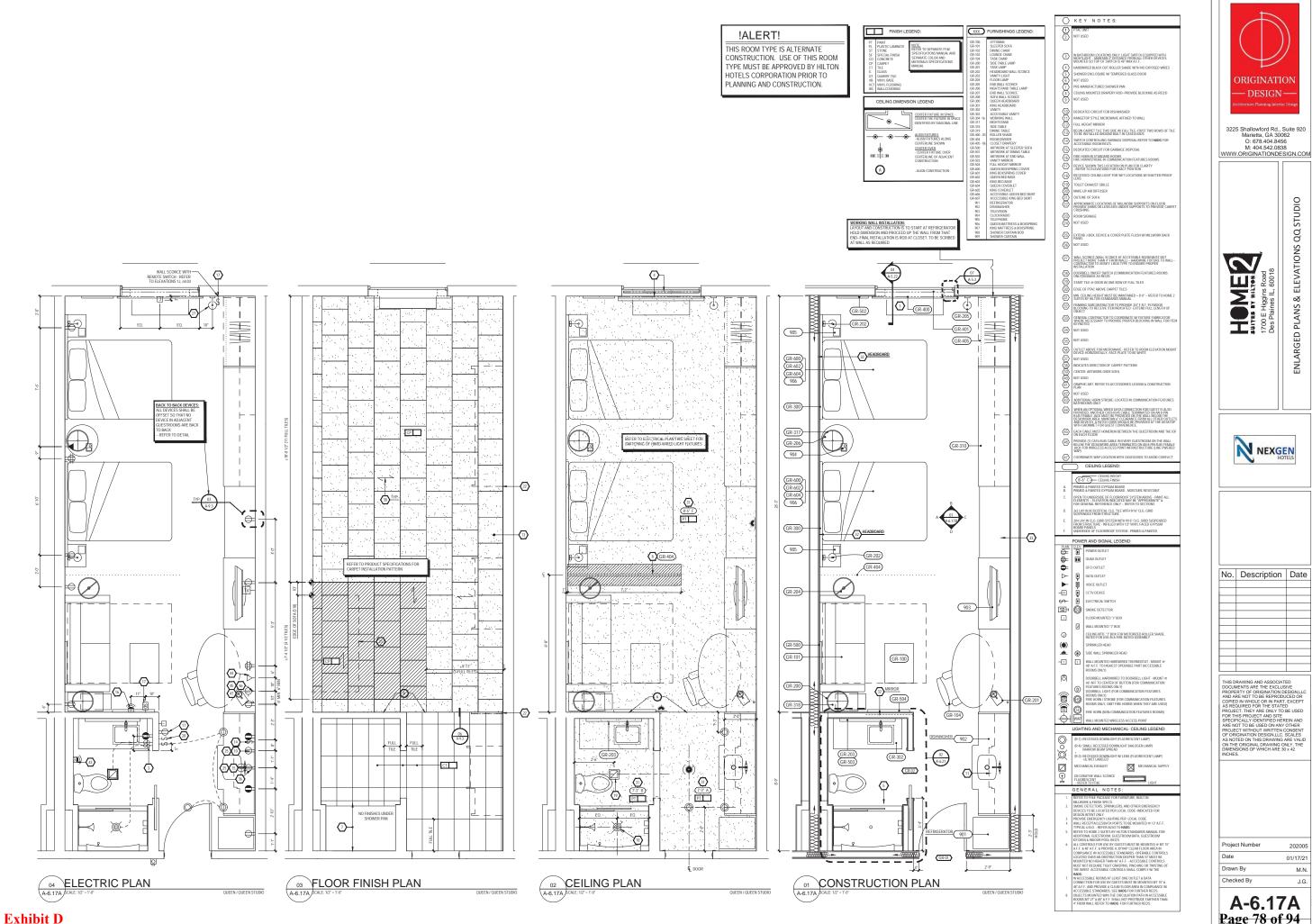
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J.G.

A-6.16A Page 77 of 94

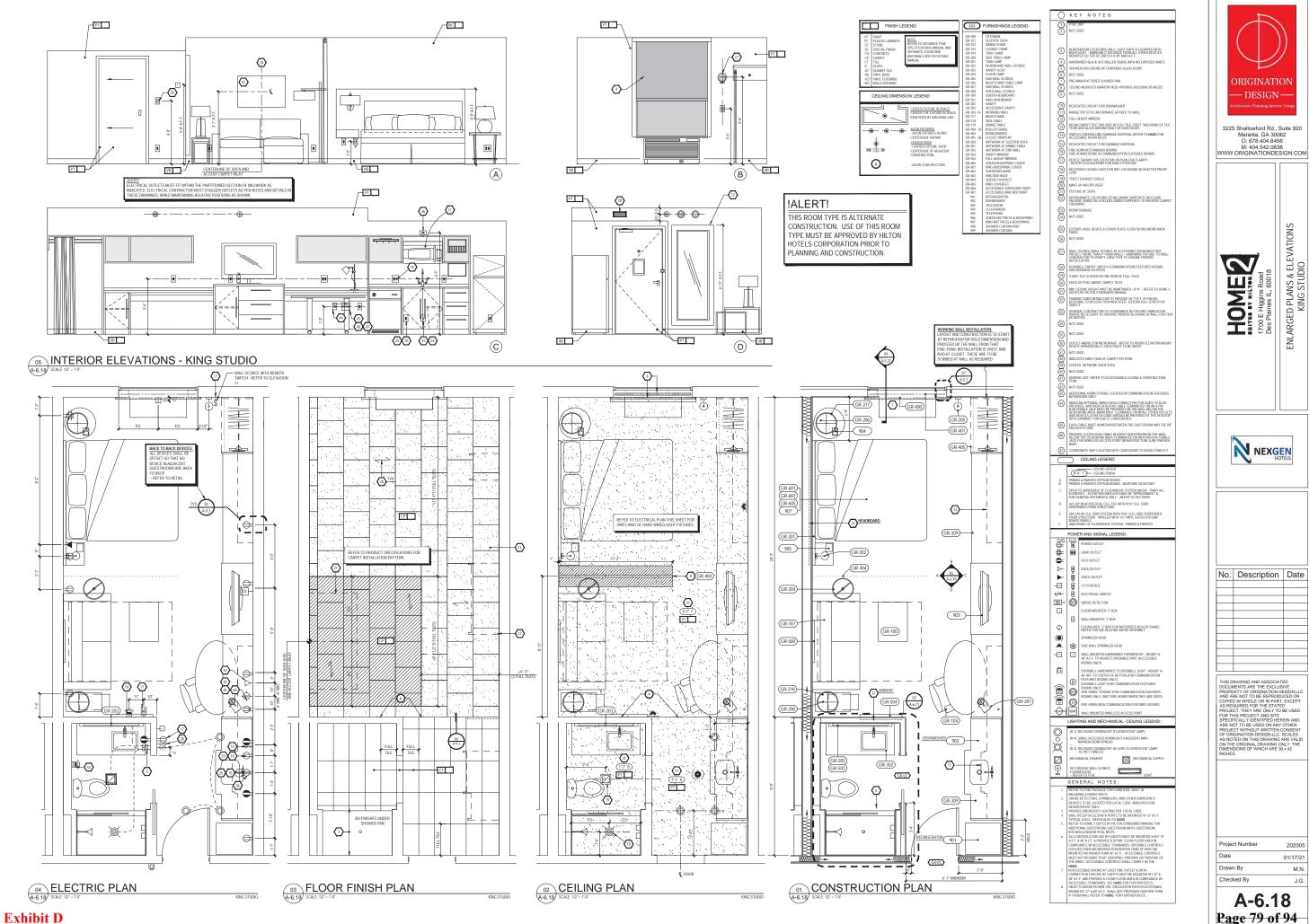
**Exhibit D** 



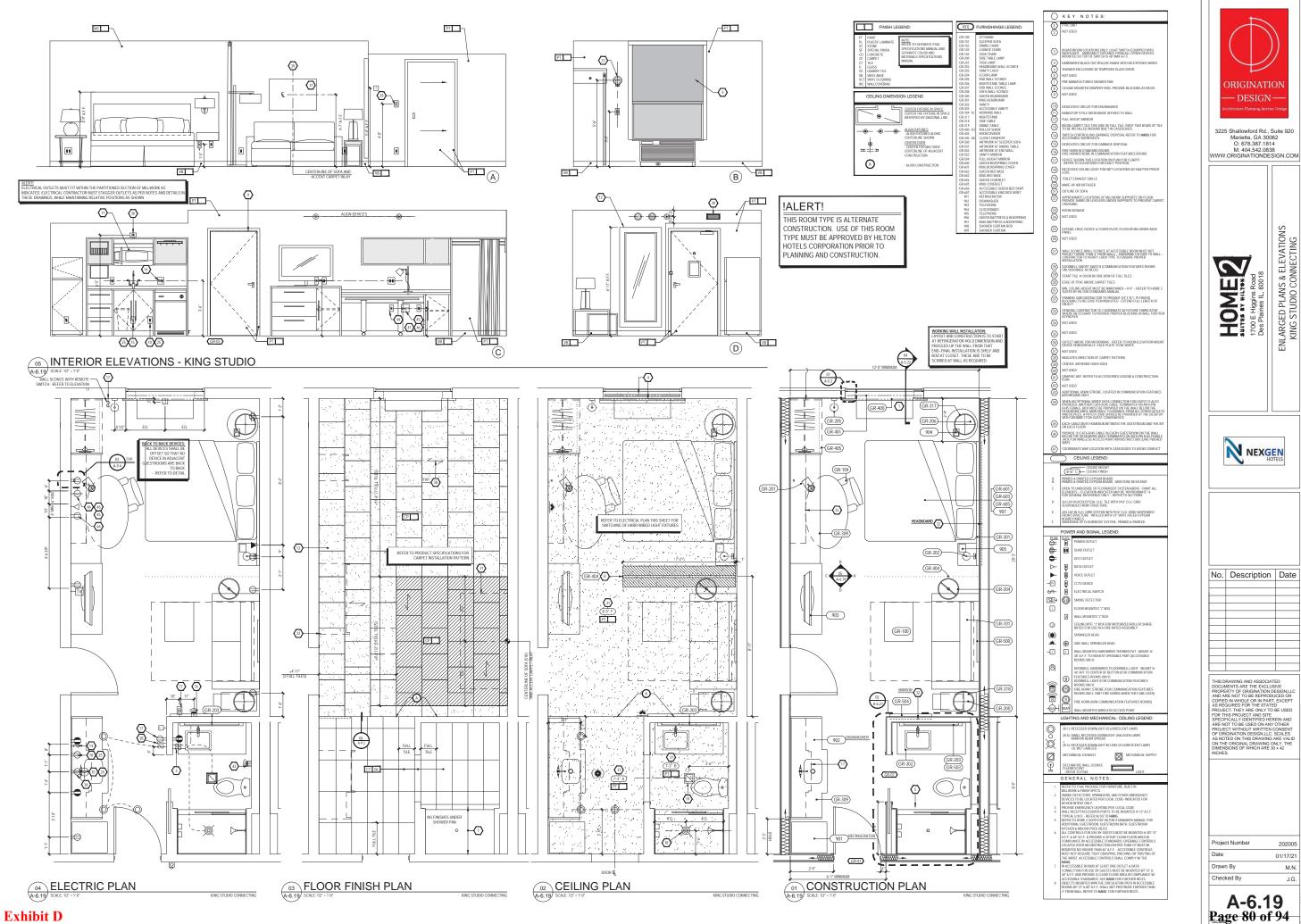
A-6.17A **Page 78 of 94** 

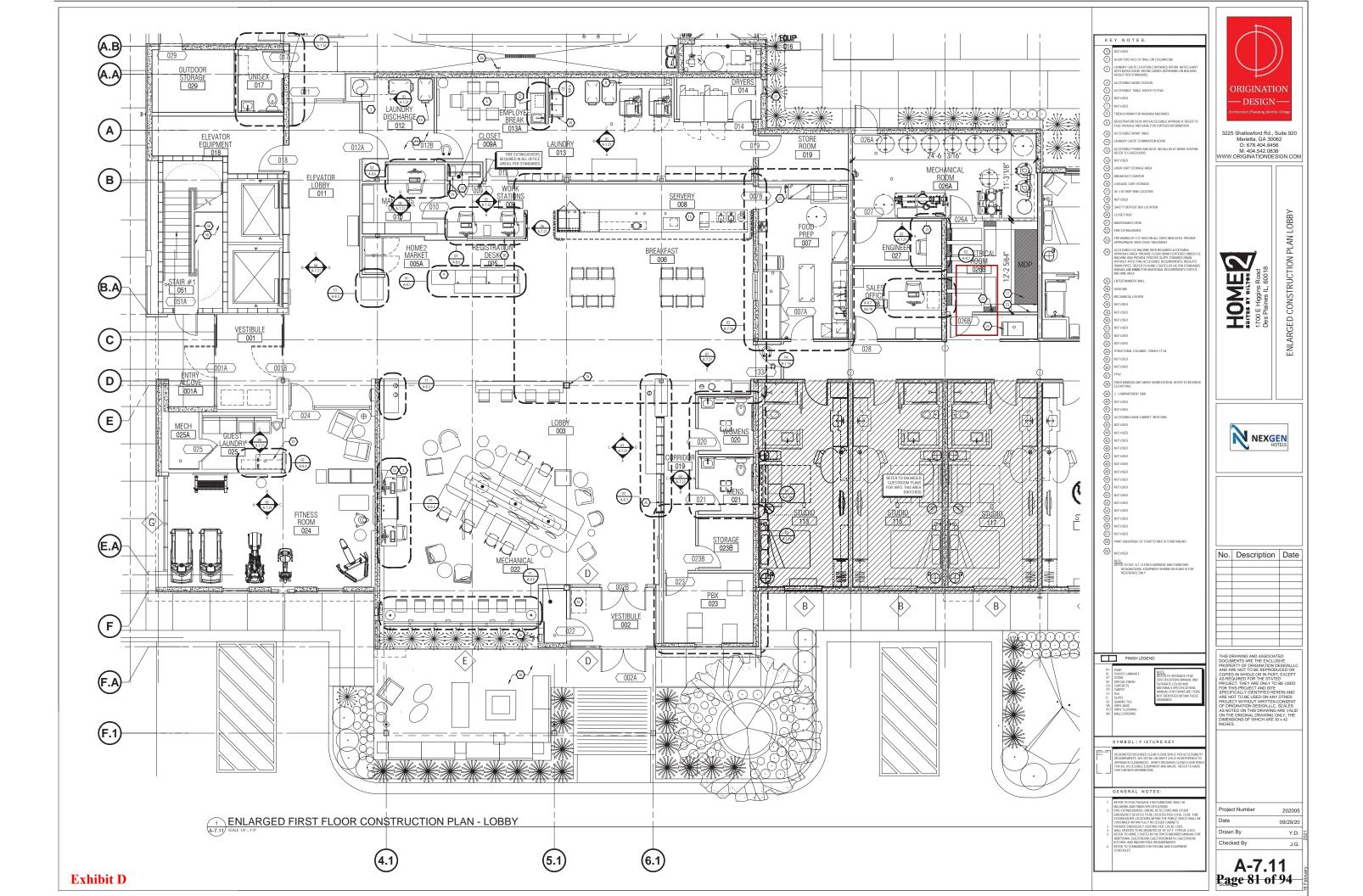
No. Description Date

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CITY STANDARDS SUPERCEDE ALL OTHERS.

NOTIFY CITY 48 HOURS BEFORE INSPECTION. BOND NEEDED FOR PUBLIC IMPROVEMENTS.

**C1** 

SITE IMPROVEMENT PLANS

# 1700 W. HIGGINS ROAD HOTEL

**DES PLAINES, ILLINOIS PROJECT NO:8779.04** 

#### DRAINAGE STATEMENT

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE PROPOSED DEVELOPMENT. IF ANY DRAINAGE PATTERNS WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS IN TO THE PUBLIC AREA, OR DRAINS APPROVED FOR THE USE BY THE MUNICIPAL ENGINEER, AND THAT SUCH SURFACE WATERS ARE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGES TO ADJOINING PROPERTIES.

ENGINEER SIGNATURE - DATE

#### **OWNER**

NEXGEN HOTELS 550 E DEVON AVENUE, SUITE 110 ITASCA, IL 60143 CONTACT: CHRIS PATEL PH: (224) 875-0614

> CALL J.U.L.I.E. 1-800-892-0123 WITH THE FOLLOWING:

COUNTY COOK CITY, TOWNSHIP DES PLAINES, MAINE SEC 33, T41N, R12E SEC. & 1/4 SEC. NO.

48 HOURS BEFORE YOU DIG. EXCLUDING SAT., SUN & HOLIDAYS

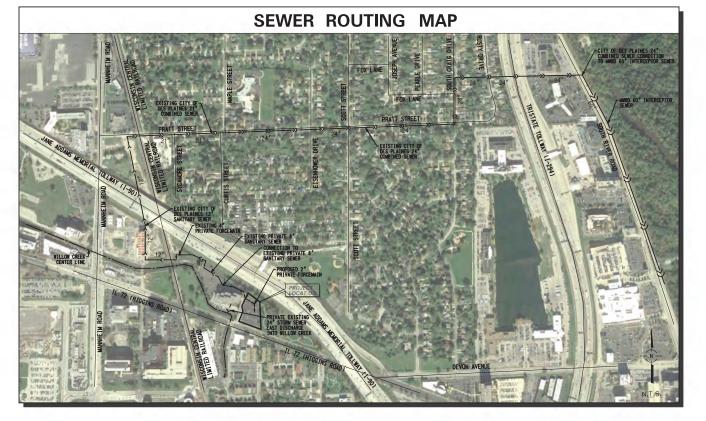
BENCHMARK

ELEVATION:

SEE SHEET GN FOR BENCHMARK INFORMATION

SPACECO, INC. IS TO BE NOTIFIED AT LEAST THREE (3) DAYS PRIOR TO STARTING CONSTRUCTION AND SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETINGS

		INDEX
SHEET #	SHEET I.D.	SHEET DESCRIPTION
1	C1	COVER SHEET
2	GN	TYPICAL SECTION AND GENERAL NOTES
3	EC1	OVERALL EXISTING CONDITIONS PLAN
4	DEMO	DEMOLITION PLAN
5	GM1	GEOMETRIC PLAN
6	GR1	GRADING PLAN
7	UT1	UTILITY PLAN
8	PP1	SANITARY SEWER PLAN AND PROFILE
9-11	SE1-SE3	SOIL EROSION AND SEDIMENT CONTROL PLANS
12-13	S1-S2	SPECIFICATIONS
14-20	D1-D7	DETAILS
21	PDE	PROPOSED DRAINAGE EXHIBIT
22	SW	IDOT IL 72 (HIGGINS ROAD) SIDEWALK EXHIBIT
23	EX. DRAIN	IDOT EXISTING DRAINAGE AREA
24	PR. DRAIN	IDOT PROPOSED DRAINAGE AREA



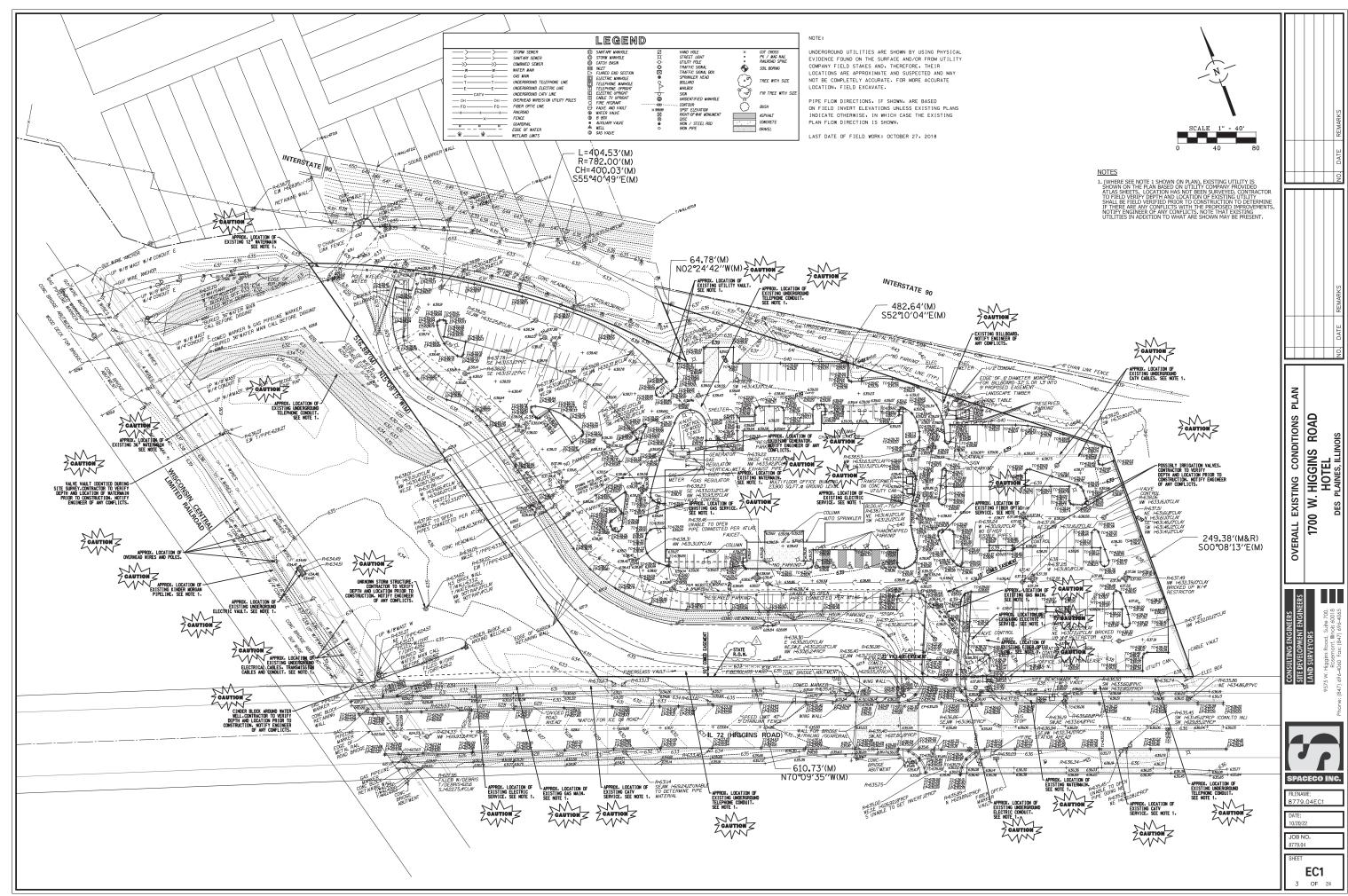
#	SHEET #	REMARKS	DATE
1	3,6,7,11,17,21	PER CITY OF DES PLAINES	11/15/22

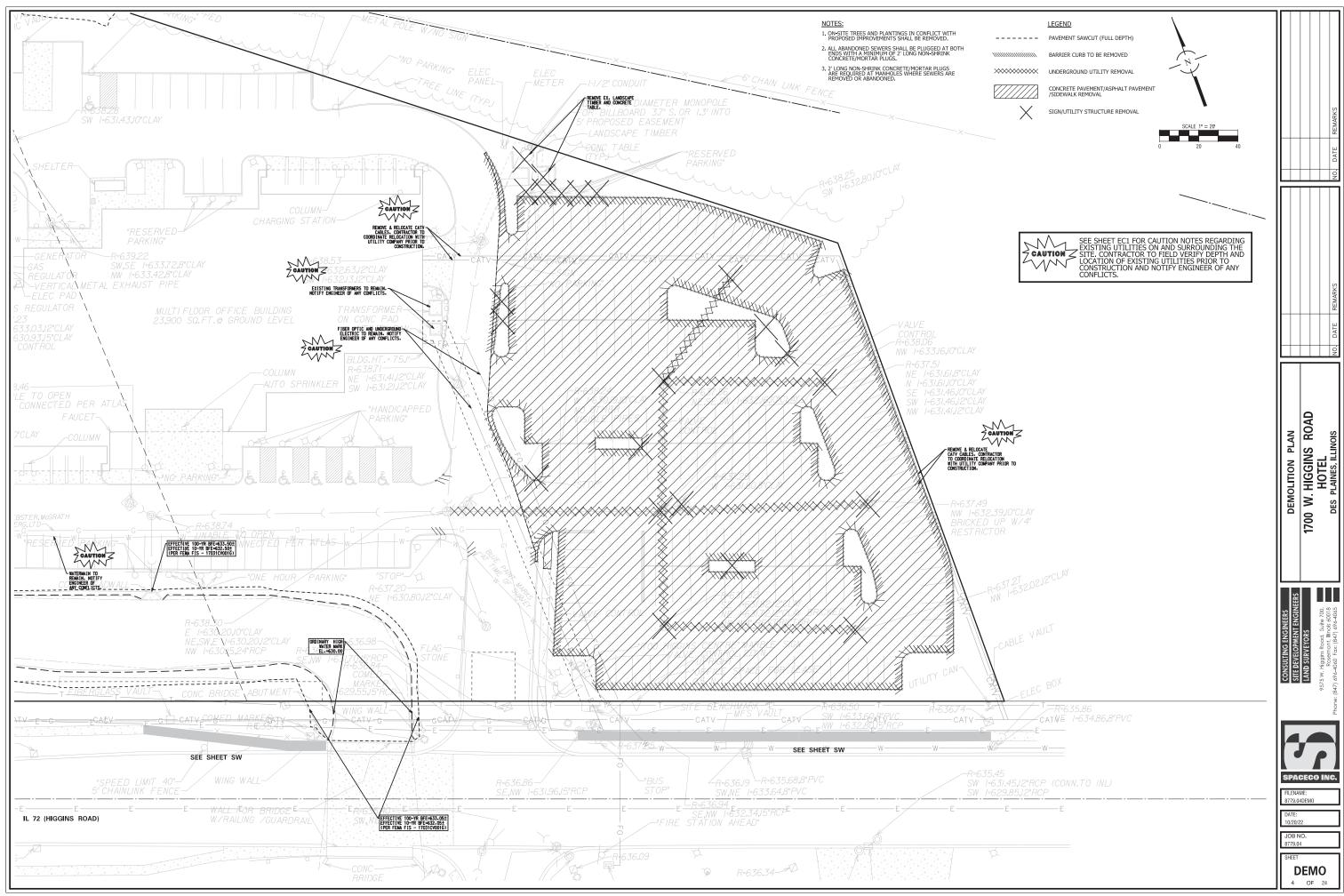
**REVISIONS** 

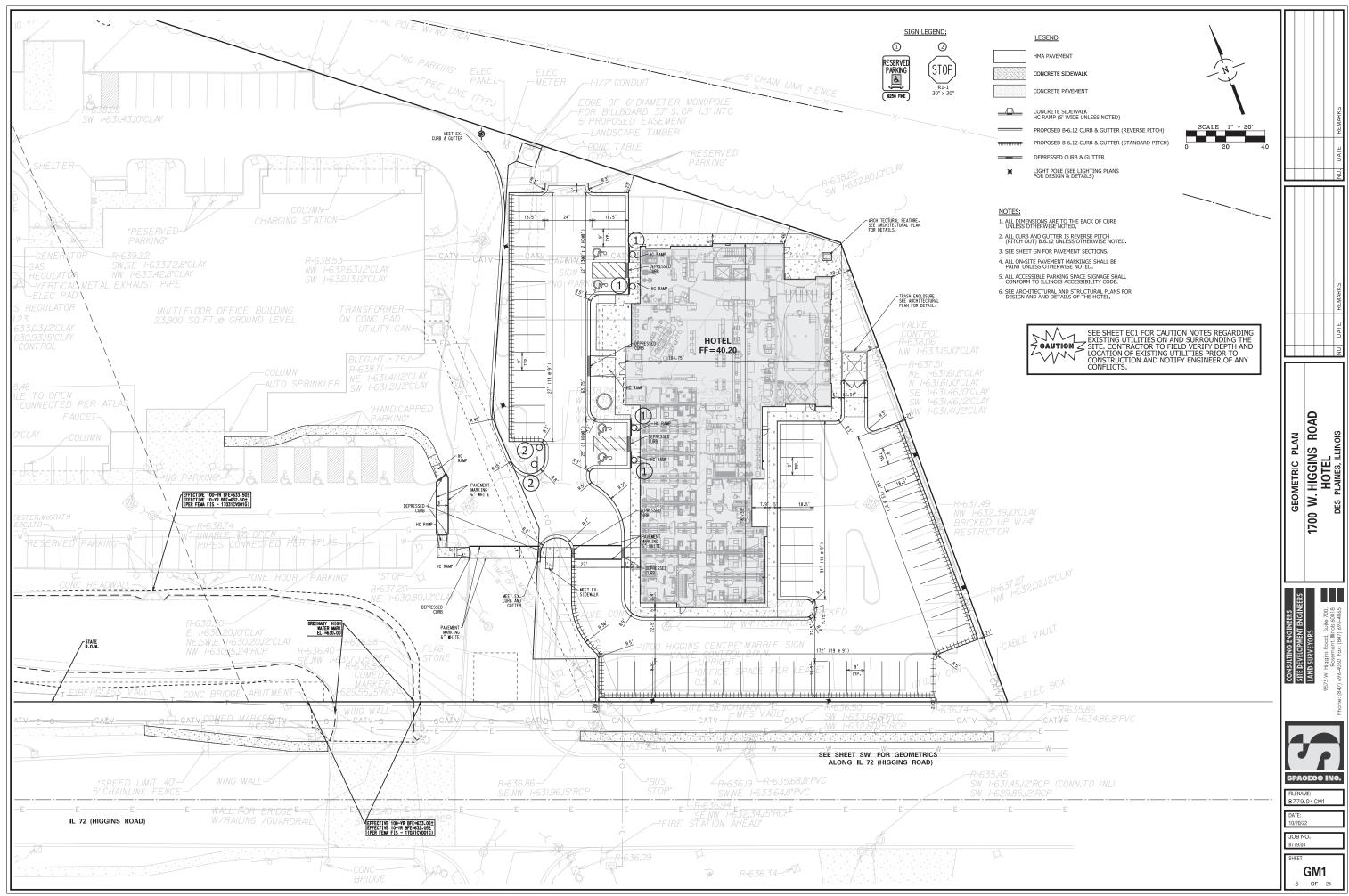
ORIGINAL PLAN DATE: OCTOBER 20, 2022

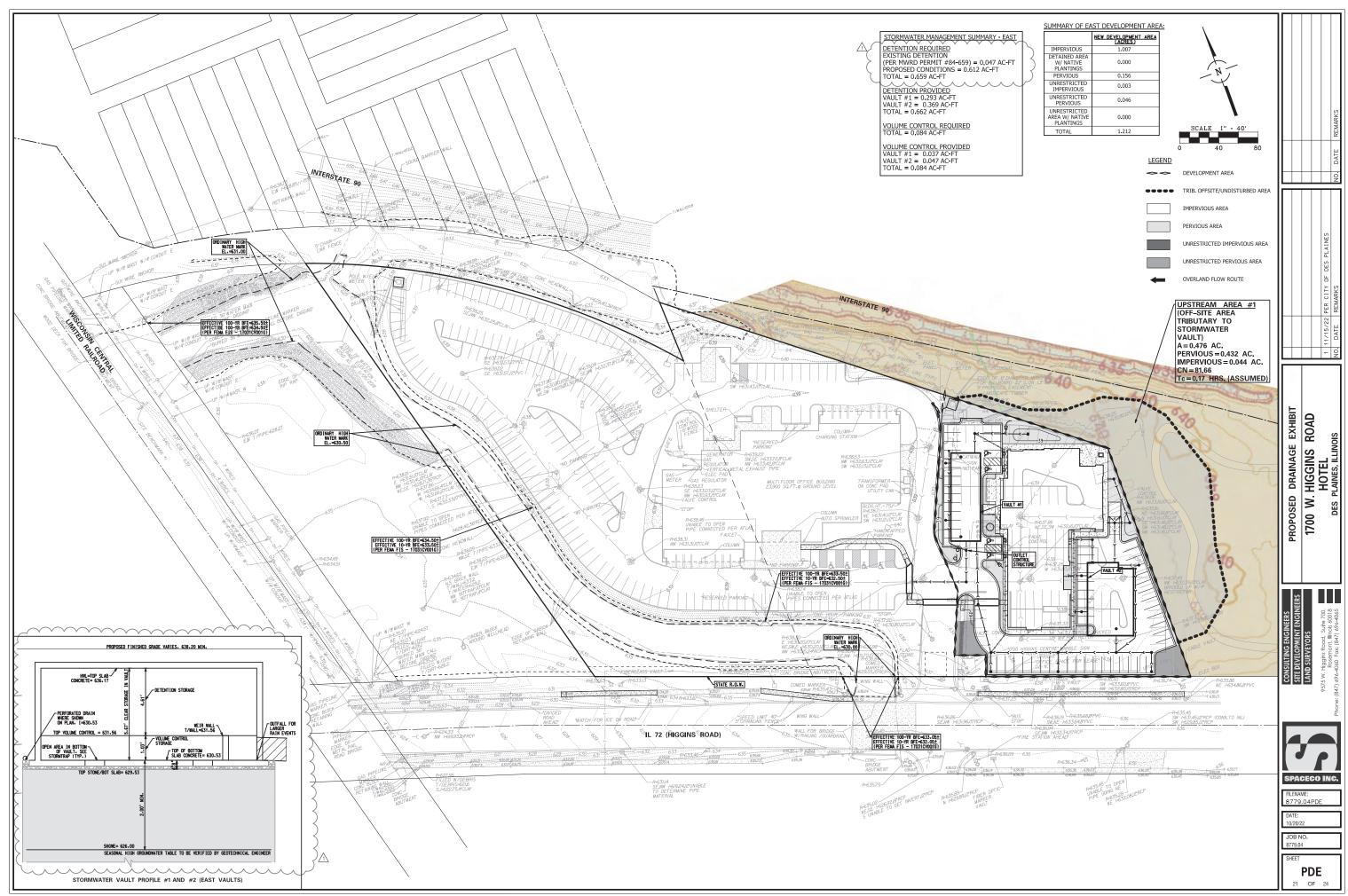
ENGINEER BRETT M. DUFFY, P.E.

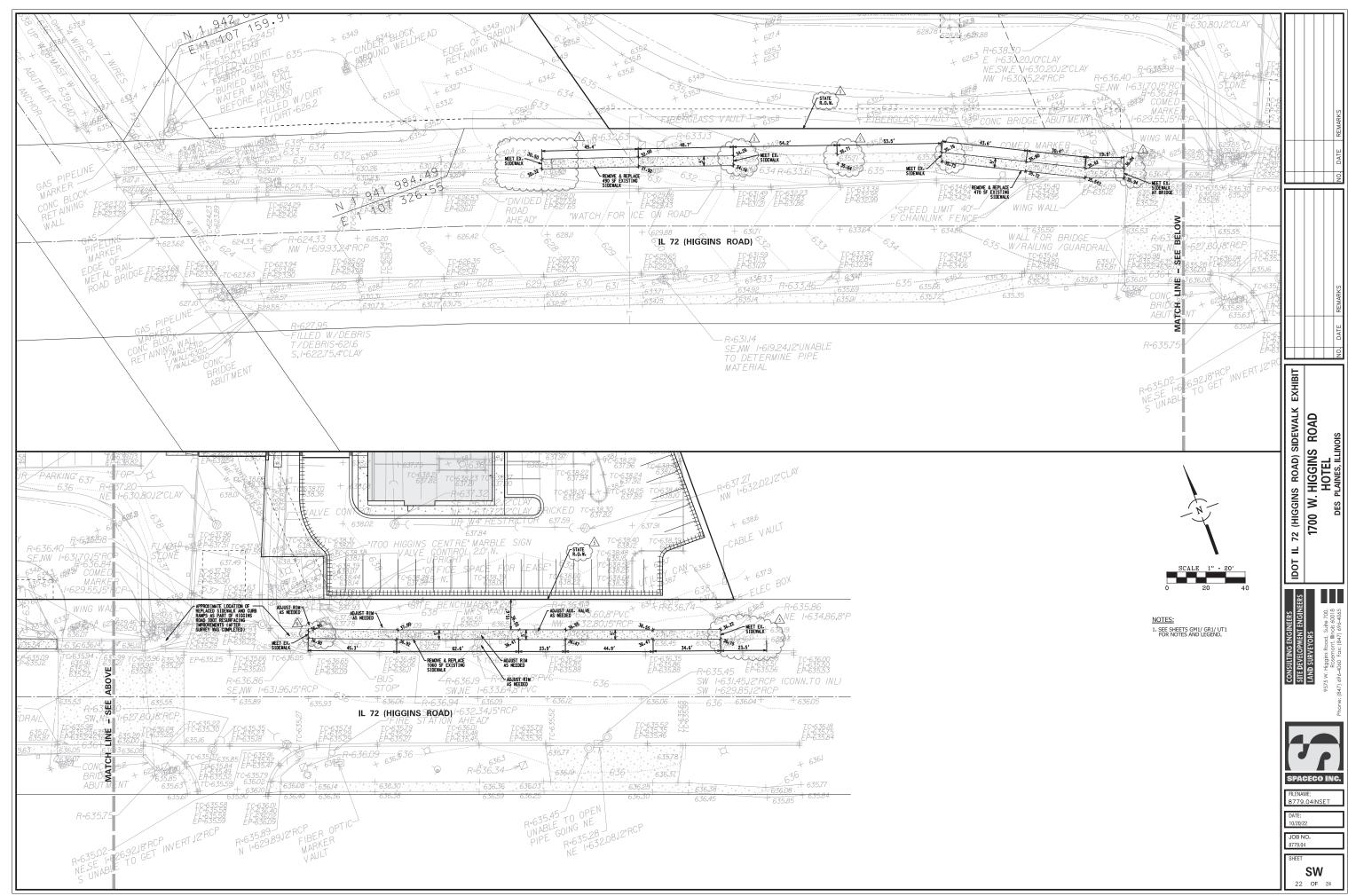
PROFESSIONAL DESIGN FIRM NO: 184-001157
EXPIRATION DATE: 04/30/2023
THESE PLANS OR ANY PART THEREOF SHALL BE CONSIDERED VOID WITHOUT HE SIGNATURE, SEAL, AND EXPIRATION DATE OF SEAL OF THE ENGINEER

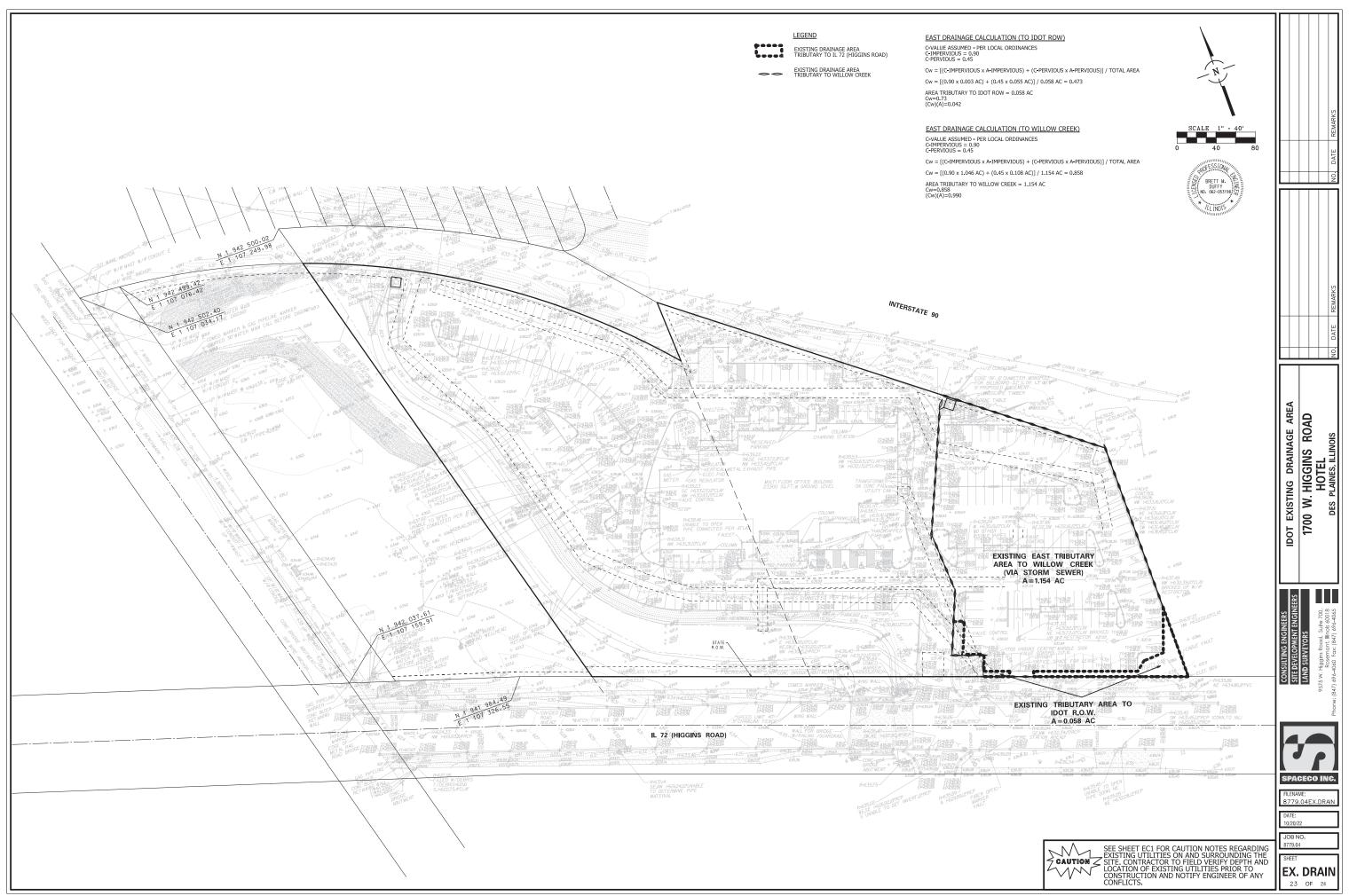


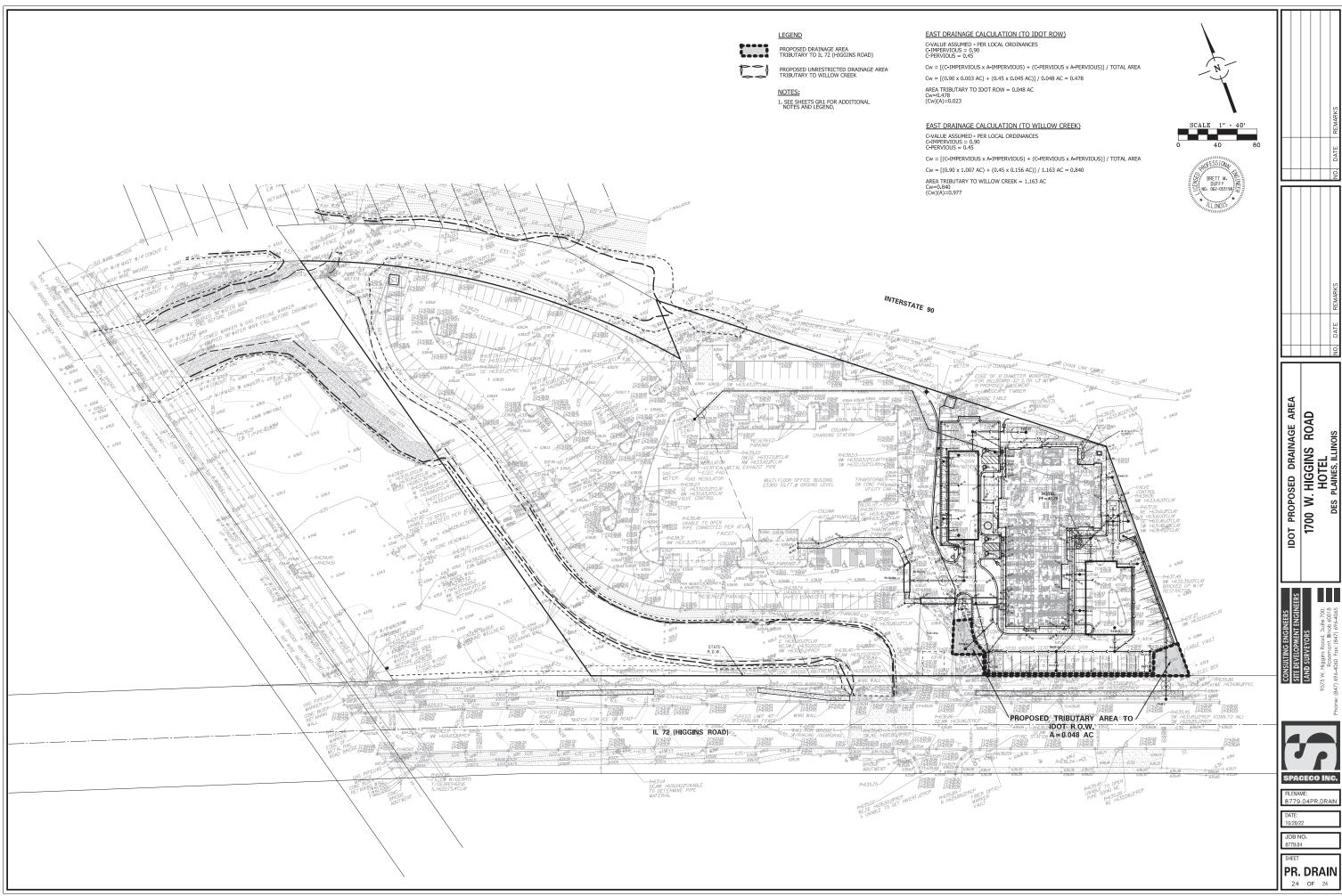




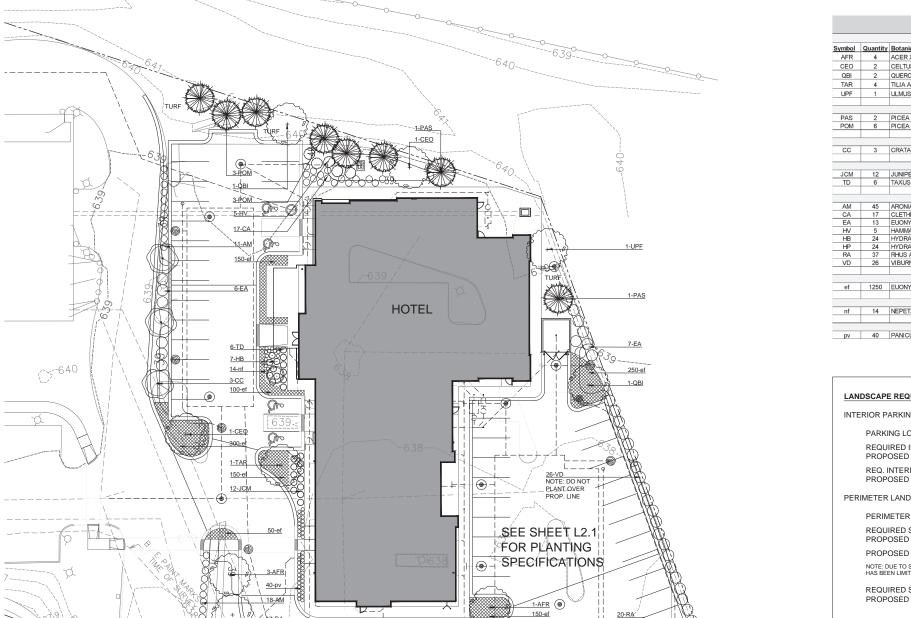








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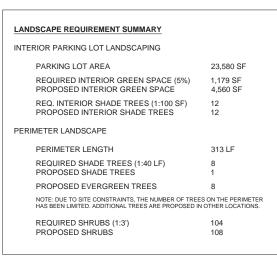


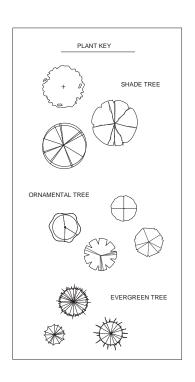
IL 72 (HIGGINS ROAD)

12-HP ---NOTE: DØ NOT PLANT OVER R.O.W.

B









	no.	no. revision description	initial	Р
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1700 W. HIGGINS ROA DES PLAINES, ILLINOIS

LANDSCAPE PLAN

MASTER PLANT LIST

ou date LA drawn M. Dw

22470

sheet no.

**Exhibit F** 

SCALE: 1" = 20'-0"

0

OVERALL LANDSCAPE PLAN

0 00

- BEFORE ANY EXCAVATION ON THE SITE, CALL TO LOCATE ANY EXISTING UTILITIES ON THE SITE. THE CONTRACTOR SHALL
- FAMILIARIZE HIMHERSELF WITH THE LOCATIONS OF ALL BURIED UTILITIES IN THE AREAS OF WORK BEFORE STARTING OPERATIONS. THE CONTRACTOR SHALL BE LIABLE FOR THE COST OF REPAIRING OR REPLACING ANY BURIED CONDUITS, CABLES OR PIPING DAMAGED DURING THE INSTALLATION OF THIS WORK.
- CAREFULLY MAINTAIN PRESENT GRADE AT BASE OF ALL EXISTING TREES TO REMAIN. PREVENT ANY DISTURBANCE OF CAREPULLY WAINTAIN PRESENT IN GRADE A BASE OF ALE EXISTING TREES TO REMAIN. PREVENT AND DISTURBANCE OF EXISTING TREES INCLUDING ROOT ZONES. USE TREE PROTECTION BARRICADES WHERE INDICATED. PROTECT EXISTING TREES TO REMAIN AGAINST UNINECESSARY CUTTING, BREAKING OR SKINNING OF ROOTS, BRUISING OF BARK OR SMOTHERING OF TREES. DRIVING, PARKING, DUMPING, STOCKPEILING AND/OR STORAGE OF VEHICLES, EQUIPMENT, SUPPLIES, MATERIALS OR DEBRIS ON TOP THE ROOT ZONES AND/OR WITHIN THE DRIPLINE OF EXISTING TREES OR OTHER PLANT MATERIAL TO REMAIN IS STRICTLY PROHIBITED.
- 4. PLANT QUANTITIES ON PLANT LIST INTENDED TO BE A GUIDE. ALL QUANTITIES SHALL BE CHECKED AND VERIFIED ON PLANTING PLAN, ANY DISCREPANCIES SHALL BE DISCUSSED WITH THE LANDSCAPE ARCHITECT
- 5. ANY DEVIATIONS FROM OR MODIFICATIONS TO THIS PLAN SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO
- 6. CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT UPON DELIVERY OF PLANT MATERIAL TO THE SITE. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL THAT DOESN'T MEET STANDARDS OR SPECIFICATIONS
- 7. ALL PLANT MATERIAL TO BE INSTALLED PER THE PLANTING DETAILS PROVIDED ON THIS PLAN SET.
- 8 ALL RED EDGES TO BE WELL SHAPED, SPADE CLIT, WITH LINES AND CLIRVES AS SHOWN ON THIS PLAN SET.
- 9. ALL PLANTING BEDS TO BE PREPARED WITH PLANTING MIX: 50% TOPSOIL, 50% SOIL AMENDMENTS (3 PARTS PEATMOSS, 1
- 10. ALL SPECIFIED LANDSCAPE MATERIAL INDICATED ON THE CONSTRUCTION DOCUMENTS WILL BE REQUIRED TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT AND MUST BE REPLACED SHOULD IT DIE OR BECOME DAMAGED.
- 11. ALL PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE FROM SUBSTANTIAL COMPLETION AS DETERMINED BY THE LANDSCAPE ARCHITECT, AND SHALL BE REPLACED SHOULD IT DIE WITHIN THAT PERIOD.
- 12. PROTECT STRUCTURES, SIDEWALKS, PAVEMENTS AND UTILITIES TO REMAIN FROM DAMAGE CAUSED BY SETTI EMENT. LATERAL MOVEMENT, UNDERMINING, WASHOUTS AND OTHER HAZARDS CAUSED BY SITE IMPROVEMENT OPERATIONS.
- 13. ALL LAWN AREAS TO BE SEEDED WITH STANDARD TURF GRASS SEED AND COVERED WITH EROSION CONTROL BLANKET.
- 14. THE CONTRACTOR AT ALL TIMES SHALL KEEP THE PREMISES ON WHICH WORK IS BEING DONE, CLEAR OF RUBBISH AND DEBRIS. ALL PAVEMENT AND DEBRIS REMOVED FROM THE SITE SHALL BE DISPOSED OF LEGALLY
- 15. ALL WORK AND OPERATIONS SHALL COMPLY WITH ALL APPLICABLE FEDERAL. STATE AND LOCAL CODES AND ORDINANCES.

#### LANDSCAPE MAINTENANCE SPECIFICATIONS

The Contractor shall provide as a separate bid, maintenance for landscaping. The Contractor must be able to provide continued mai of a reputable landscape contractor who can provide maintenance. ance for a period of 1 year after final acceptance of the project nued maintenance if requested by the Owner or provide the name

naintenance services shall be performed by trained personnel using current, acceptable horticultural practices

All work shall be performed in a manner that maintains the original intent of the landscape design

All chemical applications shall be performed in accordance with current county, state and federal laws, using EPA registered materials and methods of application. These applications shall be performed under the supervision of a Licensed Certified

Any work performed in addition to that which is outlined in the contract shall only be done upon written approval by the

All seasonal color selections shall be approved by the Owner's Representative prior to ordering and installation.

#### SOIL TESTING

The maintenance contractor shall perform soil tests as needed to identify imbalances or deficiencies causing plant material decline. The owner shall be notified of the recommendation for approval, and the necessary corrections made at an additional cost to the owner.

Acceptable Soil Test Results

Landscape Trees & Shrubs 5.0-7.0 Turf 6.0-7.0 >2.5% 100+lbs./acre 150+lbs./acre >1.5% 100+lbs./acre 150+lbs./acre 120+lbs./acre ssium (K2O) Soluble salts

Not to exceed 900ppm/1.9 mmhos/cm in soil; not to exceed 1400 ppm/2.5 mmhos/cm in high organic mix Not to exceed 750ppm/0.75 mmhos/cm in soil; not to exceed 2000 ppm/2.0 mmhos/cm in high organic mix

For unusual soil conditions, the following optional tests are nended with levels not to exceed

Manganese Potassium (K2O) Sodium

3 pounds per acre

WORKMANSHIP

During landscape maintenance operations, all areas shall be kept neat and clean. Precautions shall be taken to avoid
damage to existing structures. All work shall be performed in a safe manner to the operators, the occupants and any

completion of maintenance operations, all debris and waste material shall be cleaned up and removed from the site, provisions have been granted by the owner to use on-site trash receptacles.

Any damage to the landscape, the structure, or the irrigation system caused by the maintenance contractor, shall be repaired by the maintenance contractor without charge to the owner.

#### GENERAL CLEAN UP

Prior to mowing, all trash, sticks, and other unwanted debris shall be removed from lawns, plant beds, and paved area

Turf grasses, including blue grass, tall fescue, perennial ryegrass, etc., shall be maintained at a height of 2" to 3" in spring and fall. From June through September, mowing height shall be maintained at no less than 3".

The mowing operation includes trimming around all obstacles, raking excessive grass clippings and removing debris from walks, curbs, and parking areas. Caution: Mechanical weeders should NOT be used around trees because of potential damage to the bark.

Edging of all sidewalks, curbs and other paved areas shall be performed once every other mowing. Debris from the edging operations shall be removed and the areas swept clean. Caution shall be used to avoid flying debris.

#### FERTILIZING

sonally stepped fertilizer shall be applied in areas based on the existing turf species.

LAWN WEED CONTROL: HERBICIDES
Selection and proper use of herbicides shall be the landscape contractor's responsibility. All chemical applications shall be performed under the supervision of a Licensed Certified Applicator. Read the label prior to applying any chemical.

# INSECT & DISEASE CONTROL FOR TURE

INSECT & DISEASE CONTROL FOR TORF.

The contractor shall be responsible for monitoring the site conditions on each visit to determine if any inserproblems exist. The contractor shall identify the insect pest or disease, as well as the host plant, and then current edition of the Cooperative Extension Service's "Commercial Insecticide Recommendation for Turl licensed applicator shall be familiar with the label provided for the selected product prior to application. nendation for Turf' for control. The

Inspection and treatment to control insect pests shall be included in the contract price

#### TREES, SHRUBS, & GROUND COVER

All ornamental trees, shrubs and ground cover shall be pruned when appropriate to remove dead or damaged branches, develop the natural shapes. Do not shear trees or shrubs. If previous maintenance practice has been to shear and ball, then a natural shape will be restored gradually.

- ug Guidelines: Prune plants that flower before the end of June (spring blooming) immediately after flowering. Flower buds develop during the previous growing season. Fall, winter or spring pruning would reduce the spring flowering display. Prune plants that flower in July September (summer or autumn blooming) in winter or spring before new growth begins, since these plants develop flowers on new growth.
- Delay pruning plants grown for ornamental fruits, such as Cotoneasters and Viburnums
- Delay pruning plants grown for ornametrial multis, such as cucheasters and vibriliums.

  Hollies and other evergreens may be pruned during winter in order to use their branches for seasonal decoration. However, severe pruning of evergreens should be done in early spring only.

  Broadleaf evergreen shrubs shall be hand-pruned to maintain their natural appearance after the new growth hardens
- edges or shrubs that require shearing to maintain a formal appearance shall be pruned as required. Dead wood
- shall be removed from sheared plants before the first shearing of the seasor
- Conifers shall be pruned, if required, according to their genus.

  A. Yews, Junipers, Hemlocks and Arborvitae may be pruned after new growth has hardened off in late summer.
- If severe pruning is necessary, it must be done in early spring.

  Firs and spruces may be lightly pruned in late summer, fall, or winter after completing growth. Leave side
- buds. Never cut central leader.

  C. Pines may be lightly pruned in early June by reducing candles.
  Groundcover shall be edged and pruned as needed to contain it within its borders.
  Thinning: Remove branches and water sprouts by cutting them back to their point of origin on parent stems. This method results in a more open plant, without stimulating excessive growth. Thinning is used on Crab Apples, Lilacs,

Plants overhanging passageways and parking areas and damaged plants shall be pruned as needed.

SPRING CLEANUP Plant beds shall receive a general cleanup before fertilizing and mulching. Cleanup includes removing debris and trash from beds and cutting back herbaceous perennials left standing through winter, e.g. ornamental grasses, Sedum Autumn Joy.

For trees, the rate of fertilization depends on the tree species, tree vigor, area available for fertilization, and growth stage of the tree. Mature specimens benefit from fertilization every 3 to 4 years; younger trees shall be fertilized more often during rapid growth stages.

The current recommendation is based on the rate of 1000 square feet of area under the tree to be fertilized. For deciduous trees, 2 to 6 pounds of Nitrogen per 1000 square feet; for marrow-lad evergreens, 1 to 4 pounds of Nitrogen per 1000 square feet; for broadleaf evergreens, 1 to 3 pounds of Nitrogen

Shrubs and groundcover shall be top-dressed with compost 1" deep or fertilized once in March with 10-6-4 analysis fertilizer at the rate of 3 pounds per 100 square feet of bed area. Enicaceous material shall be fertilized with an ericaceous fertilizer at the manufacturer's recommendation rate. If plants are growing poorly, a soil sample should be taken.

#### TREES, SHRUBS, & GROUND COVER (CONT.)

MOLCHING
Annually, all tree and shrub beds will be prepared and mulched, to a minimum depth of 3° with quality mulch to match
existing, Bed preparation shall include removing all weeds, cleaning up said bed, edging and cultivating decayed mulch into
the soil. Debris from edging is to be removed from beds where applicable. If deemed necessary, a pre-emergent herbicide
may be applied to the soil to inhibit the growth of future weeds.

Organically maintained gardens shall not receive any pre-emergent herbicides. Mulch in excess of 4" will be removed from he bed areas. SPECIAL CARE shall be taken in the mulching operation not to over-mulch or cover the base of trees and shrubs. This can be detrimental to the health of the plants.

All beds shall be weeded on a continuous basis throughout the growing season to maintain a neat appearance at all times.

Pre-emergent (soil-applied) and post-emergent (foliar-applied) herbicides shall be used where and when applicable and in

#### INSECT & DISEASE CONTROL: TREES, SHRUBS & GROUNDCOVER

The maintenance contractor shall be responsible for monitoring the landscape site on a regular basis. The monitoring frequency shall be monthly except for growing season, which will be every other week. Trained personnel shall monitor for plant damaging insect activity, plant pathogenic diseases and potential cultural problems in the landscape. The pest or cultural problem will be identified under the supervision of the contractor.

For plant damaging insects and mites identified in the landscape, the contractor shall consult and follow the

If the contractor notes an especially insect-or disease-prone plant species in the landscape, he/she will suggest replacement with a more pest-resistant cultivar or species that is consistent with the intent of the landscape design.

NOTE: For identification of plant-damaging insects and mites, a reference textbook that can be used is Insects that feed on Trees and Shrubs by Johnson and Lyon, Comstock Publishing Associates. For plan pathogenic diseases, two references are suggested: Scouling and Controlling Woody Ornamental Diseases in Landscapes and Nurseries, authorized by Gary Moorman, published by Penn State College of Agricultural Sciences, and Diseases of Trees and Shrubs by Sinclair and

ontractor shall remove trash from all shrub and groundcover beds with each visit

All fallen leaves shall be removed from the site in November and once in December. If requested by the owner, the naintenance contractor, at an additional cost to the owner shall perform supplemental leaf removals.

#### The project shall receive a general clean-up once during each of the winter months, i.e., January, February, and March,

- Clean-up includes:
   Cleaning curbs and parking areas
   Removing all trash and unwanted debris
   Turning mulch where necessary
   Inspection of grounds

#### SEASONAL COLOR: PERENNIALS, ANNUALS, AND BULBS

illation of perennials, annuals, and bulbs, unless specified herein, shall be reviewed with the owner, and, if accepted, and billed to the owner.

#### SEASONAL COLOR MAINTENANCE

#### Perennialization of Bulbs:

- After flowering, cut off spent flower heads.

  Allow leaves of daffodils and hyacinths to remain for six weeks after flowers have faded. Cut off at base.
- Allow leaves of other bulbs to yellow naturally and then cut off at base.
- Allow leaves or other buils to yellow naturally and men cut off at loase.

  Apply fertilizer after flowering in spring, possibly again in fall, Apply 10-10-10 at the rate of 2 pounds per 1000 square feet or top-dress with compost 1" deep. Fall fertilization with a bulb fertilizer or mulching with 1" of compost is optional.

Bulbs: Remove the entire plant and bulb after flowers have faded or at the direction of the owner and install new

- Bulbs: Remove the entire plant and bulb after flowers have faded or at the direction of the owner and install new plants if included in contract.

  Summer Annuals or Fall Plants:

  A. Dead heading: Pinch and remove dead flowers on annuals as necessary.

  B. Fertilizing Summer Annuals: Fertilize using one or two methods: Apply a slow-release fertilizer in May following manufacturer's recommendations. A booster such as 10-10-10 may be necessary in late summer.

  Or, apply liquid fertilizations of 20-20-20 water-soluble fertilizers, not to exceed 2 pounds of 20-20-20 per 100 gallons of water, monthly; or mulch with compost 1" deep.

  C. Removal: If fall plants are to be installed, summer annuals shall be left in the ground until the first killing frost and the stream of the plants are of the installed, summer annuals shall be left in the ground until the first killing frost
- and then removed, unless otherwise directed by the owner.

- After initial installation, if a time-released fertilizer has been incorporated during plant installation, no more fertilizer need be applied the first growing season.
- of following year:

  A. Fertilize perennials with a slow-release fertilizer or any 50% organic fertilizer, or mulch perennials with compost 1" deep.
- B. Cut all deciduous perennials flush to the ground by March 1, if this was not done the previous fall, to allow
- new growth to develop freely.

  C. Mulch the perennial bed once in early spring at 1"-2" depth. If soil is bared in late fall, re-mulch lightly after
- C. Muich the perennial bed once in early spring at 1-2' depth. If soil is bared in late fair, re-munch lightly after ground is frozen to protect perennials.

  D. Inspect for insect or disease problems on perennials. Monitor and control slugs on hostas and ligularias. Powdery mildew on phlox, monardas, and asters can be prevented with properly timed fungicides or use of disease-resistant varieties.

  E. Weed perennial bed as specified in "WEEDING" above.

  F. Prune branching species to increase density. Cut only the flowering stems after blooming. Do not remove the foliane.
- The following fall cut back deteriorating plant parts unless instructed to retain for winter interest, e.g. Sedum Autumn
- Joy and ornamental grasses
- Joy and ornamental grasses.

  Long-term Care:

  A. Divide plants that overcrowd the space provided. Divide according to the species. Some need frequent dividing, e.g. asters and yarrow every two years; other rarely, if ever, e.g. peonies, hostas, and astilbe.

  B. For detailed information regarding the care of specific perennials, refer to All About Perennials by Ortho; Perennials: How to Select, Grow and Enjoy by Pamela Harper and Frederick McSouyt, hy Books Publisher; Herbaceous Perennial Plants: A Treatise on their Identification, Culture and Garden Attributes by Allan Armitage, Stipes Pub LLC.

#### SUMMARY OF MAINTENANCE

#### LAWN MAINTENANCE

- ned annually to determine pH. If pH does not fall within specified range, adjust according to soil
- test recommendations.

  Maintain proper fertility and pH levels of the soil to provide an environment conducive to turf vitality for turf grasses. Mow turf on a regular basis and as season and weather dictates. Remove no more than the top 1/3 of leaf blade Clippings on paved and bed areas will be removed.

  Aerate warm season turf areas to maintain high standards of turf appearance.

  Apply pre-emergent to turf in two applications in early February and early April to extend barrier.

  Apply post emergent as needed to control weeds.

- Apply jost emilegient sa freeded to clinicia weeds.

  Mechanically edge curbs and walks.

  Apply non-selective herbicide, to mulched bed areas and pavement and remove excess runners to maintain clean defined beds.

- TREE, GROUNDCOVER AND SHRUB BED MAINTENANCE
- Prune shrubs, trees and groundcover to encourage healthy growth and create a natural appearance.

  Mulch to be applied in February/March with a half rate in late summer to top dress.

  Apply pre-emergent herbicdes in February and April.

  Manual weed control to maintain clean bed appearance.

  Apply tungfordes and insecticides as needed to control insects and disease.

  Omannenial shrubs, rese and groundcovers to be fertilized three (3) times per year with a balanced material (clanuary/February, AprilMay, and October/November)

  Edge all mulched beds.

  Remove all little and debris.

GENERAL MAINTENANCE Remove all man-made debris, blow edges.

Inspect grounds on a monthly basis and schedule inspection with Unit Operator.

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CONSTRUCTION NOTES
PLANTING DETAILS
LANDSCAPE INSTALLATION AND
MAINTENANCE SPECIFICATIONS

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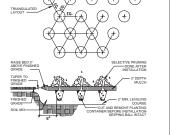
sheet no. L 2.1

Page 91 of 94

L2.1 SCALE: NO SCALE

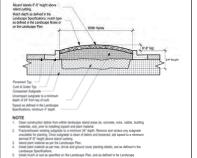
Exhibit F

3 GROUNDCOVER DETAIL



1 TREE PLANTING DETAIL

L2.1 SCALE: NO SCALE

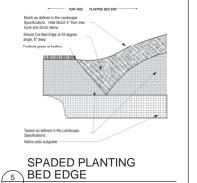


PARKING LOT ISLAND

L2.1 SCALE:

SHRUB PLANTING DETAIL

L2.1 SCALE: NO SCALE



#### **EXHIBIT G**

## UNCONDITIONAL AGREEMENT AND CONSENT

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

**WHEREAS,** Mariner Higgins Centre, LLC ("Applicant") is the owner of the real property located at 1700 W. Higgins Road, which is referred to herein as the ("Subject Property"); and

**WHEREAS,** NexGen Hotels Management, Inc. ("*Co-Applicant*" and together with the Owner, hereinafter referred to as the "*Applicants*") is the contract purchaser of the 1700 W. Higgins Road; and

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

**WHEREAS,** in 2019, the City Council adopted Ordinance Z-9-19 approving a conditional use for a local alternative sign regulation ("*LASR*"), tentative plat of subdivision, map amendment, and preliminary planned unit development (collectively, the "*Preliminary PUD*"); and

WHEREAS, on August 19, 2019, the City Council adopted, Ordinance Z-21-19, approving a conditional use for final planned unit development ("Final Planned Unit Development"), a final plat of subdivision ("Final Plat"), and major variations ("Variations") for the Subject Property to allow the redevelopment of the existing office building development, which includes a 139,000 square foot office building ("Office Building") and multiple parking lots totaling 358 outdoor spaces and indoor parking lots totaling 28-spaces ("Parking Lots") (collectively, the Final Planned Unit Development, the Final Plat, and the LASR are the "2019 Approvals"); and

WHEREAS, on September 20, 2021, the City Council adopted, Ordinance Z-44-21, approving a major change to a final planned unit development ("Amended Final Planned Unit Development"), a final plat of subdivision ("Final Plat"), and major variations ("Variations") for the Subject Property to allow for (i) the construction of a 64,760 square foot, four-story, 107-room hotel ("Hotel"); and (ii) stormwater detention facilities ("Stormwater Improvements") in place of the previously approved surface parking lot/bridge over Willow Creek (collectively, the Major Change to a Final Planned Unit Development, the Final Plat, and the LASR are the "2021 Approvals") (collectively, the 2019 Approvals and 2021 Approvals are the ("Initial Approvals"); and

**WHEREAS,** to date, the Subject Property has not been redeveloped in accordance with the Initial Approvals; and

**WHEREAS**, the Applicants now propose to once again alter the original redevelopment plan for the Subject Property previously approved under Ordinance Z-44-21 to instead allow for (i) the construction of a 64,760 square foot, four-story, 107-room hotel ("*Hotel*"); and (ii) stormwater detention facilities ("*Stormwater Improvements*") exclusively for the proposed hotel lot (collectively, "*Proposed Improvements*"); and

Exhibit G Page 92 of 94

**WHEREAS**, the Proposed Improvements constitute a major change to the Planned Unit Development approved by Ordinances Z-9-19, Z-21-19, and Z-44-21 pursuant to Section 12-3-5.G.1 of the Des Plaines Zoning Ordinance of 1998, as amended ("*Major Amendment*"); and

**WHEREAS,** the Applicants, through their agent Mark Rogers of Liston & Tsantilis Law Office (collectively with the Applicants, the "*Petitioner*"), has applied to the City of Des Plaines for approval of the Major Amendment to the PUD Approvals to allow for Proposed Improvements on the Subject Property ("*Requested Relief*"); and

**WHEREAS,** Ordinance No. Z-39-22 adopted by the City Council of the City of Des Plaines on \_\_\_\_\_\_ ("Ordinance"), repeals the Initial Approvals and grants approval of the Requested Relief, subject to certain conditions; and

**WHEREAS,** the Applicants desire 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 the Ordinance, and the Applicants desire to evidence their consent to recording the Ordinance against the Subject Property;

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

- 1. The Applicants shall, and does hereby, unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-39-22, adopted by the City Council on \_\_\_\_\_\_.
- 2. The Applicants acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Applicants against damage or injury of any kind and at any time.
- 3. The Applicants 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 124-7 of the City's Zoning Ordinance are followed.
- 4. The Applicants agree to and do hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by the Applicants of their obligations under this Unconditional Agreement and Consent.

Exhibit G Page 93 of 94

5. The Applicants shall, and do hereby agree 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.

MARINER HIGGINS CENTRE, LLC

# SUBSCRIBED and SWORN to before me this \_\_\_\_\_\_day of \_\_\_\_\_\_. Notary Public ATTEST: NEXGEN HOTELS MANAGEMENT, INC. By:\_\_\_\_\_\_\_ SUBSCRIBED and SWORN to before me this \_\_\_\_\_\_day of \_\_\_\_\_\_, 2023. Its:\_\_\_\_\_\_\_

Notary Public

Exhibit G Page 94 of 94



# COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

## **MEMORANDUM**

Date: December 9, 2022

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community & Economic Development (CED)

Samantha Redman, Associate Planner 50%

Subject: Zoning Text Amendments Regarding Definition of "Park"

**Issue:** Consideration a text amendment to the Zoning Ordinance to revise the term "Park" in Section 12-13-3 to remove the expressed requirement for ownership.

PIN: Citywide

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

Case Number: #22-050-TA

**Project Summary:** The City of Des Plaines is applying for zoning text amendments to facilitate

development and redevelopment of existing and future recreational space

within the City.

## **Background**

The current definition of "Park" in Section 12-13-3 defines and provides an overview of the typical uses for parks, including any accessory uses. The definition also states a park must be owned by one of three public entities to be classified as a park. The definition states:

"A City, park district, or County owned public recreation facility which may be improved with a combination of active recreation areas such as field game areas, court game areas, crafts, playground apparatus, passive recreation areas, such as picnicking, and/or other facilities, such as swimming pools, recreation centers, and on site parking. Concession sales, indoor and outdoor art, craft, and plant shows, exhibits, and sales, and temporary or seasonal tree sales are considered accessory uses for parks of over five (5) acres in size."

The origin of this definition is Ordinance Z-7-13, part of a series of text amendments to update definitions and use matrices to better "reflect responsible development patterns." Several commercial recreational uses are newly defined within Ordinance Z-7-13 alongside "parks," and the City's intent in adding the definitions was to distinguish between commercial and non-commercial recreational uses. "Indoor commercial

<sup>&</sup>lt;sup>1</sup> City Council Staff Report for May 1, 2013 Meeting - Zoning Ordinance Text Amendments, Case #12-072-TA, page 2.

recreation" and "outdoor commercial recreation" are somewhat similar to "park,", but the former terms identify the uses as operating on a commercial or membership basis. To draw an especially sharp distinction at the time between a commercial activity intended primarily to make money and non-commercial use simply open to the public for recreation, the "Park" definition was written to be "...City, park district, or County owned...."

Parks are permitted by right in the majority of zoning districts, including all residential districts, the mobile home park district, most commercial districts, and the institutional district. No specific standards exist within the Zoning Ordinance about park design or other City expectations (i.e, what are the different types of parks, who or what area are they intended to serve, etc.). In fact, this guidance exists in the Subdivision Regulations, Section 13-4-2, which requires the dedication of park land for residential developments or subdivisions with more than fifteen (15) dwelling units or payment of a fee in lieu. Most residential development subject to these requirements is completed by private developers.

Section 13-4-2 lists the amount of land required for dedication and depends on the estimated number of people generated by a proposed development. The "service area" of the park is matched to the required size and type of park; a service area is the area intended to be served by park or recreational purposes. For example, a 15-unit development that is estimated to generate 2.5 residents per unit (a total of 38 residents) would require 0.21 acres of recreation area, which would serve a half-mile radius surrounding the new park or recreational space. The table below appears in Section 13-4-2.A and outlines the types of recreation areas and requirements.

Types Of Recreation Area	Size Range	Service Area	Minimum Acres Per
		(Approximate Distance)	1,000
Neighborhood playground	1,200 - 4,000 sq. ft. +/-	0.5 mile	5.5 acres/1,000
Open space	0.2 - 4.5 acres	0.5 mile	5.5 acres/1,000
Mini park	0.15 - 1.0 acre	0.5 mile	5.5 acres/1,000
Neighborhood park	0.5 - 5 acres	2 miles	5.5 acres/1,000
Community park	5.0 - 75 acres	Citywide	5.5 acres/1,000

New developments may dedicate, or formally transfer land, to the City or a park district to meet these requirements; however, implementing the dedication in this way ultimately adds another facility requiring maintenance to the City or a park district. An unintended consequence of limiting ownership in the current park definition to public entities only is the prohibition of the development and long-term maintenance of parks for public access and benefit. An increasingly common trend in the last two decades is public-private partnerships or private ownership of park facilities within cities.<sup>2</sup> This trend shifts the burden of construction and maintenance of public spaces away from municipalities and park districts to developers, who are either required to or keen to provide an amenity to residents or tenants of their development as well as those neighbors nearby. Further, holding smaller "pocket parks" can be challenging for park districts in many communities because these spaces require maintenance but often are not large enough to provide an opportunity for robust programming.

# **Examples in Other Municipalities and Maintaining Public Access**

Staff initiated a survey of the Northwest Municipal Conference (NWMC) in October 2022. The survey received fourteen (14) responses from municipalities in the north and northwest Chicago suburbs about standards for parks in their zoning ordinances. Of the 14 responses, only three did not allow for private ownership of publicly accessible parks. The remainder either explicitly allowed for parks to be owned by a private entity, did not specify ownership, or did not include a definition of park in their zoning ordinance.

<sup>&</sup>lt;sup>2</sup> Nemeth, J., & Schmidt, S. (2011). The privatization of public space: modeling and measuring. *Environment and Planning B: Planning and Design*, page 7. Accessible at: <a href="https://doi.org/10.1068/b36057">https://doi.org/10.1068/b36057</a>

Examples from these municipalities were used to shape the suggested revisions to the park definition. An important consideration during the revision process was maintaining the intent of the original park definition to provide *public* access to recreational facilities. Urban parks are a vital public good benefitting the quality of life, environment, economic value, and aesthetics of communities. However, maintaining public access to parks does not necessitate ownership by public entities; legal instruments such as recorded permanent easements and development agreements – which are binding on both a developer at the time of completing a project and any successors in title – can establish a framework where the space must be open to the public but the maintenance and programming expenses lies with a private property owner. The proposed revisions to the definition maintain public access by requiring any park to maintain land for "the general public."

## **Summary of Proposed Amendments**

The proposed amendment to the park definition, included below, was shaped by staff analysis of the current Zoning Ordinance and trends in other cities and similar municipalities, as discussed above. Additions are **bold**, **double-underline**. Deletions are struck through. Amended sections are provided with some surrounding, unamended text for context.

PARK: A City, park district, or County owned public recreation tract of land dedicated to, set aside, and maintained for recreational use by the general public facility which may be improved and may include, without limitation, with a combination, of active recreation areas such as field game areas, court game areas, crafts, playground apparatus; passive recreation areas, such as turf, trees, and picnicking areas; and/or other facilities, such as swimming pools and, recreation centers, and on site parking. Concession sales, indoor and outdoor art, craft, and plant shows, exhibits, and sales, and temporary or seasonal tree sales are considered accessory uses for parks of over five (5) acres in size."

# PZB Recommendation and Findings of Fact:

The Planning and Zoning Board (PZB) held a public hearing on November 22, 2022 and recommended approval 5-1 of the amendment to the definition of park in Section 12-13-3. The amendment is incorporated in attached Ordinance Z-40-22. Rationale that serves as justification on the standards for text amendments (Section 12-3-7.E of the Zoning Ordinance) is included with the attached excerpt of the November 22, 2022 meeting minutes. Note the case heard by the PZB combined this text amendment with a related text amendment to the parking requirements for parks. The two amendments have been divided into separate ordinances for City Council consideration.

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

#### **Attachments:**

Attachment 1: Summary of NWMC Results

Attachment 2: Chairman Szabo Memo

Attachment 3: Excerpt of Draft Minutes from the PZB Meeting of November 22, 2022

#### **Ordinance**

Z-40-22

# **Northwest Municipal Conference Survey Results**

Date of Results: October 25, 2022

# Private Park Allowed or Definition Does Not Differentiate Between Private/Public

Municipality	Yes/No
Arlington Heights	No
Deerfield	Yes
Evanston	Yes
Grayslake	Yes
Libertyviille	Yes
Lincolnwood	No
Morton Grove	Yes
Niles	Yes
Park Ridge	Yes
Rolling Meadows	No
Schaumburg	Yes
Streamwood	Yes
Wheeling	Yes
Wilmette	Yes

Attachment 1 Page 4 of 16



# COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

November 23, 2022

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

Subject: Planning and Zoning Board, Zoning Text Amendments, Case # 22-050-TA

**RE:** Consideration of Zoning Text Amendments Regarding Definition of "Park" and Associated Off-

Street Parking Requirement

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on November 23, 2022 to consider text amendment requests to the Zoning Ordinance to: (i) revise the term "Park" in Section 12-13-3 to allow for private ownership and (ii) amend the off-street parking requirement in Section 12-9-7 for "Parks-outdoor" to reduce the amount of parking required for parks that are one acre or less.

- 1. Staff, on behalf of the City, presented the background and rationale of the amendments, including the existing regulations for parks, background on the topic of private parks and parking requirements, and analysis completed to arrive at the final amendments including a parking inventory and comparison of park standards with other suburban municipalities near Des Plaines.
- 2. The PZB asked staff about the objective for the private park definition and several questions related to who will maintain the park and ensure safety for attendees. Staff provided information on the reasoning for private parks (to reduce strain on municipal resources), discussing how the parks would be maintained by a private developer and maintenance and liability insurance will be their responsibility rather than the City or Park District. The PZB discussed how enforcement would occur for all the maintenance and staff stated Code Enforcement would be responsible for citing any violations. PZB Member Fowler requested the board create two motions to vote on, one motion for the amendment to the definition in 12-13-3 and one motion for the amendments to the parking requirement in Section 12-9-7.
- 3. No members of the public spoke on this request.
- 4. For motion one for Section 12-13-3 for the definition of "park", the Planning and Zoning Board *recommended* (5-1) that the City Council *approve* of the requested text amendment as written in the staff report. For motion two for Section 12-9-7 for the parking requirements of parks, the Planning and Zoning Board *recommended* (6-0) that the City Council *approve* of the requested text amendment as written in the staff report.

Respectfully submitted,

James Szabo

Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

Attachment 2 Page 5 of 16

1700 Higgins Road

Final Planned Unit Development, Variation, Final Plat of Subdivision, Text Amendment

Text Amendment

Case 22-050-TA Citywide



2. Address: Citywide Case Number: 22-050-TA

The petitioner is requesting text amendments to the Zoning Ordinance related to privately or publicly owned parks, public open space and/or recreational facilities, related off-street parking requirements, and any other amendments or relief as may be necessary.

**PIN:** Citywide

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

Case Number: #22-050-TA

**Project Summary:** The City of Des Plaines is applying for zoning text amendments to

facilitate development and re-development of existing and future

recreational space within the City.

## **Background**

The current definition of "Park" in Section 12-13-3 defines and provides an overview of the typical uses for parks, including any accessory uses. The definition also states a park must be owned by one of three public entities to be classified as a park. The definition states:

"A City, park district, or County owned public recreation facility which may be improved with a combination of active recreation areas such as field game areas, court game areas, crafts, playground apparatus, passive recreation areas, such as picnicking, and/or other facilities, such as swimming pools, recreation centers, and on site parking. Concession sales, indoor and outdoor art, craft, and plant shows, exhibits, and sales, and temporary or seasonal tree sales are considered accessory uses for parks of over five (5) acres in size."

The origin of this definition is Ordinance Z-7-13, part of a series of text amendments to the Zoning Ordinance in 2013 to update definitions and use matrices to better "reflect responsible development patterns." Several commercial recreational uses are newly defined within Ordinance Z-7-13 alongside "parks," and the City's intent in adding the definitions was to distinguish between commercial and non-commercial recreational uses. "Indoor commercial recreation" and "outdoor commercial recreation" are similar to "park,", but they identify the uses

<sup>1</sup> City Council Staff Report for May 1, 2013 Meeting - Zoning Ordinance Text Amendments, Case #12-072-TA, page 2.

Attachment 3 Page 6 of 16

Case 22-050-TA

Citywide

as operating on a commercial or membership basis. To draw a sharp distinction at the time, the "Park" definition included the requirement to be "...City, park district, or County owned...."

Parks are permitted by right in the majority of zoning districts, including all residential districts, the mobile home park district, most commercial districts, and the institutional district. No specific standards exist within the Zoning Ordinance about park design or other City expectations. This guidance exists in Section 13-4-2 of the Subdivision Regulations, which require the dedication of park land for residential developments or subdivisions with more than fifteen (15) dwelling units, or payment of fee in lieu. Most residential development subject to these requirements is completed by private developers.

Section 13-4-2 lists the amount of land required for dedication and depends on the estimated number of people generated by a proposed development. The "service area" of the park is matched to the required size and type of park; a service area is the area intended to be served by park or recreational purposes. For example, a 15-unit development that is estimated to generate 2.5 residents per unit (a total of 38 residents) would require 0.21 acres of recreation area, which would serve a half-mile radius surrounding the new park or recreational space. The table below appears in Section 13-4-2.A and outlines the types of recreation areas and requirements.

Types Of Recreation Area	Size Range	Service Area (Approximate Distance)	Minimum Acres Per 1,000
Neighborhood playground	1,200 - 4,000 sq. ft. +/-	0.5 mile	5.5 acres/1,000
Open space	0.2 - 4.5 acres	0.5 mile	5.5 acres/1,000
Mini park	0.15 - 1.0 acre	0.5 mile	5.5 acres/1,000
Neighborhood park	0.5 - 5 acres	2 miles	5.5 acres/1,000
Community park	5.0 - 75 acres	Citywide	5.5 acres/1,000

New developments may dedicate land to the city or park district to meet these requirements; however, this practice adds another facility requiring maintenance to the City or park district. An unintended consequence of limiting ownership in the current park definition to public entities is the prohibition of private and non-profit development and maintenance of parks for public access and benefit. An increasingly common trend in the last two decades is public-private partnerships or private ownership of park facilities within cities.<sup>2</sup> This trend shifts the burden of construction

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<sup>&</sup>lt;sup>2</sup> Nemeth, J., & Schmidt, S. (2011). The privatization of public space: modeling and measuring. *Environment and Planning B: Planning and Design*, page 7.

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Citywide

Text Amendment

and maintenance of public spaces away from municipalities and park districts to developers either required to or keen to provide services to residents or tenants of their development. Smaller "pocket parks" may be challenging for park districts in many communities because these spaces require maintenance, but often are not large enough to provide an opportunity to build or provide robust programming.

## **Off-Street Parking Requirement**

The off-street parking requirement for parks made its first appearance in the original 1998 Zoning Ordinance, preceding the definition of "park." The requirement has remained unchanged since 1998 – a minimum of 2 spaces, plus 1 space for every ½ acre of park space is required for any outdoor park. However, an analysis of 50 parks and green spaces within the city (attached) has revealed 30 did not contain any off-street parking. Smaller parks within residential neighborhoods did not contain any off-street parking. In fact, no parks one acre or less in size contained off-street parking.

Pursuant to Section 13-4-2, new park spaces of one acre or less are projected to have a service area of 0.5 miles. For the average person, this is an 8-15-minute walk.<sup>3</sup>; It is unlikely an individual would drive this distance for outdoor recreation instead of walking or riding a bike. If it is assumed smaller parks one acre or less in size are intended for pedestrians within the 0.5 mile service area, off-street parking is unnecessary. Neighborhood or pocket parks are intended to be enjoyed by the surrounding community rather than be a regional or communitywide destination that would necessitate a visitor driving to the park. This position is further supported by the existing land patterns of parks within the city, with no existing parks one acre or less containing off-street parking areas.

The current requirement also places a burden on any future redevelopment of existing parks. Pursuant to Section 12-5-5.E, existing parks not meeting the parking requirement are not required to come into conformance, but any expansion or enlargement of the park would require the site to follow all applicable parking requirements in Section 12, Chapter 9. Most smaller parks would not have space to accommodate the required parking and would require a reduction in usable park area and/or greenspace. Examples of these smaller parks, including photos and the service area per Section 13-4-2 is included as an attachment.

Revisions to the off-street parking requirements for parks are proposed below. Staff suggests eliminating parking requirements for parks one acre or less in size.

# Examples in Other Municipalities and Maintaining Public Access

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<sup>&</sup>lt;sup>3</sup> Bohannon, R. W. (1997). Comfortable and maximum walking speeds of adults aged 20-79 years: reference values and determinants. *Age and Ageing*, page 17.

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A survey of the Northwest Municipal Conference (NWMC) in October 2022 received fourteen (14) responses from municipalities in the north and northwest suburbs of Chicago about standards for parks in their zoning ordinances. Of the 14 responses, only three did not allow for private ownership of publicly accessible parks. The remainder either explicitly allowed for private parks, did not specify ownership in the definition or did not include a definition of park in their zoning ordinance. The municipalities also provided information on parking – of the 14 surveyed, four required off-street parking for parks and 11 did not.

Examples from these municipalities were used to shape the suggest revisions to the park definition. An important consideration during the revision process was maintaining the intent of the original park definition to provide *public* access to recreational facilities. Urban parks are a vital public good benefitting the quality of life, environment, economic value, and aesthetics of communities. However, maintaining public access to parks does not necessitate ownership by public entities; legal instruments such as recorded permanent easements and development agreements can establish a framework where the space must be open to the public but the maintenance and programming expenses lies with a private property owner. The proposed revisions to the definition maintain public access by requiring any park to maintain land for "the general public."

## **Proposed Amendments**

Amendments to the park definition and the parking requirements are suggested, shaped by staff analysis of the current Zoning Ordinance, existing park design, and trends in other cities and similar municipalities, as discussed above. Additions are **bold**, **double-underline**. Deletions are struck through. Amended sections are provided with some surrounding, unamended text for contex.

#### **Section 12-13-3: DEFINITION OF TERMS**

"PARK: A City, park district, or County owned public recreation tract of land dedicated to, set aside, and maintained for recreational purposes of the general public facility which may be improved and may include, without limitation, with a combination, of active recreation areas such as field game areas, court game areas, crafts, playground apparatus, passive recreation areas, such as turf and trees, picnicking, and/or other facilities, such as swimming pools and, recreation centers on site parking. Concession sales, indoor and outdoor art, craft, and plant shows, exhibits, and sales, and temporary or seasonal tree sales are considered accessory uses for parks of over five (5) acres in size."

## **Section 12-9-7: OFF STREET PARKING REQUIREMENTS**

Parks – Outdoor <sup>3</sup>	A minimum of 2 spaces, plus 1 space for every ½ acre

3. No off-street parking is required for parks one acre or less in size.

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Text Amendment

## **Standards for Text Amendments:**

The following is a discussion of standards for zoning amendments from Section 12-3-7.E of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided. The PZB may use the statements below as its rationale or adopt its own.

1. Whether the proposed amendments are consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the City Council;

Incorporating parks and open space is one of the overarching principles of the Comprehensive Plan and its goal is to "promote recreational facilities to boost the local economy"<sup>4</sup>. In fact, the plan discusses creating additional small-scale, pocket parks on underutilized or vacant lands<sup>5</sup>. The amendments provide additional flexibility for the development and ownership of parks and maximize the amount of usable recreation or greenspace by eliminating parking requirements on properties of one acre or less, which are likely to face space constraints if forced to accommodate paved off-street parking spaces.

PZB Modifications (if any):		
\	 	 

2. Whether the proposed amendments are compatible with current conditions and the overall character of existing development.

Amendments to the park definition would create flexibility in the entities developing park spaces within the city, while maintaining the intent of the original definition of requiring public access. The definition allows for the private or non-profit development and long-term ownership and maintenance of parks, reducing the obligation for public entities.

As discussed within this staff report, no existing small parks (one acre or less in size) contain off-street parking. Eliminating this parking requirement matches existing conditions, allowing for the continued development of recreation spaces on smaller parcels and allowing the redevelopment of existing parks to continue to offer the same amount of usable park space without requiring the construction of parking areas on space-constrained properties.

PZB Modifications	(if any):	
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3. Whether the proposed amendments are appropriate considering the adequacy of public facilities and services available;

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<sup>&</sup>lt;sup>4</sup> Des Plaines Comprehensive Plan (2019), page 27

<sup>&</sup>lt;sup>5</sup> Des Plaines Comprehensive Plan (2019), page 8

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The revised definition of parks will allow for the development of additional recreational and green spaces, without burdening existing city and park district resources. Private and non-profit entities would be provided the opportunity to develop and maintain these areas, contributing to the inventory of park spaces for existing and future residents without creating strain on existing

entities would be provided the opportunity to develop and maintain these areas, contributing to the inventory of park spaces for existing and future residents without creating strain on existing public facilities and services. The revised parking requirement will have no effect on public facilities and services.

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

The proposed amendments are likely to increase the inventory of parks available to the community. Research on urban parks has demonstrated a positive effect on property values for areas surrounding park spaces, with property buyers consistently willing to pay a larger amount for property close to parks and open space<sup>6</sup>. Amendment to the parking requirements would increase the amount of usable recreation and greenspace within new parks and maintain it when existing parks are re-developed.

PZB Modifications (if any):			

# 5. Whether the proposed amendments reflect responsible standards for development and growth.

Parks are an essential component to a healthy, vibrant community and support the economic vitality of the city by increasing property values and appeal to businesses seeking attractive environments for employees and customers. The amendments will increase both the inventory of parks and the quality of parks; revising the definition is anticipated to increase the number of parks available and promote more usable recreation and greenspace rather than requiring the paving of surfaces to accommodate off-street parking spaces.

**PZB Procedure and Recommended Conditions:** Under Section 12-3-7 of the Zoning Ordinance, the PZB has the authority to recommend that the City Council approve, approve with modifications, or deny the above-mentioned amendments. City Council has final authority on the proposal.

#### **Attachments:**

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<sup>&</sup>lt;sup>6</sup> Kolimenakis, A., Solomou, D. A., & Proutsos, N. (2021). The Socioeconomic Welfare of Urban Green Areas and Parks; A Literature Review of Available Evidence. *Sustainability*, 20.

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Attachment 1: Example Parks without Off-Street Parking and Maps with Service Areas

Attachment 2: Parking Inventory of Des Plaines Parks

Attachment 3: Summary of NWMC Results

Samantha Redman, Associate Planner went over the staff report which includes the information and explanation of the Text Amendment. Ms. Redman went over the PowerPoint presentation which gave a current definition of "Park" in Section 12-13-3. Ms. Redman went over the park requirements table. Most of the parks in Des Plaines to not meet the parking requirements. Ms. Redman explained the off-street parking requirements and park regulations. 30 of the 50 small parks would not meet the parking requirements. Examples of Des Plaines parks were shown.

Ms. Redman discussed a survey provided by the Northwest Municipal Conference. The survey results show that, of the municipalities that responded, 11 of the 14 allow private parks and 10 of the 14 municipalities do not have parking requirements.

Staff is suggesting an amended park definition to remove the ownership part of the definition. Ms. Redman read the suggested revised definition, emphasizing the removal of the ownership component and emphasized the importance of the "maintained for the recreational use of the general public" section. The intent of the amendment is for parks to continue to serve as a resource available to the public.

Staff also suggests an amendment to the off-street parking requirements to not require parking for parks that are 1 acre or less in size. This suggestion is supported by the existing land pattern of the city; Ms. Redman discussed the analysis that determined no parks under 1 acre contain off-street parking spaces. The amendment is also supported by other neighboring municipalities who have similar or less restrictive requirements for parks.

Member Fowler asked who would be responsible for the maintaining the park?

John Carlisle stated that the maintenance, equipment, repair, and replacement would be covered by the private entity.

Member Hofherr stated that in their experience generally a privately owned lot like this handles any problems before having to go to a notice of violation.

Member Weaver- In larger cities the Friends of the Park take care of the smaller parks and it helpful and welcomed by the municipalities. Also, just to clarify -a s long as the current parks have no major changes then they can continue the way they are?

Ms. Redman stated that yes, a non-conforming use section in our zoning ordinance states the parks can continue to exist without any changes, unless there are expansions or other substantial changes to the park, then off-street parking would need to be provided.

Member Fowler – How would someone know a private park is open to the public?

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Ms. Redman stated that they would need to make sure there were no gates, other restrictions to public access. We would make sure the park went through a zoning review that would show access to the park before we approve and allow them to construct.

A motion was made by Board Member Weaver, seconded by Board Member Saletnik to recommend, and amend text amendments to the Zoning Ordinance: 12-13-3 as proposed in the staff memo.

AYES: Weaver, Saletnik, Hofherr, Veremis, Szabo

NAYES: Fowler ABSTAIN: None

\*\*\*MOTION CARRIES \*\*

A motion was made by Board Member Weaver, seconded by Board Member Fowler to recommend, and amend text amendments to the Zoning Ordinance 12-9-7 regarding street parking:

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

NAYES: None ABSTAIN: None

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

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#### **CITY OF DES PLAINES**

#### **ORDINANCE Z - 40 - 22**

# AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING THE DEFINITION OF "PARK".

- **WHEREAS**, the City is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and
- WHEREAS, the "Des Plaines Zoning Ordinance of 1998," as amended ("Zoning Ordinance"), is codified as Title 12 of the City Code of the City of Des Plaines ("City Code"); and
- WHEREAS, after a review of the Zoning Ordinance, City staff proposes to amend: (i) Section 12-13-3 the Zoning Ordinance to revise the definition of the term "Park" ("Proposed Amendment"); and
- **WHEREAS,** a public hearing by the Planning and Zoning Board ("PZB") to consider the Proposed Amendment was duly advertised in the Des Plaines Journal on November 2, 2022, and held on November 22, 2022; and
  - WHEREAS, the PZB voted 5-1 to recommend approval of the Proposed Amendment; and
- **WHEREAS**, the PZB forwarded its recommendations in writing to the City Council on November 23, 2022; and
- **WHEREAS,** the City Council has considered the factors set forth in Section 12-3-7.E, titled "Standards for Amendments," of the Zoning Ordinance; and
- WHEREAS, the City Council has determined that it is in the best interest of the City to adopt the Proposed Amendment and amend the Zoning Ordinance as set forth in this Ordinance;
- **NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:
- **SECTION 1. RECITALS.** The recitals set forth above are incorporated herein by reference and made a part hereof.
- **SECTION 2. FINDING OF COMPLIANCE.** The City Council finds that consideration of the Text Amendments complies with the provisions of Section 12-3-7 of Zoning Ordinance.
- **SECTION 3. DEFINITION OF TERMS.** Section 12-13-3, titled "Definition of Terms," of Chapter 13 titled, "Definitions," of the Zoning Ordinance is hereby amended to read as follows:

{00129558.1}

#### "12-13-3: DEFINITION OF TERMS:

\* \* \*

PARK: A City, park district, or County owned public recreation tract of land dedicated to, set aside, and maintained for recreational use by the general public facility which may be improved and may include, without limitation, with a combination, of active recreation areas such as field game areas, court game areas, crafts, playground apparatus; passive recreation areas, such as turf, trees, and picnicking areas; and/or other facilities, such as swimming pools and, recreation centers, and on site parking. Concession sales, indoor and outdoor art, craft, and plant shows, exhibits, and sales, and temporary or seasonal tree sales are considered accessory uses for parks of over five (5) acres in size."

\* \* \* \*\*

**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.

[SIGNATURE PAGE FOLLOWS]

	PASSEI	<b>)</b> this	_ day of		_, 2022.		
	APPRO	<b>VED</b> this	day of		, 2022.		
	VOTE:	Ayes	Nays	Absent	_		
ATTEST:					MAYOR		
CITY CLE	RK						
Published in pamphlet form this day of, 2022.			2.	Approved as to form:			
CITY CLE	RK			Peter M Fr	iedman General Counsel		

DP-Ordinance Amending the Zoning Ordinance Regarding Definition of "Park"



# COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

## **MEMORANDUM**

Date: December 9, 2022

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community & Economic Development (CED)

Samantha Redman, Associate Planner 50%

Subject: Zoning Text Amendment Regarding Off-Street Parking Requirement for Parks

**Issue:** Consideration of a text amendment to Zoning Ordinance to reduce the amount of parking required for parks that are one acre or less.

PIN: Citywide

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

Case Number: #22-050-TA

**Project Summary:** The City of Des Plaines is applying for zoning text amendments to facilitate

development and redevelopment of existing and future recreational space

within the City.

## **Background**

The off-street parking requirement for parks – listed as "Parks – outdoor" – made its first appearance in the original 1998 Zoning Ordinance, preceding the definition of "park." The requirement has remained unchanged since 1998 – a minimum of 2 spaces, plus 1 space for every ½ acre of park space is required for *any* outdoor park. However, an analysis of 50 existing parks and green spaces within the city (attached) has revealed 30 do not contain any off-street parking. In fact, no parks of any type that are one acre or less in Des Plaines contain off-street parking, and in general, these are smaller parks within or adjacent to residential neighborhoods.

Within City Code the Subdivision Regulations (Section 13-4-2) set an expectation that park spaces of one acre or less have a service area of 0.5 miles. For the average person, this is an 8-15-minute walk. It is unlikely an individual would drive this distance for outdoor recreation instead of walking or riding a bike. Further, if it is assumed smaller parks one acre or less in size are intended for pedestrians within the 0.5-mile service area, off-street parking is unnecessary. Small neighborhood or pocket parks are intended to be enjoyed by the surrounding neighborhood rather serve as a regional or communitywide destination.

<sup>&</sup>lt;sup>1</sup> Bohannon, R. W. (1997). Comfortable and maximum walking speeds of adults aged 20-79 years: reference values and determinants. *Age and Ageing*, page 17. Accessible at: https://doi.org/10.1093/ageing/26.1.15

The current requirement also places a burden on any future redevelopment of existing parks. Pursuant to Section 12-5-5.E, existing parks not meeting the parking requirement are nonconforming. While they are not required to come into conformance, any expansion, enlargement, or increase in activity of the park (i.e., adding programming, equipment, etc.) would require the site to follow all applicable parking requirements—or be granted a variation. Most smaller parks would not have space to accommodate the required parking and would require a reduction in usable park area and/or green space. Examples of these smaller parks, including photos and the service area per Section 13-4-2, are included as an attachment.

Revisions to the off-street parking requirements for parks are proposed below. Staff suggests eliminating parking requirements for parks one acre or less in size.

## **Examples in Other Municipalities**

A survey of the Northwest Municipal Conference (NWMC) in October 2022 received fourteen (14) responses from municipalities in the north and northwest suburbs of Chicago about standards for parks in their zoning ordinances. Of the 14 responses, four required off-street parking for parks and 11 did not. Examples from these municipalities were used to shape the suggest revisions to the park parking definition.

# **Summary of Proposed Amendments**

The proposed amendments to the parking requirements are shaped by staff analysis of the current Zoning Ordinance, existing park design, and trends in other cities and similar municipalities. These amendments are incorporated in attached Ordinance Z-41-22. In summary, they address parking requirement for "Parks – Outdoor" in Section 12-9-7 to add a footnote eliminating the requirement for off-street parking spaces for parks one acre or less in size.

## **PZB Recommendation and Findings of Fact:**

The PZB held a public hearing on November 22, 2022 and voted 6-0 to recommend approval. Rationale that serves as justification on the standards for text amendments (Section 12-3-7.E of the Zoning Ordinance) is included with the attached excerpt of the November 22, 2022 meeting minutes.

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

#### **Attachments:**

Attachment 1: Example Parks without Off-Street Parking and Maps with Service Areas

Attachment 2: Parking Inventory of Des Plaines Parks

Attachment 3: Summary of NWMC Results

Attachment 4: Chairman Szabo Memo

Attachment 5: Excerpt of Draft Minutes from the PZB Meeting of November 22, 2022

#### **Ordinance**

Z-41-22

# **Cherokee Park**

**Size:** 15,921.41 sq ft

Amenities: Playground, basketball court

No off-street parking













Page 3 of 20 **Attachment 1** 

# **Central Park**

**Size:** 68,582.23 sq ft

Amenities: Gazebo, garden

No off-street parking



0.5 Mile Service Area









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# **Paroubeck Park**

**Size:** 6,513.99 sq ft

Amenities: Benches, picnic table

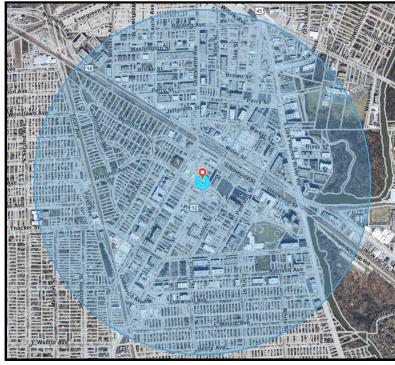
No off-street parking













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# **Parking Inventory of Des Plaines Parks**

Name	Address	Zoning	Size (acre)	Off-Street Parking (Yes/No)
Paroubeck Park	724 Lee St.	C-5	0.15	No
Orchard Court	544 Orchard Ct.	R-1	0.20	No
Yale Court	625 Yale Ct.	R-1	0.32	No
Cherokee Park	1260 White St.	R-1	0.37	No
Winnebago Park	1250 Margret St.	R-1	0.42	No
Jaycee Park	1496 Wicke Ave.	R-1	0.47	No
Sioux Park	500 Clayton Ln	R-1	0.49	No
Teton Park	510 State St	R-1	0.53	No
Kiwanis Park	1700 Lincoln Ave	R-1	0.53	No
North Golf Cul De Sac Park	975 N Golf Cul De Sac	R-1	0.53	No
Menominee Park	440 Laurel Ave	R-4	0.56	No
Hawaii Park	600 N Fifth Ave	R-1	0.69	No
Mckay-Nealis Park	1755 Maple St	R-1	0.69	No
Kutchen Park	450 State St	R-1	0.71	No
Woodlawn Park	875 Woodlawn Ave	R-1	0.76	No
Potowatomie Park	1190 Prairie Ave	R-1	0.90	No
Dimucci-Lowenberg Park	400 N. Radcliffe Ave.	R-1	0.95	No
Westfield Gardens	955 S. Warrington Rd.	R-1	1.28	No
Northshire Park	200 Fletcher Dr	R-1	1.34	No
Central Park	1555 Thacker St.	R-4	1.57	No
Cumberland Terrace	426 S. Warrington Rd.	R-1	1.71	Yes
Apache Park	2100 Pine St.	R-3	1.79	No
Brentwood Park	225 Brentwood Place	R-1	1.80	Yes
Des Plaines Manor Park	198 Fremont Ave.	R-1	1.86	No
Craig Manor Park	800 Madelyn Dr	R-1	1.94	No
Willow Park	1330 Willow Ave	R-1	1.96	No
Cornell Park	175 Ardmore Rd	R-1	1.99	No
Mountain View Adventure Center	510 E Algonquin Rd	I-1	2.07	Yes
Tomahawk Park	350 S Westgate Rd	R-1	2.89	No
Kylemore Greens	1101 Kylemore Dr	R-1	2.91	No
Devonshire Park	160 Windsor Dr	R-1	3.05	Yes
Eaton Field	2975 Craig Dr	R-1	3.60	No
Cheyenne Park	601 N. Wolf Rd.	R-1	3.67	No
Garden Plots	600 Warrington Rd	R-1	3.69	No
Sesquicentennial Park	255 Grove Ave	R-1	4.38	Yes
Blackhawk Park	100 E. Golf Rd.	R-1	4.41	Yes
Iroquois Park	1836 E Touhy Ave	R-1	5.78	Yes
Einstein Park	355 W Walnut Ave	R-1	6.02	Yes
Mystic Waters	2025 Miner St	R-1	6.07	Yes
Chippewa Park	123 Eighth Ave	R-1	7.91	Yes
Seminole Park	3100 Scott St	R-1	9.23	Yes
West Park	651 S. Wolf Rd	R-1	10.34	Yes
Rand Park	2025 Miner St	R-1	11.00	Yes

Attachment 2 Page 6 of 20

# **Parking Inventory of Des Plaines Parks**

Name	Address	Zoning	Size (acre)	Off-Street Parking (Yes/No)
Arndt Park	1990 White St	I-1	12.75	Yes
Majewski Metro Park	251 Wille Rd.	M-2	21.86	Yes
Rosemary S. Argus Friendship Park	395 E Algonquin Rd	R-1	28.73	Yes
Mohawk Park	1400 E Algonquin Rd	R-1	29.06	Yes
Prairie Lakes Park	515 Thacker St	I-1	36.51	Yes
High Ridge Knolls Park	600 Marshall Dr	R-1	40.50	Yes
Lake Park	1012 Touhy Ave.	R-1	73.67	Yes

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### **Northwest Municipal Conference Survey Results**

Date of Results: October 25, 2022

### **Off-Street Parking Required for Parks**

Municipality	Yes/No
Arlington Heights	No
Deerfield	Yes
Evanston	Yes
Grayslake	No
Libertyville	No
Lincolnwood	No
Morton Grove	No
Niles	No
Park Ridge	No
Rolling Meadows	Yes
Schaumburg	No
Streamwood	Yes
Wheeling	No
Wilmette	No

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### COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

November 23, 2022

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

Subject: Planning and Zoning Board, Zoning Text Amendments, Case # 22-050-TA

**RE:** Consideration of Zoning Text Amendments Regarding Definition of "Park" and Associated Off-

Street Parking Requirement

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on November 23, 2022 to consider text amendment requests to the Zoning Ordinance to: (i) revise the term "Park" in Section 12-13-3 to allow for private ownership and (ii) amend the off-street parking requirement in Section 12-9-7 for "Parks-outdoor" to reduce the amount of parking required for parks that are one acre or less.

- 1. Staff, on behalf of the City, presented the background and rationale of the amendments, including the existing regulations for parks, background on the topic of private parks and parking requirements, and analysis completed to arrive at the final amendments including a parking inventory and comparison of park standards with other suburban municipalities near Des Plaines.
- 2. The PZB asked staff about the objective for the private park definition and several questions related to who will maintain the park and ensure safety for attendees. Staff provided information on the reasoning for private parks (to reduce strain on municipal resources), discussing how the parks would be maintained by a private developer and maintenance and liability insurance will be their responsibility rather than the City or Park District. The PZB discussed how enforcement would occur for all the maintenance and staff stated Code Enforcement would be responsible for citing any violations. PZB Member Fowler requested the board create two motions to vote on, one motion for the amendment to the definition in 12-13-3 and one motion for the amendments to the parking requirement in Section 12-9-7.
- 3. No members of the public spoke on this request.
- 4. For motion one for Section 12-13-3 for the definition of "park", the Planning and Zoning Board *recommended* (5-1) that the City Council *approve* of the requested text amendment as written in the staff report. For motion two for Section 12-9-7 for the parking requirements of parks, the Planning and Zoning Board *recommended* (6-0) that the City Council *approve* of the requested text amendment as written in the staff report.

Respectfully submitted,

James Szabo

Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

Attachment 4 Page 9 of 20

1700 Higgins Road

Final Planned Unit Development, Variation, Final Plat of Subdivision, Text Amendment

Case 22-050-TA Citywide

**Text Amendment** 



2. Address: Citywide Case Number: 22-050-TA

The petitioner is requesting text amendments to the Zoning Ordinance related to privately or publicly owned parks, public open space and/or recreational facilities, related off-street parking requirements, and any other amendments or relief as may be necessary.

**PIN:** Citywide

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

Case Number: #22-050-TA

**Project Summary:** The City of Des Plaines is applying for zoning text amendments to

facilitate development and re-development of existing and future

recreational space within the City.

### **Background**

The current definition of "Park" in Section 12-13-3 defines and provides an overview of the typical uses for parks, including any accessory uses. The definition also states a park must be owned by one of three public entities to be classified as a park. The definition states:

"A City, park district, or County owned public recreation facility which may be improved with a combination of active recreation areas such as field game areas, court game areas, crafts, playground apparatus, passive recreation areas, such as picnicking, and/or other facilities, such as swimming pools, recreation centers, and on site parking. Concession sales, indoor and outdoor art, craft, and plant shows, exhibits, and sales, and temporary or seasonal tree sales are considered accessory uses for parks of over five (5) acres in size."

The origin of this definition is Ordinance Z-7-13, part of a series of text amendments to the Zoning Ordinance in 2013 to update definitions and use matrices to better "reflect responsible development patterns." Several commercial recreational uses are newly defined within Ordinance Z-7-13 alongside "parks," and the City's intent in adding the definitions was to distinguish between commercial and non-commercial recreational uses. "Indoor commercial recreation" and "outdoor commercial recreation" are similar to "park,", but they identify the uses

<sup>1</sup> City Council Staff Report for May 1, 2013 Meeting - Zoning Ordinance Text Amendments, Case #12-072-TA, page 2.

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Case 22-050-TA

Citywide

Final Plat of Subdivision, Text Amendment Text Amendment

as operating on a commercial or membership basis. To draw a sharp distinction at the time, the "Park" definition included the requirement to be "...City, park district, or County owned...."

Parks are permitted by right in the majority of zoning districts, including all residential districts, the mobile home park district, most commercial districts, and the institutional district. No specific standards exist within the Zoning Ordinance about park design or other City expectations. This guidance exists in Section 13-4-2 of the Subdivision Regulations, which require the dedication of park land for residential developments or subdivisions with more than fifteen (15) dwelling units, or payment of fee in lieu. Most residential development subject to these requirements is completed by private developers.

Section 13-4-2 lists the amount of land required for dedication and depends on the estimated number of people generated by a proposed development. The "service area" of the park is matched to the required size and type of park; a service area is the area intended to be served by park or recreational purposes. For example, a 15-unit development that is estimated to generate 2.5 residents per unit (a total of 38 residents) would require 0.21 acres of recreation area, which would serve a half-mile radius surrounding the new park or recreational space. The table below appears in Section 13-4-2.A and outlines the types of recreation areas and requirements.

Types Of Recreation Area	Size Range	Service Area (Approximate Distance)	Minimum Acres Per 1,000
Neighborhood playground	1,200 - 4,000 sq. ft. +/-	0.5 mile	5.5 acres/1,000
Open space	0.2 - 4.5 acres	0.5 mile	5.5 acres/1,000
Mini park	0.15 - 1.0 acre	0.5 mile	5.5 acres/1,000
Neighborhood park	0.5 - 5 acres	2 miles	5.5 acres/1,000
Community park	5.0 - 75 acres	Citywide	5.5 acres/1,000

New developments may dedicate land to the city or park district to meet these requirements; however, this practice adds another facility requiring maintenance to the City or park district. An unintended consequence of limiting ownership in the current park definition to public entities is the prohibition of private and non-profit development and maintenance of parks for public access and benefit. An increasingly common trend in the last two decades is public-private partnerships or private ownership of park facilities within cities.<sup>2</sup> This trend shifts the burden of construction

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<sup>&</sup>lt;sup>2</sup> Nemeth, J., & Schmidt, S. (2011). The privatization of public space: modeling and measuring. *Environment and* Planning B: Planning and Design, page 7.

1700 Higgins Road

Final Planned Unit Development, Variation, Final Plat of Subdivision, Text Amendment

Case 22-050-TA

Citywide

Text Amendment

and maintenance of public spaces away from municipalities and park districts to developers either required to or keen to provide services to residents or tenants of their development. Smaller "pocket parks" may be challenging for park districts in many communities because these spaces require maintenance, but often are not large enough to provide an opportunity to build or provide robust programming.

### **Off-Street Parking Requirement**

The off-street parking requirement for parks made its first appearance in the original 1998 Zoning Ordinance, preceding the definition of "park." The requirement has remained unchanged since 1998 – a minimum of 2 spaces, plus 1 space for every ½ acre of park space is required for any outdoor park. However, an analysis of 50 parks and green spaces within the city (attached) has revealed 30 did not contain any off-street parking. Smaller parks within residential neighborhoods did not contain any off-street parking. In fact, no parks one acre or less in size contained off-street parking.

Pursuant to Section 13-4-2, new park spaces of one acre or less are projected to have a service area of 0.5 miles. For the average person, this is an 8-15-minute walk.<sup>3</sup>; It is unlikely an individual would drive this distance for outdoor recreation instead of walking or riding a bike. If it is assumed smaller parks one acre or less in size are intended for pedestrians within the 0.5 mile service area, off-street parking is unnecessary. Neighborhood or pocket parks are intended to be enjoyed by the surrounding community rather than be a regional or communitywide destination that would necessitate a visitor driving to the park. This position is further supported by the existing land patterns of parks within the city, with no existing parks one acre or less containing off-street parking areas.

The current requirement also places a burden on any future redevelopment of existing parks. Pursuant to Section 12-5-5.E, existing parks not meeting the parking requirement are not required to come into conformance, but any expansion or enlargement of the park would require the site to follow all applicable parking requirements in Section 12, Chapter 9. Most smaller parks would not have space to accommodate the required parking and would require a reduction in usable park area and/or greenspace. Examples of these smaller parks, including photos and the service area per Section 13-4-2 is included as an attachment.

Revisions to the off-street parking requirements for parks are proposed below. Staff suggests eliminating parking requirements for parks one acre or less in size.

### Examples in Other Municipalities and Maintaining Public Access

Attachment 5 Page 12 of 20

<sup>&</sup>lt;sup>3</sup> Bohannon, R. W. (1997). Comfortable and maximum walking speeds of adults aged 20-79 years: reference values and determinants. *Age and Ageing*, page 17.

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A survey of the Northwest Municipal Conference (NWMC) in October 2022 received fourteen (14) responses from municipalities in the north and northwest suburbs of Chicago about standards for parks in their zoning ordinances. Of the 14 responses, only three did not allow for private ownership of publicly accessible parks. The remainder either explicitly allowed for private parks, did not specify ownership in the definition or did not include a definition of park in their zoning ordinance. The municipalities also provided information on parking – of the 14 surveyed, four required off-street parking for parks and 11 did not.

Examples from these municipalities were used to shape the suggest revisions to the park definition. An important consideration during the revision process was maintaining the intent of the original park definition to provide *public* access to recreational facilities. Urban parks are a vital public good benefitting the quality of life, environment, economic value, and aesthetics of communities. However, maintaining public access to parks does not necessitate ownership by public entities; legal instruments such as recorded permanent easements and development agreements can establish a framework where the space must be open to the public but the maintenance and programming expenses lies with a private property owner. The proposed revisions to the definition maintain public access by requiring any park to maintain land for "the general public."

### **Proposed Amendments**

Amendments to the park definition and the parking requirements are suggested, shaped by staff analysis of the current Zoning Ordinance, existing park design, and trends in other cities and similar municipalities, as discussed above. Additions are **bold**, **double-underline**. Deletions are struck through. Amended sections are provided with some surrounding, unamended text for contex.

#### **Section 12-13-3: DEFINITION OF TERMS**

"PARK: A City, park district, or County owned public recreation tract of land dedicated to, set aside, and maintained for recreational purposes of the general public facility which may be improved and may include, without limitation, with a combination, of active recreation areas such as field game areas, court game areas, crafts, playground apparatus, passive recreation areas, such as turf and trees, picnicking, and/or other facilities, such as swimming pools and, recreation centers on site parking. Concession sales, indoor and outdoor art, craft, and plant shows, exhibits, and sales, and temporary or seasonal tree sales are considered accessory uses for parks of over five (5) acres in size."

#### **Section 12-9-7: OFF STREET PARKING REQUIREMENTS**

Parks – Outdoor <u>3</u>	A minimum of 2 spaces, plus 1 space for every ½ acre

3. No off-street parking is required for parks one acre or less in size.

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1700 Higgins Road

Final Planned Unit Development, Variation, Final Plat of Subdivision, Text Amendment

Case 22-050-TA

Citywide

**Text Amendment** 

#### **Standards for Text Amendments:**

The following is a discussion of standards for zoning amendments from Section 12-3-7.E of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided. The PZB may use the statements below as its rationale or adopt its own.

1. Whether the proposed amendments are consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the City Council;

Incorporating parks and open space is one of the overarching principles of the Comprehensive Plan and its goal is to "promote recreational facilities to boost the local economy". In fact, the plan discusses creating additional small-scale, pocket parks on underutilized or vacant lands<sup>5</sup>. The amendments provide additional flexibility for the development and ownership of parks and maximize the amount of usable recreation or greenspace by eliminating parking requirements on properties of one acre or less, which are likely to face space constraints if forced to accommodate paved off-street parking spaces.

PZB Modifications (if any):			
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			

2. Whether the proposed amendments are compatible with current conditions and the overall character of existing development.

Amendments to the park definition would create flexibility in the entities developing park spaces within the city, while maintaining the intent of the original definition of requiring public access. The definition allows for the private or non-profit development and long-term ownership and maintenance of parks, reducing the obligation for public entities.

As discussed within this staff report, no existing small parks (one acre or less in size) contain off-street parking. Eliminating this parking requirement matches existing conditions, allowing for the continued development of recreation spaces on smaller parcels and allowing the redevelopment of existing parks to continue to offer the same amount of usable park space without requiring the construction of parking areas on space-constrained properties.

PZB Modifications	(if any):	
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3. Whether the proposed amendments are appropriate considering the adequacy of public facilities and services available;

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<sup>&</sup>lt;sup>4</sup> Des Plaines Comprehensive Plan (2019), page 27

<sup>&</sup>lt;sup>5</sup> Des Plaines Comprehensive Plan (2019), page 8

1700 Higgins Road

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Citywide

Text Amendment

The revised definition of parks will allow for the development of additional recreational and green spaces, without burdening existing city and park district resources. Private and non-profit entities would be provided the opportunity to develop and maintain these areas, contributing to the inventory of park spaces for existing and future residents without creating strain on existing public facilities and services. The revised parking requirement will have no effect on public facilities and services.

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

The proposed amendments are likely to increase the inventory of parks available to the community. Research on urban parks has demonstrated a positive effect on property values for areas surrounding park spaces, with property buyers consistently willing to pay a larger amount for property close to parks and open space<sup>6</sup>. Amendment to the parking requirements would increase the amount of usable recreation and greenspace within new parks and maintain it when existing parks are re-developed.

PZB Modifications	(if any):			

### 5. Whether the proposed amendments reflect responsible standards for development and growth.

Parks are an essential component to a healthy, vibrant community and support the economic vitality of the city by increasing property values and appeal to businesses seeking attractive environments for employees and customers. The amendments will increase both the inventory of parks and the quality of parks; revising the definition is anticipated to increase the number of parks available and promote more usable recreation and greenspace rather than requiring the paving of surfaces to accommodate off-street parking spaces.

PZB Modifications (if any):	
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**PZB Procedure and Recommended Conditions:** Under Section 12-3-7 of the Zoning Ordinance, the PZB has the authority to recommend that the City Council approve, approve with modifications, or deny the above-mentioned amendments. City Council has final authority on the proposal.

#### **Attachments:**

Attachment 5 Page 15 of 20

<sup>&</sup>lt;sup>6</sup> Kolimenakis, A., Solomou, D. A., & Proutsos, N. (2021). The Socioeconomic Welfare of Urban Green Areas and Parks; A Literature Review of Available Evidence. *Sustainability*, 20.

1700 Higgins Road

Final Planned Unit Development, Variation,

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Citywide

Final Plat of Subdivision, Text Amendment Text Amendment

Attachment 1: Example Parks without Off-Street Parking and Maps with Service Areas

Attachment 2: Parking Inventory of Des Plaines Parks

Attachment 3: Summary of NWMC Results

Samantha Redman, Associate Planner went over the staff report which includes the information and explanation of the Text Amendment. Ms. Redman went over the PowerPoint presentation which gave a current definition of "Park" in Section 12-13-3. Ms. Redman went over the park requirements table. Most of the parks in Des Plaines to not meet the parking requirements. Ms. Redman explained the off-street parking requirements and park regulations. 30 of the 50 small parks would not meet the parking requirements. Examples of Des Plaines parks were shown.

Ms. Redman discussed a survey provided by the Northwest Municipal Conference. The survey results show that, of the municipalities that responded, 11 of the 14 allow private parks and 10 of the 14 municipalities do not have parking requirements.

Staff is suggesting an amended park definition to remove the ownership part of the definition. Ms. Redman read the suggested revised definition, emphasizing the removal of the ownership component and emphasized the importance of the "maintained for the recreational use of the general public" section. The intent of the amendment is for parks to continue to serve as a resource available to the public.

Staff also suggests an amendment to the off-street parking requirements to not require parking for parks that are 1 acre or less in size. This suggestion is supported by the existing land pattern of the city; Ms. Redman discussed the analysis that determined no parks under 1 acre contain off-street parking spaces. The amendment is also supported by other neighboring municipalities who have similar or less restrictive requirements for parks.

Member Fowler asked who would be responsible for the maintaining the park?

John Carlisle stated that the maintenance, equipment, repair, and replacement would be covered by the private entity.

Member Hofherr stated that in their experience generally a privately owned lot like this handles any problems before having to go to a notice of violation.

Member Weaver- In larger cities the Friends of the Park take care of the smaller parks and it helpful and welcomed by the municipalities. Also, just to clarify -a s long as the current parks have no major changes then they can continue the way they are?

Ms. Redman stated that yes, a non-conforming use section in our zoning ordinance states the parks can continue to exist without any changes, unless there are expansions or other substantial changes to the park, then off-street parking would need to be provided.

Member Fowler – How would someone know a private park is open to the public?

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Case 22-049-FPLAT-V-PUD-A 1700 Higgins Road Final Planned Unit Development, Variation,

Final Plat of Subdivision, Text Amendment

Case 22-050-TA Citywide Text Amendment

Ms. Redman stated that they would need to make sure there were no gates, other restrictions to public access. We would make sure the park went through a zoning review that would show access to the park before we approve and allow them to construct.

A motion was made by Board Member Weaver, seconded by Board Member Saletnik to recommend, and amend text amendments to the Zoning Ordinance: 12-13-3 as proposed in the staff memo.

AYES: Weaver, Saletnik, Hofherr, Veremis, Szabo

NAYES: Fowler ABSTAIN: None

\*\*\*MOTION CARRIES \*\*

A motion was made by Board Member Weaver, seconded by Board Member Fowler to recommend, and amend text amendments to the Zoning Ordinance 12-9-7 regarding street parking:

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

NAYES: None ABSTAIN: None

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

Attachment 5 Page 17 of 20

#### **CITY OF DES PLAINES**

#### **ORDINANCE Z - 41 - 22**

### AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING THE OFF-STREET PARKING REQUIREMENTS FOR PARKS.

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

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

**WHEREAS,** after a review of the Zoning Ordinance, City staff proposes to amend Section 12-9-7 of the Zoning Ordinance to eliminate the off-street parking requirement for parks that are one acre or less in area ("*Proposed Amendment*"); and

**WHEREAS,** a public hearing by the Planning and Zoning Board ("PZB") to consider the Proposed Amendment was duly advertised in the Des Plaines Journal on November 2, 2022, and held on November 22, 2022; and

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

**WHEREAS**, the PZB forwarded its recommendations in writing to the City Council on November 23, 2022;

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

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

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

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

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

{00129659.1}

SECTION 3. OFF STREET PARKING REQUIREMENTS. Section 12-9-7, titled "Off Street Parking Requirements," of Chapter 9, titled "Off Street Parking and Loading Facilities," of the Zoning Ordinance is hereby amended to read as follows:

### "12-9-7: OFF STREET PARKING REQUIREMENTS:

The parking and loading requirements applicable in each district are set forth below:

	*	*	*	
Parks - Outdoor <sup>3</sup>	A minimum of 2 sp	paces, plus 1 s	pace for every ½ a	acre
	*	*	*	

Notes:

3. Off-street parking is not required for parks one acre or less in area.

\*"

**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.

[SIGNATURE PAGE FOLLOWS]

	PASSEI	<b>)</b> this	_ day of		_, 2022.	
	APPRO	<b>VED</b> this	day of _		, 2022.	
	VOTE:	Ayes	Nays	Absent		
					MAYOR	
ATTEST:					MAYOR	
CITY CLE	RK					
Published in day of		orm this, 2022	2.	Approved as	s to form:	
CITY CLF	RK			Peter M Fr	iedman General Counse	

DP-Ordinance Amending the Zoning Ordinance Regarding Off-Street Parking Requirements for Parks



#### FINANCE DEPARTMENT

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

#### **MEMORANDUM**

Date: January 4, 2023

To: Michael G. Bartholomew, City Manager

From: Dorothy Wisniewski, Assistant City Manager/Director of Finance

Subject: Resolution R-26-23, January 17, 2023, Warrant Register

**Recommendation:** I recommend that the City Council approve the January 17, 2023, Warrant Register

Resolution R-26-23.

Warrant Register.....\$4,017,153.53

#### **Estimated General Fund Balance**

Balance as of 11/30/2022: \$34,726,665

Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1<sup>st</sup> & 2<sup>nd</sup> installments of property tax revenue.

### **CITY OF DES PLAINES**

### **RESOLUTION**

R-26-23

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.

**January 17, 2023** 

Line #	Account		arrant Regist	Invoice	Invoice Description	Amoun
LITIC #	riccount		Fund: 100 - G		invoice Description	Amoun
			Elected			
Divisio	n: 110 - Le	gislative				
1	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14- 12/13/2022	384.53
Total 1	10 - Legisl	ative		•		384.53
Divisio	n: 120 - Ci	ty Clerk				
2	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14- 12/13/2022	42.17
3	6100	Publication of Notices	1050 Journal & Topics Newspapers	189200	Legal Notice - Purchase and Delivery Lo-Riser Trailer 12/07/2022	86.55
4	6120	Recording Fees	1139 Cook County of Illinois	29011302022	Recording Fees for Four Ordinances 11/18/2022	352.00
5	7000	Office Supplies	1644 Warehouse Direct Inc	5395729-0	CD Cases and Holders, Binder Clips, Note Pads, Etc.	149.36
6	7000	Office Supplies	1644 Warehouse Direct Inc	5400491-0	DVD-R Discs, Markers, Hi-Lighters, Pens	90.06
7	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121022	Water Delivery Service 12/08/2022	2.00
Total 1	20 - City C	lerk				722.14
Total 1	0 - Elected	l Office				1,106.67
			City Admi	nistration		
Divisio	n: 210 - Ci	ty Manager				
8	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	22-24	Administrative Hearings & Traffic Court 12/16-12/22/2022	940.00
9	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14- 12/13/2022	42.17
10	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121022	Water Delivery Service 12/08/2022	25.97
Total 2	10 - City N	<b>N</b> anager				1,008.14
		formation Technology	Income in the contract of the	loongonner-	10	***
11	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14- 12/13/2022	338.90
12	6300	R&M Software	5068 IT Savvy LLC	01385024	VMWare Support and Subscription 1/27/23 - 1/26/24	5,125.36
13	6300	R&M Software	5068 IT Savvy LLC	01385875	Palo Alto 500 Support 10/28/2022- 10/28/2023	7,874.70
14	6300	R&M Software	1035 Dell Marketing LP	10635000521A	MS O365 EA Renewal 11/1/22 -	98,762.04

1035 Dell Marketing LP

1820 Datasource Ink

Со

10635000521B

23196

1046 Hinckley Spring Water 2533573 121022

6300

7005

7200

R&M Software

**Printer Supplies** 

Other Supplies

15

16

17

12,701.50

1,925.00

115.91

Microsoft O365 Software True Up

Water Delivery Service 12/08/2022

11/01/2022-11/01/2023

7 HP LaserJet Ink Cartridges

Line #	Account		Vendor	Invoice	Invoice Description	Amour
18	7320	Equipment < \$5,000	1035 Dell Marketing LP	10637305150	Latitude Rugged Display Port Desk Dock Customer Kit	448.0
19	7320	Equipment < \$5,000	1026 CDW LLC	FS19626	APC Smart UPS 2200VA RM 2U LCD 120V	1,956.8
Total 2	30 - Inform	ation Technology		•		129,248.2
		edia Services	I	I	In	
20	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14- 12/13/2022	246.8
21	6535	Subsidy - Youth Commission	8422 Pro-Am Team Sports LLC	8518	Shirts for Youth Commission Softball Teams 12/08/2022	2,845.0
Total 2	40 - Media	Services		-		3,091.9
	_	man Resources	A2C7 Novik ova Community	20026	Do Fred and Do Test	50.0
22	5340	Pre-Employment Testing	1267 Northwest Community Hospital	28826	Pre-Employment Drug Test 10/11/2022	50.0
23	5560	Unemployment Claims	2243 Sedgwick CMS	470004231990	01/19/2023-04/18/2023 Unemployment Insurance	550.00
24	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14- 12/13/2022	42.1
25	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121022	Water Delivery Service 12/08/2022	58.40
			<u>.</u>			
Total 2	50 - Humai	n Resources				700.63
		n Resources ministration				
Total 2	0 - City Adı	ministration				
Total 2		ministration	1552 Verizon Wireless	9922890370	Communication Service 11/14-	134,048.90
Total 2 Depart	0 - City Adı ment: 30 -	ministration Finance	1046 Hinckley Spring Water		Communication Service 11/14- 12/13/2022 Water Delivery Service 12/08/2022	134,048.96 143.94 208.84
Total 2 Depart 26 27	<b>0 - City Adı</b> <b>ment: 30 -</b> 6015	Finance Communication Services Other Supplies			12/13/2022	134,048.90 143.94 208.84
Total 2 Depart 26 27	<b>0 - City Ada</b> <b>ment: 30 -</b> 6015 7200	Finance Communication Services Other Supplies	1046 Hinckley Spring Water Co	2533573 121022	12/13/2022	134,048.90 143.90 208.80
Total 2 Depart 26 27 Total 3	0 - City Adı ment: 30 - 6015 7200 0 - Finance	Finance  Communication Services  Other Supplies	1046 Hinckley Spring Water Co  Community D	2533573 121022	12/13/2022	134,048.90 143.94 208.84
Depart 26 27 Total 3	0 - City Ada ment: 30 - 6015 7200 0 - Finance	Finance Communication Services Other Supplies	1046 Hinckley Spring Water Co  Community D	2533573 121022 evelopment	12/13/2022 Water Delivery Service 12/08/2022	134,048.90 143.90 208.80 352.70
Total 2 Depart 26 27 Total 3	0 - City Adı ment: 30 - 6015 7200 0 - Finance	Finance  Communication Services  Other Supplies	1046 Hinckley Spring Water Co  Community D	2533573 121022	Hard Market Mark	134,048.90 143.90 208.80 352.70
Depart 26 27 Total 3	0 - City Ada ment: 30 - 6015 7200 0 - Finance	Finance Communication Services Other Supplies	1046 Hinckley Spring Water Co  Community D	2533573 121022 evelopment	12/13/2022 Water Delivery Service 12/08/2022	134,048.96 143.96 208.86 352.76
Depart 26 27 Total 3 Division 28	0 - City Adı ment: 30 - 6015 7200 0 - Finance n: 410 - Bui	Finance Communication Services Other Supplies  Ilding & Code Enforcement Professional Services	1046 Hinckley Spring Water Co  Community D  3337 HR Green Inc	2533573 121022 evelopment 155020	Building Inspection & Plan Review Services July 1-31,2022 Building Official Assistance Weeks	134,048.96 143.96 208.86 352.76 15,733.79
Depart 26 27 Total 3 Division 28 29	0 - City Ada ment: 30 - 6015 7200 0 - Finance n: 410 - Bui 6000	Finance Communication Services Other Supplies  Idding & Code Enforcement Professional Services  Professional Services	Community D 3337 HR Green Inc 5764 GovTempUSA LLC	2533573 121022 Pevelopment  155020  4095808	Building Inspection & Plan Review Services July 1-31,2022 Building Official Assistance Weeks Ending 12/04 & 12/11/2022  Permit Tech Assistance - Clerical Ending 12/04 & 12/11  Communication Service 11/14-	134,048.9 143.9 208.8 352.7 15,733.7 6,720.0 2,667.0
Depart 26 27 Total 3 Division 28 29 30	ment: 30 - 6015 7200 0 - Finance n: 410 - Bui 6000 6000	Finance Communication Services Other Supplies  Idding & Code Enforcement Professional Services  Professional Services  Professional Services	Community D  3337 HR Green Inc  5764 GovTempUSA LLC	2533573 121022  Pevelopment  155020  4095808  4095809  9922890370	Building Inspection & Plan Review Services July 1-31,2022 Building Official Assistance Weeks Ending 12/04 & 12/11/2022  Permit Tech Assistance - Clerical Ending 12/04 & 12/11	134,048.9 143.9 208.8 352.7 15,733.7 6,720.0 2,667.0 511.2
Total 2  Depart 26 27  Total 3  Division 28 29 30 31 32	ment: 30 - 6015 7200 0 - Finance 1: 410 - Bui 6000 6000 6015 7200	Finance Communication Services Other Supplies  Idding & Code Enforcement Professional Services  Professional Services  Communication Services	Community D  3337 HR Green Inc  5764 GovTempUSA LLC  5764 GovTempUSA LLC  1552 Verizon Wireless  1046 Hinckley Spring Water	2533573 121022  Pevelopment  155020  4095808  4095809  9922890370	Building Inspection & Plan Review Services July 1-31,2022 Building Official Assistance Weeks Ending 12/04 & 12/11/2022  Permit Tech Assistance - Clerical Ending 12/04 & 12/11  Communication Service 11/14- 12/13/2022	134,048.96  143.96  208.86  352.76  15,733.78  6,720.06  511.28  208.86
Total 2  Depart 26 27  Total 3  Division 28 29 30 31 32  Total 4	ment: 30 - 6015 7200 0 - Finance n: 410 - Buildir 7200 6000 60015 7200 10 - Buildir	Finance Communication Services Other Supplies  Fidding & Code Enforcement Professional Services Professional Services Communication Services Other Supplies Other Supplies	Community D  3337 HR Green Inc  5764 GovTempUSA LLC  5764 GovTempUSA LLC  1552 Verizon Wireless  1046 Hinckley Spring Water	2533573 121022  Pevelopment  155020  4095808  4095809  9922890370	Building Inspection & Plan Review Services July 1-31,2022 Building Official Assistance Weeks Ending 12/04 & 12/11/2022  Permit Tech Assistance - Clerical Ending 12/04 & 12/11  Communication Service 11/14- 12/13/2022	134,048.96  143.96  208.86  352.76  15,733.78  6,720.06  511.28  208.86
Total 2  Depart 26 27  Total 3  Division 28 29 30 31 32  Total 4	ment: 30 - 6015 7200 0 - Finance n: 410 - Buildir 7200 6000 60015 7200 10 - Buildir	Finance Communication Services Other Supplies  Idding & Code Enforcement Professional Services Professional Services Communication Services Other Supplies Other Supplies  Other Supplies  The Code Enforcement   Community D  3337 HR Green Inc  5764 GovTempUSA LLC  5764 GovTempUSA LLC  1552 Verizon Wireless  1046 Hinckley Spring Water	2533573 121022  Pevelopment  155020  4095808  4095809  9922890370	Building Inspection & Plan Review Services July 1-31,2022 Building Official Assistance Weeks Ending 12/04 & 12/11/2022  Permit Tech Assistance - Clerical Ending 12/04 & 12/11  Communication Service 11/14- 12/13/2022	<b>134,048.9</b> 6	

### **City of Des Plaines**

Line #	Account		arrant Regist	Invoice	Invoice Description	Amount
		conomic Development	vendor	Invoice	Invoice Description	Amount
34	6000	Professional Services	5215 CoStar Realty Information Inc	120197033	December 2022 Available Properties Database	473.78
35	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14- 12/13/2022	42.17
Total 4	30 - Econ	omic Development		1	1	515.95
					1	
i otai 4	0 - Comm	unity Development				26,398.96
			Public Works	& Engineering		
Divisio	n: <b>100</b> - A	dministration				
36	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14- 12/13/2022	99.42
Total 1	00 - Admi	inistration				99.42
<u> </u>	. 540 5					
37	6015	ngineering  Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14-	366.05
					12/13/2022	
38	7000	Office Supplies	1644 Warehouse Direct Inc	5396748-0	Copy Paper, Pads, Pens, Clips, Folders, and Scissors	182.99
39	7200	Other Supplies	1644 Warehouse Direct Inc	5396751-0	Batteries and Field Journal	140.45
Total 5	10 - Engir	neering	l	<u> </u>		689.49
		treet Maintenance	T	T		
40	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14- 12/13/2022	437.63
41	6195	Miscellaneous Contractual Services	1367 Meade Inc	703020	EVP Repair - Ballard & Rand - 12/13/2022	2,042.00
42	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	9635003	Sidewalk Salting - 12/16/2022	1,900.00
43	6325	R&M Street Lights	1044 H&H Electric Co	40478	Streetlight Repairs - 1390 Earl - 11/22 & 11/28/2022	2,350.11
44	6325	R&M Street Lights	1044 H&H Electric Co	40479	Streetlight Repairs - Metro Square - 11/29/2022	920.13
45	6325	R&M Street Lights	1044 H&H Electric Co	40481	Streetlight Repairs - River Rd & Oakton St - 12/01/2022	602.66
46	6325	R&M Street Lights	1044 H&H Electric Co	40482	Streetlight Repairs - Metro Square - 12/01/2022	432.28
47	6325	R&M Street Lights	1044 H&H Electric Co	40483	Streetlight Repairs - Various Locations - 12/02/2022	1,097.22
48	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	3193	Snow Shovel	23.39
49	7050	Supplies - Streetscape	1732 Traffic Control & Protection Inc	113029	Roadside Delineators	1,959.00
50	7050	Supplies - Streetscape	1047 Home Depot Credit Svcs	8523204	100 Reflective Markers - Downtown	278.00
	7050		2242 611 51 11 6	DED/00005	Florida Cala David O Mail	

2313 City Electric Supply

Company (CES)

7050

Supplies - Streetscape

DEP/060865

95.95

Flagpole Light - Rand & Wolf

Line #	Account		Vendor	Invoice	Invoice Description	Amount
52	7055	Supplies - Street R&M	1057 Menard Incorporated	10085	6 Spray Bottles - Graffiti Removal	8.94
53	7055	Supplies - Street R&M	5986 Midwest Paving Equipment Inc	2414	Asphalt Degreaser	1,185.00
54	7160	Ice Control	5364 Conserv FS Inc	65148702	14.570 Tons Bulk Sidewalk Salt - 12/14/2022	1,823.56
55	7300	Uniforms	2067 Cutler Workwear	PS-INV013356	Quartermaster Boots - Uniforms	499.35
56	7300	Uniforms	2067 Cutler Workwear	PS-INV013416	Quartermaster Uniforms - Boots	1,012.20
57	7300	Uniforms	2067 Cutler Workwear	PS-INV013822	Steel Toe Work Boots - Street Foreman	157.45
58	7300	Uniforms	2067 Cutler Workwear	PS-INV013864	4 Pairs Boots - Quartermaster Uniforms	170.95
59	7300	Uniforms	2067 Cutler Workwear	PS-INV014596	5 Pairs Jeans - Superintendent Uniform	211.45
60	7550	Miscellaneous Expenses	1076 Sam's Club Direct	2555	Meeting Refreshments	34.96
Total 53	0 - Street	Maintenance	•	•	•	17,242.23

61	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14- 12/13/2022	180.71
62	6135	Rentals	8673 Satellite Shelters Incorporated	INV626181	Trailer Rental - Fire Station #61 - 12/12/2022-01/08/2023	6,770.00
63	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4140433956	Mat Service - Police Station - 12/14/2022	128.85
64	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4140433971	Mat Service - Metra Train Station - 12/14/2022	35.55
65	6315	R&M Buildings & Structures	1025 Bedco Inc	098487	Baseboard Heat Repair - City Hall - 12/08/2022, R-167-19	2,416.00
66	6315	R&M Buildings & Structures	1135 Colley Elevator Co	234951	Elevator Inspection - Theater - 12/01/2022	185.00
67	6315	R&M Buildings & Structures	1544 Fox Valley Fire & Safety Company Inc	IN00560096	Fire Alarm Monitoring - Food Pantry - November 2022	210.00
68	7025	Supplies - Custodial	8244 Des Plaines Ace Hardware	3153	Dishwashing Liquid - City Hall	12.59
69	7025	Supplies - Custodial	1029 Cintas Corporation	4140433978	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	268.18
70	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	3138	Pipe Cutter & Fasteners	16.47
71	7045	Supplies - Building R&M	3378 Michael Wagner & Sons Inc	1004905	Plumbing Parts - Fire Station #61	252.34
72	7045	Supplies - Building R&M	1057 Menard Incorporated	10052	Rain Collar	1.99
73	7045	Supplies - Building R&M	1057 Menard Incorporated	10150	Pipe Wrap & Insulated Pipe - Fire Station #61	126.43
74	7045	Supplies - Building R&M	1057 Menard Incorporated	10153	Faucet, Supply Line, Outlet, Wall Anchor - Fire Station #62	103.95

Line #	Account		Vendor	Invoice	Invoice Description	Amount
75	7045	Supplies - Building R&M	1057 Menard Incorporated	10189	Crack Sealer, Duct Tape, Syringe, Spreader - Fire Station #62	51.46
76	7045	Supplies - Building R&M	1057 Menard Incorporated	10193	6 Light Bulbs - City Hall	59.10
77	7045	Supplies - Building R&M	2028 Northwest Electrical Supply	17556991	Doorbell - PW	8.12
78	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5021426	2 Brush Sweeps - Elite Fitness Metro Square	27.86
79	7045	Supplies - Building R&M	1484 Thompson Rental Station Inc	602347-3	Propane Tank Refill - Fire Station #61	44.55
80	7045	Supplies - Building R&M	5917 Ferguson Enterprises Inc	6992376	Water Heater Replacement - Fire Station #61 - 12/14/2022	7,240.00
81	7140	Electricity	1033 ComEd	0459113083- 12/22	Electricity Service 11/10- 12/13/2022	7,489.97
82	7140	Electricity	1033 ComEd	2685017085- 12/22	Electricity Service 11/02- 12/05/2022	167.54
83	7140	Electricity	1033 ComEd	4974385007- 12/22	Electricity Service 11/07- 12/08/2022	23.45
84	7140	Electricity	1033 ComEd	4974507003- 12/22	Electricity Service 11/02- 12/05/2022	470.58
85	7140	Electricity	1033 ComEd	5310666020- 12/22	Electricity Service 11/02- 12/05/2022	1,067.23
86	7200	Other Supplies	1057 Menard Incorporated	10036A	10 Cases Bottled Water - City Hall	27.90
87	7300	Uniforms	2067 Cutler Workwear	PS-INV013356	Quartermaster Boots - Uniforms	863.75
88	7300	Uniforms	2067 Cutler Workwear	PS-INV013416	Quartermaster Uniforms - Boots	854.75
89	7550	Miscellaneous Expenses	1076 Sam's Club Direct	2555	Meeting Refreshments	34.96
Total 53	5 - Faciliti	es & Grounds Maintenanc	e		1	29,139.28

Divisio	n: 540 - V	ehicle Maintenance				
90	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14- 12/13/2022	102.58
91	6135	Rentals	1029 Cintas Corporation	4140388991	Mechanic's Uniform Rental - 12/14/2022	231.68
92	6135	Rentals	1029 Cintas Corporation	4141056842	Mechanic's Uniform Rental - 12/21/2022	231.68
93	6190	Tow/Storage/Abandoned Fees	5874 Suburban Towing & Recovery Inc	164003	Towed Ambulance - Fire 7702 - 11/11/2022	627.75
94	6305	R&M Equipment	1539 Rex Radiator Sales & Distribution	B138718	Clean & Test Radiator - PW 5106 - 12/12/2022	295.00
95	6310	R&M Vehicles	2626 Alpha Prime Communications	118752	2-Way Radio Install - PW 5137, PW 8045 - 12/12/2022	414.20
96	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	22914	4 Wheel Alignment 12/15/2022 - Police 6071	130.00
97	6310	R&M Vehicles	2016 Signarama	43474	Decal Fabrication & Install - PW 5137 & 9063 - 12/20/2022	129.00
98	7035	Supplies - Equipment R&M	1103 Casey Equipment Co	P07221	Cooler Hose & Fan - PW 5106	399.78

Line #	Account		Vendor	Invoice	Invoice Description	Amount
99	7035	Supplies - Equipment R&M	1564 EJ Equipment Inc	P08406	Adjusting Screw & Bolt - PW 5098	532.17
100	7040	Supplies - Vehicle R&M	1535 Wipeco Inc	0123796-IN	Shop Rags - PW	341.20
101	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	100566243	Penetrating Grease - PW Stock	278.16
102	7040	Supplies - Vehicle R&M	1674 Spring-Align of Palatine, Inc	122905	Plow Shoe Kits & Curb Guard Kits - PW 5102, 5095, 5123, 8035	1,830.00
103	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133867247	225 Gals Bulk Engine Oil	1,227.38
104	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280143002	4 Tires - PW 8041 & PW Stock	816.87
105	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3030553425	Fuel Filters, Fuel Module, & Lube Filters - Fire 7609	1,400.40
106	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1315270	2 Outer Tie Rods	109.38
107	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	542105P	Gaskets, Studs, Nuts - Police 6045 & Police Stock	231.56
108	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	542137P	Exhaust Nuts - Police 6045	3.68
109	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	542305P	Exhaust Pipe & Gaskets - Police 6045	300.20
110	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	542306P	Seat Retainers - Police 6084	47.10
111	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	846486	Antifreeze - Fire 7607	203.64
112	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	846579	4 Batteries & Core Deposits - Fire 7606 & Fire 6504	636.20
113	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	846864	2 Shocks - PW 5069	174.94
114	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	847097	Diesel Exhaust Fluid - PW Stock	199.08
115	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P19927	Upper Ball Joint Kit, Lower Steering Shaft, & Lights - Fire 7801	1,219.68
116	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P19977	2 Full Face Glasses - Fire 7607	188.67
117	7300	Uniforms	2067 Cutler Workwear	PS-INV013416	Quartermaster Uniforms - Boots	494.85
118	7300	Uniforms	2067 Cutler Workwear	PS-INV013864	4 Pairs Boots - Quartermaster Uniforms	346.40
119	7550	Miscellaneous Expenses	1076 Sam's Club Direct	2555	Meeting Refreshments	34.96
Total 54	0 - Vehicl	Maintenance				13,178.19

Total 50 - Public Works & Eligilieering 60,348.61	Total 50 - Public Works & Engineering	60,348.61
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	Police Department					
Division	Division: 100 - Administration					
120	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14- 12/13/2022	178.68
Total 10	00 - Admin	istration				178.68

		W	arrant Regist	er 01/1	7/2023	
Line #	Account		Vendor	Invoice	Invoice Description	Amount
Divisio	n: 610 - U	niformed Patrol				
121	5325	Training	4611 Lake County, College of	10529-1	Evidence Tech Certification Class 2/20-3/3/2023	1,465.00
122	5325	Training	8775 Franck, Evan	Reimb12/11- 12/16	Reimb-Meals-Firearms Instructor's Class 12/11-12/16/2022 -Ofcr	434.50
123	5325	Training	8776 Leon, Reyler	Reimb12/11- 12/16	Reimb-Meals-Firearms Instructor's Class 12/11-12/16/2022 -Ofcr	434.50
124	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14- 12/13/2022	2,064.99
125	6110	Printing Services	1142 Copyset Printing Company	61792	500 Arrest Jackets 12/13/2022	625.00
Total 6	10 - Unifo	rmed Patrol	•			5,023.99
Divisio	T	riminal Investigation				
126	5325	Training	1129 DuPage, College of	14683	Background Investigations Class 12/12/2022 (3 Det)	447.00
127	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14-12/13/2022	972.70
Total 6	20 - Crimi	nal Investigation				1,419.70
		upport Services	T	T		
128	5325	Training	5775 Defensive Edge Training & Consulting Inc	3606	AR 15 Armorer Course 11/10- 11/11/2022 (1 Ofc)	550.00
129	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14- 12/13/2022	436.70
130	6110	Printing Services	1142 Copyset Printing Company	61794	FOIA Request Business Cards 12/13/2022	184.00
131	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	12/1/2022	November 2022 Towing Services (4)	260.00
132	7015	Supplies - Police Range	1288 Eagle Point Gun/TJ Morris & Son	146907	Department Ammunition 9MM, 5.56MM, .308 Cal.	14,014.00
133	7200	Other Supplies	1018 Anderson Lock Company LTD	1109540	6 Custom Cut and 6 Standard Cut Keys	69.30
134	7500	Postage & Parcel	1566 UPS Store The	PD 2022	2022 PD Postage for UPS	311.52
Total 6	30 - Supp	ort Services				15,825.52
					<u> </u>	
Total 6	U - Police	Department				22,447.89
			Fire Den	- v+ va - va+		
Division	n· 100 - A	dministration	Fire Dep	ai tillellt		
135	6015		1552 Verizon Wireless	9922890370	Communication Service 11/14-12/13/2022	273.02
136	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14- 12/13/2022	91.26
Total 1	00 - Admi	nistration	1	1	1 -//	364.28
Divisio	n: 7 <u>10</u> - Eı	mergency Services				
137	5345	Post-Employment Testing	1267 Northwest Community Hospital	28780	6 Fire Annual Physicals 10/05- 10/28/2022	3,315.00
138	5345	Post-Employment Testing	1267 Northwest Community Hospital	29119	9 Fire Annual Physicals 11/04- 1121/2022	3,701.00
	1		<u> </u>	ı	1 .	

			4114114114			
Line #	Account		Vendor	Invoice	Invoice Description	Amount
139	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14-	916.41
					12/13/2022	
140	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14-	756.23
					12/13/2022	
141	6135	Rentals	2440 DJS Scuba Locker Inc	61893	SCUBA Equipment Rental	25.00
					10/03/2022	
142	6195	Miscellaneous	1077 Shred-It USA LLC	8002952959	On - Site Shredding Services Fire	101.03
		Contractual Services			Dept. Admin. 12/09/2022	
143	6305	R&M Equipment	1742 Fredriksen Fire	220887	Fire Extinguisher Annual	211.46
			Equipment Co		Maintenance and Recharge	
					12/19/22	
144	6310	R&M Vehicles	8602 Legacy Fire Apparatus	INV-17413	On-Going Vehicle Maintenance R-	377.79
					85-22 Rescue 63 12/08/2022	
145	7000	Office Supplies	1644 Warehouse Direct Inc	5397674-0	5 Dozen Pens, 2 Dozen Binder	44.69
					Clips	
146	7000	Office Supplies	1644 Warehouse Direct Inc	5398258-0	6 USB Drives	95.96
147	7025	Supplies - Custodial	1043 WW Grainger Inc	9540150266	3 Brooms	24.56
148	7025	Supplies - Custodial	1043 WW Grainger Inc	9541710449	2 Toilet Brushes	8.02
149	7025	Supplies - Custodial	1043 WW Grainger Inc	9541710456	1 Broom	14.32
150	7200	Other Supplies	3297 Bound Tree Medical	84789901	14 Cases Exam Gloves	2,212.88
			LLC			
151	7320	Equipment < \$5,000	2843 Vision Marketing	1978	15 Passport Shields	338.20
			Passport System Ltd			
152	7320	Equipment < \$5,000	1374 Municipal Emergency	IN1799096	Hydrogen Cyanide & Flow	298.92
			Svcs		Regulator	
153	7500	Postage & Parcel	1566 UPS Store The	2022-Fire	UPS Charges 01/10/22 -	826.98
					11/16/2022	
154	7500	Postage & Parcel	1566 UPS Store The	2022A-Fire	UPS Charges 01/13/22 &	72.46
					08/03/2022	
Total 71	LO - Emerg	gency Services				13,340.91
Division		e Prevention		_		
155	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14-	136.69
					12/13/2022	
156	7200	Other Supplies	1046 Hinckley Spring Water	2533573 121022	Water Delivery Service 12/08/2022	63.45
			Co			
Total 72	20 - Fire P	revention				200.14
		nergency Management Age	_	•		
157	6015	Communication Services	1936 DTN LLC	6233515	2022 Weather and Billing Support	431.00
					for EMA 01/08/23 - 02/07/23	
158	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14-	42.17
					12/13/2022	
159	7200	Other Supplies	1046 Hinckley Spring Water	2533573 121022	Water Delivery Service 12/08/2022	75.44
			Co			

Total 730 - Emergency Management Agency

Total 70 - Fire Department

548.61

14,453.94

		W	arrant Regist	er 01/17	/2023	
	Account		Vendor	Invoice	Invoice Description	Amount
Depart		Fire & Police Commission		,	<u>,                                      </u>	
160	5340	Pre-Employment Testing	5372 COPS & FIRE	107780	Pre-Employment Psychological	450.00
			Personnel Testing Service		Testing Services 12/15/2022	
Total 7	5 - Fire & I	l Police Commission				450.00
Denarti	ment: 90	· Overhead				
161	6015	Communication Services	8536 Peerless Network Inc	578655	Communication Service	11,339.31
101	0013	communication services	0550 i ceriess ivetwork inc	370033	12/15/2022-01/14/2023	11,555.51
162	6305	R&M Equipment	8144 Quadient Inc	40199630	Service Call on Folding Machine	523.15
		Train Equipment		.020000	12/01/2022	3_3.13
Total 9	) - Overhe	ead				11,862.46
<b></b>	20.0	ale al				
rotal 10	00 - Genei	rai Fund				271,470.27
			Fund: 230 - Moto	or Fuel Tax Fund		
163	7140	Electricity	1033 ComEd	0193753007-	Electricity Service 11/07-	80.24
		,		12/22	12/08/2022	
164	7140	Electricity	1033 ComEd	0237106099-	Electricity Service 11/02-	376.56
				12/22	12/05/2022	
165	7140	Electricity	1033 ComEd	0392121005-	Electricity Service 11/02-	200.69
				12/22	12/05/2022	
166	7140	Electricity	1033 ComEd	0445091056-	Electricity Service 11/02-	472.45
				12/22	12/05/2022	
167	7140	Electricity	1033 ComEd	0725000037-	Electricity Service 11/03-	61.03
				12/22	12/06/2022	
168	7140	Electricity	1033 ComEd	1273119011-	Electricity Service 11/03-	3,554.30
160	74.40	et	4000 0 5 1	12/22	12/06/2022	450.00
169	7140	Electricity	1033 ComEd	1521117181- 12/22	Electricity Service 11/02-	459.83
170	7140	Electricity	1033 ComEd	2493112068-	12/05/2022 Electricity Service 11/02-	46.66
170	7140	Electricity	1055 COINEU	12/22	12/05/2022	40.00
171	7140	Electricity	1033 ComEd	2607132134-	Electricity Service 11/01-	321.44
1,1	7 1.0	Licetifoley	1000 0011124	12/22	12/02/2022	321.11
172	7140	Electricity	1033 ComEd	2644104014-	Electricity Service 11/01-	360.65
		,		12/22	12/02/2022	
173	7140	Electricity	1033 ComEd	2901166089-	Electricity Service 11/02-	948.58
				12/22	12/05/2022	
174	7140	Electricity	1033 ComEd	2943015087-	Electricity Service 11/15-	16,293.95
				12/22	12/20/2022	
175	7140	Electricity	1033 ComEd	3471079047-	Electricity Service 11/02-	50.80
				12/22	12/05/2022	
176	7140	Electricity	1033 ComEd	6045062008-	Electricity Service 11/02-	129.54
				12/22	12/05/2022	
177	8100	Improvements	1328 John Neri Construction	2022-CIP-MFT-P7	2022 CIP MFT Street & Util Imp	57,000.00
	0.40-	<del> </del>	Company		11/30-12/15/2022 R-92-22	<b>a</b>
178	8100	Improvements	1364 Martam Construction	2022-Concrte-	2022 CIP Concrete Impr 10/13-	22,951.43
Total 2	I 20 - Mata	<u> </u> r Fuel Tax Fund		P4A	11/30/2022 R-118-22	103,308.15
l I Otal Z	- IVIULU	I I UCI I AN FUIIU				103,308.15

	Fund: 250 - Grant Projects Fund						
Progran	n: 2520 - C	apital Grants					
179	6000	Professional Services	1123 Christopher B Burke Engineering LTD	13	R-183-21 Oakton St Sidepath Phase II 10/30-11/26/22	3,057.05	

Line #	Account		Vendor	Invoice	Invoice Description	Amour
180	8100	Improvements	8618 Swallow Construction Corporation	2022-A-P9A	R-82-22 2022 CIP Contract A 12/10- 12/31/2022	194,698.6
otal 2	520 - Capit	tal Grants		l		197,755.6
otal 2	50 - Grant	Projects Fund				197,755.6
			Fund: 260 - Asse	et Seizure Fund		
rograr	n: 2620 - I	DEA				
181	7320	Equipment < \$5,000	4177 Uline Inc	157714820	Mobile Charging Cabinet	1,621.5
182	8015	Equipment	8725 Enviro Safety Products	6104123	2 Cases of Triple C Communication Ear Tips	108.00
183	8015	Equipment	8725 Enviro Safety Products	6105243	1 Case of Peltor Skull Screw Ear Tips	22.50
184	8015	Equipment	8725 Enviro Safety Products	6117300	17 Peltor ComTac Headsets	15,980.00
otal 20	620 - DEA					17,732.0
Program	n: 2640 - I	orfeit				
185	6195	Miscellaneous Contractual Services	6150 Partners & Paws Veterinary Services LLC	108030	K9 Jager Exam and Medication 7/12/2022	150.73
186	6195	Miscellaneous Contractual Services	6150 Partners & Paws Veterinary Services LLC	109523	K9 Jager Exam and Medication 8/16/2022	106.50
187	6195	Miscellaneous Contractual Services	6150 Partners & Paws Veterinary Services LLC	113660	K9 Jager Medication 11/29/2022	136.85
Total 26	 640 - Forfe					394.08
otal 2	<del>540 - 1011</del> 0				<u>l</u>	334.00
Total 20	60 - Asset	Seizure Fund				18,126.10
			F 1 400 1	.lp.::		
188	6015	Communication Services	Fund: 400 - Capit	9922890370	Communication Service 11/14-	97.98
100	0013	Communication Services	1332 VEHZOH WHEIESS	9922890370	12/13/2022	37.30
189	8100	Improvements	8618 Swallow Construction Corporation	2022-A-P9A	R-82-22 2022 CIP Contract A 12/10- 12/31/2022	28,525.85
190	8100	Improvements	1328 John Neri Construction Company Inc	2022-CIP-MFT-P7	2022 CIP MFT Street & Util Imp 11/30-12/15/2022 R-92-22	244,168.9
Total 40	00 - Capita	I Projects Fund				272,792.80
101	Гооог	Camanatan Handurana	Fund: 420 - IT Re		2 Delli stitude 0220 i entere	2.705.42
191	8005	Computer Hardware	1035 Dell Marketing LP	10638993933	2 Dell Latitude 9330 Laptops	3,785.42
192	8005	Computer Hardware	1035 Dell Marketing LP	10639519609	2 Monitors and 1 Soundbar	920.00
otal 42	20 - IT Rep	lacement Fund				4,705.42
			Fund: 430 - Facilities	Replacement Fund	d	
193	6315	R&M Buildings &	5440 Manusos General	6542	Drywall and Framing 10/19/22-	1,715.50
-	1	Structures	Contracting Inc		11/2/22	,

Structures

Contracting Inc

11/2/22

Line #	Account		Vendor	Invoice	Invoice Description	Amount
194	6315	R&M Buildings &	5440 Manusos General	6552	Infill Shower Base 11/10/2022 -	604.48
		Structures	Contracting Inc		Fire Station #61	
195	6315	R&M Buildings &	5440 Manusos General	6553	Drywall Installation in Office	2,372.90
		Structures	Contracting Inc		11/08/2022 - Fire Station #61	
196	6315	R&M Buildings &	5440 Manusos General	6554	Demolition for Plumbing Chase	1,037.20
		Structures	Contracting Inc		11/09/2022 - Fire Station #61	
197	6315	R&M Buildings &	5440 Manusos General	6555	Drywall for Exterior Wall Topping	2,475.80
		Structures	Contracting Inc		Over Insulation 12/06/2022 - Fire	
					Sta #61	
198	6315	R&M Buildings &	5440 Manusos General	FireStation61-P4	Fire Station #61 Remodel-Pay App	318,114.00
		Structures	Contracting Inc		#4-11/16-12/15/2022, R-126-22	
Total 43	0 - Faciliti	es Replacement Fund				326,319.88

			Non Depa	er/Sewer Fund		
Division	n: 550 - W	/ater Systems	ноп вера	- Cincincui		
199	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14- 12/13/2022	861.70
200	6195	Miscellaneous Contractual Services	4022 M E Simpson Co Inc	39192	TO# 5 Large Meter Testing - 08/08- 09/01/2022, R-213-21	10,175.00
201	6195	Miscellaneous Contractual Services	6281 Dorner Company	503130-1	Repair Surge Valve 2 & Remobilization - 10/10/2022	3,000.00
202	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9635	TO#20 Underground Electric - Howard - 08/20-10/08/22, R-174- 21	19,724.00
203	6310	R&M Vehicles	2016 Signarama	43474	Decal Fabrication & Install - PW 5137 & 9063 - 12/20/2022	55.00
204	7020	Supplies - Safety	2067 Cutler Workwear	PS-INV013865	2 Pairs Waterproof Safety Boots	332.90
205	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	10307	2 Heat Guns	42.98
206	7030	Supplies - Tools & Hardware	4640 Albany Steel & Brass Corporation	133146	Annular Cutter	111.80
207	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	3154	Nails & D Batteries	50.36
208	7030	Supplies - Tools & Hardware	8481 Linde Gas & Equipment Inc	32953298	Torch Adapter	23.84
209	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	BY8400	Starter - PW 9026	486.13
210	7040	Supplies - Vehicle R&M	1535 Wipeco Inc	0123796-IN	Shop Rags - PW	341.20
211	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	100568757	Shrink Tube, Washers, Tape, Zip Ties, Etc PW Water Stock	325.97
212	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133867247	225 Gals Bulk Engine Oil	859.16
213	7045	Supplies - Building R&M	1057 Menard Incorporated	10106	Tube Lights & LED Lights - Maple PS	39.50

Line #	Account		Vendor	Invoice	Invoice Description	Amoun
214	7045	Supplies - Building R&M	1047 Home Depot Credit	4021547	6 Gang Boxes - Maple Pumping	50.34
			Svcs		Station	
215	7070	Supplies - Water System	1709 Ziebell Water Service	260476-000	Hydrant Extension Kit	1,135.00
		Maintenance	Products Inc			
216	7070	Supplies - Water System	1072 Prairie Material	890829302	9.0 Cu Yds Concrete - Driveway	1,361.70
		Maintenance			Repair - 12/16/2022	
217	7070	Supplies - Water System	6992 Core & Main LP	S084650	(24) 1" Water Meters	4,680.00
		Maintenance				
218	7070	1 ''	6992 Core & Main LP	S115349	16 Repair Clamps	2,271.80
		Maintenance				
219	7140	Electricity	1033 ComEd	0718079040-	Electricity Service 11/02-	70.72
				12/22	12/05/2022	
220	7140	Electricity	1033 ComEd	1602149012-	Electricity Service 11/01-	191.16
				12/22	12/02/2022	
221	7140	Electricity	1033 ComEd	2382141015-	Electricity Service 11/02-	31.65
				12/22	12/05/2022	
222	7140	Electricity	1033 ComEd	2902009038-	Electricity Service 10/31-	266.72
				12/22	12/01/2022	
223	7140	Electricity	1033 ComEd	3526170000-	Electricity Service 10/31-	62.41
				12/22	12/01/2022	
224	7140	Electricity	1033 ComEd	4436122006-	Electricity Service 11/10-	7,861.74
				12/22	12/13/2022	
225	7140	Electricity	1033 ComEd	5646761001-	Electricity Service 10/31-	23.60
		_, , ,		12/22	12/01/2022	
226	7140	Electricity	1033 ComEd	6152054027-	Electricity Service 11/01-	3,794.30
				12/22	12/02/2022	
227	7150	Water Treatment	1082 Alexander Chemical	62509	Chlorine Tank Rental - 12/14/2022	2,487.80
		Chemicals	Corporation			
220	7200	11.26	2067.6. 11. 11. 1	DC 1811/04225C	O a da servicio Da ele Heife de	4 5 6 4 0 5
228	7300	Uniforms	2067 Cutler Workwear	PS-INV013356	Quartermaster Boots - Uniforms	1,561.05
220	7200	11.26	2067.6.11	DC 1811/042446	O and a second and the officer of Parallel	4 240 20
229	7300	Uniforms	2067 Cutler Workwear	PS-INV013416	Quartermaster Uniforms - Boots	1,210.20
220	7220	Faviament & CF 000	5406 Subsurface Solutions	20749	Look Detection Lagrans	10 200 00
230	7320	Equipment < \$5,000	5406 Subsurface Solutions	20749	Leak Detection Loggers -	18,200.00
224	7220	Equipment < CF 000	1FF2 Varizon Wireless	002200270	11/29/2022	A 4 7 A 7
231	7320	Equipment < \$5,000	1552 Verizon Wireless	9922890370	Communication Service 11/14-	417.47
222	7550	Minallana	1076 Camila Cl. la Dissail	2555	12/13/2022	24.00
232	7550	Miscellaneous Expenses	1076 Sam's Club Direct	2555	Meeting Refreshments	34.96
!	0 144::	<u></u>				00.440.4
iotal 55	0 - Water	Systems				82,142.16

Division	Division: 560 - Sewer Systems								
233	6015	Communication Services	8536 Peerless Network Inc	578655	Communication Service 12/15/2022-01/14/2023	200.33			
234	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14- 12/13/2022	486.29			
235	6310	R&M Vehicles	2626 Alpha Prime Communications	118752	2-Way Radio Install - PW 5137, PW 8045 - 12/12/2022	414.20			

Line #	Account		Vendor	Invoice	Invoice Description	Amount
	6310	R&M Vehicles	2016 Signarama	43474	Decal Fabrication & Install - PW	129.00
	0020				5137 & 9063 - 12/20/2022	
237	6505	Subsidy - Sewer Lateral Program	7990 Lindahl, David P	SLP-22-018	Sanitary Sewer Rebate 12/20/2022	87.00
238	6505	Subsidy - Sewer Lateral Program	8764 Maher, James	SLP-22-023	Sanitary Sewer Rebate 12/20/2022	100.00
239	6505	Subsidy - Sewer Lateral Program	8763 Heldak, Irene	SLP-22-024	Sanitary Sewer Rebate 12/20/2022	750.00
240	6510	Subsidy - Flood Assistance	2037 Frank, Ann Marie	FRB 22-022	Flood Rebate 12/15/2022	2,000.00
241	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	10181	2 Pipe Wrenches - Vactor	35.98
242	7035	Supplies - Equipment R&M	3518 O'Reilly Auto Parts	2479-139335	3 Crank Case Breathers - PW 8010	65.97
243	7040	Supplies - Vehicle R&M	1535 Wipeco Inc	0123796-IN	Shop Rags - PW	170.60
244	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	100566098	Electrical Connectors & RTV - PW Sewer Stock	330.77
245	7040	Supplies - Vehicle R&M	1674 Spring-Align of Palatine, Inc	122905	Plow Shoe Kits & Curb Guard Kits - PW 5102, 5095, 5123, 8035	280.00
246	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133867247	225 Gals Bulk Engine Oil	368.21
247	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-139180	Brake Pads - PW 8035	82.59
248	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280143002	4 Tires - PW 8041 & PW Stock	609.52
249	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3030557284	Fan Belts, Pulley, Idler, & Bolts - PW 8020	735.63
250	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	542401P	Door Window Track - PW 8026	139.50
251	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	846750	6 Vacuum Caps - PW 8029	2.70
252	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	847106	4 Vacuum Caps	1.48
253	7075	Supplies - Sewer System Maintenance	1162 Vollmar Clay Products Inc	188296	4 Missions - Sewer Repair	192.00
254	7075	Supplies - Sewer System Maintenance	1347 Lurvey Landscape Supply	T1-10469026	1/2 Cu Yd Top Soil - Sewer Restoration - 12/16/2022	19.00
255	7140	Electricity	1033 ComEd	0096017042- 12/22	Electricity Service 11/02- 12/05/2022	1,385.28
256	7140	Electricity	1033 ComEd	0575134020- 12/22	Electricity Service 10/31- 12/01/2022	58.66
257	7140	Electricity	1033 ComEd	0640144010- 12/22	Electricity Service 11/02- 12/05/2022	87.71
258	7140	Electricity	1033 ComEd	0762050019- 12/22	Electricity Service 11/03- 12/06/2022	22.06
259	7140	Electricity	1033 ComEd	2038128006- 12/22	Electricity Service 10/31- 12/02/2022	61.25
260	7140	Electricity	1033 ComEd	2148094073- 12/22	Electricity Service 11/03- 12/06/2022	81.94
261	7140	Electricity	1033 ComEd	3461136053- 12/22	Electricity Service 11/01- 12/02/2022	26.13

262 263 264 265 266 267 268	7140 7140 7140 7140 7140 7140	Electricity  Electricity  Electricity  Electricity  Electricity	Vendor  1033 ComEd  1033 ComEd  1033 ComEd  1033 ComEd  1033 ComEd	Invoice 3526009006- 12/22 3657136067- 12/22 4995025051- 12/22 5060090016- 12/22	Invoice Description  Electricity Service 11/02- 12/05/2022  Electricity Service 11/02- 12/05/2022  Electricity Service 11/01- 12/02/2022  Electricity Service 11/03-	80.33 27.26
263 264 265 266 267	7140 7140 7140 7140 7140	Electricity  Electricity  Electricity  Electricity	1033 ComEd  1033 ComEd  1033 ComEd	12/22 3657136067- 12/22 4995025051- 12/22 5060090016-	12/05/2022  Electricity Service 11/02- 12/05/2022  Electricity Service 11/01- 12/02/2022	80.33
264 265 266 267	7140 7140 7140 7140	Electricity  Electricity	1033 ComEd  1033 ComEd	3657136067- 12/22 4995025051- 12/22 5060090016-	Electricity Service 11/02- 12/05/2022 Electricity Service 11/01- 12/02/2022	
264 265 266 267	7140 7140 7140 7140	Electricity  Electricity	1033 ComEd  1033 ComEd	12/22 4995025051- 12/22 5060090016-	12/05/2022 Electricity Service 11/01- 12/02/2022	
265 266 267	7140 7140 7140	Electricity Electricity	1033 ComEd	4995025051- 12/22 5060090016-	Electricity Service 11/01- 12/02/2022	27.26
266 267	7140 7140	Electricity Electricity	1033 ComEd	12/22 5060090016-	12/02/2022	
266 267	7140 7140	Electricity		5060090016-	<del> </del>	
267	7140 7140	Electricity			LICCUITULY JCI VICC 11/UJ	135.56
267	7140	<u>,</u>	1033 ComEd		12/06/2022	
		Electricity		5814097012-	Electricity Service 11/02-	28.11
		Electricity		12/22	12/05/2022	
268		Electricity	1033 ComEd	6331089024-	Electricity Service 10/31-	142.69
268				12/22	12/01/2022	
	7300	Uniforms	2067 Cutler Workwear	PS-INV013356	Quartermaster Boots - Uniforms	697.30
269	7300	Uniforms	2067 Cutler Workwear	PS-INV013416	Quartermaster Uniforms - Boots	355.40
270	7300	Uniforms	2067 Cutler Workwear	PS-INV013864	4 Pairs Boots - Quartermaster	179.95
					Uniforms	
271	7550	Miscellaneous Expenses	1076 Sam's Club Direct	2555	Meeting Refreshments	34.96
Cotal 56	<u> </u> 50 - Sewei	r Systems				10,667.81
otal 5	30 30110	- Systems				10,007.81
Division	n: 580 - CII	P - Water/Sewer				
272	6000	Professional Services	2506 Trotter & Associates	20891	TO#13 Con Phase Fill Imp-Maple-	3,585.00
			Inc		10/31-11/30/2022, R-145-21	3,333.63
273	6000	Professional Services	2506 Trotter & Associates	20892	TO#22 Control Systems Review-	4,541.00
			Inc		Levee 50-10/31-11/30/2022, R-16-	
274	6000	Professional Services	2506 Trotter & Associates	20893	TO#23 Con Svcs Pump Replace -	2,031.50
			Inc		Maple - 10/31-11/30/2022, R-169-	_,
					22	
275	6000	Professional Services	4022 M E Simpson Co Inc	39130	TO#3 Leak Detection - 08/01-	5,770.00
					08/23/2022, R-213-21	-,
276	8100	Improvements	1328 John Neri Construction	2022-CIP-MFT-P7	2022 CIP MFT Street & Util Imp	75,868.34
270	0100	Improvements	Company Inc	2022 611 1411 1 1 7	11/30-12/15/2022 R-92-22	75,000.54
					,,,	
277	8100	Improvements	1328 John Neri Construction	Maple-PavApp-3	Maple Reservoir Fill Improvements	524,675.25
			Company Inc		05/20-12/23/2022, R-152-21	
			,			
otal 58	30 - CIP - V	Nater/Sewer	<u> </u>	<u> </u>	'	616,471.09
						-
Total 00	) - Non De	epartmental				709,281.06
Departi	ment: 30 -	- Finance				
278	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14-	65.75
_, _	0020			332233373	12/13/2022	000
279	6025	Administrative Services	7615 Sebis Direct Inc	41055	Utility Bill Rendering Services -	1,081.57
					Drop Date 12/16/2022	,
otal 30	) - Finance	9	1		<u> </u>	1,147.32
					1	,
otal 50	00 - Wateı	r/Sewer Fund				710,428.38

l		Fund: 510 - City Owned Parking Fund							
I	280	6015	Communication Services	8536 Peerless Network Inc	578655	Communication Service	357.76		
l						12/15/2022-01/14/2023			

Line #	Account		Vendor	Invoice	Invoice Description	Amount
281	6015	Communication Services	8536 Peerless Network Inc	578655	Communication Service 12/15/2022-01/14/2023	1,299.14
282	6025	Administrative Services	7960 Passport Labs Inc	INV-1034744	Mobile Pay Parking Transaction Fee for Nov 2022	22.94
283	7140	Electricity	1033 ComEd	0354464001- 12/22	Electricity Service 11/02- 12/05/2022	2,180.55
284	7140	Electricity	1033 ComEd	2239082030- 12/22	Electricity Service 11/02- 12/05/2022	964.15
285	7140	Electricity	1033 ComEd	4722388001- 12/22	Electricity Service 11/02- 12/05/2022	19.73
286	7140	Electricity	1033 ComEd	4791127023- 12/22	Electricity Service 11/02- 12/05/2022	2,357.38
287	7140	Electricity	1033 ComEd	5310303000- 12/22	Electricity Service 11/02- 12/05/2022	308.16
Total 51	LO - City Ov	wned Parking Fund				7,509.81

			Fund: 520 - Metra L	eased Parking Fu	nd		
288	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14- 12/13/2022	46.83	
289	6015	Communication Services	1552 Verizon Wireless	9922890370	Communication Service 11/14- 12/13/2022	36.01	
290	6025	Administrative Services	7960 Passport Labs Inc	INV-1034744	Mobile Pay Parking Transaction Fee for Nov 2022	298.59	
291	7140	Electricity	1033 ComEd	5222730006- 12/22	Electricity Service 10/31- 12/01/2022	105.88	
292	7540	Land Lease	1165 Union Pacific Railroad Company	Nov 2022	Parking Fees for Nov 2022	1,338.20	
Total 5	Total 520 - Metra Leased Parking Fund						

	Fund: 600 - Risk Management Fund								
293	5345	' '	1267 Northwest Community Hospital	28922	2 PW New Hire Pre-Employment Testings 10/14/2022	280.00			
294	5345	' '	1267 Northwest Community Hospital	29364	1 PD Post-Employment Accident Test 11/17/2022	66.00			
295	5570	Self Insured P&L Expense	1089 Autokrafters of Des Plaines	1477	Body Repair - Police 6095 - 12/02/2022	3,392.11			
Total 60	0 - Risk N	lanagement Fund				3,738.11			

			Fund: 700 - I	scrow Fund		
296	2229	Event - Holiday Lighting	1498 Indestructo Rental Company Inc	26810	Furniture Rentals for Winter Fair Event on 12/03/22	1,925.00
297	2229	Event - Holiday Lighting	7706 Lakeshore Recycling Systems LLC	PS505165	Portable Toilets & Serv-Tree Lighting & Winter Fair 12/2- 12/3/22	400.00
298	2229	Event - Holiday Lighting	7706 Lakeshore Recycling Systems LLC	PS505165	Portable Toilets & Serv-Tree Lighting & Winter Fair 12/2- 12/3/22	400.00
299	2460	Refundable Bonds	8760 Munoz, Andrea	Refund12/12/202 2	Refund Bond for Religious Torch Run 12/11/2022	500.00
300	2486	Additional Contracts - Engineering	1364 Martam Construction	2022-Concrte- P4A	2022 CIP Concrete Impr 10/13- 11/30/2022 R-118-22	624.40
Total 7	00 - Escro	ow Fund				3,849.40

1,921,829.53 Page 17 of 20 **Grand Total** 

# City of Des Plaines Warrant Register 01/17/2023 Manual Payments

				dyllicit		
Line #	Account		Vendor	Invoice	Invoice Description	Amount
				General Fund		
			•	inistration		
		ormation Technolo	Ť	Т		
301	6015	Communication	1010 AT&T Mobility	28702533395912	, , , , , , , , , , , , , , , , , , , ,	129.45
		Services		22	12/03/2022	
Total 2	30 - Inforn	nation Technology				129.45
Total 2	0 - City Ad	ministration				129.45
		Non Departmenta		T		
302	4849	Miscellaneous	8713 Topolanski, Kacper	Ref	Duplicate Payment for Ticket	250.00
		Revenues		C0483000064R	C0483-000064-Replaces	
					Check 146674	
Total 0	0 - Non De	partmental				250.00
			Public Works	& Engineering		
Divisio	n: 535 - Fa	cilities & Grounds N	/laintenance			
303	7140	Electricity	1033 ComEd	0459113083-	Electricity Service 08/12-	6,355.19
				9/22R	09/13/2022 - Replaces Ck	
					146820	
Total 5	35 - Facilit	ies & Grounds Mair	ntenance	•		6,355.19
					•	
Total 5	0 - Public \	Norks & Engineerin	lg			6,355.19
		<u> </u>				
			Fire De	partment		
Divisio	n: 710 - En	nergency Services	'			
304	6305	R&M Equipment	1157 Wirfs Industries Inc	33412R	Repair Damaged Rung on	335.00
					Ground Ladder 11/4/22-	000.00
					Replaces ACH 12784	
Total 7	10 - Fmers	ency Services			Replaces Nell 12701	335.00
		,,			L	
Total 7	0 - Fire De	nartment				335.00
Total 7	- 1110 50	partment			<u>l</u>	333.00
Depart	ment: 90 -	Overhead				
305	6015	Communication	1032 Comcast	161969354-8482	Internet/Cable Service	1,575.00
303	0013	Services	1032 Comcast	101909354-8482	12/15/2022-01/14/2023	1,373.00
306	6015		8622 RCN Telecom Services	41208850100159	Communication Service	661.37
	0012	Communication				001.37
207	6045	Services	LLC	60	12/21/2022-01/20/2023	270.00
307	6015	Communication	8622 RCN Telecom Services	41208850100159	Communication Service	370.00
		Services	LLC	60	12/21/2022-01/20/2023	
308	6015	Communication	8622 RCN Telecom Services	41208850100159	Communication Service	591.00
		Services	LLC	60	12/21/2022-01/20/2023	
309	6015	Communication	8622 RCN Telecom Services	41208850100159	Communication Service	795.00
		Services	LLC	60	12/21/2022-01/20/2023	
310	6015	Communication	8622 RCN Telecom Services	41208850100159	Communication Service	500.00
		Services	LLC	60	12/21/2022-01/20/2023	

# City of Des Plaines Warrant Register 01/17/2023 Manual Payments

Line #	Account		Vendor	Invoice	Invoice Description	Amount
311	6015	Communication	8622 RCN Telecom Services	41208850100159	Communication Service	98.00
		Services	LLC	60	12/21/2022-01/20/2023	
312	6015	Communication	8622 RCN Telecom Services	41208850100159	Communication Service	370.00
		Services	LLC	60	12/21/2022-01/20/2023	
313	6015	Communication	8622 RCN Telecom Services	41208850100159	Communication Service	396.36
		Services	LLC	60	12/21/2022-01/20/2023	
Total 90	) - Overhea	ad				5,356.73
Total 10	00 - Genera	al Fund				12,426.37
			Fund: 500 - Wa	ter/Sewer Fund		
Division	n: 550 - Wa	iter Systems				
314	6015	Communication	8622 RCN Telecom Services	41208850100159	Communication Service	280.00
		Services	LLC	60	12/21/2022-01/20/2023	
315	6015	Communication	8622 RCN Telecom Services	41208850100159	Communication Service	320.00
			1	lco	12/24/2022 04/20/2022	
		Services	LLC	60	12/21/2022-01/20/2023	

Total 500 - Water/Sewer Fund	600.00
Grand Total	13,026.37

# City of Des Plaines Warrant Register 01/17/2023 Summary

	Amount	Transfer Date
Automated Accounts Payable	\$ 1,921,829.53 **	1/17/2023
Manual Checks	\$ 13,026.37 **	12/29/2022
Payroll	\$ 1,396,158.23	12/30/2022
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ -	
Chicago Water Bill ACH	\$ -	
Postage Meter Direct Debits	\$ 7,209.79	12/29/2022
Utility Billing Refunds	\$ 2,011.72	12/21/2022
Debt Interest Payment	\$ -	
IMRF Payments	\$ -	
Employee Medical Trust	\$ 676,917.89	1/3/2023
Total Cash Disbursements:	\$ 4,017,153.53	

<sup>\*</sup> Multiple transfers processed on and/or before date shown

Adopted by the City Council of Des Plaines
This Seventeenth Day of January 2023
Ayes \_\_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

Jessica M. Mastalski, City Clerk

Andrew Goczkowski, Mayor

<sup>\*\*</sup> See attached report



### COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

#### MEMORANDUM

Date: January 5, 2023

To: Michael G. Bartholomew, City Manager

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

Subject: Re-Establish Downtown Restaurant District Grant Under Business Assistance Program

**Issue:** As part of the approval of the Fiscal Year 2023 budget, the City Council approved an additional \$100,000 for the Business Assistance Program (\$350,000 total) above the FY2022 allocation (\$250,000). Concurrent to these additional resources, staff proposes formally re-instituting the Downtown Restaurant District Grant as a component of the larger Business Assistance Program (BAP).

Analysis: Approved in 2016, the "Theatre and Restaurant District Program" was formed as a specific type of grant award under the BAP, which houses other grants awarded citywide such as Awning; Façade Improvement; Interior Build-Out; Outdoor Dining; and Multi-Unit Retail, which is aimed at commercial plazas. The Theatre and Restaurant District program led to two separate City Council approvals in 2018 for the maximum amount of \$100,000: 1575-1577 Ellinwood Street for Firewater Saloon (former Olivetti's) and 1504 Miner Street for Slyce Pizza (former Leona's). However, funds were not disbursed for either award, as the proposed restaurants did not complete construction or open within 12 months of approval. Nonetheless, the Council through its strategic planning is prioritizing the recruitment and cultivation of new restaurants within walking distance of the Des Plaines Theatre, the downtown Metra station, and new downtown development, so once again having a specific grant tailored to downtown restaurants — one that announces the availability of up to \$100,000 — can be an effective recruiting and communication tool.

The re-establishment of the program is necessary because it was previously established to coincide with the presence of TIF District No. 1, or "the Downtown TIF," which expired as of the end of 2021. Over the past couple of years, any restaurant grant awarded downtown, such as the award for At 7 at 1472 Market Street, was granted under the parameters of the Interior Build-Out grant. While the Interior Build-Out grant is still an important component of the BAP – and the grant is proposed to remain active – its focus is citywide. Its awards have gone not only to support new businesses but also, with City Council approval, toward the renovation or enhancement of existing ones. Re-establishing a downtown-specific program for *new* businesses will place increased economic development emphasis to that area.

Additionally, the geography of the eligible grant area is proposed to expand. The previously approved guidelines mapped the Theatre and Restaurant District to be partially coterminous with TIF District No. 1. However, with the grant no longer tied to TIF No. 1, the grant's eligible area could be expanded to coincide with the downtown area as mapped in the Downtown Market Study of the 2019 Comprehensive Plan, which is larger than the former Theatre and Restaurant District. Notably, the expanded area includes segments of Lee Street not previously included, from Thacker Street north to approximately 770 Lee (where there are

currently vacant commercial spaces) and north of Perry Street to Harding Avenue.

Also proposed to change is the maximum award that could be approved and disbursed administratively by staff. Under the former program, this maximum was \$20,000. The revised guidelines reduce this maximum to \$10,000, which is consistent with other grants in the BAP. For this reason, even with a larger mapped eligible area the City Council will have discretion on most if not all expected applications to approve or not approve based on proposed restaurant concept, demonstrated need for assistance, or any other criteria the Council deems appropriate.

Funding for any awards that may be approved or disbursed in 2023 has already been appropriated through the Budget approval (General Fund), but the attached resolution serves to re-establish the parameters and administration of a downtown-specific program.

**Recommendation:** I recommend that the Council adopt Resolution R-27-23 to approve the re-established and revised Downtown Restaurant District Grant and its guidelines.

#### **Attachments:**

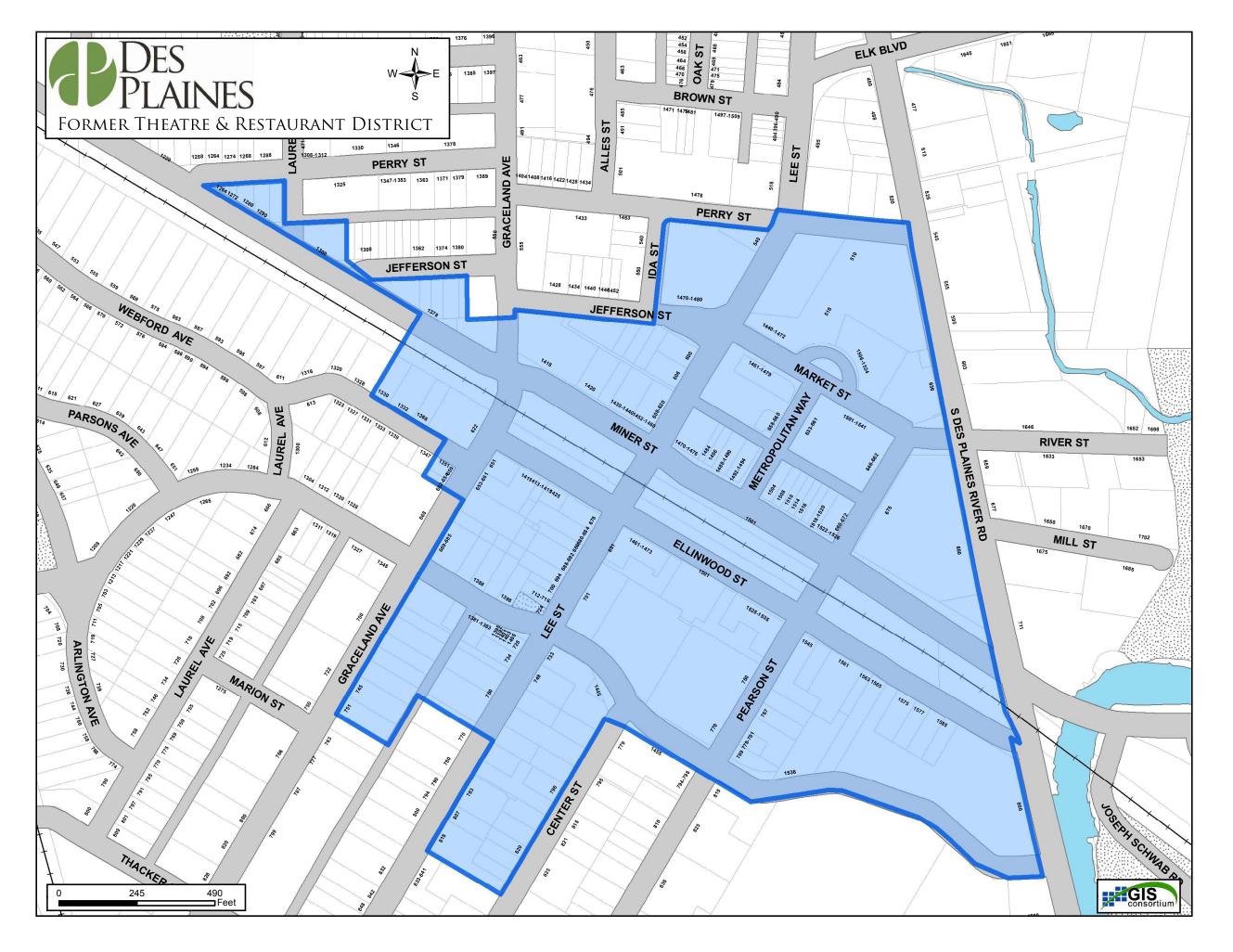
Attachment 1: Former Theatre and Restaurant District Grant Map

#### Resolution

Resolution R-27-23

#### **Exhibits:**

Exhibit A: New Downtown Restaurant District Grant Guidelines, with New Map



Attachment 1 Page 3 of 10

#### CITY OF DES PLAINES

#### **RESOLUTION** R - 27 - 23

# A RESOLUTION APPROVING AND RE-ESTABLISHING THE DOWNTOWN RESTAURANT DISTRICT GRANT UNDER THE BUSINESS ASSISTANCE PROGRAM.

**WHEREAS,** in 2016, the City Council adopted Resolution R-147-16, establishing the Downtown Restaurant District Program ("*Program*") to reimburse up to 50 percent of the eligible costs incurred to locate a new restaurant within the established Downtown Restaurant District; and

**WHEREAS,** the Program coincided with the existence of the downtown Tax Increment District No. 1 ("*TIF District*"), which expired at the end of Fiscal Year 2021; and

WHEREAS, although the TIF District has expired, the City desires to re-establish the Program subject to revised and updated guidelines, boundaries for the Downtown Restaurant District, and procedures regarding eligibility and the administration of the Program as part of the Business Assistance Program generally (collectively, the "Revised Guidelines"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Revised Guidelines and approve the re-establishment the Program in accordance with the Revised Guidelines;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL 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: RE-ESTABLISHMENT OF PROGRAM.** The City Council hereby approves the re-establishment of the Program in accordance with the Revised Guidelines.

**SECTION 3: APPROVAL OF REVISED GUIDELINES.** The City Council hereby approves the Revised Guidelines in substantially the form attached to this Resolution as **Exhibit A**.

**SECTION 4: IMPLEMENTATION OF PROGRAM.** The City Council hereby authorizes and directs the City Manager, or his designee, to take all necessary and appropriate action to implement the Program.

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

[SIGNATURE PAGE FOLLOWS]

{00130152.1}

	PASSED this	_day of	, 2023.	
	APPROVED this _	day of	, 2023.	
	VOTE: AYES	NAYS	ABSENT	
			MAYOR	
ATTEST:			Approved as to form:	
CITY CLE	DK.		Peter M. Friedman, General Counsel	

DP-Resolution Re-Establishing the Downtown Restaurant District Program

#### DOWNTOWN RESTAURANT DISTRICT PROGRAM GUIDELINES – REVISED 2023

#### **Overview**

The City's Downtown Restaurant District Program allows businesses to be reimbursed for up to 50% of costs incurred to locate a NEW restaurant within the City of Des Plaines Downtown Restaurant District. The maximum Program award amount is \$100,000 per business. Project awards over \$10,000 must be approved by the City Council. The Community and Economic Development Department (CED) shall review and may approve project awards of \$10,000 or less. CED is responsible for developing procedures and general administration of this program.

#### **Qualifications**

Applicants must be a **NEW** restaurant locating within the District. Applicants must demonstrate that they are in the process of applying for a new Business Registration Certificate. Only properties within the eligible Downtown Restaurant District Map are eligible for the award. In addition, the following Limits to Participation apply:

#### Limits to Participation

- ✓ The minimum award is \$5,000; applicants must install at least \$10,000 in eligible improvements.
- ✓ Restaurants may apply for one grant award per business over the life of the program. (If there is a compelling need for more than one grant, City Council approval is required).
- ✓ Restaurants have twelve (12) months after the "Letter of Approval" to complete the project.
- ✓ Restaurants must generate food and beverage tax. If any restaurant chooses to accept the grant award they must agree not to remove improvements for any reason without limitation for a period of (5) five years after receiving the grant money.
- ✓ If any restaurant removes the improvements, sells, or vacates the benefitted property for any reason in this (5) five year period they must repay the grant award on a pro rata basis within (30) thirty days of removal. Grants do not fully vest unless the grant recipient owns or remains a tenant of the benefitted property for a period of five (5) years after the date of the grant award, or until such time as agreed by the City and the grant recipient. If a grant recipient removed the improvements, sells, or vacates the benefitted property before the vesting period ends, the grant recipient must refund to the City the pro rata amount of the grant that has not yet vested. Grant recipients must sign an agreement with the City promising to refund any unvested amount and granting the City a lien against the benefitted property, or other form of security, for any portion of the unvested amount that the grant recipient fails to refund to the City.

#### **Eligible Improvements**

Improvements include but are not limited to:

• Hard cost for tenant build-out (all fixtures must be permanent).

Exhibit A Page 6 of 10

- Permanent physical improvements to the interior of a building.
- Permanent physical improvements to the exterior façade of a building, including signage.

All eligible improvements are subject to approval by the (CED) Department.

#### Property Owner's Consent

Those restaurants that are tenants of commercial buildings are eligible if the property owner's consent is provided in writing.

#### Proof of Ownership/Leasing Requirement

All applicants must show proof of a signed, written lease agreement for a period of no less than five years at the time of application or provide proof of ownership for the subject property.

Approval for the program does not constitute a right to begin work. The City will take efforts to coordinate the issuance of building permits and grant approval; however, it is fully the applicant's responsibility to obtain the necessary permits prior to the start of work. It is strongly advised that the applicant apply for the grant program prior to, or concurrently with the application for building permits.

#### \*Disclaimer

All grant awards are subject to funding by City Council during the budget process in each fiscal year. City Council reserves the right to discontinue this program at any time for any reason without notice.

### DOWNTOWN RESTAURANT DISTRICT ADMINISTRATIVE PROCEDURE

#### Step (1) Submittal of Application

Applications should be completed and submitted to the CED Department on the 3rd floor of City Hall for review and approval by staff. The following items are required at the time of application:

- Application Forms
- Letter of Property Owner Consent (if applicable);
- Proof of at least a five-year lease at the subject property or proof of ownership;
- Contractor's work proposal (including a detailed cost estimate and diagram of improvements).
- Business plan including financial projections.
- Consent for background check and credit report.

#### **Pre-Application Conference**

Prospective applicants who are considering improvements are encouraged to request a preapplication conference with (CED) Department staff.

#### **Prioritizing Submittals**

If more applications are received than current funding levels can accommodate, the CED Department will prioritize them on the basis of the date of receipt of the completed

Exhibit A Page 7 of 10

application process.

#### Approvals needed

If the total award amount is estimated to be \$10,000 or less, then CED will approve or deny the application.

If the total award amount is estimated to be over \$10,000, then the applicant must receive approval from the City Council.

#### Step (2) Begin Work

If CED or the City Council approves the grant request, a "Letter of Approval" will be sent to the applicant by the CED Department, including an estimate of the total grant amount the applicant is eligible to receive.

#### **Required Permits**

At this time the applicant should secure the services of the appropriate contractors needed to complete the work. All contractors must be properly registered, licensed, and bonded as required by law. It is the applicant's responsibility to ensure that the selected contractors secure all required sign, building, and/or construction related permits from the City. The selected contractors will be expected to complete the project in accordance with the approved plans, all applicable codes and ordinances, and standard building practices. Assuming the City has issued all necessary permits, work may begin. Sign and/or building permit applications can be submitted to the Building Division located on the 3rd floor of City Hall.

#### Completion within Twelve (12) Months

All work must be started within six months, and completed within twelve (12) months from receiving "Letter of Approval". If the applicant cannot complete the work detailed on the application within twelve (12) months of receiving "Letter of Approval", the applicant has the ability to request a single, six-month extension from the CED Department. Prior to, or during construction, any on-the-job changes to the design must be reviewed and approved by the CED Department.

#### Step (3) Completion of the Job

Upon completion of the project, the work is to be approved by an inspector in the Building Division of the CED Department for compliance with the original design drawing and design notes, including initialed changes, City building codes, zoning ordinances, and sign ordinances. Only that work for which the permit was issued will be inspected.

Exhibit A Page 8 of 10

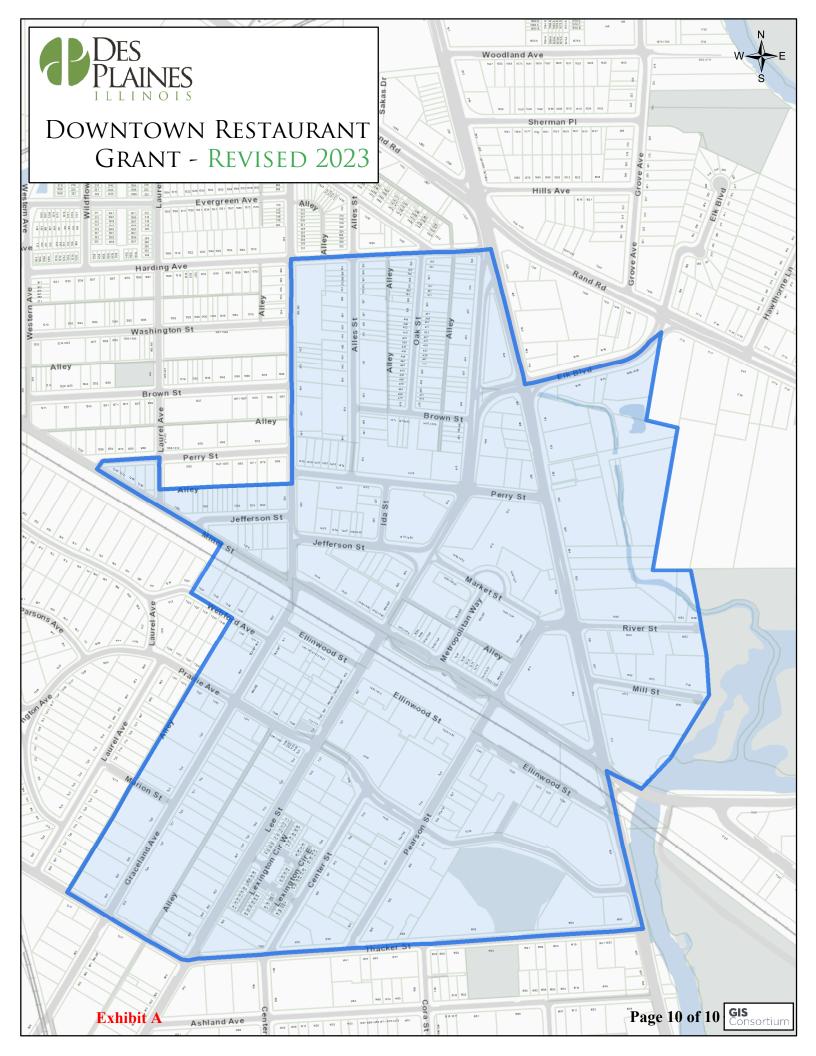
#### **Step (4) Payment of the Grant**

Applicant must submit:

- Notarized Paid-in-Full receipts (copy or original).
- Notarized Final Waiver of Lien (completed by contractor).
- Completed IRS W-9 form.
- Executed reimbursement agreement.

Forms can be notarized in the City Clerk's office on the 6th floor of City Hall. Checks will be authorized for reimbursement by the CED Department after the work has been inspected and certified as to its completion and compliance, after the applicant has completed an IRS W-9 form, and after City Council approval via the warrant register at a City Council meeting.

Exhibit A Page 9 of 10





#### **HUMAN RESOURCES DEPARTMENT**

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

#### **MEMORANDUM**

Date: January 17, 2023

To: Michael G. Bartholomew, City Manager

From: Becky Madison, Director of Human Resources BAM

Subject: Interlocal Agreement - Des Plaines Senior Center

**Issue:** For the City Council to approve the Interlocal Agreement between the City of Des Plaines and the Des Plaines Community Senior Center (a.k.a. the Frisbie Senior Center), as well as authorize advance subsidy funding in the amount of \$55,000 for the 2023 fiscal year.

**Analysis:** The Des Plaines Community Senior Center serves Des Plaines seniors through intellectually enriching, socially engaging, and physically energizing programs and volunteer opportunities. The intergovernmental relationship between the City, Senior Center and the Park District has been a very successful one which has benefitted many of the City's residents.

As historical background, the funding approved in prior years as well as budgeted amount for 2023 is as follows:

Year	City of Des Plaines	Des Plaines Park District
2014	\$40,000	\$30,000
2015	\$50,000	\$36,000
2016	\$50,000	\$36,000
2017	\$50,000	\$36,000
2018	\$50,000	\$36,000
2019	\$50,000	\$36,000
2020	\$55,000	\$36,000
2021	\$55,000	\$36,000
2022	\$55,000	\$36,000
2023	\$55,000	\$38,400

**Recommendation:** I recommend that the City Council approve the Interlocal Agreement between the Des Plaines Community Senior Center and the City, as well as authorize subsidy funding in the budgeted amount of \$55,000 for the 2023 fiscal year.

#### Attachments:

Attachment 1: 2022 Senior Center Funding Year-End Report

Resolution R - 18 - 23

Exhibit A: Interlocal Agreement

### DES PLAINES COMMUNITY SENIOR CENTER City of Des Plaines

#### 2022 Year-End Grant Report

#### Introduction

In January of 2022 the City of Des Plaines awarded a \$55,000 grant (R-19-22) to the Des Plaines Community Senior Center in support of programming services offered at the Frisbie Senior Center. The following report provides an overview of the outcomes as well as information about persons served in 2022.

#### **Use of Funds**

The Des Plaines Community Senior Center (DPCSC) continues to carry out its mission of serving active people through intellectually enriching, socially engaging, and physically energizing programs and volunteer opportunities. The organization's membership of approximately 650 individuals and various daily users benefit from well over 75 monthly offerings, many of which occur on a weekly or bi-weekly basis. Programs and services offered at the Frisbie Senior Center (FSC) include, but are not limited to: daily social and recreational activities; on-going educational programming; planned day trips and extended trips; resource referral and linkage; one-to-one counseling options, focusing on health, legal, employment, and a host of other topics; assistance with determining eligibility for and enrolling in federal, state, county, and municipal benefits programs; and access to a Veterans' Affairs representative twice a month, through an on-site VA office. The funding provided by the City of Des Plaines is used to support the some of the aforementioned programs and services.

#### **Organizational and Program Changes**

The Center experienced the departure of its Social Worker in September of 2022. Although it has been extremely difficult to fill this open position due to the unfavorable labor market, continued efforts are being made with the hope to fill this role on the first guarter of 2023.

#### **Accomplishments & Encountered Problems**

The Des Plaines Community Senior Center provides a vibrant and action-filled environment for residents aging at home, but in need of somewhere to socialize and interact with persons of the same demographic. The Center's program portfolio offers a robust spectrum of opportunities for older adults to engage, socialize, learn and receive the support and resources necessary to "age in place" here in the immediate community. From January through December, the Center had over 18,250 visits, whereby over 43,000 hours of program utilization has taken place. The top 3 categories accounting for these visits remain: 1.) fitness/exercise, 2.) social events, and 3.) recreation. During that same period, the organization has recorded over 6,200 volunteer hours.

Attachment 1 Page 2 of 7

The DPCSC also celebrates the following accomplishments from 2022:

- continued to support older persons "aging in place" and to help stave off the effects of loneliness and isolation;
- continued to provide much-needed senior-centric services and resources to the community-at-large; implemented an in-depth strategic planning initiative, whereby a planning document for 2023 2025 was adopted and operationalized;
- continued to meet the changing needs of the community-at-large by providing COVID-19 and flu vaccination clinics;
- and re-established reserve to better address unexpected events and plan for needed capital improvement projects.

#### **Goals for Next Reporting Period**

The Des Plaines Community Senior Center continues to serve its members/users through a variety of on-site and virtual engagements. For the 2023 calendar year, the following goals have been established:

- re-engage with collaborative programming opportunities with other community-based organizations (i.e. Des Plaines Youth Commission, DP Arts Council, DP History Center, and D62) to enhance the spectrum of programs and resources offered;
- evaluate current trends and needed resources to consider program expansion, whether through adding hours of operation are providing programs and services to other demographics;
- continue to recruit additional volunteers to support general operations as well as social enterprise;
- and address challenges posed by current commercial real estate market. Working toward these goals will continue to support the organization's mission, while providing an opportunity for the Des Plaines Community Senior Center to enhance its support of older adults living in Des Plaines.

As the Des Plaines Community Senior Center continues to provide much-needed programming and services for older adults "aging in place", it remains committed to continued partnership with the City of Des Plaines to serve its residents. As a result, the DPCSC requested \$55,000 in funding for 2023 in order to continue to provide the aforementioned supports. The DPCSC remains committed to supporting the needs of older local residents, especially during these very trying times.

#### Conclusion

The City of Des Plaines's continued investment in the Des Plaines Community Senior Center reinforces a variety of senior programming and services as well as outreach activities to older adults living in the immediate community. Through this continued partnership, the Des Plaines Community Senior Center looks forward to providing on-going social engagement, recreational opportunities, resource coordination, and other outreach activities for seniors living in Des Plaines.

Attachment 1 Page 3 of 7

#### CITY OF DES PLAINES

#### RESOLUTION R - 18 - 23

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE DES PLAINES PARK DISTRICT AND THE DES PLAINES COMMUNITY SENIOR CENTER FOR THE PROVISION OF FUNDING FOR SERVICES.

- **WHEREAS,** Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City of Des Plaines ("City") to contract with individuals, associations and corporations, in any manner not prohibited by law or ordinance; and
- **WHEREAS,** the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, encourages cooperation between governmental entities and agencies; and
- WHEREAS, the City and the Des Plaines Park District ("Park District") desire to provide funding to the Des Plaines Community Senior Center ("Senior Center") to provide services to senior citizens in the City ("Services"); and
- **WHEREAS,** the City, the Park District, the Senior Center desire to enter into an Interlocal Agreement ("Agreement"), pursuant to which Agreement the City will provide \$55,000 and the Park District will provide \$38,400 to the Senior Center for the provision of the Services in 2023; and
- **WHEREAS,** the City Council has determined that it is in the best interest of the City to authorize the City Manager to execute, and City Clerk to attest, the Agreement;
- **NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Des Plaines, County of Cook, Illinois, in the exercise of its home rule powers, as follows:
- **SECTION 1: RECITALS.** The recitals set forth above are incorporated here by reference.
- **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: PAYMENT AUTHORIZATION.** The City Council hereby authorizes the Director of Finance to issue payment, after execution of the final Agreement by the Park District, the Senior Center, and the City, to the Des Plaines Community Senior Center, 52 East Northwest Highway, Des Plaines, Illinois 60016, in the amount of \$55,000.

{00130147.1}

	<b>TION 5: EFFECTIVE DATE.</b> This assage and approval according to lav	Resolution shall be in full force and effect from v.
	PASSED this day of	, 2023.
	APPROVED this day of	, 2023.
	VOTE: AYES NAYS	ABSENT
		MAYOR
ATTEST:		Approved as to form:
CITY CLER	K	Peter M. Friedman, General Counsel

DP-Resolution Senior Center Agreement Funding 2023

#### INTERLOCAL AGREEMENT BETWEEN THE CITY OF DES PLAINES, THE DES PLAINES PARK DISTRICT AND THE DES PLAINES COMMUNITY SENIOR CENTER FOR THE PROVISION AND FUNDING OF SERVICES

THIS AGREEMENT, entered into between the City of Des Plaines (hereinafter "City"), the Des Plaines Park District (hereinafter "Park District"), and the Des Plaines Community Senior Center, also known as the Frisbie Senior Center (hereinafter "Senior Center") (collectively, the City, the Park District, and the Senior Center are the "Parties"), provides as follows:

WHEREAS, this Agreement is entered into pursuant to the Intergovernmental Cooperation provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.; and

WHEREAS, the City and the Park District desire to provide funding to the Senior Center for the provision by the Senior Center of certain programming and services to senior citizens ("Programs and Services"), and the Senior Center desires to receive such funding from the City and the Park District to provide the Programming and Services;

NOW THEREFORE, the City, the Park District and the Senior Center hereby agree as follows:

- 1. The recitals as set forth above are incorporated into the body of this Agreement as if fully set forth herein.
- 2. The City shall provide \$55,000 and the Park District shall provide \$38,400 to the Senior Center for the provision of the Programs and Services in 2023. At the conclusion of the fiscal year, the Senior Center shall provide the City and the Park District with an accounting of the funds expended on the Programs and the Services.
- 3. Prior Interlocal Agreements between the Parties for the provision and funding of services, including without limitation those Interlocal Agreements approved by the City Council by the adoption of Resolutions R-18-05 and R-37-05, shall remain in full force and effect to the extent not inconsistent herewith.
- 4. On an annual basis, the Parties will: (a) review the Programs and Services that were funded by the City and the Park District during the prior year, and (b) will agree to the Programs and Services to be funded by the City and the Park District during the upcoming year. The City may restrict use of City funding to Programs and Services that are the same as, or comparable to, Programs and Services funded by the City during prior years, all as determined by the City Manager or his designee. The Parties hereto agree that the Park District funding is restricted to recreational Programs and Services as determined by the Park District Director or his designee that is an official board member of the Senior Center. Notice of any change(s) to the Programs and Services shall be made in writing 60 days prior to effective date of the change(s).
- 5. The Senior Center Staff shall provide the City and Park District periodic reports on not less than a semiannual basis, which reports shall include the number of Des Plaines residents served by the Senior Center. The Senior Center shall, at a time and date mutually agreed upon by the Parties, make an annual presentation to both the City and the Park District

Exhibit A Page 6 of 7

regarding the Programs and Services delivered by the Senior Center using City and Park District funds.

- 6. The Senior Center will acknowledge the City and Park District's funding support as Diamond Level Sponsors in its monthly newsletter, materials both paper and electronic, and any publicity efforts or promotional vehicles as reasonably identified by the respective Parties. The City will continue to provide refuse pickup and landscaping services to the Senior Center as previously agreed under separate agreements.
- 7. This Agreement shall be controlled by the law of the State of Illinois and the venue for any disputes that arise hereunder shall be in the Circuit Court of Cook County Illinois, Second Municipal District.
- 8. This Agreement shall be binding upon the parties, their successors, and/or assigns, and may not be terminated or restricted except in accordance with the provisions of this Agreement and by a writing executed by both parties.
- 9. This Agreement may be terminated by any of the Parties by written notice to the other Parties dated at least 90 days prior to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and by executing this Agreement, the parties do hereby affirmatively state that they have been given full authority by their respective governing bodies to execute this Agreement.

CITY OF DES PLAINES	DES PLAINES PARK DISTRICT
By: Its: City Manager	By:
Date:	Date:
ATTEST:	ATTEST:
Its: City Clerk	Its:
DES PLAINES COMMUNITY SENIOR CENTER	
By: Its:	
Date:	
ATTEST:	
Its:	
DP-Agreements\Senior Center Agreement 2023	

Exhibit A Page 7 of 7



#### **HUMAN RESOURCES DEPARTMENT**

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

#### **MEMORANDUM**

Date: January 17, 2023

To: Michael G. Bartholomew, City Manager

From: Becky Madison, Director of Human Resources

Subject: Interlocal Agreement - Meals on Wheels Program

**Issue:** For the City Council to approve the Interlocal Agreement between the City of Des Plaines and the Des Plaines Community Senior Center (a.k.a. the Frisbie Senior Center) to provide the Meals on Wheels program, as well as authorize subsidy funding in the budgeted amount of \$40,000 for the 2023 fiscal year.

**Analysis:** During the 2023 Budget deliberations the Des Plaines Community Senior Center requested a \$40,000 subsidy from the City for the Meals on Wheels program, which was approved by the City Council. The Meals on Wheels program continues to sustain aging-at-home practices, provide critical nourishment for program participants, and maintain necessary outreach and monitoring for the City's most vulnerable residents. As historical background, the funding approved in prior years is as follows:

Year	City of Des Plaines
2013	\$35,000
2014	\$35,000
2015	\$37,500
2016	\$37,500
2017	\$37,500
2018	\$37,500
2019	\$37,500
2020	\$40,000
2021	\$40,000
2022	\$40,000
2023 Budget	\$40,000

**Recommendation:** I recommend that the City Council approve the Interlocal Agreement between the City of Des Plaines and the Des Plaines Community Senior Center to provide the Meals on Wheels program, as well as authorize subsidy funding in the budgeted amount of \$40,000 for the 2023 fiscal year.

#### Attachments:

Attachment 1: 2022 Year-End Report - Meals on Wheels Program

Resolution R-19 - 23

Exhibit A: Interlocal Agreement

#### DES PLAINES COMMUNITY SENIOR CENTER

City of Des Plaines - Meals on Wheels Program

#### 2022 Year-End Grant Report

#### Introduction

In January of 2022, the City of Des Plaines awarded a \$40,000 grant (R-20-22) to the Des Plaines Community Senior Center for administering the Meals on Wheels program throughout the 2022 calendar year. The following report provides an overview of this program and its outcomes as well as information about persons served in 2022.

#### **Progress of Funded Program**

The Meals on Wheels program, administered by the Des Plaines Community Senior Center (DPCSC) provides a hot, nutritionally balanced meal for home-bound seniors, age 60 and older, who are unable to prepare their own meals. The program operates every week, Monday through Friday; the only exceptions are seven identified holidays per calendar year and the occasional day when weather conditions pose significant risk to those delivering meals. A social worker conducts in-home assessments to determine initial eligibility, and communicates with the participant's doctor to identify any specific dietary needs/limitations (please note that in-person interactions remain suspended due to the COVID-19 pandemic and a reluctance for individuals to allow people into their residences). The DPCSC has contracted with Meals on Wheels of Northeastern Illinois to provide five (5) hot meals per week for delivery to program participants Monday – Friday. There is a \$6.00 charge per meal, which directly offsets the cost of preparing the meals. Aside from the amount of time that needs to be dedicated to regular communication with program participants and volunteers, most efforts are directed at responding to the variety of changes (e.g. schedule of need, diet, and cancellation/initiation) and nuances that are encountered on a daily basis.

Over the course of 2022, the program has served 34 different individuals. The program's Social Worker has conducted six (6) assessments and seven (7) reassessments in that timeframe. In November, volunteers delivered emergency meal kits to program participants; each kit contained four (4) "shelf stable" meals, whereby the participants could use these resources in the event inclement weather prohibited meal delivery.

Below is a breakdown of participants by month, which includes total meals prepared/delivered:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
# of Participants	16	16	15	16	18	13	14	14	17	15	14	12
Total Meals	259	273	294	276	290	249	229	260	286	292	280	228

Attachment 1 Page 2 of 8

Several factors can contribute to the fluctuation in participation, including but not limited to short-term, inpatient hospital care, seasonality transition to assisted living facilities, and death. Compared to the same timeframe in 2021, there has been a drop-off in utilization of this program. It is hypothesized that decreased program participation is a residual effect of the COVID-19 pandemic partly due to death of older persons with co-morbidities, less highly vulnerable older adults living independently in the community, increased support from family members, and/or a combination of all the aforementioned factors. Continued efforts will be made to monitor and evaluate the program's performance. Additionally, the DPCSC will continue to work with the city to actively market and promote this program to residents of Des Plaines.

#### Organizational and Program Changes

There are no organizational changes to report at this time.

#### **Encountered Problems**

Generally, the program has functioned well during 2022. Program participants were pleased with the return of daily hot meal delivery in late 2021, but there have been some on-going challenges with the vendor. Specifically, meal orders have been incorrect, some dairy products have exceeded their "best by" dates, and working toward resolving issues has been challenging. Efforts are underway to explore options for a different vendor. However, in the meantime, DPCSC representatives continue to monitor these incidents and communicate with the foodservice provider in order to ensure they are meeting the basic program requirements.

#### **Goals for Next Reporting Period**

The Des Plaines Community Senior Center continues to administer this much needed program for the City's most fragile citizens in a cost-effective manner. DPCSC administrators maintain on-going dialogue with city representatives as well as the meal vendor to review program outcomes and effectiveness. The DPCSC intends to request \$40,000 in funding for FY23 in order to continue the administrative activities of carrying out the Meals on Wheels program on behalf of the City of Des Plaines.

#### Conclusion

The City of Des Plaines' support of the Meals on Wheels program, administered by the Des Plaines Community Senior Center, continues to sustain aging-at-home practices, provide critical nourishment for program participants, and maintain necessary outreach and monitoring for the city's most vulnerable residents. The Des Plaines Community Senior Center appreciates the support it has received and looks forward to a continued partnership with the City, supporting the Meals on Wheels program, well into the future.

Attachment 1 Page 3 of 8

# Des Plaines Community Senior Center Meals on Wheels Program Year-To-Date Expenditure Report January 1, 2022 - December 31, 2022

#### **Direct Cost**

Personnel	
Program Manager (MSW)	\$28,712.60
Finance Manager	\$6,078.40
Volunteers	\$1,276.00
Emergency Meal Kits (20 clients)	\$660.00
Supplies	\$384.00
Postage	\$180.00
Telephone	\$432.00
Total Direct Cost	\$37,723.00
Indirect Cost	
Insurance	\$494.00
GL	\$226.00
WC	\$186.00
DO	\$82.00
Utilities	\$1,541.00
Audit	\$242.00
Total Indirect Cost	\$2,277.00
Total Cost	\$40,000.00

Attachment 1 Page 4 of 8

#### CITY OF DES PLAINES

#### RESOLUTION R - 19 - 23

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE DES PLAINES COMMUNITY SENIOR CENTER FOR THE PROVISION OF FUNDING FOR THE MEALS ON WHEELS PROGRAM.

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

**WHEREAS**, the City desires to provide funding to the Des Plaines Community Senior Center ("Senior Center") to administer the Meals on Wheels program ("Program") for residents of the City; and

**WHEREAS,** the City has appropriated \$40,000 during the 2023 fiscal year for use by the Senior Center for the Program; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to authorize the City Manager to execute, and City Clerk to attest, an Interlocal Agreement between the City and the Senior Center ("Agreement"), pursuant to which Agreement the City will provide \$40,000 to the Senior Center for the Program;

**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 recitals set forth above are incorporated here by reference.

**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: PAYMENT AUTHORIZATION.** The City Council hereby authorizes the Director of Finance to issue payment, after execution of the final Agreement by the Senior Center and the City, to the Des Plaines Community Senior Center, 52 East Northwest Highway, Des Plaines, Illinois 60016, in the amount of \$40,000.

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

#### [SIGNATURES ON FOLLOWING PAGE]

CITY CLER	RK		Peter M. Friedman, General Counsel	
ATTEST:			Approved as to form:	
			MAYOR	
		_		
	VOTE: AYES	NAYS	ABSENT	
	APPROVED this	day of	, 2023.	
	PASSED this da	y of		

DP-Resolution Senior Center Agreement Meals on Wheels Funding 2023

# INTERLOCAL AGREEMENT BETWEEN THE CITY OF DES PLAINES AND THE DES PLAINES COMMUNITY SENIOR CENTER FOR THE PROVISION AND FUNDING OF THE MEALS ON WHEELS PROGRAM

THIS AGREEMENT, entered into between the City of Des Plaines (hereinafter "City") and the Des Plaines Community Senior Center (hereinafter "Senior Center") also known as the Frisbie Senior Center, provide as follows:

WHEREAS, this Agreement is entered into pursuant to the Intergovernmental Cooperation provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. and Public Act 91-0424; and

WHEREAS, the City and the Senior Center are the Parties to this Agreement and have agreed for the provision and funding of services, by the City to the Senior Center for providing Meals on Wheels programming; and

WHEREAS, the City and the Senior Center, in an effort to more effectively and efficiently administer the Meals on Wheels program, enter into this agreement;

NOW THEREFORE, the City and the Senior Center agree as follows:

- 1. The recitals as set forth above are incorporated into the body of this Agreement as if fully set forth herein.
- 2. The City shall pay \$40,000 in 2023 to the Senior Center for the Meals on Wheels programming provided by the Senior Center to the Des Plaines community. At the conclusion of each program year, the Senior Center shall provide an accounting of the funds expended for the Meals on Wheels program.
- 3. The Senior Center shall provide the City with periodic reports at the City's request, but in no case shall the reports be made on less than an annual basis. Such reports shall include the number of Des Plaines residents served by the Meals on Wheels program. The Senior Center shall, at a time and date mutually agreed, make an annual presentation to the City regarding the Meals on Wheels program resulting from the funding provided.
- 4. In the event that the number of prospective participants exceeds the amount of funding provided for the Meals on Wheels program, the Senior Center shall have the ability to limit the number of participants in the program. The Senior Center shall provide written notice of the decision to cap program participation to the City.
- 5. The Senior Center will acknowledge the City's funding support in program materials, publicity efforts, and other promotional materials, both paper and electronic, as reasonably identified by the respective Staffs of the Parties.

Exhibit A Page 7 of 8

- 6. The City shall utilize its Geographic Information System (GIS) to produce and provide delivery route maps to the Senior Center upon request, provided reasonable notice for such request is made.
- 7. This Agreement shall be controlled by the governing law of the State of Illinois and the venue for any disputes that arise hereunder shall be in the Circuit Court of Cook County Illinois, Second Municipal District.
- 8. This Agreement shall be binding upon the parties, their successors, and/or assigns, and may not be terminated or restricted except in accordance with the provisions of this Agreement and by a writing executed by both parties.
- 9. Nothing in this Agreement shall purport to terminate, restrict, extend, or otherwise modify commitments previously agreed to by separate Agreement between the Parties.
- 10. This Agreement may be terminated by a written notice dated at least 90 days prior to the effective date of termination. In the event that this provision is invoked by either Party, a joint letter advising of the termination signed by both Parties shall be developed to inform participants in the program.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and by executing this Agreement, the parties do hereby affirmatively state that they have been given full authority by their respective governing bodies to execute this Agreement.

CITY OF DES PLAINES	DES PLAINES COMMUNITY SENIOR CENTER
By: Its: City Manager	By:
Date:	Date:
ATTEST:	ATTEST:
Its: City Clerk	Its:

Legal\Agreements\Senior Center Meals On Wheels Agreement 2023



#### **HUMAN RESOURCES DEPARTMENT**

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

#### **MEMORANDUM**

Date: January 17, 2023

To: Michael G. Bartholomew, City Manager

From: Becky Madison, Director of Human Resources BAM

Subject: Interlocal Agreement for Health and Support Services- Des Plaines Senior Center

**Issue:** For the City Council to approve the Interlocal Agreement between the City of Des Plaines and the Des Plaines Community Senior Center (a.k.a. the Frisbie Senior Center), as well as authorize an annual subsidy funding in the amount of \$41,500.

**Analysis:** Senior centers serve as a gateway to the nation's aging network by connecting older adults to community services that can help them stay healthy and independent. To maintain operations, senior centers must leverage resources from a variety of sources such as federal, state and local governments. Des Plaines is experiencing and will continue to experience through 2030 an increase in residents over age 55. This translates to the largest demographic shift over the shortest time period and triggers the need for increased senior specific services.

The Des Plaines Community Senior Center serves Des Plaines seniors through intellectually enriching, socially engaging, and physically energizing programs and volunteer opportunities. They offer a wide variety of services, such as daily social and recreational activities, on-going educational programming, one on one counseling options focusing on health, legal, employment, as well as others. The Senior Center works closely with the Health and Human Services Division (HHS) of the City. Over the past several years the City of Des Plaines has partnered with the Senior Center on the meals on wheels program, which has been very successful for the City. Through these intergovernmental partnerships the City along with the Senior Center are able to provide efficient and effective services to our residents.

In 2017, the City Council approved an agreement with the Senior Center to provide additional services that have been previously provided by the City. Some of the services that have been offered include the following:

- Health Screenings
  - o Blood pressure (2x per month)
  - o Cholesterol (monthly)
  - o Balance (monthly)
  - o Flu shots (2x per year)
  - Hearing
  - o Podiatrist
- Health Presentations

- o "Lunch & Learn" Senior Health Talk (monthly)
- o "Ask the Pharmacist Brown Bag" (quarterly)
- o Shingles (annually)
- o Dental health (bi-annually)
- o Take Charge of Your Health
- Support Groups
  - o Parkinson's Disease (monthly)
  - o Caregivers Support Group (monthly)
  - o Diabetes
  - Various w/ mental health focus
- Referrals
  - Senior-related services
    - Housing
    - In-home support
    - Rehabilitation
  - o Miscellaneous local resources and assistance programs
- City Services
  - o Benefits Access\*
  - Access to Care\*
  - Handicap Placards\*
  - o Subsidized Taxi Ride Program\*
  - Emergency Assistance\*

The cost of providing this service is \$41,500, which the City has agreed to fund on an annual basis.

**Recommendation:** I recommend that the City Council approve the Interlocal Agreement between the Des Plaines Community Senior Center and the City, as well as authorize subsidy funding in the amount of \$41,500 for the 2023 fiscal year.

#### Attachments:

Attachment 1: 2022 Senior Center Funding Year-End Report

Attachment 2: 2022 HHS Year-End Report

Resolution R - 20 - 23

Exhibit A: Interlocal Agreement

<sup>\*</sup>Frisbie Senior Center staff has a general understanding of processes/procedures as a result of a past internship in the City's Health and Human Services Department.

### DES PLAINES COMMUNITY SENIOR CENTER City of Des Plaines

#### 2022 Year-End Grant Report

#### Introduction

In January of 2022 the City of Des Plaines awarded a \$55,000 grant (R-19-22) to the Des Plaines Community Senior Center in support of programming services offered at the Frisbie Senior Center. The following report provides an overview of the outcomes as well as information about persons served in 2022.

#### **Use of Funds**

The Des Plaines Community Senior Center (DPCSC) continues to carry out its mission of serving active people through intellectually enriching, socially engaging, and physically energizing programs and volunteer opportunities. The organization's membership of approximately 650 individuals and various daily users benefit from well over 75 monthly offerings, many of which occur on a weekly or bi-weekly basis. Programs and services offered at the Frisbie Senior Center (FSC) include, but are not limited to: daily social and recreational activities; on-going educational programming; planned day trips and extended trips; resource referral and linkage; one-to-one counseling options, focusing on health, legal, employment, and a host of other topics; assistance with determining eligibility for and enrolling in federal, state, county, and municipal benefits programs; and access to a Veterans' Affairs representative twice a month, through an on-site VA office. The funding provided by the City of Des Plaines is used to support the some of the aforementioned programs and services.

#### **Organizational and Program Changes**

The Center experienced the departure of its Social Worker in September of 2022. Although it has been extremely difficult to fill this open position due to the unfavorable labor market, continued efforts are being made with the hope to fill this role on the first guarter of 2023.

#### **Accomplishments & Encountered Problems**

The Des Plaines Community Senior Center provides a vibrant and action-filled environment for residents aging at home, but in need of somewhere to socialize and interact with persons of the same demographic. The Center's program portfolio offers a robust spectrum of opportunities for older adults to engage, socialize, learn and receive the support and resources necessary to "age in place" here in the immediate community. From January through December, the Center had over 18,250 visits, whereby over 43,000 hours of program utilization has taken place. The top 3 categories accounting for these visits remain: 1.) fitness/exercise, 2.) social events, and 3.) recreation. During that same period, the organization has recorded over 6,200 volunteer hours.

Attachment 1 Page 3 of 13

The DPCSC also celebrates the following accomplishments from 2022:

- continued to support older persons "aging in place" and to help stave off the effects of loneliness and isolation;
- continued to provide much-needed senior-centric services and resources to the community-at-large; implemented an in-depth strategic planning initiative, whereby a planning document for 2023 2025 was adopted and operationalized;
- continued to meet the changing needs of the community-at-large by providing COVID-19 and flu vaccination clinics;
- and re-established reserve to better address unexpected events and plan for needed capital improvement projects.

#### **Goals for Next Reporting Period**

The Des Plaines Community Senior Center continues to serve its members/users through a variety of on-site and virtual engagements. For the 2023 calendar year, the following goals have been established:

- re-engage with collaborative programming opportunities with other community-based organizations (i.e. Des Plaines Youth Commission, DP Arts Council, DP History Center, and D62) to enhance the spectrum of programs and resources offered;
- evaluate current trends and needed resources to consider program expansion, whether through adding hours of operation are providing programs and services to other demographics;
- continue to recruit additional volunteers to support general operations as well as social enterprise;
- and address challenges posed by current commercial real estate market. Working toward these goals will continue to support the organization's mission, while providing an opportunity for the Des Plaines Community Senior Center to enhance its support of older adults living in Des Plaines.

As the Des Plaines Community Senior Center continues to provide much-needed programming and services for older adults "aging in place", it remains committed to continued partnership with the City of Des Plaines to serve its residents. As a result, the DPCSC requested \$55,000 in funding for 2023 in order to continue to provide the aforementioned supports. The DPCSC remains committed to supporting the needs of older local residents, especially during these very trying times.

#### **Conclusion**

The City of Des Plaines's continued investment in the Des Plaines Community Senior Center reinforces a variety of senior programming and services as well as outreach activities to older adults living in the immediate community. Through this continued partnership, the Des Plaines Community Senior Center looks forward to providing on-going social engagement, recreational opportunities, resource coordination, and other outreach activities for seniors living in Des Plaines.

Attachment 1 Page 4 of 13

### DES PLAINES COMMUNITY SENIOR CENTER City of Des Plaines

2022 Year-End Health & Support Service Grant Report

#### Introduction

In January of 2022 the City of Des Plaines awarded a \$41,500 grant (R-21-22) to the Des Plaines Community Senior Center for the provision of health and support services offered through the Frisbie Senior Center as an extension to those provided through the city of Des Plaines Department of Health and Human Services. The following report provides an overview of the outcomes as well as information about persons served in 2022.

#### **Use of Funds**

The Des Plaines Community Senior Center (DPCSC) continues to carry out its mission of serving active people through intellectually enriching, socially engaging, and physically energizing programs and volunteer opportunities. As part of that mission, the DPCSC has committed significant resources to creating and maintaining a suite of health and wellness programs and services, mostly through capitalizing on its partnerships with other community partners. Since August of 2017, the DPCSC was asked to explore ways in which the organization may be able to continue to provide services similar to those provided by the recently retired community health nurse. Further, the city wished to capitalize on the DPCSC's easily accessible facility and more regular hours of operation. The funding provided by the City of Des Plaines supports health screenings, health presentations, support groups, referral services, and assistance with senior-related city services.

#### **Accomplishments**

The DPCSC continues to provide health and support services in accordance to the aforementioned funding agreement; the types of services offered have also grown beyond the original intent of service provision. Below is the unique interface data for calendar year 2022:

#### Health Screenings 2022: January - December

Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Blood													
Pressure	5	3	4	2	-	4	-	-	-	50	-	-	68
Screening													
Hearing	3	2	5	1	1					25		_	37
Screening	3		J	ı	ı	-	_	_	-	2	-	-	5
Memory Screening	-	-	3	-	-	-	1	-	-	-	-	ı	4

The DPCSC continued it Lunch & Learn program series in the second half of 2022. These sessions address various topics about preventive care and wellness. Here is a breakdown of the sessions that were between July and December:

July (8) – "What You Need To Know About Senior Living Communities"

Attachment 2 Page 5 of 13

- August (6) Senior Downsizing
- September (11) Medical Devices & Safety in the Home
- October (13) Aging Eyes
- December (14) Financial Security

Total attendance during the calendar year was one hundred nineteen (119) individuals.

With regard to the support services that are now being extended through the DPCSC, our staff continues to encounter individuals coming in for a specific service that often require additional supports based on the information they provide during their application interviews. This has proved to be a win-win-win scenario whereby the city is providing its residents a more robust array of services, needy individuals are receiving the resources and supports they require, and the Center is identifying individuals – previously unfamiliar with the organization – who might benefit from the other programs and services offered onsite. Below is a comprehensive representation of the support services provided in 2022:

#### 2022 Support Services: January - December

Type of Services	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Access To Care	-	-	ı	ı	-	-	-	-	-	-	1	-	1
Adult Day Services	-	-	-	-	1	1	-	-	-	-	-	-	2
Attorney Referral	-	-	-	-	1	1	1	-	-	3	-	-	6
CCP/Adult Day Services Referral	-	-	-	1	1	-	-	ı	-	-	-	-	2
CEDA Services	-	1	-	-	-	-	-	-	2	1	_	-	4
Credit/Debit Help	-	-	-	-	2	-	1	1	1	1	3	3	12
Dental Referral	-	-	-	-	-	-	1	1	-	-	-	-	2
Extra Help	-	2	-	-	-	-	-	-	-	-	-	-	2
Eye Exam Referral	-	-	-	-	-	-	_	2	-	-	-	-	2
Financial Counseling	-	-	-	-	1	2	-	-	-	-	-	-	3
Food Pantry Referral	-	1	ı	ı	ı	ı	ı	ı	ı	ı	_	-	1
Free Government Phone Program	-	-	1	2	1	1	1	1	1	-	-	-	8
Handicap Placards	5	3	7	2	2	2	2	4	5	2	1	4	39
Home Care Referral	1	4	2	2	1	2	3	ı	1	-	-	-	16
Housing Referrals	3	1	3	1	2	3	6	2	1	-	_	-	22
Insurance/ Medication Help	-	-	-	1	-	-	-	-	-	-	-	-	1
License Plate Discount	11	8	10	13	12	18	8	21	18	14	7	9	151
License Plate-Over Income	-	2	6	-	5	3	-	1	-	1	-	-	18
LIHEAP referral	1	1	5	3	1	-	-	1		6	-	-	18
Medicaid	-	2	3	1	1	4	-	1	1	-	-	-	13

Attachment 2 Page 6 of 13

Medicare Savings Program	-	2	1	1	1	2	_	2	-	2	1	-	13
Painting/Handyman Referral	3	-	1	-	1	1	-	1	-	2	-	2	11
Podiatrist	3	7	7	10	10	10	12	12	8	8	12	8	107
Property Tax Help	-	-	-	-	2	-	1	-	5	-	-	-	8
Reduced Fare/Ride Free	3	5	6	17	20	16	9	14	12	2	-	4	108
Rental Assistance/ Mortgage Assistance	_	_	3	3	_	2	_	_	2	_	_	_	10
SHIP	3	3	1	1	6	3	3	4	8	26	32	17	107
SNAP	1	1	1	-	3	1	1	8	4	3	2	-	24
Social Security	1	-	-	-	1	2	-	-	-	2	1	-	7
Taxi Cab Vouchers	-	-	-	-	-	1	-	2	-	-	-	-	3
Transportation Referral	3	3	4	3	1	6	3	4	2	2	-	-	29
Meal Referral	-	-	1	-	2	-	-	-	-	-	-	-	3
Mental Health Referral	-	-	1	-	-	_	1	1	-	-	-	_	2

Continued efforts will be made to increase awareness and encourage utilization of these much needed services for older adults.

The Center continues to provide a medical lending closet that allows the community-at-large access to gently used assistive devices for short-term rental or purchase. Most of these items are available to support persons who are recovering at home from medical procedures or those who require assistive devices to support their daily living habits. From July through December, 40 Des Plaines residents rented equipment (95 for the entire calendar year), while 35 Des Plaines residents purchased equipment outright (88 over the course of 2022). The Center continues to experience increased utilization from persons from neighboring communities as well – 49 for July through December; 134 for the entire year.

It should be noted that Center representatives continue to receive a significant number of inquiries about affordable senior housing and general transportation assistance.

#### **Encountered Problems**

Not applicable.

#### Organizational and Program Changes

The placement of a social work intern terminated in late summer. Since this was a temporary and supervised field placement, there is no immediate plan to have another intern to support activities. Further, in September, the Center experienced the departure of its Social Worker. This position was responsible for several of the triage and ancillary services that are provided as part of this grant. Unfortunately, due to the unfavorable labor

Attachment 2 Page 7 of 13

market, it has been extremely difficult to fill this open position. Continued efforts are being made with the hope to fill this role on the first quarter of 2023.

#### **Goals for Next Reporting Period**

The Des Plaines Community Senior Center continues to support the city's Health & Human Services Department by coordinating several important health-related programs and services as well as by providing expanded access to various city-sponsored programs for seniors. The DPCSC intends to request \$41,500 in funding for FY23 to continue providing these much needed service to he older residents of Des Plaines.

#### Conclusion

The Des Plaines Community Senior Center continues to provide a variety of senior programming and services as well as outreach activities to older adults living in the immediate community. Through the continued partnership with the City of Des Plaines, the Des Plaines Community Senior Center looks forward to providing on-going health and support services for seniors living in Des Plaines.

Attachment 2 Page 8 of 13

#### CITY OF DES PLAINES

#### **RESOLUTION** R - 20 - 23

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE DES PLAINES COMMUNITY SENIOR CENTER FOR THE PROVISION OF FUNDING FOR HEALTH AND SUPPORT SERVICES.

- **WHEREAS,** Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City of Des Plaines ("City") to contract with individuals, associations and corporations, in any manner not prohibited by law or ordinance; and
- **WHEREAS,** the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, encourages cooperation between governmental entities and agencies; and
- **WHEREAS**, the City previously employed a community health nurse ("Community Health Nurse") who provided vital services to Seniors; and
- **WHEREAS,** in order to continue to provide services similar to those provided by the Community Health Nurse, the City desires to provide funding to the Des Plaines Community Senior Center ("Senior Center") to provide additional health and support services to Seniors ("Health and Support Services"); and
- **WHEREAS,** the City appropriated \$41,500 for use by the Senior Center to provide the Health and Support Services during the 2023 fiscal year; and
- **WHEREAS,** the City Council has determined that it is in the best interest of the City to authorize the City Manager to execute, and City Clerk to attest, an Interlocal Agreement between the City and the Senior Center ("Agreement"), under which Agreement the City will provide \$41,500 in fiscal year 2023 to the Senior Center for the Health and Support Services;
- **NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Des Plaines, County of Cook, Illinois, in the exercise of its home rule powers, as follows:
- **SECTION 1: RECITALS.** The recitals set forth above are incorporated here by reference.
- **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: PAYMENT AUTHORIZATION.** The City Council hereby authorizes the Director of Finance to issue payment, after execution of the final Agreement by the Senior Center and the City, to the Des Plaines Community Senior Center, 52 East Northwest Highway, Des Plaines, Illinois 60016, in the amount of \$41,500 for fiscal year 2023.

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

	PASSED this day of		, 2023.		
	APPROVED this	day of		, 2023.	
	VOTE: AYES	_ NAYS _		ABSENT	
				MAYOR	
ATTEST:			Approved as to form:		
CITY CLERK			Peter M. Friedman, General Counsel		

DP-Resolution Senior Center Agreement Funding 2023 – Additional Services

# INTERLOCAL AGREEMENT BETWEEN THE CITY OF DES PLAINES AND THE DES PLAINES COMMUNITY SENIOR CENTER FOR THE PROVISION AND FUNDING OF HEALTH AND SUPPORT SERVICES

THIS AGREEMENT, entered into between the City of Des Plaines (hereinafter "City") and the Des Plaines Community Senior Center, also known as the Frisbie Senior Center (hereinafter "Senior Center") (collectively, the City and the Senior Center are the "Parties"), provides as follows:

WHEREAS, this Agreement is entered into pursuant to the Intergovernmental Cooperation provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, on January 18, 2023, the City, the City of Des Plaines Park District ("Park District"), and the Senior Center entered into an agreement for the provision of programs and services ("Services") whereby the City and Park District provide funding for the Services; and

WHEREAS, the City desires to provide additional funding to the Senior Center for the provision by the Senior Center of additional programming and services to senior citizens ("Additional Services"), which Additional Services more fully described in Exhibit I, incorporated by reference herein; and

WHEREAS, the Senior Center desires to receive such funding from the City to provide the Additional Services;

NOW THEREFORE, the City and the Senior Center hereby agree as follows:

- 1. The recitals as set forth above are incorporated into the body of this Agreement as if fully set forth herein.
- 2. During fiscal year 2023, the City shall provide \$41,500 to the Senior Center for the provision of the Additional Services. At the conclusion of each fiscal year, the Senior Center shall provide the City with an accounting of the funds expended on the Additional Services.
- 3. All other Interlocal Agreements between the Parties for the provision and funding of services shall remain in full force and effect to the extent not inconsistent herewith.
- 4. On an annual basis, the Parties will: (a) review the Additional Services that were funded by the City during the prior year, and (b) will agree to the Additional Services to be funded by the City and the Park District during the upcoming year. The City may restrict use of City funding to Additional Services that are the same as, or comparable to, Additional Services funded by the City during prior years, all as determined by the City Manager or his designee. Notice of any change(s) to the Additional Services shall be made in writing 60 days prior to effective date of the change(s).

Exhibit A Page 11 of 13

- 5. The Senior Center Staff shall provide the City periodic reports on not less than a semiannual basis, which reports shall include the number of Des Plaines residents served by the Senior Center. The Senior Center shall, at a time and date mutually agreed upon by the Parties, make an annual presentation to the City regarding the Additional Services delivered by the Senior Center using City funds.
- 6. The Senior Center will acknowledge the City's funding support as Diamond Level Sponsors in its monthly newsletter, materials both paper and electronic, and any publicity efforts or promotional vehicles as reasonably identified by the respective Parties. The City will continue to provide refuse pickup and landscaping services to the Senior Center as previously agreed under separate agreements.
- 7. This Agreement shall be controlled by the law of the State of Illinois and the venue for any disputes that arise hereunder shall be in the Circuit Court of Cook County Illinois, Second Municipal District.
- 8. This Agreement shall be binding upon the parties, their successors, and/or assigns, and may not be terminated or restricted except in accordance with the provisions of this Agreement and by a writing executed by both parties.
- 9. This Agreement may be terminated by any of the Parties by written notice to the other Parties dated at least 90 days prior to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and by executing this Agreement, the parties do hereby affirmatively state that they have been given full authority by their respective governing bodies to execute this Agreement.

CITY OF DES PLAINES	DES PLAINES COMMUNITY CENTER		
By: City Manager	By: Its:		
Date:	Date:		
ATTEST:	ATTEST:		
Its: City Clerk	Its:		

Senior Center Funding Agreement 2023 - Additional Services

Exhibit A Page 12 of 13

#### **EXHIBIT I**

#### ADDITIONAL SERVICES

The Additional Services, include, but are not limited to, the following:

- Health Screenings
  - o Blood pressure (2x per month)
  - o Cholesterol (monthly)
  - o Balance (monthly)
  - o Flu shots (2x per year)
  - o Hearing (TBD)
  - o Podiatrist (TBD)
- Health Presentations
  - o "Lunch & Learn" Senior Health Talk (monthly)
  - o "Ask the Pharmacist Brown Bag" (quarterly)
  - Shingles (annually)
  - o Dental health (bi-annually)
  - o Take Charge of Your Health (TBD)
- Support Groups
  - o Parkinson's Disease (monthly)
  - o Caregivers Support Group (monthly)
  - o Diabetes (TBD)
  - O Various w/ mental health focus (TBD)
- Referrals
  - Senior-related services
    - Housing
    - In-home support
    - Rehabilitation
  - Miscellaneous local resources and assistance programs
- City Services
  - o Benefits Access
  - Access to Care
  - Handicap Placards
  - Subsidized Taxi Ride Program
  - o Emergency Assistance

Exhibit A Page 13 of 13



#### **HEALTH & HUMAN SERVICES**

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

#### **MEMORANDUM**

Date: January 17, 2023

To: Michael G. Bartholomew, City Manager

From: Becky Madison, Director of Human Services

Kathy Puetz, Community Social Worker

Subject: 2023 Social Services Funding Process

**Issue:** During the 2023 Budget process, City Council allocated \$210,000 for disbursement to social service agencies that apply for the 2023 Social Services Funding Program. City Council approved a \$50,000 increase from 2022 in recognition of the changes made to the City of Des Plaines' Community Development Block Grant (CDBG) Annual Action Plan. During the 2023 Budget process, City Council was interested in knowing more about the Program's application and evaluation process. The intent of this memorandum is to provide additional details about the recommended 2023 Social Service Funding application and evaluation process for review and discussion.

A copy of the 2023 Social Service Funding Application can be found in Attachment 1 and the rating criteria can be found in Attachment 2.

#### **Analysis:**

#### 2022 Program Review

To better understand the needs of the residents seeking referral services through Health and Human Services (HHS), staff tracked and reviewed the calls for service in 2022, which is outlined in Table One below. Review of this information provides staff data to better understand the types of social service organizations the City depends on to refer residents requiring resources. Table Two refers to the organizations funded through the Social Service Funding Program in 2022 by type, which closely aligns with the service referrals sought by the community.

Table One – 2022 Top 5 Quarterly HHS Call for Service Referral

Quarter One		Quarter Two		<b>Quarter Three</b>		YTD Quarter Four	
Referred Service	Calls	Referred Service	Calls	Referred Service	Calls	Referred Service	Calls
Health/Wellness	69	Health/Wellness	49	Health/Wellness	55	Health/Wellness	42
Homeless Prevention	57	Financial Wellness	42	Financial Wellness	53	Homeless Prevention	37
Housing Assistance	37	Housing Assistance	41	Housing Assistance	48	Housing Assistance	33
Home Maintenance	32	Transportation	35	Homeless Prevention	41	Transportation	25
Food Resources	30	Food Resources	33	Transportation	37	Home Care	24
Financial Wellness	30						

The type of services provided in each referral type are defined below:

- <u>Health/Wellness referrals</u> include mental health, substance abuse, physical health, medication disposal, pharmaceutical assistance programs, State Health Insurance Assistance Program Counseling, case management, handicap placards, benefit access, well-being checks, friendly visitors, grocery shopping services, and adult day care.
- <u>Homeless Prevention referrals</u> include emergency shelters, PADS, transitional housing, eviction procedures, security deposits, and rental assistance.
- <u>Financial Wellness referrals</u> include job services, Illinois Department of Human Services programs, social security, social service disability insurance, Low Income Heat and Energy Assistance Program (LIHEAP), and benefit access.
- <u>Housing referrals</u> include nursing home contacts, retirement, supportive living, and housing choice vouchers, and affordable and shared housing options.
- <u>Home Maintenance referrals</u> include handyman programs, weatherization, handicapped ramp programs and snow removal.
- <u>Transportation referrals</u> include local, township and subsidized taxicab program options, and PACE /RTA programs.
- <u>Food Resource referrals</u> include community pantries and dinners, food gift certificates, LINK/SNAP (Food Stamps) and holiday programs.

Table Two – 2022 Social Service Funding Program Agency Recipients by Referred Service Type

Referred Service Type	Recipient*	# Residents Served (2021)	Funding equest	2 Approved Funding
Health/Wellness	Advocate Lutheran General Older Adult Services	119	\$ 6,000	\$ 4,154
	Avenues to Independence	10	\$ 8,000	\$ 2,500
	Children's Advocacy Center	63	\$ 6,000	\$ 5,226
	Hopeful Beginnings	61	\$ 5,000	\$ 4,824
	Josselyn Center	163	\$ 11,500	\$ 7,847
	Korean American Women in Need (KANWIN)	38	\$ 7,000	\$ 4,489
	Kenneth Young	23	\$ 10,000	\$ 4,335

	Life Span	294	\$ 5,000	\$ 5,000
	North Shore Senior Services	826	\$ 10,000	\$ 6,463
	Northwest Center Against Sexual Assault	49	\$ 15,000	\$ 4,690
	Northwest Suburban Day Care Center	14	\$ 10,000	\$ 4,958
	Salvation Army - PAI Program	9	\$ 3,000	\$ 3,000
	Suburban Primary Health Care Council - Access to Care	177	\$ 7,000	\$ 5,092
Homeless Prevention	Center of Concern	14,389	\$ 16,500	\$ 11,365
	Connections for the Homeless	232	\$ 5,000	\$ 5,000
	Journey's: The Road Home	12	\$ 5,000	\$ 4,221
	Northwest Compass	104	\$ 15,000	\$ 4,489
	Open Communities	11	\$ 8,000	\$ 4,221
Financial Wellness	Salvation Army - Des Plaines	200	\$ 8,040	\$ 4,958
Housing	The Bridge Youth and Family Services	17	\$ 5,000	\$ 4,757
	The Harbour, Inc.	8	\$ 3,000	\$ 3,000
	Shelter, INC.	22	\$ 5,000	\$ 4,623
Home Maintenance	DP Community Foundation	600	\$ 10,000	\$ 5,293
	Northwest Housing Partnership - Senior Handyman Program	60	\$ 6,500	\$ 4,824
Transportation	Maine Niles Association for Special Recreation	71	\$ 2,000	\$ 2,000
<b>Food Resources</b>	Bessie's Table	5,753 Meals	\$ 3,000	\$ 3,000
	Feed My Sheep	350 Meals	\$ 5,000	\$ 5,000
	Community Backpack Program	69	\$ 14,400	\$ 3,953
	Self-Help Closet & Pantry	403 Households	\$ 15,000	\$ 11,700
<b>.</b>	Trinity Lutheran Church/5 Loaves	100 Meals	\$ 2,000	\$ 2,000
Immigration Services	Alliance for Immigrant Neighbors	17	\$ 8,000	\$ 3,886
Volunteerism	Clean Up - Give Back	744	\$ 12,500	\$ 5,025
	HandsOn Suburban Chicago	83	\$ 5,000	\$ 4,087

<sup>\*</sup>Many of the Social Service Program Funding recipients provide more than one preferred service type. They are listed in the category HHS primarily calls for service referrals.

For a more detailed review of each 2022 Social Service Funding Program recipient, please see Attachment 3, the 2022 Social Service Funding Application Overview.

#### 2022 Social Service Funding Recipient Application Review

HHS utilized a point system to assist with the ranking of allocations of the Social Service Funding Program funds in 2022. The funding recommendations were based on the criteria and weighting listed in Table Three:

Table Three – 2022 Social Service Funding Rating Criteria and Weights

Criteria  Criteria	Percentage of Total Score
How many Des Plaines residents used each program/service that you are requesting funding for in the past 12 months	30%
The applicant clearly describes the local needs the agency addresses and strategies it uses to directly address the local need	10%
The applicant clearly summarizes the agency's grant proposal.	10%
The applicant clearly explains how the agency measures goals, progress, and outcomes	10%
The applicant provides evidence of community support for their agency and the services it provides.	5%
The applicant clearly describes the agency's commitment to continued annual fundraising efforts.	5%
The applicant clearly describes the agency's engagement of high need and/or underserved populations.	5%
The applicant clearly describes the agency's utilization of prior year funding from the City of Des Plaines. (If applicable)	5%
The applicant clearly describes the agency's plans if the amount of City funding is less than anticipated.	5%
The applicant clearly explains how the agency formally collaborates with other local agencies to decrease duplication of services and improve results for the community	5%
The applicant clearly explains the agency's mission, scope of work, and goals.	5%
The applicant provided complete financial information.	5%
Total	100%

Currently, there are no set criterion to deny an organization Social Service Program Funding. If they meet some of the criteria set forth above, they will receive some level of funding for that year. To ensure there is enough budgeted funding to assist all applicants, staff determines a value of each point awarded, by dividing the total amount of funding by the number of points agencies received during the rating process. For example, in 2022, to calculate the value of each point an agency received, staff divided \$160,000 by the total amount of points received by the 33 agencies (2388 points) during the review process, which valued each point at \$67.00. No agency received more than what they requested, unless awarded more funding due to staff feedback.

#### **2023 Social Service Program Funding Process**

Like prior years, staff recommends the following program timeline:

January 30, 2023 2023 Social Service funding application is released on the City's website with

an acknowledgement to inform the public of the application's availability. Previous funding recipients will be notified of the application's availability via

e-mail.

March 1, 2023 Completed applications are due.

March 2- March 13, 2023 Initial Application Review

March 14- 21, 2023 Application will be reviewed by Becky Madison, Director of Human Resources

and Kathy Puetz, Community Social Worker

April 17, 2023 Funding recommendations will be forwarded to the City Council.

#### **Opportunity for Change**

Staff recommends following the same timeline and review process for the Social Service Funding Program used in 2022 for 2023. If City Council would like to adjust the process and streamline funding to ensure the most Des Plaines residents are served in key areas of need, staff makes the following recommendation:

1. Establish a minimum number of City of Des Plaines residents served. If an agency does not serve the minimum number of residents set by City Council, they will no longer be considered for funding.

a. In 2022, the funded agencies served the following number of residents:

Number of DP Residents Served	Number of Agencies within the Range	ls Expended ange in 2022	Total % of Funding
0-25	10	\$ 39,501	25%
26-150	11	\$ 44,736	28%
151-500	6	\$ 32,897	20%
501+	6	\$ 42,846	27%

For example, in 2022, if a minimum number of residents served was set to 26, there would be \$39,501 more funding available to use for organizations that provide services to more residents.

2. Alternatively, City Council could set a minimum number of residents served, and those agencies that fall below the threshold will receive a limit of up to 50% of the agencies' funding request.

**Recommendation:** Follow the same timeline and review process for the Social Service Funding Program used in 2022 for 2023.

#### **Attachments:**

Attachment 1: 2023 Social Service Funding Program Application

Attachment 2: 2023 Social Service Funding Program Rating Criteria

Attachment 3: 2022 Social Service Funding Program Application Overview

#### **2023 Social Service Funding Application**

The City of Des Plaines provides funding to eligible non-profit social service agencies that provide services to corporate Des Plaines residents. Organizations seeking funding must complete this application and submit required supporting documentation by March 1, 2023. Completed applications and questions regarding the application process can be directed to Kathy Puetz, Community Social Worker at <a href="https://documentation.org">https://documentation.org</a> or 847-391-5492.

City staff will review applications and make funding recommendations to the City Council at a future meeting. Applications will be evaluated using an Application Rating Scorecard which will be available to view on the City's website.

By applying, the agency agrees that it does and will meet with the following criteria during the 2023 grant period:

- ✓ Agency is a 501 (c) (3);
- ✓ Agency provides social services to corporate Des Plaines residents;
- ✓ Agency complies with all state and federal nondiscrimination, religious, political, and other laws regarding public funding;
- ✓ Agency will not contract other agencies to provide the services described in the application;
- ✓ Agency will meet all reporting obligations required by the City

#### **Section A: Agency Contact Information**

•	Agency name:
•	Mailing Address:
•	Agency Contact (Name and Title):
•	Agency Phone Number:
•	Email:
	Section B: Agency Information
1. Y	Year founded:

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al need.

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6.	Provide evidence of how the community supports your agency and the services it provides:
7.	Describe the agency's annual fundraising efforts and new sources of funding obtained over the past year

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8. Describe the agency's engagement of high need and/or underserved populations:

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	Section C: Funding Request
9.	If the agency received funding in 2022, describe how the 2022 Des Plaines funding was used and provide any quantifiable measures of success of the funded services/programs:
10	. For what program/project are you requesting funding:

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11. 2023 Request Amount:
12. Summarize the organization's grant proposal including why you are requesting funding, an explanation of the amount requested and how the City funds would be used:
13. Describe the programs plans if the amount of City funding assistance is less than anticipated.

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	People with Developmental D			
	People with Physical Disabili			
	People with Mental Health Iss			
	People with Substance Abuse	Issues		
	Seniors			
	Low Income			
	Other (please list)			
	How many unduplicated corpora months: (Please refer to the enclo link below):	sed street index to	determine residency qualit	fication or click on the
	http://desplainesil.maps.arcgis.co 7643	m/apps/webappvie	wer/index.html?id=93604	13b5ab746cf8a2c836f8ca9
	How many unduplicated corporat requesting funding for in the past residency qualification or click or	12 months? (Pleas	e refer to the enclosed stre	et index to determine
	http://desplainesil.maps.arcgis.co 7643	m/apps/webappvie	wer/index.html?id=93604	13b5ab746cf8a2c836f8ca9
	In regards to the program you are corporate Des Plaines:	-	<u> </u>	
	Se	ction D: Financia	l Information	
18.	Requestor's Fiscal Year:			
	Revenues - Provide a detailed rep funding for by using the tables be table and the total of all sources s the tables as needed.	low. Total for each	h category should be inclu	ded at the bottom of each
		Funding S	ources	
	<b>Government Funding</b>	FY 2021	FY 2022	Anticipated FY 2023

14. Please check who will be directly served by this program/project:

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Total Government Funding

Funding Sources					
<b>Non-Government Funding</b>	FY 2021	FY 2022	Anticipated FY 2023		
Total Non-Government Funding					

Funding Sources				
<b>Client Fees/Other Revenue</b>	FY 2021	FY 2022	Anticipated FY 2023	
<b>Total Client Fees/Other</b>				
Revenue				

Expenses- Provide a detailed report of expenses by category using the tables below. To the best of your ability, please categorize expenditures as program expenses, administrative expenses, or funding expenses.

Funding Sources					
<b>Expense Type</b>	FY 2021	FY 2022	Anticipated FY 2023		
Total of ALL Expense:					

Staffing – Provide a count of your full-time, part-time and volunteer staff for the program/project you are requesting funding for.

Funding Sources			
<b>Total # of Employees</b>	FY 2021	FY 2022	Anticipated FY 2023
Full-Time			
Part-Time			
Total			
Volunteer Staff:			

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### Section E: Required Supplemental Materials Checklist and Certification of Information

Please be sure that your application includes copies of the documents listed below. Check the boxes below to indicate that the materials required are included:

Failure to include these documents will result in denial of this application.

Completed application
Proof of non-profit status (i.e., letter of tax-exempt status from the Illinois Department of Revenue)
W-9 Form
Most recent Annual Report

#### **Certification of Information**

I certify that the information provided is true to the best of my knowledge and the agency I represent is in good
standing with the State of Illinois. I am also aware that this information is subject to review and verification and
I may have to provide documents to support this application. I am also aware that any misstatements or false facts
could result in denial of the application.

Date

Email complete application and required documentation to Kathy Puetz at <a href="mailto:kpuetz@desplaines.org">kpuetz@desplaines.org</a>. You will receive a confirmation email regarding the receipt of your application.

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### **City of Des Plaines Social Service Application Rating Scorecard**

### Organization:

#### **Date of Review**

o ::   :   #	Cultural a Description	Possible	Applicant
Criteria #	Criteria Description	Points	Points
2	The applicant clearly explains the agency's mission, scope of work, and goals.	5	
	The application fails to explain the agency's mission, scope of work and goals.	0	
	The application partially explains the agency's mission, scope of work and goals.	2	
	The application fully/thoroughly explains the agency's mission, scope of work		
	and goals.	5	
3	The applicant clearly describes the local needs the agency's addresses and strategies it uses to directly address the local need.	10	Applicant Points
	The application fails to describe the local needs the agency addresses.	0	
	The application partially to describe the local needs the agency addresses.	5	
	The application fully/thoroughly describes the local needs the agency addresses including the use of local data to describe the overall Des Plaines community need and the specific needs of the residents.	10	
4	The applicant clearly explains how the agency formally collaborates with other local agency's to decrease duplication of services and improve results for the community.	5	Applicant Points
	The application fails to explain the agency's efforts to collaborate with other local organizations.	0	
	The application partially explained the agency's efforts to collaborate with other agency's to decrease duplication of services and improve results for the	2	
	The application fully/thoroughly explains the agency's efforts to collaborate with other agencies to decrease duplication of services and improve results for the community. The application included specific examples of formal agreements with other organizations.	5	
5	The applicant clearly explains how the agency measures goals, progress and outcomes.	10	Applicant Points
	The application fails to explain how the agency measures goals, progress and outcomes.	0	
	The application partially explains how the organization measures goals, progress and outcomes.	5	
	The application fully/thoroughly explains how the organization measures goals, progress and outcomes.	10	
	The applicant provides evidence of community support for their agency and	_	Applicant
6	the services it provides.	5	Points
	The application fails to provide evidence of community support for their agency and the services it provides.	0	
	The application partially offers evidence of the community support for their agency and the services it provides.	2	

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			ı
	The applicant fully/thoroughly offers evidence of community support for their	5	
	agency and the services it provides.		A l' l
7	The applicant clearly describes the agency's commitment to continued annual	5	Applicant
	fundraising efforts.		Points
	The application fails to describe the agency's commitment to continued annual	0	
	fundraising efforts.		
	The application partially describes the agency's commitment to continued		
	annual fundraising efforts.	2	
	The application fully/thoroughly describes the agency's commitment to		
	continued annual fund raising efforts.	5	
	The applicant clearly describes the agency's engagement of high need and/or		Applicant
8	underserved populations.	5	Points
	The applicant fails to describe the agency's engagement of high need and/or		1 011163
		0	
	underserved populations.		
	The applicant partially describes the agency's engagement of high need and/or	2	
	underserved populations.		
	The applicant fully/thoroughly describes the agency's engagement of high need	5	
	and/or underserved populations.		
0	The applicant clearly describes the agency's utilization of 2021 funding from	_	Applicant
9	the City of Des Plaines.	5	Points
	The agency fails to describe the organization's utilization of funding.	0	
	The applicant partially describes the agency's utilization of funding.	2	
	The applicant fully/thoroughly describes the agency's utilization of funding.	5	
	The applicant rany, and oughly describes the agency of atmedition of randings		Applicant
12	The applicant clearly summarizes the agency's grant proposal.	10	Points
	The application fails to summarize the agency's grant proposal.	0	
	The application partially summarizes the agency's grant proposal	5	
	The application fully/thoroughly summarizes the agency's grant proposal		
	including a complete explanation of the requested amount and specifically how		
	the city funds would be used. If the agency is requesting an increased grant	10	
	amount compared to last year's award, the application fully/thoroughly		
	explained the need for increased funding levels.		
	The conditional already describes the constraint alone if the constraint of City		A
13	The applicant clearly describes the agency's plans if the amount of City	5	Applicant
	funding is less than anticipated.		Points
	The application fails to describe the agency's plans if the amount of city funding	0	
	is less than anticipated.		
	The application partially describes the agency's plans if the amount of City	2	
	funding is less than anticipated.		
	The application fully/thoroughly describes the agency's plans if the amount of		
	City funding is less than anticipated.	5	
	How many Des Plaines residents used each program/service that you are		Applicant
16	requesting funding for in the past 12 months?	15	Points
	Below 25	4	. 511165
	Below 150	8	
	Below 500	11	

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	Above 500	15	
17	In the last 12 months, within the program the applicant is requesting funding, what percentage of all the clients served were residents of corporate Des Plaines?	15	Applicant Points
	Below 25%	4	
	Below 50%	8	
	Below 75%	11	
	Below 100%	15	
18	The applicant provided complete financial information.	5	Applicant Points
	The applicant fails to provide complete financial information.	0	
	The applicant partially provided complete financial information.	2	

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#### **HEALTH & HUMAN SERVICES**

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5480
desplaines.org

#### 2022 SOCIAL SERVICE FUNDING APPLICATION AGENCY OVERVIEW

#### **Advocate Lutheran General Adult Day Service:**

**Program Overview**: Adult Day Services that contracts with the Illinois Department on Aging's Community Care Program to offer low income seniors supportive daycare services at no out-off- pocket expenses to residents. **Program to Fund:** Continue to support the Adult Day Service Program's Creative Arts curriculum which benefits clients that have dementia and physical/mental disabilities. Some of these therapeutic activities include art, dance and movement, animal and music therapies. Participation in these types of therapies is shown to lessen anxiety and depressive symptoms by allowing self-expression to be communicated in various ways.

**Agency Partners:** North Shore Senior Services/Kenneth Young Center (senior service providers)

Funding Request: \$6,000.00

**Residents Served in Program Seeking Funding:** 119

**Reviewer Score:** 62/100

**Recommended Funding Amount:** \$4,154.00

#### Alliance for Immigrant Neighbors (AIN):

**Program Overview:** AIN offers affordable legal services to immigrants and refugees i.e. consultations and legal representation on DACA, family petitions, lawful permanent residence (green card), citizenship, etc. AIN also provides workshops to inform immigrants and refugees of opportunities for permanent residence and citizenship.

**Program to Fund**: Continue to support the immigrant legal service program including fees for migration legal services.

**Agency Partners:** Des Plaines Public Library and Maine West High School provide space and/or promotes AIN workshops. Faith Alliance Bible Church allows AIN to use their facility without charge.

Funding Request: \$8,000.00

**Residents Served in Program Seeking Funding: 17** 

Reviewer Score: 58/100

**Recommended Funding Amount:** \$3,886.00

#### **Avenues to Independence:**

**Program Overview:** Avenues to Independence provides residential housing at 2 locations in Des Plaines providing 24/7 care to individuals with developmental and intellectual disabilities for ten residents. Avenues Day Programs provide vocational training and recreational activities to 18 additional residents of Des Plaines.

**Program to Fund:** Funding would go toward supporting (1) full-time nurse at the (2) residential homes in Des Plaines

**Agency Partners:** The agency works with Community Alternatives Unlimited, an agency that provides developmental disability services and case management, Kiwanis and Rotary Clubs and local community businesses for employment i.e. Jewel, Osco and McDonald's

**Residents Served in Program Seeking Funding: 10** 

**Funding Request:** \$2,500.00 **Reviewer Score:** 63/100

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**Recommended Funding Amount:** \$2,500.00

#### Bessie's Table:

**Program Overview:** Provides a free meal to individuals in need of assistance on Monday nights at First United Methodist Church. As COVID progressed in 2021, Bessie's Table offered a second meal on Fridays night and a bagged lunch for the following day.

**Program to Fund:** Continue to fund Bessie's Table weekly community dinner.

Agency Partners: Bessie's Table collaborates with other meal programs that serve Des Plaines residents through

the sharing of donations. **Funding Request:** \$3,000.00

**Meals Served in Program Seeking Funding: 5753** 

**Reviewer Score:** 84/100

**Recommended Funding Amount:** \$3,000.00

#### **Center of Concern:**

**Program Overview:** Center of Concern offers supportive services primarily for the elderly, disabled and those in need such as; counseling, case management, CHORE housekeeping services, home visits, various counseling, family support, professional volunteer services, emergency assistance, financial assistance to prevent homelessness, transportation/shopping for seniors, and information and referral. Instated as a direct response due to COVID-19, Center of Concern offered a free drive-up COVID-19 testing center, providing grocery delivery services and assisting Des Plaines residents who qualified with utilities, rent and mortgage through 2020 Cares Act. During 2020, Center of Concern saw an increase of 30% in requested services.

**Program to Fund:** Continue to financially support all of the services/programs Center of Concern provides to Des Plaines residents.

**Agency Partners:** Networks with local and federal agencies i.e. Age Options (older adult services), The Harbour and Journeys (homeless prevention agencies), Citizens Utility Board, NAMI (mental illness services) MaineStay Youth and Family Services (counseling and education) and the Des Plaines Chamber of Commerce.

Funding Request: \$16,500.00

Residents Served in Program Seeking Funding: 14,389

Reviewer Score: 95/100

**Recommended Funding Amount:** \$11,365.00

#### **Children's Advocacy Center of North and Northwest**

**Program Overview:** The Children's Advocacy Center provides direct services for child victims of sexual abuse, severe physical abuse, and other violent crimes and their non-offending parents/ family members. The Coordination, Advocacy and Sensitive Interviewing (CASI) Program provides 24-hour emergency response, coordination of the child abuse investigation, expert child interviews, crisis intervention, court advocacy and on-going support and referral services. Direct services are provided through Forensic and Advocacy Services (FAS) and Family Support Services (FSS) Programs. These programs offer intensive, trauma-focused individual and family counseling, child abuse assessments, and parent and child support groups. All services are offered in English and Spanish and are provided free of charge.

**Program to Fund:** Funding request is to support direct services provided through the agencies Forensic and Advocacy Services and Family Support Services Programs.

**Agency Partners:** 38 Sheriff/Police Departments, Cook County State's Attorney Office, Illinois Departments of Children and Family Services, etc.

Funding Request: \$6000.00

**Residents Served in Program Seeking Funding:** 63

Reviewer Score: 78/100

**Recommended Funding Amount:** \$5,226.00

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#### Clean Up- Give Back.Org

**Program Overview:** Provides individuals/organizations the opportunity to participate in organized clean-up campaigns. Clean Up -Give Back (CU-GB) provides a "flexible service program" that provides community service hours to both court appointed individuals and/or students seeking school requirements. In 2021, CU-GB facilitated 74 clean-ups.

**Program to Fund:** Funding request is to support the Community Cleanup Campaigns and the Flexible Service Program.

**Agency Partners:** Maine West High School, Des Plaines Park District, Methodist Church, Cook County Forest Preserve, Izaak Walton League, River's Casino, etc.

Funding Request: \$12,500.00

Residents Served in Program Seeking Funding: 744 volunteers (including students from Willows Academy

High School)

**Reviewer Score:** 75/100

**Recommended Funding Amount:** \$5,025.00

#### **Community Backpack Project:**

**Program Overview:** This grassroots program works students from School District #62 that qualify for the free/reduced lunch program. This program helps to bridge the gap from a child's last meal at school on Friday until they return to school on Monday. CBP delivers food every week to District #62 students participating in the program.

**Program to Fund:** To support the Community Backpack Project purchase additional food needed to fill the backpacks for the District #62 students who participate in the program.

**Agency Partners:** Community individuals, school food drives, businesses/service organization, an apartment complex and Boy Scout Troop #6 "Scouting for Food Drive."

Funding Request: \$14,400.00

**Residents Served in Program Seeking Funding: 69** 

**Reviewer Score:** 59/100

**Recommended Funding Amount:** \$3,953.00

#### **Connections for the Homeless:**

**Program Overview:** Provides housing, re-housing, shelters, employment, case management and supportive services to those who are homeless or who are being burdened with their housing costs.

**Program to Fund:** Funding request is to continue to support Connections for the Homeless programs: eviction prevention, shelter and housing programs.

**Agency Partners:** Alliance to End Homelessness in Suburban Cook County and Continuum of Care (consortium of agencies, municipalities and local agencies i.e. Center of Concern, Catholic Charities, Northwest Compass, Journeys, schools and police departments).

Funding Request: \$5,000.00

Residents Served in Program Seeking Funding: 232

Reviewer Score: 81/100

**Recommended Funding Amount:** \$5,000.00

#### **Des Plaines Community Foundation:**

**Program Overview:** Supports the work of the Neighbors Helping Neighbors Program (NHN) under Des Plaines Healthy Community Partnership/Foundation. These programs include: direct assistance to Des Plaines residents with groceries, transportation, minor home repairs, construction of handicapped ramps and provides emergency assistance to residents where no assistance can be located.

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**Program to Fund:** Funding request is to continue to support the Neighbors Helping Neighbors Program.

**Agency Partners:** City of Des Plaines, Elk Grove/Maine Townships, local school/park districts, as well as local organizations e.g. Center of Concern, Catholic Charities, Salvation Army and the Des Plaines Ministerial

Association.

Funding Request: \$10,000.00

Residents Served in Program Seeking Funding: 600+

**Reviewer Score:** 79/100

**Recommended Funding Amount:** \$5,293.00

#### Feed My Sheep Des Plaines, Inc.

**Program Overview:** Provides a free meal to individuals in need of assistance each Wednesday night at Frisbie

Senior Center. Feed My Sheep. In 2021, Feed My Sheep provided 2,578 individual meals.

Agency Partners: Frisbie Senior Center and in-kind donations from Gordon Food Service, Sam's Fresh

Market, Long Horn Steakhouse, KFC, House of Cakes and other community meal programs.

Funding Request: \$5,000.00

Meals Served in Program Seeking Funding: +/- 350

Reviewer Score: 79/100

**Recommended Funding Amount:** \$5,000.00

#### Hands-On Suburban Chicago (HOSC)

**Program Overview:** Recruits and connects volunteers through its searchable database called Hands-On Connect, which enables users to find volunteer opportunities that best fit their interests, schedules, and location. The program administrator collaborates with partner organizations to identify volunteer needs to over 100 nonprofits and schools throughout 44 suburban Chicago communities.

**Program to Fund:** Funding is for the continued support and development of the HandsOn Connect and the AmeriCorps Seniors programs to mobilize individuals to become volunteers.

**Agency Partners:** City of Des Plaines, Elk Grove/Maine Townships, local school/park districts, and local organizations e.g. Center of Concern, Catholic Charities, Salvation Army and the Des Plaines Ministerial Association.

Funding Request: \$5,000.00

Residents Served in Program Seeking Funding: 83 Des Plaines residents were placed at nonprofits in Des

Plaines

Reviewer Score: 61/100

**Recommended Funding Amount:** \$4,087.00

#### Hopeful Beginnings of St. Mary's Services

**Program Overview:** The agency's Teen Parenting Program provides counseling, adoption services and other supportive services to women and teens facing unplanned pregnancies.

**Program to Fund:** Funding will offset the professional counseling fees which directly impact the actual teens served in the Teen Parenting Program. This program is designed to teach self-sufficiency to teen parents in District 214 high schools.

**Agency Partners:** Local Hospitals, Red Cross (displaced children and women experiencing disasters and WINGS (domestic violence clients) refer patients for services which include; free counseling, postpartum depression outpatient counseling, mental health and general maternity counseling services.

Funding Request: \$5000.00

**Residents Served in Program Seeking Funding:**61

**Reviewer Score:** 72/100

**Recommended Funding Amount:** \$4,824.00

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#### **JOURNEYS | The Road Home**

**Program Overview:** JOURNEYS provide three interdependent, year-round programs for its clients in need: Emergency PADS Shelter Program, HOPE Day Center and Pathways Housing Readiness Program. Each program works together in response to what each individual or families' unique needs require in order to reach housing stability and self-sufficiency. All programs are free of cost for clients and anyone within the agency's service region (37 communities across north/northwest suburban Cook County) are eligible to seek help from JOURNEYS.

**Program to Fund:** Funding request is to support the Hope Center in Palatine that provides vocational, housing, physical and mental health counseling, food pantry, and clothing closet.

**Agency Partners:** JOURNEYS partners with Heartland Health, CEDA Northwest, WINGS, Northwest Community Hospital, Shelter Inc., Share, Kenneth Young, Alexian Brothers Outpatient Mental Health, and other organizations.

Funding Request: \$5000.00

Residents Served in Program Seeking Funding: 12

Reviewer Score: 63/100

**Recommended Funding Amount:** \$4,221.00

#### Korean American Women in Need (KAN-WIN)

**Program Overview**: KAN-WIN provides crisis intervention through a bi-lingual 24-hour hotline and case

management services for domestic violence victims in the Asian immigrant community.

**Program to Fund:** Multilingual crisis intervention and advocacy program.

Agency Partners: Life Span who provides legal services to clients and Sammool Church for Women who refer

Domestic Violence clients for services.

Funding Request: \$7,000

**Residents Served in Program Seeking Funding: 38** 

Funding Request: \$7,000 Reviewer Score: 67/100

**Recommended Funding Amount:** \$4,489.00

#### **Kenneth Young Center**

**Program Overview:** Kenneth Young is a senior services agency that serves Des Plaines residents over the age of 60 residing in Elk Grove Township. Services include case management, counseling, community care services and adult protective services.

**Program to Fund:** Funding request is to support the Adult Protective Services (APS) program to provide ongoing intensive casework to older adults who have been the victims of abuse and neglect.

**Agency Partners:** KYC is one of the 42 designated Care Coordination Units (CCU) through the Illinois Department of Aging and the Adult Protective Services. KYC maintain a working partnership with local municipalities and agency resource collaboratives in connecting with nonprofit providers to ensure collaboration of client care.

**Funding Request:** \$10,000.00

**Residents Served in Program Seeking Funding: 23** 

Reviewer Score: 65/100

**Recommended Funding Amount:** \$4,355.00

#### Life Span:

**Program Overview:** Provides legal civil representation, informational resources and counseling for victims of domestic violence or sexual assault. Also provides community education, violence prevention programming in schools and a 24/7 crisis hotline.

**Program to Fund:** Request is to support the programs/services provided by Life Span.

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**Agency Partners:** Life Span specializes in complicated and high conflict divorce and/or custody cases in which domestic violence is a critical feature. Other agencies/programs are not providing these services because they are Life Spans largest referral source. Other sources of referrals include police departments, the State's Attorney's Office and hospitals. Life Span services free of charge.

Funding Request: \$5,000

Residents Served in Program Seeking Funding: 294

Reviewer Score: 78/100

**Recommended Funding Amount:** \$5,000.00

#### **Maine Niles Association of Special Recreation**

**Program Overview:** MNASR provides transportation to residents of Des Plaines individuals with special needs to recreational programming using MNASR Accessible Transportation Service. This service provides opportunities for disabled individuals to connect with their community and discover their potential.

**Program to Fund:** MNASR is requesting continued support towards the cost of their transportation services. **Agency Partners:** MNASR collaborates with six park districts and one recreation departments, supportive housing; Clearbrook Choice, Avenues, SEARCH, Over the Rainbow, Orchard Village Local School Districts/special education cooperatives offering before, during and after school leisure education school programing.

Funding Request: \$2,000.00

Residents Served in Program Seeking Funding: 71

**Reviewer Score:** 65/100

**Recommended Funding Amount: \$2,000.00** 

#### **North Shore Senior Center**

**Program Overview:** A Senior Services Agency that serves Maine Township residents aged 60+and adults with disabilities case management, counseling, community care services and adult protective services.

**Program to Fund:** To continue to support the programs/services provided by the Senior and Family Services Department.

**Agency Partners:** NSSC is one of the 42 designated Care Coordination Units (CCU) through the Illinois Department of Aging and the Adult Protective Services. Referrals come from individuals, family members, concerned neighbors and agencies such as City of Des Plaines, Frisbie Senior Center, Francis Manor, Catholic Charities, Center of Concern, etc.

Funding Request: \$10,000.00

**Residents Served in Program Seeking Funding: 826** 

**Reviewer Score:** 94/100

**Recommended Funding Amount: \$ 6,463.00** 

#### **North West Housing Partnership**

**Program Overview:** The Northwest Housing Partnership's Handyman Program (NWHP) coordinates and provides experienced, insured handyman to assist residents with minor, non-emergency repairs. The cost will range from \$10, \$20, \$30 per hour depending on an individual's income.

**Program to Fund:** In conjunction with the Handyman Program, NWHP will screen applicants to see if they qualify for the Capable Program which will provide an occupational therapist and a nurse as well as handyman services to assist seniors to remain in their homes as long as they are able.

**Agency Partners:** NWHP has been involved with the screening/processing for the (2) Home Repair Programs funded under Community Development Block Grant program for the City of Des Plaines.

Funding Request: \$6,500.00

**Residents Served in Program Seeking Funding: 60** 

**Reviewer Score:** 72/100

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**Recommended Funding Amount:** \$4,824.00

#### **Northwest Center Against Sexual Assault**

**Program Overview:** Offers free services to sexual assault survivors and their loved ones within the North and Northwest Suburbs of Cook County. Provides victim centered 24/7 crisis intervention, advocacy and counseling and prevention.

**Program to Fund:** Funding request is to continue to support the Sexual Assault Intervention Program.

**Agency Partners:** NWCASA has a Network agreement with 11 area hospitals to provide 24/7 emergency room response to victims of sexual violence and 29 police departments in Cook County including Des Plaines;

provides educational programs to service organizations and community schools.

Funding Request: \$15,000.00

**Residents Served in Program Seeking Funding: 49** 

**Reviewer Score:** 70/100

**Recommended Funding Amount:** \$4,690.00

#### **Northwest Compass**

**Program Overview:** Northwest Compass offers programs in three major categories - Stabilization, Empowerment and Housing. These programs provide crisis intervention, comprehensive solution-focused case management, counseling, resources and various support services.

**Program to Fund:** Request is to provide funding to Des Plaines residents who are in crisis and need assistance that is not readily available through local agencies.

**Agency Partners:** Utilizes the North Suburban Cook County Alliance to End Homelessness as a clearing house to determine if assistance has already been provided to a client and Kenneth Young Center's Mental Health Services. Northwest Compass also assisted Des Plaines residents qualify for the CARE Act Funds received by the City of Des Plaines.

**Funding Request:** \$15,000.00

**Residents Served in Program Seeking Funding: 104** 

Reviewer Score: 67/100

**Recommended Funding Amount:** \$4,489.00

#### **Northwest Suburban Day Care Center**

**Program Overview:** Provided high quality daycare for children ages 15 months to 5 years for low-income families.

**Program to Fund:** Funding request is to help off-set daily costs of the day care center not covered by government programs.

**Agency Partners:** Church provides the facility rent free; Maine Township, City of Des Plaines; local churches, Des Plaines Kiwanis, the Park Ridge Community and private citizens.

Funding Request: \$10,000.00

Residents Served in Program Seeking Funding: 14

Reviewer Score:74/100

**Recommended Funding Amount:** \$4,958.00

#### **Open Communities**

**Program Overview** Open Communities provides advocacy, education and resource for tenants and landlords.

**Program to Fund:** Funding requests is for the Fair Housing Enforcement Program and Housing Counseling and Education Program.

**Agency Partners:** Open Communities collaborate/receives community support from libraries, community centers, social service agencies as well as donors and foundations.

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Funding Request: \$8,000.00

Residents Served in Program Seeking Funding: 11

**Reviewer Score:** 63/100

**Recommended Funding Amount:** \$4,221.00

#### **Self-Help Food Closet & Pantry of Des Plaines**

**Program Overview**: Provides food and clothing to Des Plaines residents in need. SHFC&P is managed by one employee and the rest are volunteers. They rely solely on donations and fundraising.

**Program to Fund:** SHFC&P is requesting funds to purchase food that will supplement the donated supply. In addition to serving an increased number of clients during the pandemic, they may add a third day of the week and/or extend the hours for food distribution.

**Agency Partners:** SHFC&P maintains contact with other Des Plaines food pantries and churches that serve meals, as well as through membership in organizations that provide networking opportunities e.g. Des Plaines Ministerial Association and the Des Plaines Chamber of Commerce. The Des Plaines Community continues to provide tremendous support through various food drives.

**Funding Request:** \$15,000.00

Residents Served in Program Seeking Funding: Since March 2020 clients have been served curbside so

individual counts are not available, however, 403 Des Plaines households have been assisted.

Reviewer Score: 100/100

**Recommended Funding Amount:** \$11,700.00

#### Shelter, Inc.

**Program Overview:** Shelter, Inc. is a community based, emergency and longer-term housing for children and adolescents who are abused, neglected, dependent or in need of supervision.

**Program to Fund:** Funding request is to provide support for the Clinical Program staff being utilized by the youth and their families.

**Agency Partners:** Des Plaines residents and business provide financial and in-kind contributions and letters of support. Recently letters of support from residents and staff from the Village of Arlington Heights approving their new Transitional Living Program facility.

Funding Request: \$5,000.00

Residents Served in Program Seeking Funding: 22

Reviewer Score: 69/100

**Recommended Funding Amount:** \$4,623.00

#### **Suburban Primary Health Care Council (Access to Care)**

**Program Overview**: Access to Care is a non-profit health care program for low-income uninsured and underinsured people living in suburban Cook County that connects residents with primary health care services.

**Program to Fund:** Funding request is to support the Access to Care program.

**Agency Partners:** Access to Care has coordination agreements with over 60 agencies who serve the same population for different services addressing the social determinants of health such as housing, employment services, food insecurities etc. Formal partnerships exist with organizations such as Loyola University, Healthcare Alternative Systems, Chicago Dental Society and Presence Health to provide benefits to those in need.

Funding Request: \$7,000.00

Residents Served in Program Seeking Funding: 177

**Reviewer Score:** 76/100

**Recommended Funding Amount:** \$5,092.00

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#### **The Bridge Youth & Family Services**

**Program Overview**: The Bridge's Crisis Intervention program provides services to Des Plaines youth who have runaway, are locked-out, suicidal or homeless and need immediate intervention. The program successfully reunifies 92% of youth with their families. Without services to aid reunification many of these youth are at risk of entering the juvenile justice or child welfare systems.

**Program to Fund:** The Bridge's Crisis Intervention Program

Agency Partners: Northwest suburban police departments, youth serving providers and school staff.

Funding Request: \$5,000.00

**Residents Served in Program Seeking Funding: 17** 

**Reviewer Score:** 71/100

**Recommended Funding Amount:** \$4,757.00

#### The Harbour, Inc.

**Program Overview**: The Harbour, Inc. provides an emergency shelter and transitional housing via both congregate group homes (serving female and transgender youth) and scattered-site apartments with rent subsidies (serving all youth).

**Program to Fund:** Funding request is to support the Emergency Shelter and Transitional Housing programs for homeless youth.

Agency Partners: Maine Township High Schools, agencies that provide Comprehensive Community Based Youth Services (CCBYS) in our service area, Suburban Chicago Homeless and Runaway Program which includes; The Bridge Youth and Family Services, OMNI Youth Services, and Youth & Opportunity United, Chicago Coalition for the Homeless, the Alliance to End Homelessness in Suburban Cook County, the Association of Homeless Advocates in the North/Northwest District (AHAND), Illinois Collaboration on Youth, and the Coordinated Service Referral Network for trafficking victims.

Funding Request: \$3,000.00

**Residents Served in Program Seeking Funding:** 8

Reviewer Score: 71/100

**Recommended Funding Amount:** \$3,000.00

#### The Josselyn Center

**Program Overview**: The Josselyn Center is the sole provider of Medicaid and Medicare outpatient psychiatric serves within a 375-square-mile area. This agency provides comprehensive mental health services which include medication monitoring, therapy/counseling, case management, psychological testing and psychiatric evaluation. The Josselyn Center offers their services at Maine Township in Park Ridge.

**Program to Fund:** Request is for continued support for The Josselyn Center's outpatient mental health services for low-income residents of Des Plaines.

**Agency Partners:** Illinois Association for Behavioral Health, NorthShore University Health System, Crisis Response Network of the North Shore: Consortium of schools/agencies in northern Cook County that responds to and provides supports for youth behavioral health crises. Community Advisory Committee, Illinois Department of Human Services Crisis Staffing program. Formal partnerships with agencies include; MaineStay Youth and Family Services (supportive service provider for psychiatrist services) and Connections for the Homeless (clinical therapy services).

Funding Request: \$11,500.00

**Residents Served in Program Seeking Funding: 163** 

**Reviewer Score:** 92/100

**Recommended Funding Amount:** \$ 7,847.00

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#### **The Salvation Army-Des Plaines Corp**

**Program Overview:** The Salvation Army provides various programs to assist individuals/families that are struggling to make ends meet. Some of these programs include: assistance with rent and utility bills, clothing and furniture vouchers, access to their food pantry, Breakfast with Baby (providing diapers/formula) and as well as Youth Programs.

**Program to Fund:** Request is to support the Social Service and Youth Programs.

Agency Partners: Local townships, service organizations, and community/business support for backpacks with

school supplies drive, the Holiday Angel Tree Program and Walmart for their Kettle Campaign.

Funding Request: \$8,040.00

Residents Served in Program Seeking Funding: 200

**Reviewer Score:** 74/100

**Recommended Funding Amount:** \$4,958.00

#### **The Salvation Army PAI Program**

**Program Overview:** The Partner Abuse Intervention Program (PAIP) is a program for men arrested for domestic violence. Approved by the State of Illinois, the PAI program provides a 26- week psych-educational format. The goal is to protect the victim and challenge the attitudes and thinking of the offender.

**Program to Fund:** Request is to support the Partner Abuse Intervention Program

**Agency Partners:** Rolling Meadows and Skokie courthouses refer domestic violence perpetrators to this

program.

Funding Request: \$3,000.00

**Residents Served in Program Seeking Funding: 9** 

Reviewer Score: 64/100

**Recommended Funding Amount:** \$ 3,000.00

#### Trinity Lutheran Church -5 Loaves and 2 Fish

**Program Overview** Provides a hot lunch consisting of an entree, soup, salad, side dishes, desserts and beverages on the second Saturday of each month. Extra meals are given to participants to take home.

**Program to Fund:** Funding request is to support the monthly meal program. **Agency Partners:** Des Plaines Pantries and Trinity Lutheran Church

Funding Request: \$2,000.00

Meals Served in Program Seeking Funding: 100

Reviewer Score: 51/100

**Recommended Funding Amount:** \$ 2,000.00

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#### **OFFICE OF CITY ATTORNEY**

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

#### **MEMORANDUM**

**Date:** January 5, 2023

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

**From:** Peter M. Friedman, General Counsel

**Subject:** Authorization to Acquire of 1504 Miner Street, Des Plaines, Illinois through Condemnation

**Issue:** Whether to authorize the acquisition of 1504 Miner Street, Des Plaines, Illinois by the City through condemnation.

**Analysis:** The City Council has provided direction to City Staff and the General Counsel to move forward with the acquisition of the Property located at 1504 Miner Street ("Property"). Since that direction was given, the City has been attempting to engage the owner of the Subject Property in negotiations with the goal of reaching a mutual agreement on a price at which the owner would be willing to sell the Subject Property to the City and at which the City would be willing to purchase the Property from the owner.

The City intends to make a best and final offer in an effort to acquire the Subject Property at a fair price in a voluntary transaction. The attached ordinance authorizes the acquisition of the Property through eminent domain proceedings if that offer is rejected.

**Recommendation:** Consider adoption of an ordinance authorizing the acquisition of 1504 Miner Street, Des Plaines, Illinois through condemnation.

#### **Attachments:**

Ordinance M-3-23 Exhibit A

#### **CITY OF DES PLAINES**

#### ORDINANCE M - 3 - 23

# AN ORDINANCE AUTHORIZING THE ACQUISITION THROUGH CONDEMNATION OF FEE SIMPLE TITLE TO THE PROPERTY LOCATED AT 1504 MINER STREET.

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

**WHEREAS**, the real property commonly known as 1504 Miner Street ("Subject Property") is legally described in Exhibit A attached to, and by this reference, made a part of this Ordinance; and

**WHEREAS,** the City desires to acquire the Subject Property and use the Subject Property for proper public purposes; and

**WHEREAS,** the City has been attempting to engage the owner of the Subject Property ("*Owner*") in good faith negotiations with the goal of reaching a mutual agreement on a price at which the Owner would be willing to sell the Subject Property to the City and at which the City would be willing to purchase the Subject Property from the Owner (*"Fair Price"*); and

**WHEREAS,** as part of its good faith negotiations, the City presented to the Owner with an offer to purchase the Subject Property ("City's Offer"); and

**WHEREAS,** the Owner has either provided no response or no reasonable response to the City's Offers; and

**WHEREAS**, the City intends to make a best and final offer based upon an independent appraisal prepared and submitted by a Member of the Appraisal Institute in an effort to acquire the Subject Property at a Fair Price in a voluntary transaction ("City's Final Offer"), and if the City's Final Offer is rejected, then the City is adopting this Ordinance to authorize the initiation of eminent domain proceedings; and

**WHEREAS,** the City Council specifically finds that it is necessary, advisable, and in the best interests of the City to acquire the Subject Property in the manner, and pursuant to the powers and authority, set forth in this Ordinance and in the Illinois Compiled Statues, including specifically, but without limitation, the provisions of Section 5/11-61-1 *et seq.* of the Illinois Municipal Code, Section 5/11-74.4-4(c) of the Illinois Municipal Code, and the Illinois Eminent Domain Act, 735 ILCS 30/1-1-1 *et seq.*;

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

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

SECTION 2: ACQUISITION NECESSARY, CONVENIENT, AND DESIRABLE. The City Council finds that it is necessary, convenient, and desirable for the City to acquire the Subject Property in furtherance of the purposes set forth in the recitals of this Ordinance and as may otherwise be authorized by law. The City Council finds that the location of the Subject Property is proper and appropriate for such purposes and that the Subject Property is properly and lawfully subject to condemnation by the City.

SECTION 3: AUTHORIZATION FOR ACQUISITION. If the Owner and the City Manager and City's General Counsel are unable to agree on the amount of compensation to be paid by the City to the Owner for the purchase of its respective portion of the Subject Property, and if the Owner fails or refuses to accept the City's Final Offer, then the City Council, in furtherance of the findings and public purposes set forth in this Ordinance and in accordance with the authority conferred by the Illinois Compiled Statues including specifically, but without limitation, the provisions of Section 5/11-61-1 *et seq.* of the Illinois Municipal Code, Section 5/11-74.4-4(c) of the Illinois Municipal Code, and the Illinois Eminent Domain Act, 735 ILCS 30/1-1-1 *et seq.*, authorizes and directs the City's General Counsel to file and prosecute to completion eminent domain or other legal proceedings to acquire fee simple title to the Subject Property.

**SECTION 4: EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this day of	<b>PASSED</b> this day of		
<b>APPROVED</b> this day of	, 2023.		
VOTE: AYES NAYS _	ABSENT		
	MAYOR		
ATTEST:			
CITY CLERK			
Published in pamphlet form this, 2023.	Approved as to form:		
day of, 2023.			
CITY CLERK	Peter M. Friedman, Ceneral Counsel		

#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 62, (EXCEPT THE SOUTHEASTERLY 32.1 FEET MEASURED ALONG THE NORTHEASTERLY LINE OF MINER STREET), AND PART OF LOT 63, (EXCEPT THE NORTHERLY 8 FEET OF THE SAID LOTS TAKEN FOR ALLEY), WHICH LIES SOUTHEASTERLY OF A LINE, DRAWN FROM A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 63, WHICH IS 20.21 FEET NORTHWESTERLY FROM THE SOUTHWESTERLY CORNER, TO A POINT IN THE SOUTHWESTERLY LINE OF THE ALLEY, WHICH IS 20.3 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF THE SAID LOT, (MEASURED ALONG THE WESTERLY LINE OF THE SAID ALLEY), IN THE ORIGINAL TOWN OF RAND, IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 09-17-415-025-0000 Commonly known as 1504 Miner Street, Des Plaines, Illinois



#### OFFICE OF CITY ATTORNEY

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

### MEMORANDUM

**Date:** January 5, 2023

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

From: Peter M. Friedman, General Counsel

**Subject:** Authorization to Acquire of 678 Lee Street, Des Plaines, Illinois through Condemnation

**Issue:** Whether to authorize the acquisition of 678 Lee Street, Des Plaines, Illinois by the City through condemnation.

**Analysis:** The City Council has provided direction to City Staff and the General Counsel to move forward with the acquisition of the property located at 678 Lee Street including the adjacent parking spaces along the railroad right of way (collectively "Property"). Since that direction was given, the City has been attempting to engage the owner of the Property in negotiations with the goal of reaching a mutual agreement on a price at which the owner would be willing to sell the Property to the City and at which the City would be willing to purchase the Property from the owner.

The City intends to make a best and final offer in an effort to purchase the Property at a fair price in a voluntary transaction. The attached ordinance authorizes the acquisition of the Property through eminent domain proceedings if that offer is rejected.

**Recommendation:** Consider adoption of an ordinance authorizing the acquisition of 678 Lee Street, Des Plaines, Illinois through condemnation.

#### **Attachments:**

Ordinance M-4-23 Exhibit A

#### **CITY OF DES PLAINES**

#### ORDINANCE M - 4 - 23

# AN ORDINANCE AUTHORIZING THE ACQUISITION THROUGH CONDEMNATION OF FEE SIMPLE TITLE TO THE PROPERTY LOCATED AT 678 LEE STREET.

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

**WHEREAS,** the real property commonly known as 678 Lee Street ("Subject Property") is legally described in Exhibit A attached to, and by this reference, made a part of this Ordinance; and

**WHEREAS,** the City desires to acquire the Subject Property and use the Subject Property for proper public purposes; and

**WHEREAS,** the City has attempted to engage the owner of the Subject Property ("*Owner*") in good faith negotiations with the goal of reaching a mutual agreement on a price at which the Owner would be willing to sell the Subject Property to the City and at which the City would be willing to purchase the Subject Property from the Owner (*"Fair Price"*); and

**WHEREAS,** as part of its good faith negotiations, the City presented to the Owner an offer to purchase the Subject Property ("City's Offer"); and

**WHEREAS,** the Owner has either provided no response or no reasonable response to the City's Offer; and

**WHEREAS**, the City intends to make a best and final offer based upon an independent appraisal prepared and submitted by a Member of the Appraisal Institute in an effort to acquire the Subject Property at a Fair Price in a voluntary transaction ("City's Final Offer"), and if the City's Final Offer is rejected, then the City is adopting this Ordinance to authorize the initiation of eminent domain proceedings; and

**WHEREAS,** the City Council specifically finds that it is necessary, advisable, and in the best interests of the City to acquire the Subject Property in the manner, and pursuant to the powers and authority, set forth in this Ordinance and in the Illinois Compiled Statues, including specifically, but without limitation, the provisions of Section 5/11-61-1 *et seq.* of the Illinois Municipal Code, Section 5/11-74.4-4(c) of the Illinois Municipal Code, and the Illinois Eminent Domain Act, 735 ILCS 30/1-1-1 *et seq.*;

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

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

SECTION 2: ACQUISITION NECESSARY, CONVENIENT, AND DESIRABLE. The City Council finds that it is necessary, convenient, and desirable for the City to acquire the Subject Property in furtherance of the purposes set forth in the recitals of this Ordinance and as may otherwise be authorized by law. The City Council finds that the location of the Subject Property is proper and appropriate for such purposes and that the Subject Property is properly and lawfully subject to condemnation by the City.

SECTION 3: AUTHORIZATION FOR ACQUISITION. If the Owner and the City Manager and City's General Counsel are unable to agree on the amount of compensation to be paid by the City to the Owner for the purchase of the Subject Property, and if the Owner fails or refuses to accept the City's Final Offer, then the City Council, in furtherance of the findings and public purposes set forth in this Ordinance and in accordance with the authority conferred by the Illinois Compiled Statues including specifically, but without limitation, the provisions of Section 5/11-61-1 et seq. of the Illinois Municipal Code, Section 5/11-74.4-4(c) of the Illinois Municipal Code, and the Illinois Eminent Domain Act, 735 ILCS 30/1-1-1 et seq., authorizes and directs the City's General Counsel to file and prosecute to completion eminent domain or other legal proceedings to acquire fee simple title to the Subject Property.

**SECTION 4: EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this day of	<b>PASSED</b> this day of		
<b>APPROVED</b> this day of	, 2023.		
VOTE: AYES NAYS _	ABSENT		
	MAYOR		
ATTEST:			
CITY CLERK			
Published in pamphlet form this, 2023.	Approved as to form:		
day of, 2023.			
CITY CLERK	Peter M. Friedman, Ceneral Counsel		

#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF SUBJECT PROPERTY

#### PARCEL 1:

THE SOUTHWESTERLY 64.10 FEET OF THE NORTHEASTERLY 68.10 FEET OF THE SOUTHEASTERLY 100 FEET OF LOT 2; ALSO THE NORTHWESTERLY 25 FEET OF THE SOUTHEASTERLY 125 FEET OF THE NORTHEASTERLY 64.10 FEET OF LOT 2 IN THE RESUBDIVISION OF LOT 1 (EXCEPT THE SOUTH 68 FEET THEREOF), IN BLOOK 3 IN PARSON AND LEE'S ADDITION TO DES PLAINES, IN SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF THE CHICAGO AND NORTH WESTERN RAILROAD COMPANY'S STATION GROUNDS SITUATED IN THE CITY OF DES PLAINES, BEING A PART OF THE SOUTH EAST OUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF THE RESUBDIVISION OF LOT 1 (EXCEPT THE SOUTH 68 FEET THEREOF) IN BLOCK 3 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTIONS 17 AND 21, ALL IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH EASTERLY ALONG A NORTH EASTERLY EXTENSION OF THE SOUTH EASTERLY LINE OF SAID BLOCK 3 (ALSO BEING THE NORTH WESTERLY LINE OF LEE STREET) A DISTANCE OF 20 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH EASTERLY ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 28.76 FEET, MORE OR LESS, TO A POINT 24.44 FEET SOUTH WESTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE MOST SOUTH WESTERLY MAIN TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS SAID TRACK IS NOW LOCATED AND ESTABLISHED; THENCE NORTH WESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 91 DEGREES AND 41 MINUTES, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 41.75 FEET, THENCE NORTH EASTERLY PARALLEL TO SAID WESTERLY LINE OF LEE STREET TO A POINT 22.5 FEET SOUTH WESTERLY. MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE OF THE MOST SOUTH WESTERLY MAIN TRACK: THENCE NORTH WESTERLY PARALLEL TO SAID CENTER LINE OF THE MOST SOUTH WESTERLY MAIN TRACK TO THE EASTERLY LINE OF GRACELAND AVENUE, THENCE SOUTH WESTERLY ALONG SAID EASTERLY LINE OF GRACELAND AVENUE, TO A LINE DRAWN PARALLEL WITH AND 20 FEET NORTH EASTERLY OF THE NORTH EASTERLY LINE OF SAID BLOCK 3; THENCE SOUTH EASTERLY ALONG SAID LINE DRAWN PARALLEL WITH AN 20 FEET NORTH EASTERLY OF THE NORTH EASTERLY LINE OF BLOCK 3 AFORSAID. TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as 678 Lee Street, Des Plaines, Illinois PINS: 09-17-418-043-0000; 09-17-418-044-0000

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