

CITY COUNCIL AGENDA

Monday, April 17, 2023 Closed Session – 6:00 p.m. Regular Session – 7:00 p.m. Room 102

CALL TO ORDER

CLOSED SESSION

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

REGULAR SESSION

ROLL CALL PRAYER PLEDGE OF ALLEGIANCE

PUBLIC HEARING

CONSIDERATION OF AMENDMENTS TO SECTIONS 12-8-5 AND 12-8-11 OF THE ZONING ORDINANCE TO ALLOW TEMPORARY COMMERCIAL MOBILE RADIO AND WIRELESS TELECOMMUNICATIONS SERVICE FACILITIES WITH VARIOUS RESTRICTIONS – FIRST READING – ORDINANCE Z-8-23

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-78-23**: Approving an Agreement with Denler, Inc. for the 2023 Asphalt Crack Sealing-Fiberized Program in the Not-to-Exceed Amount of \$102,960. Budgeted Funds – Motor Fuel Tax Fund/Other Services.
- 2. **RESOLUTION R-79-23**: Approving the Upfitting of Four (4) Ford Trucks from Regional Truck Equipment, Addison, Illinois in the Amount of \$59,968. Budgeted Funds Vehicle Replacement.
- 3. **SECOND READING ORDINANCE M-10-23**: Approving a New Class M Liquor License (Gas Station Retail Only; Off-Site Consumption Only) for Abraham Gas Mart, Inc. at 1990 Mannheim Road
- 4. Approve a Change in Liquor License Ownership for Georges Liquor & Tobacco, Inc., 1185 Elmhurst Road
- 5. Minutes/Regular Meeting April 3, 2023
- 6. Minutes/Closed Session April 3, 2023

UNFINISHED BUSINESS

1. **FIRST READING – ORDINANCE M-3-23**: Consideration of the Acquisition, Through Condemnation of Fee Simple Title, to the Property Located at 1504 Miner Street (*deferred for three months via motion from the January 17, 2023 City Council Meeting*)

NEW BUSINESS

- 1. <u>FINANCE & ADMINISTRATION</u> Alderman Artur Zadrozny, Chair
 - a. Warrant Register in the Amount of \$3,663,070.10 **RESOLUTION R-80-23**
- 2. COMMUNITY DEVELOPMENT Alderman Malcolm Chester, Chair
 - a. Consideration of a Final Plat of Subdivision for a Proposed Mixed-Use Residential, Commercial, and Parking Development at 622 Graceland and 1332-1368 Webford Avenue **RESOLUTION R-74-23**
 - b. Consideration of the Approval of Parkland and/or a Fee-in-Lieu of this Obligation Under the Subdivision Regulations Regarding the Proposed Mixed-Use Residential, Commercial, and Parking Development at 622 Graceland Avenue and 1332-1368 Webford Avenue with Abutting Park/Open Space at 1330 Webford Avenue – **RESOLUTION R-75-23**
 - c. Consideration of the Approval of a Development Agreement Pursuant to the Purchase and Sale Agreement for 1332 Webford Avenue Regarding the Proposed Mixed-Use Residential, Commercial, and Parking Development at 622 Graceland Avenue and 1332-1368 Webford Avenue with Abutting Park/Open Space at 1330 Webford Avenue – **RESOLUTION R-76-23**
- 3. <u>COMMUNITY SERVICES</u> Alderman Shamoon Ebrahimi, Chair
 - a. Consideration of a Resolution Awarding 38 Grant Recipients 2023 Social Service Program Funding in a Total Amount Not-to-Exceed \$210,000 **RESOLUTION R-82-23**

- 4. <u>LEGAL & LICENSING</u> Alderman Carla Brookman, Chair
 - a. Consideration of an Eighth Amendment to the City Manager's Employment Agreement **RESOLUTION R-83-23**
 - b. Consideration of Amendments to Ordinance Due to Passage of April 4, 2023 Ballot Referendum Regarding Term Limits – **FIRST READING – ORDINANCE M-84-23**

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.

<u>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.</u>



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date:	April 6, 2023
То:	Michael G. Bartholomew, City Manager
From:	John T. Carlisle, AICP, Director of Community and Economic Development \mathcal{P} Jonathan Stytz, AICP, Senior Planner \Im
Subject:	Zoning Text Amendments Regarding Temporary Commercial Mobile Radio and Wireless Telecommunications Service Facilities

Issue: The City Council is holding a public hearing to consider the following text amendments to the Zoning Ordinance: (i) amend Section 12-8-5, "Commercial Mobile Radio and Wireless Telecommunications Service Facilities" to reference a new allowance for the temporary installation of one facility as a temporary use; and (ii) amend Section 12-8-11, "Temporary Uses", to allow "Temporary Commercial Mobile Radio and Wireless Telecommunications Service Facilities" as a temporary use on lots improved with an existing lawfully established Commercial Mobile Radio and Wireless Telecommunications Service Facility, with various limitations.

PIN:	Citywide
Petitioner:	City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016
Case Number:	#23-016-TA
Request Description:	The City of Des Plaines is proposing amending the Zoning Ordinance to add "Temporary Commercial Mobile Radio and Wireless Telecommunications Service Facilities" as a new permitted temporary use. The specific amendments include regulations intended to identify and restrict the quantity, height, location, and duration of this type of structure.

Temporary Commercial Mobile Radio and Wireless Telecommunications Service Facilities

A Commercial Mobile Radio and Wireless Telecommunication Service Facility—which includes cell towers/monopoles as well as antennae mounted to building and other structures such as water towers—is a common piece of infrastructure found throughout municipalities to handle various forms of wireless communication. Section 12-13-3 of the Zoning Ordinance defines these structures as:

"An unmanned facility consisting of antennas, equipment, and equipment storage shelter used for the reception, switching, and/or transmission of wireless telecommunications including, but not limited to, paging, enhanced specialized mobile radio, personal communication services, cellular telephone, and similar technologies. A commercial mobile radio service facility may either be freestanding, roof mounted, or building mounted."

Under current rules, all commercial Mobile Radio and Wireless Telecommunications Service Facilities are governed under Section 12-8-5 of the Zoning Ordinance to regulate their quantity, height, size, design, construction, and location to minimize their impact on the properties for which they are installed and neighboring uses. The Ordinance lists three different types of Commercial Mobile Radio and Wireless Telecommunications Service Facility structures, which are briefly described below:

- *Freestanding* A stand-alone monopole-type structure that serves as the principal use on the property;
- <u>Freestanding (Secondary Principal Use)</u> A stand-alone monopole-type structure that serves as a secondary principal use on a property with an established, separate primary principal use; and
- <u>*Roof- or Building-Mounted*</u> A facility installed directly on the roof or sides of a building or water tower structure.

While the Zoning Ordinance contemplates these facilities as permanent structures, these facilities may need to be displaced or removed from time-to-time during maintenance or construction projects (e.g., maintenance on the structure(s) to which they are attached or the properties where they are located). These projects result in a potential loss of service for the immediate area. In these instances, a common practice is the installation of temporary equipment to locate the displaced facility and its related equipment for a period of time necessary to conduct the appropriate work on the structure hosting the facility and reinstall the equipment back on the structure. These temporary structures are designed and constructed in a similar way as a permanent freestanding facility, but are then dismantled and removed from the subject property after the facility and its related equipment are reinstalled in their original location.

Staff is aware of at least one imminent instance where a temporary monopole structure would be necessary. The current request is related to an existing building-mounted commercial mobile radio and wireless telecommunications service facility on a City-owned water tower at 712 Dulles Road. The Public Works and Engineering Department will be having the exterior of the water tower repainted, requiring the existing commercial mobile radio and wireless telecommunications service facility and its related equipment to be temporarily removed from the water tower to complete the work. Because the City is a lessor to wireless carriers, it behooves the City to maintain the service. The proposed option is an approximately 86-foot-tall temporary stand-alone monopole structure to host the equipment while the water tower is being repainted.

However, staff acknowledges that additional, future requests are likely, given there are other similar commercial mobile radio and wireless telecommunications service facilities throughout the City. The Public Works and Engineering Director advises that the City has existing leased equipment as high as 125 feet. For this reason, it is prudent to seek amendments to the Ordinance to allow for short-term circumstances under which a temporary facility could be installed and operated. To provide a reasonable allowance to commercial mobile radio and wireless telecommunications service facility operators and provide uninterrupted wireless telecommunication service for residents, staff proposes to amend the Zoning Ordinance to establish a clear allowance for a temporary monopole structure in certain conditions, with restrictions.

Proposed Amendments

The full proposed amendments are attached and are summarized below. These would be enacted by attached approving Ordinance Z-8-23:

• Section 12-8-5, Commercial Mobile Radio and Wireless Telecommunications Service Facilities: Add language to address and reference specific regulations for a temporary commercial mobile radio and wireless telecommunications service facility as a temporary use governed under Section 12-8-11, "Temporary Uses." • Section 12-8-11, Temporary Uses: Add temporary commercial mobile radio and wireless telecommunications service facilities to the list of permitted temporary uses, along with items such as storage containers, tents, temporary classrooms, and vendor carts. The installation and use of one temporary commercial mobile radio and wireless telecommunications service facility shall be permitted only on the same zoning lot where a lawfully established existing permanent facility is located and where there is a separate primary principal use. This allowance is possible only where an active construction or maintenance project requires the temporary facility for the purpose of continuous operation during the construction or maintenance project. The change would not allow the installation of a temporary commercial mobile radio and wireless telecommunications service facility for any property that does not meet the above criteria. In addition, a zoning certificate and all required building permits must be issued by the City authorizing the temporary use of the facility prior to the placement of the temporary facility on the subject property.

The amendments would regulate quantity, duration, location, and height of temporary commercial mobile radio and wireless telecommunications service facilities. They allow only one temporary facility on an eligible site at a given time for a maximum of three months, after which the temporary facility must be removed in its entirety from the subject property. In instances where the active maintenance and construction project on the subject building or structure is delayed and the project is otherwise being diligently pursued to completion, the Zoning Administrator has the ability to grant a single three-month extension for the use of the temporary facility, with a total maximum duration of six months. The proposed amendments specifically limit the number of extensions granted to one to avoid abuse of the use of the temporary facilities in lieu of a permanent installation.

The proposed amendments also focus on the allowable locations, requiring the placement of the temporary commercial mobile radio and wireless telecommunications service facility to be as close to the location of the permanent facility as possible and only on properties where the principal use of the zoning lot is non-residential. While staff acknowledges that the respective sites in which these commercial mobile radio and wireless telecommunications service facilities may not afford operators to locate the temporary facilities in conformance with the location requirements in Section 12-8-5, the intention is to restrict these temporary facilities from being located on properties with a residential use and minimize the impact of the temporary facilities on surrounding properties during its use. Conversely, these amendments *do* require temporary commercial mobile radio and wireless telecommunication requirements currently listed in Section 12-8-5.E of the Zoning Ordinance to address applicable building code requirements, the facility's compatibility compared with its surrounding built or natural environment, and operation requirements.

Finally, the proposed amendments include a maximum height of 125 feet for the temporary facilities. *No changes are proposed to height maximums for permanent facilities*. Keeping in mind that these temporary facilities would be limited to three months of use (or up to six months with a three-month extension if granted) and would not be permitted on properties where the primary use is residential, staff believes the greater height allowance is reasonable.

Similar to other temporary uses, a zoning certificate would be required for the installation or placement of a temporary classroom structure on an eligible property in addition to all applicable building permits. Note that these amendments provide this allowance for only roof- and building-mounted facilities or freestanding facilities that are a secondary portion of another development (secondary principal uses). For those properties where the facility is the only use—the sole principal use—the temporary facility would not be an option.

Standards for Zoning Text Amendments:

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

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

These amendments fill a gap in the Zoning Ordinance concerning temporary commercial mobile radio and wireless telecommunication facilities and help address needs of operators for these facilities by allowing one temporary facility to host the facility and its equipment during necessary maintenance and construction projects on the structures that accommodate them. The temporary commercial mobile radio and wireless telecommunication facility allowance provides an additional service to operators of these facilities and the City itself as intended in the Comprehensive Plan while also facilitating necessary maintenance and construction projects for City-owned and privately-owned structures alike.

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

As a temporary use that will be accessory to existing primary principal uses in Des Plaines, the proposed amendments would be compatible with the current conditions and overall character of the existing development. A temporary commercial mobile radio and wireless telecommunication facility is intended to be installed and active only for a limited period of time and only on properties with a lawfully-established commercial mobile radio and wireless telecommunication facility. The amendments provide a solution to install and continue service on a separate structure during periods of interruption on the host building or structure so as to not change the existing development on the site but rather serve the community as a whole.

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

The amendments would only allow one temporary facility on sites of existing commercial mobile radio and wireless telecommunication facilities, which are located in many different zoning districts throughout the City. The temporary facility would continue to tie into the existing on-site infrastructure that is utilized by the original facility so staff does have not concerns that the addition of one temporary facility for a limited period of time would negatively impact the adequacy of or require additional public facilities and services on properties for which they serve.

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

The amendments allow a short-term strategy that alleviates interruptions to services for commercial mobile radio and wireless telecommunication facility sites. Given the proposed restrictions, staff has no concerns that the presence of a temporary facility, for a limited amount of time, on one or more properties already containing these types of facilities throughout Des Plaines will detract from or have an adverse effect on surrounding property values.

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

The proposed amendments facilitate a path towards responsible standards for development and growth for eligible properties with commercial mobile radio and wireless telecommunication facilities by establishing a clear and streamlined permitting path for operators of these facilities.

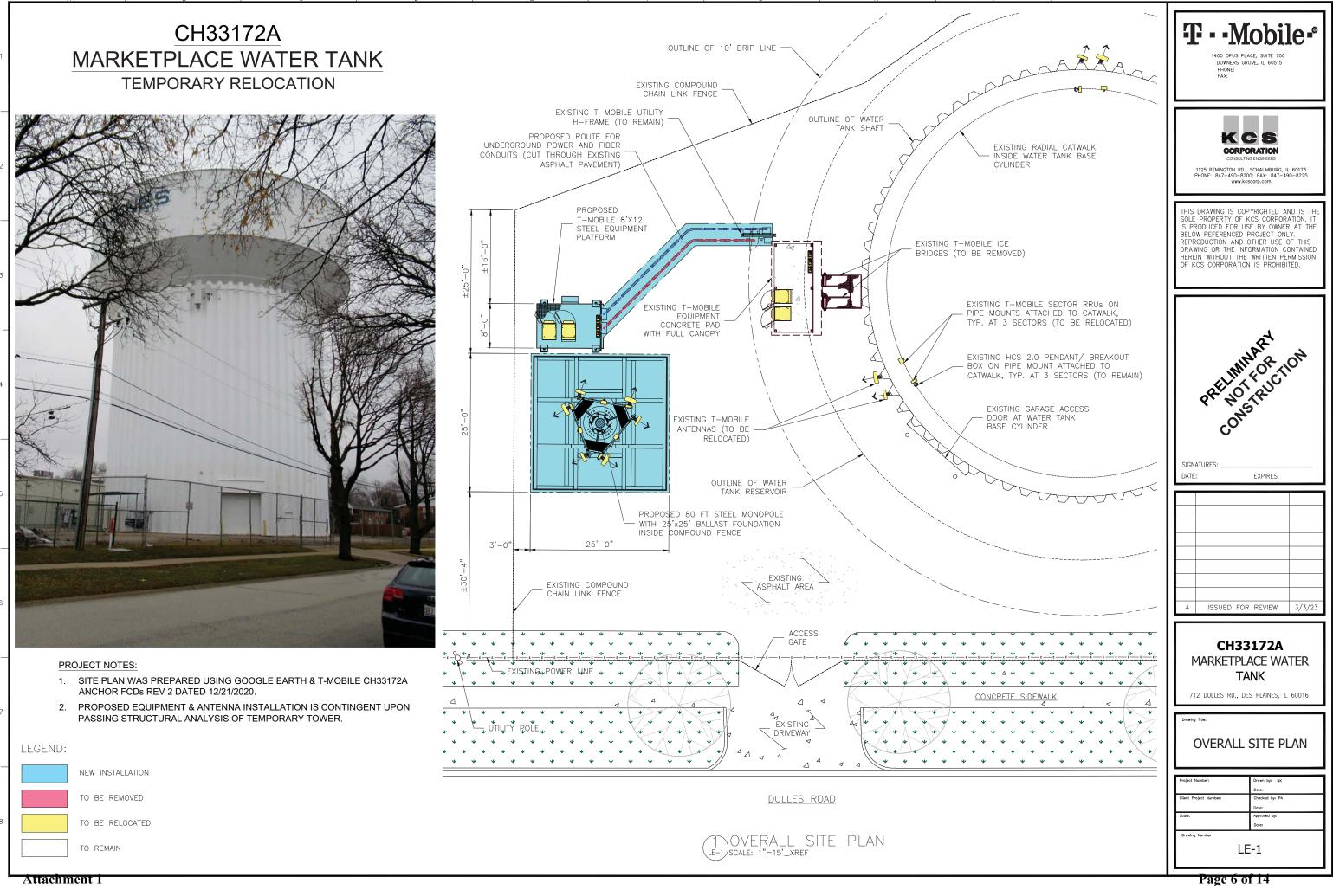
Public Hearing: The Planning and Zoning Board (PZB) typically holds public hearings and votes on recommendations to the City Council regarding zoning text amendments. However, because of the time sensitivity of the imminent maintenance project identified by Public Works and Engineering, and with all permitting and work yet to occur, the City Council is directly considering these amendments.

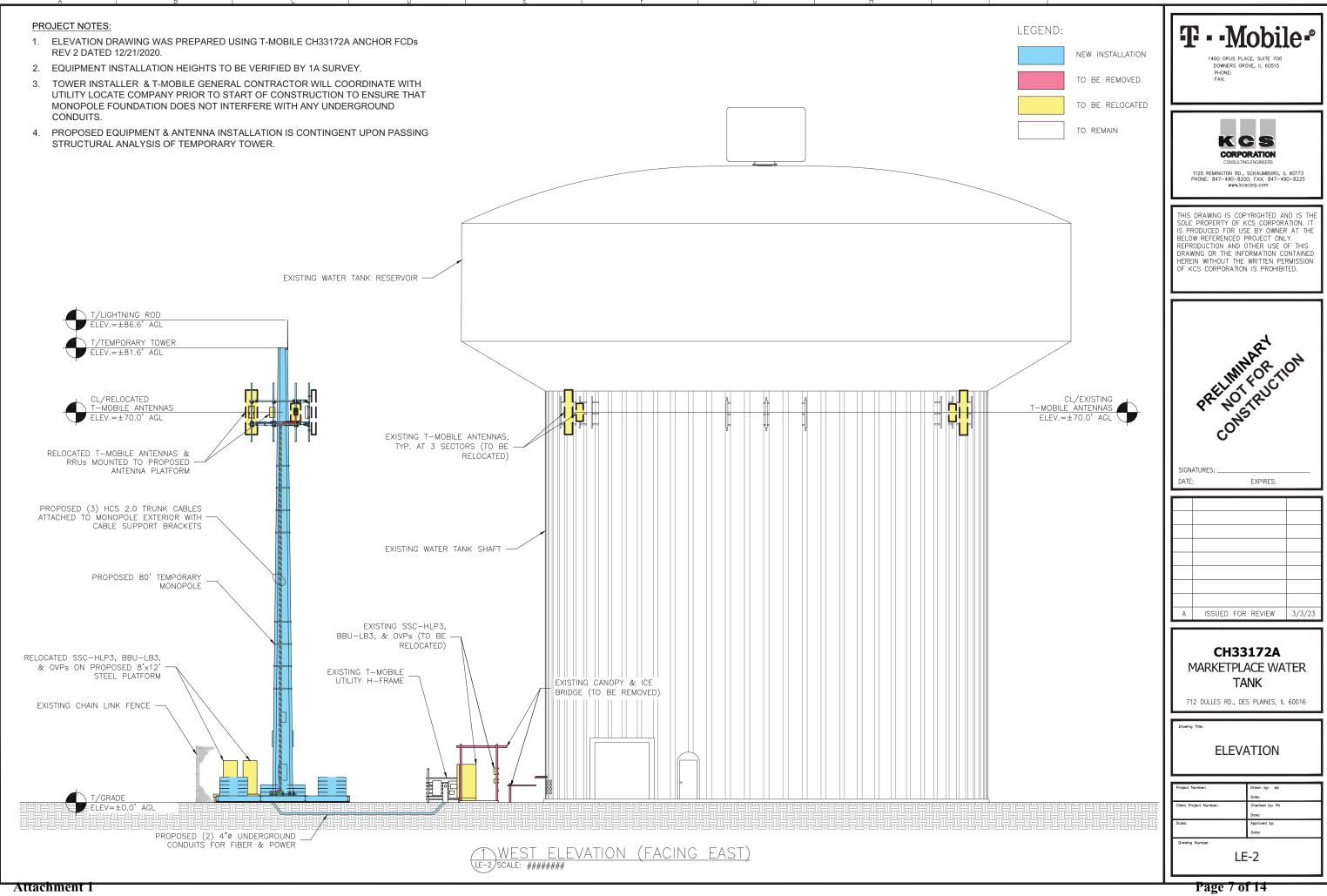
City Council Action: The Council may vote on the first reading of the approving Ordinance Z-8-23 at the conclusion of the public hearing.

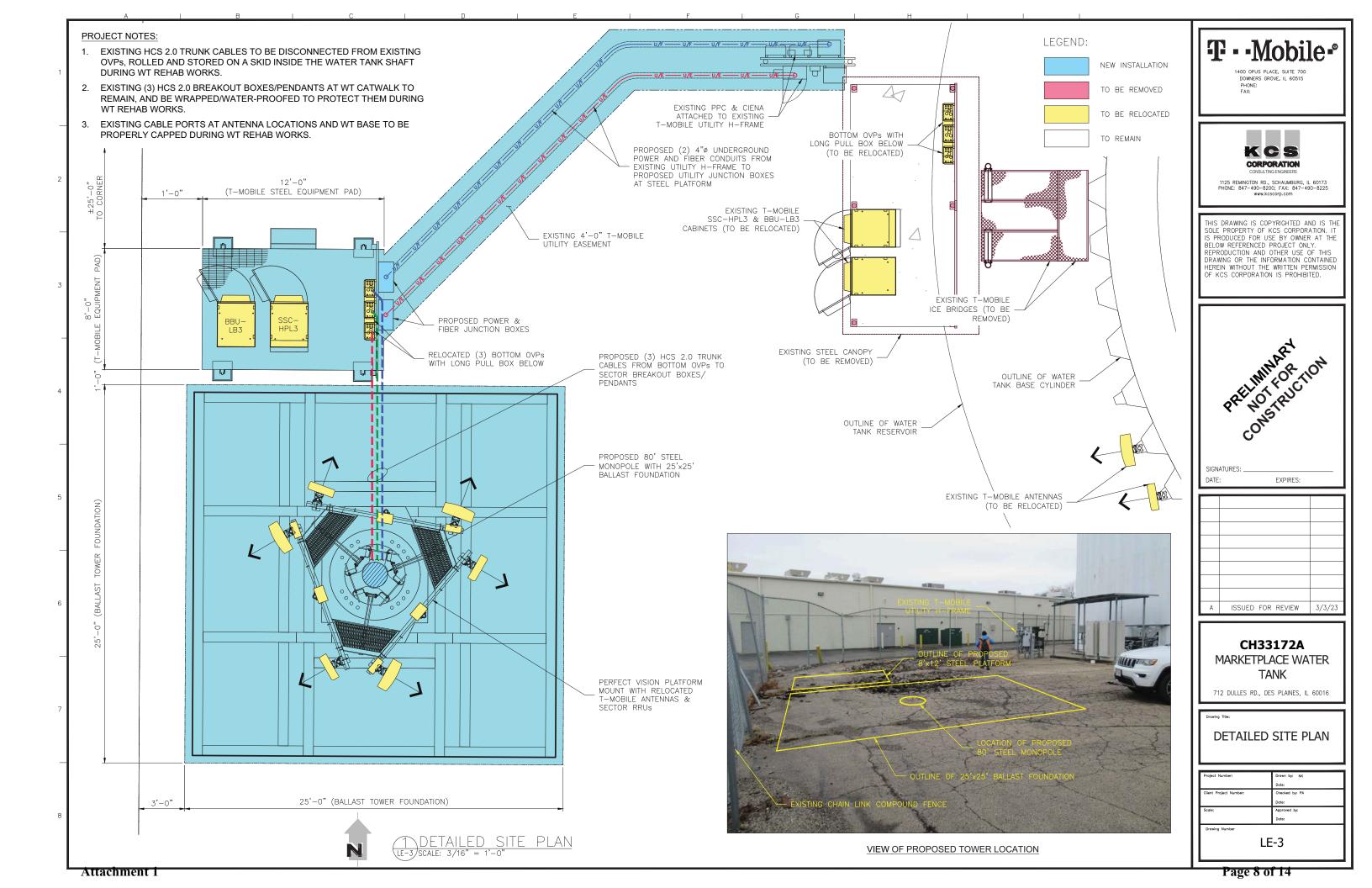
Attachment

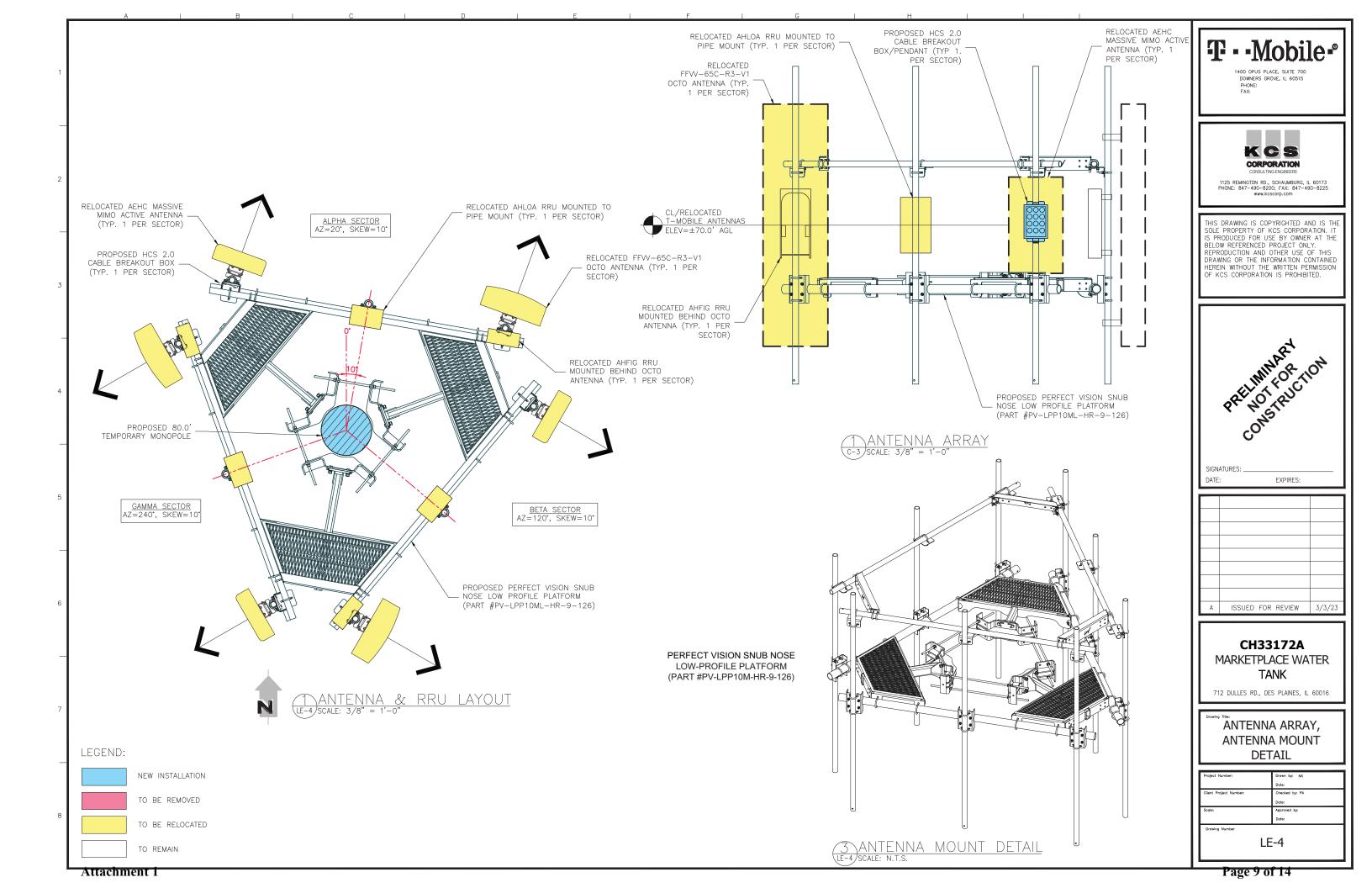
Attachment 1: Select Drawings for a Temporary Commercial Mobile Radio and Wireless Telecommunication Facility at 712 Dulles Road (Site of City-Owned Water Tower)

Ordinance Z-8-23









CITY OF DES PLAINES

ORDINANCE Z-8-23

AN ORDINANCE AMENDING THE TEXT OF THE ZONING ORDINANCE OF THE CITY OF DES PLAINES REGARDING TEMPORARY COMMERCIAL MOBILE RADIO AND WIRELESS TELECOMMUNICATIONS SERVICE FACILITIES (CASE# 23-016-TA).

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

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

WHEREAS, after a review of the Zoning Ordinance, City staff recommends amending the Zoning Ordinance to allow the temporary installation of commercial mobile radio and wireless telecommunications service facilities in all zoning districts as a temporary use on lots improved with an existing lawfully established commercial mobile radio and wireless telecommunications service facility, subject to certain conditions and restrictions (*"Proposed Amendments"*);

WHEREAS, a public hearing by the City Council to consider the Proposed Text Amendments was duly advertised in the *Des Plaines Journal* on March 22, 2023; and

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

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

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

<u>SECTION 1</u>. **<u>RECITALS</u>**. The recitals set forth above are incorporated herein by reference</u>

and made a part hereof.

SECTION 2. FINDING OF COMPLIANCE. The City Council finds that consideration of

the Text Amendments has complied with the provisions of Section 12-3-7 of the Zoning Ordinance.

SECTION 3. COMMERCIAL MOBILE RADIO AND WIRELESS TELECOMMUNICATIONS SERVICE FACILITIES. Section 12-8-5, titled "Commercial Mobile Radio and Wireless Telecommunications Service Facilities," of Chapter 8, titled "Accessory, Temporary, and Specific Use Regulations," of the Zoning Ordinance is hereby amended to read as follows:

"12-8-5: COMMERCIAL MOBILE RADIO AND WIRELESS TELECOMMUNICATIONS SERVICE FACILITIES:

Commercial mobile radio and wireless telecommunications service facilities shall meet the following requirements, unless the facility is to be constructed and operated only for a temporary period, in which case Section 12-8-11 of this Code applies.

* *''

SECTION 4. TEMPORARY USES. Section 12-8-11, titled "Temporary Uses," of Chapter 8, titled "Accessory, Temporary, and Specific Use Regulations," of the Zoning Ordinance is hereby amended to read as follows:

"12-8-11: TEMPORARY USES:

*

* * *

C. Temporary Uses Permitted:

* * *

- <u>13. Temporary Commercial Mobile Radio and Wireless</u> <u>Telecommunications Service Facilities:</u>
 - **<u>1.</u>** Eligible Circumstances: The installation and use of one temporary commercial mobile radio and wireless telecommunications service facility is permitted only (i) on the same zoning lot where a lawfully established existing permanent commercial mobile radio and wireless telecommunications facility is located; (ii) where there is an additional, separate primary principal use; and (iii) when the temporary facility is necessary in order to maintain continuous operation and mobile radio and wireless telecommunications service during an active construction or maintenance project on the lot.
 - 2. <u>Certificate and Building Permit Required:</u>

- A. <u>A zoning certificate issued by the City authorizing the</u> <u>temporary facility must be obtained prior to the</u> <u>construction or installation of a commercial mobile radio</u> <u>and wireless telecommunications service of a facility on</u> <u>an eligible zoning lot.</u>
- B. <u>All required building permits must be obtained prior to</u> <u>constructing or installing a temporary commercial</u> <u>mobile radio and wireless telecommunications service</u> <u>facility on an eligible zoning lot.</u>
- 3. Duration: A temporary commercial mobile radio and wireless telecommunications service facility may be located on an eligible zoning lot for a maximum of three months, which period shall begin upon the final inspection and approval of the installation by the City Building Division. The temporary facility must be removed in its entirety by the end of the threemonth period. The zoning administrator may grant one extension of no more than three months in order to allow the maintenance or construction project that necessitated the installation of the temporary installation to be diligently pursued to completion. Under no circumstances will a temporary commercial mobile radio and wireless telecommunications service facility be allowed to be installed for more than six months.
- **<u>4.</u>** Location: A temporary commercial mobile radio and wireless telecommunications service facility must be positioned as close to the location of the permanent commercial mobile radio and wireless telecommunications service facility as possible.
- 5. <u>Construction Requirements: A temporary commercial mobile</u> <u>radio and wireless telecommunications service facility must</u> <u>meet all of the requirements set forth in subsection E of</u> <u>Section 12-8-5.</u>
- <u>6.</u> <u>Additional Requirements for Temporary Freestanding</u> <u>Structures:</u>
 - a. A freestanding temporary commercial mobile radio and wireless telecommunications service facility may not exceed 125 feet in height; and
 - b. A freestanding temporary commercial mobile radio and wireless telecommunications service facility may be located only on a zoning lot with a non-residential principal use.

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

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law;

[SIGNATURE PAGE FOLLOWS]

PASSED this day of	, 2023.
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APPROVED this _____ day of _____, 2023.

VOTE: Ayes Nays 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 Amending Zoning Ordinance Regarding Temporary Commercial Mobile Radio and Wireless Telecommunications Service Facilities



PUBLIC WORKS AND ENGINEERING DEPARTMENT 1111 Joseph J. Schwab Road

Des Plaines, IL 60016 P: 847.391.5464 desplaines.org

MEMORANDUM

Date:	April 6, 2023
To:	Michael G. Bartholomew, MCP, LEED-AP, City Manager
From:	Joe Coons, Superintendent of General Services $\preceq \subset$
Cc:	Timothy Watkins, Assistant Director of Public Works and Engineering Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Subject:	Bid Award – 2023 Asphalt Crack Sealing Program

Issue: The approved 2023 budget includes funds for asphalt crack sealing. Two bids for this project were received on March 23, 2023.

Analysis: The Public Works and Engineering Department annually conducts an evaluation of local road conditions and determines the roads most suitable for sealing maintenance. The bid specifications require vendors to provide unit prices for sealing asphalt cracks per pound of sealant material applied. The bids received are shown in the tabulation below:

BIDDER'S NAME	QUANTITY	UNIT PRICE	BID AMOUNT
Denler, Inc.	72,000 LBS	\$1.43	\$102,960
SKC Construction, Inc	72,000 LBS	\$1.469	\$105,768

Recommendation: We recommend award of the 2023 Asphalt Crack Sealing contract to Denler, Inc., 20502 S. Cherry Hill Rd., Joliet, IL 60433, per unit prices submitted in the not to exceed amount of \$102,960. Funding for this project will be the Motor Fuel Tax funds, Other Services account (230-00-000-0000.6160).

Attachments: Resolution R-78-23 Exhibit A – Contract

CITY OF DES PLAINES

RESOLUTION R - 78 - 23

A RESOLUTION APPROVING AN AGREEMENT WITH DENLER, INC. FOR THE 2023 ASPHALT CRACK SEALING-FIBERIZED PROGRAM.

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 Motor Fuel Tax Fund for use by the Public Works and Engineering Department during the 2023 fiscal year for the 2023 Asphalt Crack Sealing-Fiberized Program (collectively, the "*Project*"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the of the City of Des Plaines City Code and the City's purchasing policy, the City issued an invitation for bids for the Project; and

WHEREAS, the City received two bids, which were opened on March 23, 2023; and

WHEREAS, Denler, Inc. ("Vendor") submitted the lowest responsible bid for the Project; and

WHEREAS, the City desires to enter into an agreement with Vendor for the Project in the not-to-exceed amount of \$102,960 ("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 Project in the not-to-exceed amount of \$102,960;

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 with Vendor 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: <u>AUTHORIZATION TO EXECUTE AGREEMENT</u>. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, the final Agreement.

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

PASSED this _____ day of _____, 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 Approving Agreement with Denler, Inc for 2023 Asphalt Crack Sealing-Fiberized Program





Contractor's Name			
Denler, Inc.			
Contractor's Address	City	State	Zip Code
20502 S. Cherry Hill Rd.	Joliet	IL.	60433

STATE OF ILLINOIS

Local Public Agency	County	Section Number 23-00000-05-GM		
CITY OF DES PLAINES	Cook			
Street Name/Road Name		Type of Funds		
VARIOUS LOCATIONS		MFT		
CONTRACT BOND (when required)				

For a County and Road District Project	For a Municipal Project
Submitted/Approved	Submitted/Approved/Passed
Highway Commissioner Signature Date	Signature Date
	Official Title
Submitted/Approved	MAYOR
County Engineer/Superintendent of Highways Date	
	Department of Transportation Concurrence in approval of award Regional Engineer Signature Date

Local Public Agency	Local Street/Road Na	ime	County	Section Number
CITY OF DES PLAINES	VARIOUS LOCA	TIONS	Cook	23-00000-05-GM
1. THIS AGREEMENT, made and concluded the	Day	Month and Year		Public Agency Type
of Des Plaines	known as the party of	the first part, and Denler,		
Local Public Agency its successor, and assigns, known as the par			Contractor	
 For and in consideration of the payments and the party of the first part, and according to the with said party of the first part, at its own prop complete the work in accordance with the pla this contract. 	e terms expressed in to per cost and expense, ans and specifications	he Bond referring this cont to do all the work, furnish a hereinafter described, and	ract, the party of the all materials and all in full compliance v	e second part agrees labor necessary to vith all of the terms of
 It is also understood and agreed that the LPA Apprenticeship or Training Program Certificat 	tion, and Contract Pro	nd hereto attached, and the	Plans for Section	23-00000-05-GM Section Number
Local Public Agency		is Department of Transport	ation onDate	, are essential
documents of this contract and are a part her				
4. IN WITNESS WHEREOF, the said parties ha				
Attest:	The Cit		Name of Local Pu	iblic Agency
	Local Fublic A	Party of the First Part		Date
Clerk Da	210			
		By:		
(SEAL)			(If a Corporation)	
		Corporate Name		
		Denler, Inc.		
		President, Party of th	e Second Part	Date
		By: An, h	L	3/27/23
(SEAL)		(If a Li	mited Liability Corp	oration)
、 <i>,</i>		LLC Name		
		Manager or Authorize	ed Member, Party o	f the Second Part
		By:		
		Partner	(If a Partnership)	Date
		· June of The F		
Attest:		Partner		Date `
Secretary Date	e]			
Am, M 31	27/23			
		Partners doin Party of the Second	g Business under th Part	e firm name of
(SEAL)				
		Dott of the Caspad I	(If an individual)	Date
		Party of the Second I	art	Date
Printed 03/27/23	Page 2	of 2	BLI	R 12320 (Rev. 01/21/21)

ADDENDUM NO. 1

CITY OF DES PLAINES REQUEST FOR CONTRACT PROPOSALS AND CONTRACT City of Des Plaines 2023 Asphault Crack Sealing-Fiberized Program

March 10, 2023

TO ALL PROPOSERS:

Attention of all Proposers is called to the following revision to the Request for Contract Proposals and Contract for City of Des Plaines 2023 Crack Sealing-Fiberized Program Issued by the City of Des Plaines, Illinois ("Request").

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

I. Use Revised BLR Document 12200a

City of Des Plaines 2023 Crack Sealing-Fiberized Program

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

COMPANY NAME	Denler, Inc.	
SIGNATURE	An, M	
DATE	3/15/23	

1

ADDENDUM NO 1

[Deletions are struck through; additions are bold and doubleunderlined.]



Local Public Agency Formal Contract Proposal



COVER SHEET

Proposal Submitted By:				
Contractor's Name	1			
Denler, Inc.				
Contractor's Address	City		State	Zip Code
20502 S. Cherry Hill Rd.	Joliet		IL	60433
STATE OF ILLINOIS				
Local Public Agency	County	S	ection Nu	Imber
City of Des Plaines	Cook	23	3-0000	0-05-GM
Route(s) (Street/Road Name)		Type of Fund	s	
Various Locations		MFT		
Proposal Only Proposal and Plans Proposal only, plans Submitted/Approved For Local Public Agency:	s are separate	,		
For a County and Road District Project	For	a Municipal Proj	ect	
Submitted/Approved	Subm	itted/Approved/Pa	ssed	
Submitted/Approved Submitted/Approved/Passed				ate (24/23
Submitted/Approved	Official Title			
County Engineer/Superintendent of Highways Date	Mayor			
	Depart	tment of Transpo	ortation	
	Released for	or bid based on lin	nited revi	ew
	Regional Engineer Sig	nature	D	ate
	A OF U			
	APPROVED BY AGREEMENT D			

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Exhibit A

BLR 12200 (Rev. 01/21/21)

Local Public Agency	County	Section Number	Route(s) (Str	eet/Roa	id Name)
City of Des Plaines	Cook	23-00000-05-GM	Various Lo	cation	S
TAN SHERE IN SHERE					
Sealed proposals for the project	described below will be rec	ceived at the office of THE CITY	CLERK, ROOM	602	
CITY OF DES PLAINES,		DES PLAINES, IL 60016	until 10:00 AM	on	3/23/2023 Date
	Address	See afCITY HALL room 101	Time		Date
Sealed proposals will be opened	and read publicity at the off	fice of CITY HALL room 101	Name of Office		
CITY OF DES PLAINES, *	1420 MINER STREET,	DES PLAINES, IL 60016	at 10:00 AM	on	3/23/2023
	Address		Time		Date
Location	DE	SCRIPTION OF WORK		Projec	t Length
VARIOUS STREETS THE	ROUGHOUT THE CITY	OF DES PLAINES			
Proposed Improvement					
2023 ASPHALT CRACKS	EALING-FIBERIZED F	PROGRAM			
1. Plans and proposal forms will	be available in the office of	f			
PUBLIC WORKS					
1111 JOSEPH SCHWAB	ROAD, DES PLAINES	, IL 60016			
2. Prequalification					
If checked, the 2 apparent a	as read low bidders must file	e within 24 hours after the letting a	n "Affidavit of Availa	bility" (F	Form BC 57) in
triplicate, showing all uncon	npleted contracts awarded t	o them and all low bids pending av	ward for Federal, Sta	ate, Cou	inty, Municipal
		varding Authority and two originals			
	erves the right to waive tech rements and Conditions for	nnicalities and to reject any or all p Contract Proposals.	roposals as provided	IN BLF	ks Special
		er to the Awarding Authority:			
	ormal Contract Proposal (BL	_R 12200)			
 b. Schedule of Prices (BL c. Proposal Bid Bond (BL 					
d. Apprenticeship or Trair	ning Program Certification (E	3LR 12325) (do not use for project	with Federal funds.)	
		o not use for project with Federal f			
5. The quantities appearing in	the bid schedule are approx	ximate and are prepared for the co	emparison of bids. Providence to the second se	ayment	to the Contracto
will be made only for the ac scheduled quantities of wor	tual quantities of work perio	ormed and accepted or materials for to be furnished may be increased,	decreased or omitte	ed as he	ereinafter
provided.					
6. Submission of a bid shall be	e conclusive assurance and	warranty the bidder has examined	d the plans and unde	erstands	all requirement
for the performance of work	c. The bidder will be response	sible for all errors in the proposal r	esulting from failure	or negle	ect to conduct a
	from such failure or neglect	o case, be responsible for any cos of the bidder.	is, expenses, losses	orchai	iges in
	-	ssion in the proposal and advertise	ed contract.		
8. If a special envelope is sup	plied by the Awarding Autho	prity, each proposal should be sub	mitted in that envelo	pe furni	shed by the
Awarding Agency and the b	lank spaces on the envelop	be shall be filled in correctly to clea	Irly indicate its conte	nts. Wh	nen an envelope
other than the special one f	urnished by the Awarding A	uthority is used, it shall be marked Awarding Authority at the address	and in care of the o	ts conte	whose office the
bids are to be received. All	proposals shall be filed price	or to the time and at the place spe	cified in the Notice to	Bidder	s. Proposals

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

received after the time specified will be returned to the bidder unopened.

Exhibit A

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3

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Des Plaines	Cook	23-00000-05-GM	Various Locations
		PROPOSAL	
1. Proposal of Denler,	Ter		
		Contractor's Name	
20502 S. Cherry	Hill R. Jol	iet, IL 60433	
	/	Contractor's Address	
2. The plans for the proposed work	are those prepared by	/	
and approved by the Department			
		ed by the Department of Transportation	on and designated as "Standard
			d Recurring Special Provisions" thereto,
adopted and in effect on the date	of invitation for bids.		
4. The undersigned agrees to acce	pt, as part of the cont	ract, the applicable Special Provisions	s indicated on the "Check Sheet for
Recurring Special Provisions" co			
5. The undersigned agrees to comp	lete the work within	working days or by	unless additional time
is granted in accordance with the			
The successful bidder at the time	of execution of the c	ontract Will be required to de	eposit a contract bond for the full amount o
			n lieu thereof. If this proposal is accepted
and the undersigned fails to exec	cute a contract and co		agreed that the Bid Bond of check shall be
forfeited to the Awarding Authori	y.		
7. Each pay item should have a uni	t price and a total pric	e. If no total price is shown or if there	e is a discrepancy between the products o
		shall govern. If a unit price is omitted,	
quantity in order to establish a ur	in price. A bid may be	e declared unacceptable if neither a u	nit price nor a total price is snown.
The undersigned submits herewi	th the schedule of prio	ces on BLR 12201 covering the work	to be performed under this contract.
 The undersigned further agrees t 	hat if awarded the co	ntract for the sections contained in the	e combinations on BLR 12201, the work
shall be in accordance with the re			specified in the Schedule for Multiple Bid
below.			
0. A proposal guaranty in the prope	er amount, as specifie	d in BLRS Special Provision for Biddi	ng Requirements and Conditions for
Contract Proposals, will be requi	ed. Bid BondsWill	be allowed as a proposal guar	anty. Accompanying this proposal is eithe
a bid bond, if allowed, on Depart	ment form BLR 12230) or a proposal guaranty check, compl	lying with the specifications, made payable
to:		Treasurer of	×
The amount of the check is	Bid Bond		
	Attach Cashie	er's Check or Certified Check Here	
	Alach Vashie	a solution of certified offect field	
		ded to cover two or more bid proposa	
sum of the proposal guaranties placed in another bid proposal,		red for each individual bid proposal. If	the proposal guaranty check is

The proposal guaranty check will be found in the bid proposal for: Section Number

Exhibit A

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P.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)		
City of Des Plaines	Cook	23-00000-05-GM	Various Locations		

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

- 1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
- 2. Bid-Rigging or Bid Rotating. The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

- 3. Bribery. The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
- 4. Interim Suspension or Suspension. The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Exhibit A

BLR 12200 (Rev. 01/21/21)

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)					
City of Des Plaines	Cook	23-00000-05-GM	Various Locations					
	SI	GNATURES						
(If an individual)		Signature of Bidder Date						
		Business Address						
			State Zie Cada					
		City	State Zip Code					
(If a partnership)		Firm Name						
		Signature	Date					
		T:41 -						
		Title						
		Business Address						
		City	State Zip Code					
Insert the Names and Addresse	s of all Partners							
(If a corporation)		Corporate Name						
		Denler, Inc.						
		Signature	Date					
		A 11						
		Im, M	3/9/23					
		Title						
		Prasilent Business Address						
		20502 S. Cherr	WELL DA.					
		City	State Zip Code					
		Joliet	IL 60433					
		•						
	Insert Names of Officers	President						
		Parid J. Den.	ler					
		· · · · ·						

Exhibit A

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BLR 12200 (Rev. 01/21/21)

test:		
	Secretary	

¥ 3

Secretary David 5. Newler Treasurer



SCHEDULE OF PRICES

County COOK Local Public Agency CITY OF DES PLAINES Section MFT 23-00000-05-GM Route VARIOUS

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1 P	CC Joint Sealing	LB	72,000	1.43	102,960.00
					102,960.00

CITY OF DES PLAINES

CONTRACT FOR

2023 Asphalt Crack	Sealing-Fiberized	Program	MFT-23-00000-05-GM

Full Name of Bidder	Denler, Inc.			("Bidder")
Principal Office Address	20502 S. Cherry Hill Rd.			
Local Office Address	Joliet, IL 60433			
Contact Person	David J. Denler	Telephone Number	708-479-5005	

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

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

1. Work Proposal

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

- Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the 2023 Asphalt Crack Sealing-Fiberized and Program MFT-23-00000-05-GM within the City of Des Plaines designated areas;
- <u>Permits</u>. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
- Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
- 4. <u>Taxes</u>. Pay all applicable federal, state, and local taxes;
- 5. <u>Miscellaneous</u>. Do all other things required of Bidder by this Contract; and
- Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition

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

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

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

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

2. Contract Price Proposal

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

all subcontractors and suppliers, the compensation set forth below.

A. <u>Schedule of Prices</u>. For providing, performing, and completing all Work, the

TOTAL CONTRACT PRICE (in numbers):

\$ 102,960.00

B. <u>Basis for Determining Prices</u>. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and

4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and

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

C. <u>Time of Payment</u>. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

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

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

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than September 1, 2023

Owner may terminate this Contract/Proposal at its convenience by providing Bidder 30 days advance written notice thereof. At all times during the Term and any Renewal Term, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work in accordance with this Contract/Proposal, as directed by Owner, and more fully described in Attachment A.

If, at any time during the term of the Contract, the Owner determines that the Work is not being completed by Bidder in full compliance with specifications and as required by or pursuant to this Contract, then Owner may, after providing Bidder with notice of such deficiency in performance and providing Bidder with one (1) business days to cure such deficiency, invoke its remedies under this Contract or may, in Owner's sole and absolute discretion, permit Bidder to complete the Work but charge to Bidder, and deduct from any payments to Bidder under this Contract, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the following per diem administrative charge, as well as any additional damages caused by such delay:

Per Diem Administrative Charge:

\$ 250.00 per day/occurrence

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

4. Financial Assurance

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

B. <u>Insurance</u>. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and

appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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

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

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

Bidder has the requisite experience E. Qualified. minimum of 5 years, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-7-20, including, without limitation, The bidder actively participates, and has actively participated for at least 12 months before the date of the bid opening, in apprenticeship and training programs approved and registered with the United States department of labor bureau of apprenticeship and training for each of the trades of work contemplated under the awarded contract for all bidders and subcontractors. For the purposes of this subsection, a bidder or subcontractor is considered an active participant in an apprenticeship and training program if all eligible employees have either: (i) completed such a program, or (ii) were enrolled in such a program prior to the solicitation date and are currently participating in such program." performing Work under this Contract.

7. Acknowledgements

Exhibit A

In submitting this Contract, Bidder acknowledges and agrees that:

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

B. <u>Reservation of Rights</u>. Owner reserves the right to reject any and all proposals, reserves the right to reject the low

price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

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

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

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

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

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

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

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

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

-4-

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

- Bidder has carefully examined and read the ITB and all related documents in their entirety.
- The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- Bidders has provided a list of client references including at least 4 Municipal References
- Bidder has fully completed the entire Contract form, including the Total Contract Price.
- Bidder has submitted a certified check or bid bond, as required by the Instructions to Bidders
- Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. _____[BIDDERS MUST INSERT ALL ADDENDA NUMBERS], has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

Dated: 3/2/23 , 20 23
Bidder's Status: () Corporation () Partnership () Individual Proprietor (State)
Bidder's Name: Denler, Inc.
Doing Business As (if different):
Signature of Bidder or Authorized Agent: 1, M Date: 3/9/23
(corporate seal) Printed Name: <u>Narid J. Mender</u> (if corporation) Title/Position: <u>President</u>
Bidder's Business Address: 20502 S. Charry Hill Md., Jolict, IL 60433
Bidder's Business Telephone: 708 479 5005 Facsimile: 708 479 5015

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

NAME	TITLE	ADDRESS
David J. Aenter	President	20502 S. Cherry HillRI., Jolies
Anvid J Dealer	Sec.	Some

e#

ACCEPTANCE

The contrac	t attached	hereto a	and by this	reference	ce incorp	orated	herein an	d made a	a part he	ereof is h	nereby
accepted by	/ the order	of the C	ity of Des	Plaines ("Owner")	as of			, 20		-

This acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supercedes 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 be Owner without further notice of objection and shall be of no effect nor any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

CITY OF DES PLAINES

Signature:

Printed Name: Michael G. Bartholomew

Title: City Manager

ATTACHMENT A

2023 CRACK/JOINT	SEALING LOCATIONS		
STREET	LIMITS	LENGTH X WIDTH	COMPLETED
Birch St	Howard to Welwyn	781	24
Cedar St	Touhy to Jarvis	1276	24
Fox Lane	Joseph to Craig	668	24
Parkwood Lane	Rusty to Estes	2220	24
Scott St	Jarvis to Touhy	1281	24
Shagbark Drive	River Drive to South End	638	22
Morse Ave	Scott to Eisenhower	565	24
Oakton St	River Road to Locust	282	60
Welwyn Ave	Cedar to Maple	938	24
Dexter Ln	Propsect to Everett	633	24
Everett Ave	Dexter to Lee	1011	26
Forest Ave	River to West Dead End	3430	24
Jarlath Ave	Douglas to Dead End	550	20
Lincoln Ave	Oxford to Wolf	893	20
Oxford Rd	Forest to Oakton	1270	20
Oxford Rd	Dexter to Lee	992	20
Howard	Lee to Douglas	3003	36
Warrington	Bradley to Thacker	2132	26
Susan	Jill to Cordial	915	24
Marshall	Oakton to Dead End	1288	24
Andrea	Jill to Algonquin	569	24
Wolf	Rand to Central	380	66
Thacker St	Wolf to River	7207	42
Spruce	Howard to Highland	619	24
King Lane	Mt Prospect to Marshall	2597	24
Sixth Ave	Prairie to Greenview	632	24
Wisconsin Dr	Mt Propsect to Pinehurst	1422	24
Eastview	Howard to Jarvis	1278	24
Webster	Touhy to Jarvis	1281	24
Plainfield	Howard to Everett	1301	24
Plainfield	Howard to Jarvis	1284	24
	Jarvis to South Dead End	1177	24
Douglas	Birchwood to South Dead End	1743	24
Elmira		791	33
Ash St	Oakton to Mannheim	883	24
Sixth Ave	Forest to Van Buren		
Dennis	Forest to Webster	1086	24
Campbell Ave	Center St to West Dead End	804	24
Henry Ave	Center St to West Dead End	873	24
Oakwood	Center St to Graceland	1339	24
Ashland Ave	River Rd to Lee St	2503	24
Center St	Prairie to Oakton	4771	24
Prairie Ave	Wolf to 1st Ave	3633	26
Patton	Devon to Craig	1335	24
Fargo Ave	Cedar to Maple	976	24
Van Buren	Center to Dean	718	24

Webster	Jarvis to Howard	1274	24
Miscellaneous		4758	
		72000	

. .



PUBLIC WORKS AND ENGINEERING DEPARTMENT 1111 Joseph J. Schwab Road

Des Plaines, IL 60016 P: 847.391.5464 desplaines.org

MEMORANDUM

Date:	April 6, 2023
To:	Michael G. Bartholomew, MCP, LEED-AP, City Manager
From:	Tom Bueser, Superintendent of General Services \mathcal{AB}
Cc:	Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering Timothy Watkins, Assistant Director of Public Works and Engineering
Subject:	Approve Purchase - Ford Trucks Upfitting through Sourcewell Municipal Pricing

Issue: Public Works and Engineering staff has been notified that four Ford pick-up trucks (#5044, #5043, #5066, And #5077) are scheduled for delivery which will require equipment upfitting.

Analysis: At the December 5, 2022 City Council meeting, approval of budgeted funding for 2022 and 2023 Ford trucks was approved to the following: Currie Motors for the two F-250 pick-up trucks and the F-350 cab chassis in the amount of \$146,891. Ridings Ford for two F-350 pick-up trucks and the six F-450 cab chassis in the amount of \$403,054. The pricing received from both dealers is for the vehicle purchase only, and did not include the upfit of the vehicles which fluctuates due to market conditions.

Staff has received confirmation that two (2)-F250 and two (2)-F350 pick-up trucks will be delivered in April. The upfits include snow plows, lift gates, LED strobe lighting, cab protector, and aluminum toolbox. Through Sourcewell Municipal Pricing upfitting for each of these vehicles can be installed by Regional Truck Equipment at a price of \$14,992 per vehicle.

Recommendation: We recommend approval of the upfitting of four Ford trucks from Regional Truck Equipment, Addison, IL, 60101 in the amount of \$59,968. This purchase will be funded from the Vehicle Replacement Fund (410-00-000-0000-8020).

Attachments:

Attachment 1 – Regional Upfitting Quote Resolution R-79-23



QUOTATION

80355
03/29/23
Jason

255 W. Laura Drive Addison, IL 60101

Phone: 630.543.0330 Fax: 630.543.9806

BILL TO:

Ralph Magak City Of Des Plaines 8002 ** Email Invoices** 1111 Camp Ground Rd Des Plaines IL 60016 (847) 391-5477

04103 1 013011.	045011
SHIP TO:	
Same	
Phone	

PO#:	Terms:		
	Net 10		
Vehicle Information:	VIN #:	Serial #:	
23 F-250/350			
WESTERN ULTRAMOUNT S 8' Pro Plow steel snowpl power angling Nighthawl Cab-Command handheld Western 8' rubber snow defle 4-corner amber LED strobe s Woodbine "Tommy-Gate" lift electric/hydraulic operation w 2-piece extruded aluminum p Transfer B/U sensors and ca Back Rack cab protector with Federal Signal amber LED lig Whelen DTA8A traffic adviso WeatherGuard model 164-0-	ow blade c plow lights, plow guides. d control. ector installed onto blade. ystem wired to upfitter switc gate model G2-60-1342EA3 ith toggle swith control, 55" of latform with 6" tapered ramp mera to liftgate using sensor standard mount kit. ghtbar installed on Back Rack w/	h. 8. 1300# capacity, x 38" o. r bar. k center brkt. in-cab control.	/ELL MUNICIPAL PRICI 6218.00 335.00 895.00 4098.00 339.00 487.00 643.00 1060.00 917.00
		TOTAL PER UN	
Located in Addison, the North	nwest Suburbs of Chicago, A	Alsip and in Used E	quip. Price (4) 59,968.00 Equip. Price
the South Suburbs, Regional	Truck Equipment is an auth	Alsip and in Used E Parts F	quip. Price (4) 59,968.00 Equip. Price Price
Located in Addison, the Nortl the South Suburbs, Regional distributor of Western Snowp Knapheide Bodies, Adrian St	Truck Equipment is an auth lows, Salt Spreaders, and P	Alsip and in Dorized Parts F Parts, Subtot	quip. Price (4) 59,968.00 Equip. Price

For best service call us now. 630-543-0330

Quotation valid for 30 days.

REGIONAL MAKES NO WARREVANTY OF ANY KIND. EXPRESSED OR IMPLIED: AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 1 1/2% Per Month (18% ANNUM) will be charged on unpaid invoices \$25.00 charge on uncollected checks. All collection agency and legal fees are the responsibility of the customer. We reserve title to all merchandise until paid. Customer shall rely solely upon the manufacturer's warranty, if any Any goods or property of the customer not picked up within ten days after the date shown on the invoice will incur a storage charge of \$14.00 a day. Any property not picked up within six months may be sold without notice, to satisfy storage charges.

To accept this quotation, sign here and return:

REGIONAL TRUCK EQUIPMENT

REGIONAL TRUCK EQUIPMENT Page 2 of 4

59,968.00

Sales Tax (8%) Labor Delivery

Processing Fee Invoice Total

FET

CITY OF DES PLAINES

RESOLUTION R - 79 - 23

A RESOLUTION AUTHORIZING THE UPFITTING OF FOUR FORD TRUCKS FROM REGIONAL TRUCK EQUIPMENT THROUGH SOURCEWELL MUNICIPAL PRICING.

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 upfitting of four Ford trucks, including snow plows, lift gates, LED strobe lighting, cab protector, and aluminum toolbox (collectively, the *"Equipment"*); and

WHEREAS, the City is a member of the Sourcewell, formerly National Joint Powers Alliance ("Sourcewell"), a public agency that provides cooperative purchasing solutions for government and educational agencies, resulting in significant savings for the City; and

WHEREAS, Sourcewell has awarded Contract #062222-DDY ("Sourcewell Contract") for the purchase of the Equipment for Sourcewell Municipal Pricing and identified Regional Truck Equipment ("Vendor") as a qualified bidder; and

WHEREAS, City staff has determined that Sourcewell's purchasing policies satisfy the City's competitive bidding requirements; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the purchase the Equipment from Vendor at the cost of \$14,992 per vehicle in accordance with Sourcewell Contract #062222-DDY in the total amount of \$59,968;

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:

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

<u>SECTION 2</u>: <u>APPROVAL OF PURCHASE</u>. The City Council hereby approves the purchase of the Equipment from Vendor in the total amount of \$59,968.

<u>SECTION 3</u>: <u>AUTHORIZATION OF PURCHASE</u>. The City Manager is hereby authorized and directed to execute such documents approved by the General Counsel and to make such payments, on behalf of the City, as are necessary to complete the purchase of the Equipment from Vendor in the total amount of \$59,968.

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

PASSED this _____ day of ______, 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 Approving Upfitting of Trucks from Regional Truck Equip thru Sourcewell



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: March 16, 2023

To: Honorable Aldermen

From: Andrew Goczkowski, Local Liquor Commissioner

Cc: Vickie Baumann, Permit Technician, Registration & License Division

Subject: Liquor License Request for an Increase in Liquor License Classification

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

Abraham Gas Mart Inc 1990 Mannheim Rd Class M – Gas Station Retail Only (off-site consumption only) - New Increase from 11 to 12

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed March 26, 2023 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Monday, April 3, 2023.

Andrew Goczkowski Mayor Local Liquor Commissioner

Attachments: Application Packet Ordinance M-10-23



1

LOCAL LIQUOR COMMISSIONER

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION						
Name: Abraham Gras Mart INC						
Address: 1990 MANNHEIM RD DESPLAINES IL Zip: 60018						
Mailing Address: 1990 MANNHEIM RD DESP	1AINES 11 Dept:					
City: DESPLAINES St: MANNHEIM Zip: 60018						
Email: abrahamgasmart @qmail.com	Phone#: 773-216-5917					
Day/Hours of Operations: Monday:24/ Lv, Tuesday: _						
Thursday: 24 hrz Friday: 24 hrs Saturday:	24 hry Sunday: 24 hrs					
CLASSIFICATION						
A TAVERN- seats 250 or less	G BANQUET HALL					
A1 TAVERN – seats 251 – 500	H-1 RESTAURANT – beer & wine only					
A2 TAVERN – seats 501 +	H-2 BULK SALES – beer & wine only					
AB TAVERN & BULK SALES – seats 250 or less	I RELIGIOUS SOCIETY					
AB-1 TAVERN & BULK SALES – seats 251 – 500	J SPECIAL 4:00AM – must have class A					
B BULK SALES – retail only	K GOVERNMENTAL FACILITY					
B-1 BULK SALES –alcohol not primary retail	L WINE ONLY					
C CLUB	M GAS STATION – retail only					
E RESTAURANT DINING ROOM – over 50	N CASINO					
F RESTAURANT – beer only	P COFFEE SHOP					
OWNERSHIP INFORMATION (list President, Vice-President, Secre	tary and all Officers owning 5% or more of stock)					
Title: PRESIDENT	% of Stock:					
Name: Abraham Greorge						
Title:% of Stock:						
Name:						
Has either the President, Vice-President, Secretary or any officer ever plead guilty, been found guilty, received						
supervision, plead nolo contendere (no contest) to any felony under Federal, State, County or Municipal law, statute or ordinance? VI NO YES – Attach documentation identifying the charge, finding, court branch and docket #						

ADDITIONAL INFORMATION

Does the applicant own the property or premises of the business?

If NO, please provide name/address of the property owner and expiration date of the executed lease:

Is any elected City Official, County Commission or County Board member affiliated directly or indirectly with the applicant/business? If YES, please provide name, position and a detailed description to the pa	NO rticulars:	YES
Has any officer, owner or stockholder of the corporation or business obtained a liquor license for another location? If YES, please provide name, location and disposition/status of each:	E NO	YES
Has any officer, owner or stockholder of the corporation or business had a liquor license revoked for another location? If YES, please provide name, location and reason for revocation of each:	NO	YES

AFFIDAVIT

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

19G7 INITIALS

YES

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

1467 INITIALS

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

161 INITIALS

Signature of Owner

am Print Name

SUBSCRIBED and SWORN to before me this bria NOTAR PUBLIC (s AMP SEAL BELOW) SHIJO J MULLAPPALLIL OFFICIAL SEAL Intervention - State Of Illinois Commission Expires July 07, 2026

NO

FORM BCA 2.10 ARTICLES OF INCORPORATION Business Corporation Act

Filing Fee: \$150

File #: _____74002358

Approved By: MAP

FILED

NOV 23 2022

Jesse White Secretary of State

1. Corporate Name: ABRAHAM GAS MART INC.

2.	Initial Registered Agent:	ABRAHAM A. GEORGI	=				
		First Name		Middle Init	ial	Last Name	
	Initial Registered Office:	1990 MANNHEIM RD					
		Number	Street		Suite No.		
		DES PLAINES		IL	60018-2907		COOK
		City			ZIP Code		County

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

Authorized Shares,	Issued Shares and Consideratio	n Received:	
Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	1000	1000	\$ 1000

NAME & ADDRESS OF INCORPORATOR

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

Dated NOVEMBER 23	, 2022		
Month & Day	Year		
ABRAHAM A. GEORGE			
	Name		
1990 MANNEHIM RD.			
Street			
DES PLAINES	IL	60016	
City/Town	State	ZIP Code	

This document was generated electronically at www.ilsos.gov

Attachment 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

								_	2023
THIS CERTIFICATE IS ISSUED AS A I CERTIFICATE DOES NOT AFFIRMATI BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, AN	VEL	Y OR NCE	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTEND OF	R ALT	ER THE CO	VERAGE AFFORDED E	Y THE	POLICIES
IMPORTANT: If the certificate holder i				policy(ies) m	ust ha		AL INSURED provision	s or be	endorsed.
If SUBROGATION IS WAIVED, subject this certificate does not confer rights t	to th	ne te	rms and conditions of th	ne policy, cer	tain p	olicies may i			
PRODUCER	o the	cent	incate holder in neu of si	CONTACT TL	<u>`</u>	<u>).</u> S GEORGE			
Thomas George Insurance Age	ncy			PHONE (A/C, No, Ext):				947-44	54-3658
350 S Northwest Hwy Suite 300				(A/C, No, Ext):	vekek		(A/C, No):	04/-4	94-3030
Park Ridge IL 60068				ADDRESS: 10)		ie@gmail.c			
				INSURER(S) AFFORDING COVERAGE NA INSURER A : AM GUARD INSURANCE CO				NAIC #	
INSURED					in 00				
ABRAHAM GAS MART INC				INSURER B :					
1990 MANNHEIM RD			INSURER C :						
DES PLAINES IL 60018				INSURER D :					
COVERAGES CER	TIFIC		NUMBER:	INSURER F :			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES				VE BEEN ISSU	JED TO			HE POL	ICY PERIOD
INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH		REME AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CON	TRACT	OR OTHER I	DOCUMENT WITH RESPE	ст то	WHICH THIS
INSR TYPE OF INSURANCE	ADDL		POLICY NUMBER	POLIC (MM/DE	Y EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A COMMERCIAL GENERAL LIABILITY			ABBP434725	04/01/		04/01/2024	EACH OCCURRENCE	\$ 1,00 \$ 50,0	
CLAIMS-MADE OCCUR							PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 5,00	
							PERSONAL & ADV INJURY		0,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		0.000
PRO-							PRODUCTS - COMP/OP AGG	\$ 2,00	
OTHER:							FRODUCTS - COMPLOF AGG	\$,000
							COMBINED SINGLE LIMIT	\$	
ANY AUTO							(Ea accident) BODILY INJURY (Per person)	\$	
OWNED SCHEDULED							BODILY INJURY (Per accident)		
AUTOS ONLY AUTOS HIRED NON-OWNED							PROPERTY DAMAGE	\$	
AUTOS ONLY AUTOS ONLY				-			(Per accident)	\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
DED RETENTION \$							AGGREGATE	\$	
WORKERS COMPENSATION							PER OTH-	Ψ	
AND EMPLOYERS' LIABILITY							E.L. EACH ACCIDENT	\$	
OFFICER/MEMBEREXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE		
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		
A LIQUOR LIABILITY			ABBP434725	04/01/	2023	04/01/2024			
	□						AGGREGATE LIMIT	\$1,000	,000
							0		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICI	-LO (A		, Augustiai Keindi Ke SuijeQU	ייי, יויפץ עס מנגוכחנ	, a a mor	o ehana is IAAAIL	a ~ j		
CERTIFICATE HOLDER				CANCELLA	TION				
CITY OF DES PLAINES				1			ESCRIBED POLICIES BE C		
1420 Miner St,							EREOF, NOTICE WILL E	DE DEI	LIVERED IN
Des Plaines, IL 60016									
				AUTHORIZED R			orge		
					© 19	88-2015 AC	ORD CORPORATION.	All rial	ts reserved

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Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If all of the information is correct, cut along the dotted line (fits a standard 5" x 7" frame). Your authorization must be visibly displayed at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

		www.www.www.www.www.www.www.www.
FFICIAL DOCUMENT	State of Illinois - Department of Revenue Illinois Business Authorizat	OFFICIAL DOCUMENT
ABRAHAM GAS M	ART INC.	
		Loc. Code: 016-0015-1-001
1990 MANNHEIM R		Des Plaines Cook County
DES PLAINES IL 6	0018-2907	
Expiration Date:	Certificate of Registra	ation
3/1/2024	Sales and use taxes and fees	(4474-6474)
		2
		ILLINOIS REVENUE
	OFFICIAL DOCUMENT	Issued Date: 03/01/2023

Attachment 1

CITY OF DES PLAINES

ORDINANCE M - 10 - 23

AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "M" LIQUOR LICENSE.

WHEREAS, Abraham Gas Mart Inc. ("*Applicant*") applied to the Department of Community and Economic Development for a Class M liquor license for the premises commonly known as 1990 Mannheim Road, Des Plaines, Illinois ("*Premises*") pursuant to Chapter 4 of Title 4 of the Des Plaines City Code ("*City Code*"); and

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

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

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

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

SECTION 2: <u>APPROVAL OF LIQUOR LICENSE</u>. The City Council hereby grants the Applicant a Class M Liquor License to the Applicant for the Premises.

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

Section	Fee Description	Number	Term]]	Fee
					New
	*	*	*		
Chapter 4	Liquor Control				
4-4-5A	License Fees and Number:				
	Class	Number	Term	Initial Fee	Annual Fee
	Class M	++ 12	Annual	\$3,630.00	\$1,815.00
	*	*	*		

4-18-1: FEE SCHEDULE:

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.

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

PASSED this ______ day of ______, 2023.

APPROVED this _____ day of _____, 2023.

VOTE: AYES _____ ABSENT _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this _____ day of _____, 2023.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Add One Class M Liquor License for Abraham Gas Mart Inc 1990 Mannheimf Road

PLAINES ILLINOIS

OFFICE OF THE MAYOR

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

MEMORANDUM

Date: March 30, 2023

To: Honorable Aldermen

From: Andrew Goczkowski, Local Liquor Commissioner

Cc: Vickie Baumann, Permit Technician, Registration & License Division

Subject: Liquor License Request for a New Ownership for an Existing Liquor License

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

Georges Liquor & Tobacco Inc. 1185 Elmhurst Rd Class B – Bulk Sales-retail only (off-site consumption only) No New Increase

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed April 13, 2023, and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Monday, April 17, 2023.

Andrew Goczkowski Mayor Local Liquor Commissioner

Attachment: Application Packet



LOCAL LIQUOR COMMISSIONER

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

APPLICATION FOR A LIQUOR LICENSE

BUSINESS	INFORMATION	C			
Name:	GEORGES LIQUOR + TO BALLO	王二			
Address: _	1185 ELMHURST RD. DE	5 PLA	ENES	Zip:	60016
Mailing Ac	Idress: 8342 MONTILELLO AV	E		_ Dept:	1
City:	SKOKIE	St:	IL	Zip:	60076
Email: <u></u>	EORGE LIQUORDO C GMAIL COM	Phone	:#: <u>}</u>	4-382	1-3200
Day/Hours	of Operations: Monday: <u>11AM - 11 PM</u> Tuesday:	IIAM -	II PM We	dnesday:	11 AM - 11PM
Thursday:	NAM - 11 PM Friday: 110M - 120M Saturday:	1) AM -	- 12 AM	Sunday:	11 AM - 11 PM
CLASSIFIC	ATION				
A	TAVERN seats 250 or less	G	BANQUET	HALL	
A1	TAVERN – seats 251 – 500	H-1	RESTAURA	ANT – beer	& wine only
A2	TAVERN – seats 501 +	H-2	BULK SALE	ES – beer &	wine only
AB	TAVERN & BULK SALES – seats 250 or less		RELIGIOUS	S SOCIETY	
AB-1	TAVERN & BULK SALES – seats 251 – 500	L l	SPECIAL 4	:00AM – m	ust have class A
В	BULK SALES – retail only	К	GOVERNM	IENTAL FA	CILITY
B-1	BULK SALES –alcohol not primary retail	L	WINE ONI	LY	
С	CLUB	М	GAS STAT	ION – retail	only
E	RESTAURANT DINING ROOM – over 50	N	CASINO		
F	RESTAURANT – beer only	P	COFFEE SH	HOP	
OWNERSH	IP INFORMATION (list President, Vice-President, Sec	retary and a	ll Officers o	wning 5% o	r more of stock)
Title:	RESIDENT		%	of Stock:	160
Name:	MUNIC ODICHO				
Title:			%	of Stock: _	
Name:					
supervisio	the President, Vice-President, Secretary or any offin, plead nolo contendere (no contest) to any felony ordinance? NO YES – Attach documentation in	under Fed	eral, State,	County or	Municipal law,

ADDITIONAL INFORMATION

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

Is any elected City Official, County Commission or County Board member affiliated directly or indirectly with the applicant/business? If YES, please provide name, position and a detailed description to the pa	NO rticulars:	YES
Has any officer, owner or stockholder of the corporation or business obtained a liquor license for another location? If YES, please provide name, location and disposition/status of each:	NO NO	YES
Has any officer, owner or stockholder of the corporation or business had a liquor license revoked for another location? If YES, please provide name, location and reason for revocation of each:	M NO	YES

AFFIDAVIT

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

Ma INITIALS

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

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

Signature of Owner

MUNIZ ODICHO

Print Name

SUBSCRIBED and SWORN to before me this

14 day of Mi	DRCH	20 <u>23</u> .
41		>
	(STAMP SEAL BELOW	()
"OFFICI DAVID	IAL SEAL" PUTRUS c, State of Illinois	
My Commission	Expires 01/07/2024	

FORM **BCA 2.10** ARTICLES OF INCORPORATION Business Corporation Act

Filing Fee: \$150

File #: 74059112

Approved By: MAP

FILED

JAN 19 2023

Alexi Giannoulias Secretary of State

1. Corporate Name: GEORGES LIQUOR & TOBACCO INC.

2. Initial Registered Agent: MUNIR ODICHO First Name Middle Initial Last Name
Initial Registered Office: 8342 MONTICELLO AVE
Number Street Suite No.
SKOKIE IL 60076-2828 COOK
City ZIP Code County

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

Authorized Shares,	Issued Shares and Consideration	n Received:	
Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	1000	1000	\$ 1000

NAME & ADDRESS OF INCORPORATOR

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

Dated JANUARY 19	2023		
Month & Day	Year		
MUNIR ODICHO			
	Name		
8342 MONTICELLO AVE			
Str	reet		_
SKOKIE	IL	00006-0076	
City/Town	State	ZIP Code	

This document was generated electronically at www.ilsos.gov

ACORD'

PRODUCER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/14/2023

INFORMATION ONLY

PRESIDENTIAL INSURANCE AGENCY 4912 N LINCOLN AVE SUITE 102 CHICAGO, IL 60625	AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
773-274-5999	INSURERS AFFORDING COVERAGE	NAIC #			
INSURED	INSURER A: LIBERTY MUTUAL				
GEORGES LIQUOR & TOBACCO INC	INSURER B:				
1185 Elmhurst Rd	INSURER C:				
Des Plaines, IL 60016	INSURER D:				
	INSURER E:				

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Ì.	DD'L SRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	s
a		GENERAL LIABILITY	BWG65914322	04/01/23	04/01/24	EACH OCCURENCE	\$1,000,000
ı						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$15,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Each Occurrence)	\$
		ALL OWNED AUTOS				BODILY INJURY (Per person)	\$
		HIRED AUTOS				BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		OCCUR CLAIMS MADE				AGGREGATE	\$
							\$
							\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS C ER	
		ANY PROPRIETOR/PARTNER/EXECU-				E.L. EACH ACCIDENT	\$
		TIVE OFFICER/MEMBER EXCLUDED? If yes, describe under				E.L. DISEASE - EA EMPLOYEE	\$
		SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$
7	\boxtimes	OTHER LIQUOR LIABILITY	BWG65914322	04/01/23	04/01/24		INCLUDED

CERTIFICATE HOLDER	CANCELLATION
CITY OF DES PLAINES 1420 Miner St Des Plaines, 1L 60016	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE
ACORD 25 (2001/08)	© A CORD CORPORATION 1988



Name

GEORGES LIQUOR & TOBACCO Submitted By

GEORGESLIQUOR

GEORGESLIQUIR 03/12/2023 1:25 04 P

1-066-131-664

Federal Employer ID # 92-1839963

INC

Logon Date Submitted **Confirmation Number**

Change Taxpayer Address

You have successfully changed your Legal address to the following:

1185 ELMHURST RD DES PLAINES IL 60016-5608

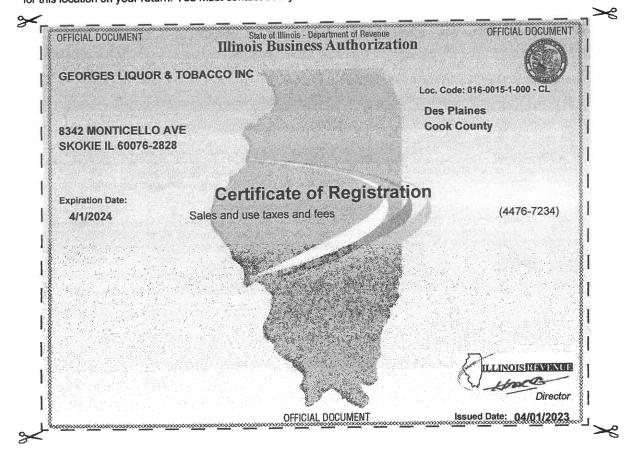
This change is reflected on your Unemployment Insurance account.

Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If all of the information is correct, cut along the dotted line (fits a standard 5" x 7" frame). Your authorization must be visibly displayed at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

This site is not a permanent location and is one you indicated could change. We have pre-printed the correct tax rate for this location on your return. You must contact us if you make sales from a different location.



IDOR-50-A (R-10/22)

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

- CALL TO
ORDERThe regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order
by Mayor Goczkowski at 6:03 p.m. in the Eleanor Rohrbach Memorial Council Chambers,
Des Plaines Civic Center on Monday, April 3, 2023.
- ROLL CALLRoll call indicated the following Aldermen present: Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Ebrahimi. Absent: Smith. A quorum was present.

<u>CLOSED SESSION</u> Moved by Chester, seconded by Zadrozny to convene into Closed Session under the following sections of the Open Meetings Act – Probable or Imminent Litigation, Personnel, Sale of Property, Purchase or Lease of Property, and Litigation. Upon roll call, the vote was:

AYES:7 -Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, EbrahimiNAYS:0 -NoneABSENT:1 -Smith

Motion declared unanimously carried.

The City Council recessed at 6:04 p.m.

The City Council reconvened at 7:05 p.m.

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

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

<u>PRAYER AND</u> <u>PLEDGE</u>	The prayer an offered by Alc		Pledge of Allegiance to the Flag of the United States of America were n Zadrozny.
PROCLAMATION	City Clerk Ma April as Assyn		ki read a proclamation by Mayor Goczkowski declaring the first day of ew Year.
	City Clerk M Month.	astals	ki read a proclamation by Mayor Goczkowski declaring April as Earth
ALDERMAN	Alderman Zac	lrozny	reminded everyone that tomorrow is Election Day.
<u>ANNOUNCEMENTS</u>	Alderman Che	ester e	mphasized the privilege of voting, and asked residents to vote.
	Alderman Eb Assyrian New		i encouraged everyone to vote and thanked the City for recognizing .
CONSENT AGENDA	•		n, seconded by Chester, to Establish the Consent Agenda.
	Upon voice vo	ote, th	e vote was:
	AYES:	7 -	Lysakowski, Moylan, Oskerka, Zadrozny,
			Brookman, Chester, Ebrahimi
	NAYS:	0 -	None
	ABSENT:	1 -	Smith
	Motion declar	ed car	rried.

Page 2 of 5

Moved by Brookman, seconded by Chester, to Approve the Consent Agenda. Upon roll call, the vote was: AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,

1	AIES.	/ -	Lysakowski, Moylall, Oskelka, Zaulozliy
			Brookman, Chester, Ebrahimi
]	NAYS:	0 -	None
1	ABSENT:	1 -	Smith
]	Motion declar	ed car	ried.

Minutes were approved; Ordinance Z-6-23, M-8-23, M-9-23 were adopted; Ordinance M-10-23 was approved; Resolutions R-68-23, R-69-23, R-70-23, R-71-23, R-72-23, R-77-23 were adopted.

Moved by Brookman, seconded by Chester, to Approve First Reading of Ordinance M-10-23,

AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "M" LIQUOR

LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

AMEND CITY CODE/ ADD "M" LIQ LIC Consent Agenda

Ordinance M-10-23

AUTH PURCH/

Consent Agenda

EXCAVATOR/ WS TRACT SALES Moved by Brookman, seconded by Chester, to Approve Resolution R-68-23, A RESOLUTION AUTHORIZING THE PURCHASE OF A JOHN DEERE 85G EXCAVATOR WITH TRAILER FROM WEST SIDE TRACTOR SALES COMPANY THROUGH SOURCEWELL. Motion declared carried as approved unanimously under Consent Agenda.

Resolution R-68-23

APPROVE TSK ORD 5/ PROF ENG & ARCH SVCS/ 620 LEE ST Consent Agenda Moved by Brookman, seconded by Chester, to Approve Resolution R-69-23, A RESOLUTION APPROVING TASK ORDER NO. 5 WITH FGM ARCHITECTS INC. FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES IN CONNETION WITH THE RESTORATION OF THE LEELA BUILDING AT 620 LEE STREET. Motion declared carried as approved unanimously under Consent Agenda.

Resolution R-69-23

<u>APPROVE 5TH</u> <u>AMEND/ AGRMT/</u> <u>SPEEDLINK</u> Consent Agenda Moved by Brookman, seconded by Chester, to Approve Resolution R-70-23, A RESOLUTION APPROVING A FIFTH AMENDMENT TO THE AGREEMENT WITH SPEEDLINK SOLUTIONS, INC. FOR BACKUP SERVER MAINTENANCE AND CLOUD STORAGE SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution R-70-23

AUTH EXPEND OF
FUNDS/ SW MAINT
AGRMT/ CDW-G
Consent AgendaMoved by Brookman, seconded by Chester, to Approve Resolution R-71-23, A
RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER A
SOFTWARE MAINTENENCE AGREEMENT WITH CDW-G, INC. FOR SOFTWARE
MAINTENANCE SERVICES. Motion declared carried as approved unanimously under
Consent Agenda.

Resolution R-71-23

by Brookman, seconded by Chester, to Approve Ordinance Z-6-23, AN ORDINANCE DING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING S, TRELLISES, ARBORS AND YARD FEATURES. Motion declared carried as ed unanimously under Consent Agenda.
by Brookman, seconded by Chester, to Approve Ordinance M-8-23, AN ORDINANCE DING THE LOCAL AMENDMENTS TO THE ADOPTED BUILDING CODE AND ENTIAL CODE OF THE DES PLAINES CITY CODE REGARDING WORK PT FROM PERMIT. Motion declared carried as approved unanimously under Consent
by Brookman, seconded by Chester, to Approve Ordinance M-9-23, AN ORDINANCE DING SECTION 6-1-10F THE CITY CODE REGARDING THE KEEPING OF ENS. Motion declared carried as approved unanimously under Consent Agenda.
by Brookman, seconded by Chester, to Approve Resolution R-77-23, A UTION APPROVING AN AGREEMENT WITH (AWARDED CONTRACTOR) HE 2023 CAPITAL IMPROVEMENT PROGRAM CONCRETE IMPROVEMENTS, 3-00000-01-GM. Motion declared carried as approved unanimously under Consent
by Brookman, seconded by Chester, to Approve the Minutes of the City Council g of March 20, 2023, as published. Motion declared carried as approved unanimously Consent Agenda.
by Brookman, seconded by Chester, to Approve the Closed Session Minutes of the buncil meeting of March 20, 2023, as published. Motion declared carried as approved ously under Consent Agenda.
CE & ADMINISTRATION – Alderman Zadrozny, Chair
an Zadrozny presented the Warrant Register.
by Zadrozny, seconded by Chester, to Approve the Warrant Register of April 3, 2023 amount of \$3,899,120.36 and Approve Resolution R-73-23.
bll call, the vote was:
 7 - Lysakowski, Moylan, Oskerka, Zadrozny, Brookman, Chester, Ebrahimi
0 - None
IT: 1 - Smith declared carried.

COMMUNITY DEVELOPMENT – Alderman Chester, Chair

CONSIDER APPROVING A COND USE PERMIT TO ALLOW OP OF BODY ART EST AT 1781 E. OAKTON ST Ordinance Z-7-23

Director of Community & Economic Development Carlisle reviewed a memorandum dated March 23, 2023.

The petitioner, Francisco Castellanos of Serpent's Lair is proposing a conditional use to allow a body art establishment at 1781 E. Oakton. The property currently consists of two occupied two-bedroom apartments on the second story and Angels and Dragons Emporium -- a sustainable clothing, accessories, and novelties store -- on half of the ground story. The tattoo shop is proposing to be located in the second half of the commercial space on the ground level.

The proposed hours of operation are 11 a.m. to 7 p.m. Monday through Saturday and Sunday 12 p.m. to 6 p.m. and are by appointment only. The hours of operation for Angels and Dragons Emporium, the existing store in the building, are 11 a.m. to 7 p.m. Monday through Saturday and Sunday 12 p.m. to 5 p.m. The hours will overlap, supporting both businesses. Serpent's Lair Tattoo is proposing to be by appointment only.

Body art establishments may include piercing and tattooing. Body art establishments are only permitted within the C-3 zoning district with a conditional use and may not be located closer than one mile to any other similar establishment. This location is outside of the range of the only other tattoo business in Des Plaines.

No federal laws, only state, exist regulating tattoo establishments. In Illinois tattooing is regulated by the Illinois Department of Public Health's Body Art Code. This code requires all body art establishments to obtain registration with the state and regulates disinfection, sterilization, and disposal practices. All artists are required to have blood-borne pathogens certifications. No tattooing is permitted on anyone under the age of 18, and proof of ID is required.

The proposed business will be located within the existing commercial space. The building is currently nonconforming with two two-bedroom apartments above the first story commercial space. However, this restriction in number of apartments either did not exist when the building was constructed in the 1960s or a variation was granted to allow for residences above. The existing retail space and the residential units can persist, provided they abide by the regulations regarding nonconformities.

Body art establishments are required to provide one space for every 250 square feet of floor area. With a floor area of 485 square feet subject to the parking requirement, two spaces are required. The existing store in the unit is approximately the same size, requiring two spaces. The second story residences would require two spaces per dwelling unit, with four spaces total. The total parking required for this mixture of uses would be eight spaces.

Off-street parking is located in the rear of the building, an area capable of holding approximately four standard spaces. Current striping does not meet requirements of the Zoning Ordinance or the Illinois Accessibility Code. A suggested condition of approval is to re-stripe the parking area, including adding one accessible space to meet requirements. When the building was constructed, the parking requirements were significantly different. In sum, at the time of construction, the property's uses met off-street parking requirements. A parking variation is not required because two required spaces for retail matches the two required spaces for body art. However, with the conditional use process, the petitioner must demonstrate the proposed use will not be disruptive to the neighboring area.

The PZB voted 5-0 to recommend approval of the conditional use request. Should the City Council vote to approve the requests, staff and the PZB recommend the following conditions:

1. The Subject Property shall only be used for activities related to the Body Art

Establishment during the following times:

- a. 11:00 a.m. to 7:00 p.m. Monday through Saturday
- b. 12:00 p.m. to 6:00 p.m. on Sunday
- 2. The off-street parking area for the Subject Property must be striped in accordance with Section 12-9- 6 of the Zoning Ordinance. One accessible parking space must be located on the Subject Property to meet the accessibility standards set forth in Section 12-9-8 of the Zoning Ordinance and the Illinois Accessibility Code. The Petitioner must complete all required striping before applying for a business license for the Body Art Establishment.
- 3. The Petitioner must have the exterior stairwell located at the rear of the Building repaired or replaced prior to applying for a business license for the Body Art Establishment. A building permit must be submitted, approved, and final inspections completed by the Fire Department, in accordance with the City Code, including, without limitation, the Fire Code set forth in Chapter 3 of Title 10 of the City Code.
- 4. The Petitioner must obtain, and maintain at all times, all required State of Illinois license(s) required for the operation of the Body Art Establishment.

Moved by Moylan, seconded by Brookman, to Approve the Ordinance Z-7-23, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO ALLOW THE OPERATION OF A BODY ART ESTABLISHMENT AT 1781 E. OAKTON ST, DES PLAINES, ILLINOIS (Case # 23-007-CU).

Upon roll call, the vote was:

AYES:7 -Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, EbrahimiNAYS:0 -NoneABSENT:1 -SmithMotion declared carried.

Advanced to second reading by Moylan, seconded by Brookman, to Adopt the Ordinance Z-7-23, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO ALLOW THE OPERATION OF A BODY ART ESTABLISHMENT AT 1781 E. OAKTON ST, DES PLAINES, ILLINOIS (Case # 23-007-CU).

Upon roll call, the vote was:

AYES:7 -Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, EbrahimiNAYS:0 -NoneABSENT:1 -SmithMotion declared carried.

Mayor Goczkowski emphasized the importance of local elections, and encouraged everyone to turn out and vote.

OTHER MAYOR COMMENTS FOR THE GOOD OF THE ORDER

ADJOURNMENT

Moved by Brookman, seconded by Ebrahimi to adjourn the meeting. The meeting adjourned at 7:23 p.m.

Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS _____

DAY OF _____, 2023



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:

{00129242.1}

<u>SECTION 1</u>: <u>RECITALS</u>. 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 ______, 2023.

APPROVED this _____ day of ______, 2023.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this _____ day of _____, 2023.

CITY CLERK

Approved as to form:

Peter M. Friedman, General 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

{00129242.1} Exhibit A

FINANCE DEPARTMENT

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

MEMORANDUM

Date: April 5, 2023

To: Michael G. Bartholomew, City Manager

From: Dorothy Wisniewski, Assistant City Manager/Director of Finance

Subject: Resolution R-80-23, April 17, 2023, Warrant Register

Recommendation: I recommend that the City Council approve the April 17, 2023, Warrant Register Resolution R-80-23.

Warrant Register.....\$3,663,070.10

Estimated General Fund Balance

Balance as of 12/31/2022: <u>\$35,836,793</u>

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 $1^{st} \& 2^{nd}$ installments of property tax revenue.

CITY OF DES PLAINES

RESOLUTION

R-80-23

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.

April 17, 2023

City of Des Plaines Warrant Register 04/17/2023

			0			
Line #	Account		Vendor	Invoice	Invoice Description	Amount
			Fund: 100) - General Fund		
Depart	ment: 00 -	Non Departmental				
1	4210	Personal Property	4999 Des Plaines Public	1st Qtr 2023	PPRT Allocation 1st Qtr 2023	23,247.00
		Replacement Tax	Library			
Total 0) - Non De	partmental				23,247.00

	Elected Office							
Division	Division: 110 - Legislative							
2	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	384.71		
Total 11	LO - Legisla	tive				384.71		

Division	: 120 - Cit	y Clerk				
3	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	42.19
4	6100	Publication of Notices	1069 Paddock Publications Inc	245215	Legal Notice - 2023 CIP MFT Sidewalk Alley Curb 03/08/2023	37.80
5	6120	Recording Fees	1139 Cook County of Illinois	29002282023	Recording Fee for RDA and Easement M/I Homes 02/23/2023	368.00
6	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031023	Water Delivery Service 03/02/2023	39.48
7	7500	Postage & Parcel	1041 Federal Express	8-068-58267	Shipping Charge to Elrod Friedman 03/09/2023	6.48
8	7500	Postage & Parcel	1041 Federal Express	8-076-16060	Delivery Service 03/16-03/17/2023	7.80
Total 12	0 - City Cl	erk				501.75

Total 10 - Elected Office

			City Adn	ninistration		
Divisio	n: 210 - C	ity Manager				
9	6005	Legal Fees	8133 Elrod Friedman LLP	11847	2-23 Non-Retainer Matters	960.00
10	6005	Legal Fees	8133 Elrod Friedman LLP	11848	2-23 Non-Retainer Matters	998.00
11	6005	Legal Fees	8133 Elrod Friedman LLP	11851	2-23 Non-Retainer Matters	1,374.00
12	6005	Legal Fees	8133 Elrod Friedman LLP	11852	2-23 Non-Retainer Matters	610.50
13	6005	Legal Fees	8133 Elrod Friedman LLP	11853	2-23 Non-Retainer Matters	2,545.50
14	6005	Legal Fees	8133 Elrod Friedman LLP	11858	2-23 Non-Retainer Matters	1,664.00
15	6005	Legal Fees	8133 Elrod Friedman LLP	12126	2-23 Non-Retainer Matters	2,222.00
16	6005	Legal Fees	8133 Elrod Friedman LLP	FEB 2023 RET	February 2023 Retainer	19,500.00
17	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	23-06	Legal Fees - Administrative Hearings & Traffic Court March 2023	1,750.00
18	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	42.19
19	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031023	Water Delivery Service 03/02/2023	14.48
Total 2	10 - City I	Vanager	•	•		31,680.67

Divisior	Division: 230 - Information Technology							
20	6000	Professional Services	8395 Sentinel Technologies,	P693565	Implementation Plan for End-User	15,252.00		
			Inc		Training 05/12-08/23/2023			
21	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14-	339.02		
					03/13/2023			
22	6300	R&M Software	1322 Insight Public Sector	1101034640	Netmotion Software Security 3/13/23-	1,360.00		
					10/20/23			
23	6300	R&M Software	1168 TKB Associates Inc	14826	Laserfiche Maintenance 3/17/23 -	11,930.00		
					3/17/24			

886.46

City of Des Plaines Warrant Register 04/17/2023

		-	0.0				
Line #	Account		Vendor	Invoice	Invoice Description	Amount	
24	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031023	Water Delivery Service 03/02/2023	70.95	
25	7320	Equipment < \$5,000	1552 Verizon Wireless		Communication Service 02/14- 03/13/2023	(842.44)	
Total 23	Total 230 - Information Technology						

Divisior	n: 240 - N	1edia Services				
26	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	246.96
27	6108	Public Relations & Communications	6100 Town Square Publications LLC	245790	Full Page in 6/28/2023 Daily Herald Chamber Guide	1,975.00
28	6195	Miscellaneous Contractual Services	6694 Key Code Media Inc	103257	Chambers Camera Replacement, Install & Misc Equip 03/23-03/24/23	2,790.00
29	6195	Miscellaneous Contractual Services	6078 Accela Incorporated	INV-ACC57459	DP 311 Subscription 4/1/23-8/31/24	4,581.45
30	7310	Publications	1069 Paddock Publications Inc	286910/2023- 2024	Daily Herald Subscription 3/29/23- 3/27/24 - Media Services	287.00
31	8015	Equipment	6694 Key Code Media Inc	103257	Chambers Camera Replacement, Install & Misc Equip 03/23-03/24/23	17,131.00
Total 24	10 - Medi	a Services	1	1		27,011.41

Divisior	n: 250 - H	uman Resources					
32	5340	Pre-Employment Testing	1320 IL State Police	20230201755	Fingerprint Background Check Services Feb 2023	28.25	
33	5345	Post-Employment Testing	1320 IL State Police	20230201755	Fingerprint Background Check Services Feb 2023	28.25	
34	6000	Professional Services	5812 GovHR USA LLC	1-01-23-056	Building Official Recruitment Assistance 10/24-12/31/22	6,601.65	
35	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	99.39	
36	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	4323	Job Posting - Management Analyst (PD) 3/16/2023-4/6/2023	50.00	
37	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031023	Water Delivery Service 03/02/2023	89.44	
38	7320	Equipment < \$5,000	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	398.72	
Total 2	Total 250 - Human Resources						

Total 20 - City Administration

Department: 30 - Finance 39 6015 Communication Services 1552 Verizon Wireless 9930047438 Communication Service 02/14-143.99 03/13/2023 7000 8690 ODP Business 301973752001 1 Pack of Correction Tape, 2 Boxes of 40 Office Supplies 66.49 Solutions LLC Hanging Folders, Etc. 5460646-0 7000 1644 Warehouse Direct Inc 3 Cartons of Copy Paper & 1 Pack of 41 Office Supplies 244.59 Legal Pads 7000 42 Office Supplies 1644 Warehouse Direct Inc 5460649-0 1 Box of Sheet Protectors 16.21 7200 Other Supplies 1046 Hinckley Spring Water 2533573 031023 43 Water Delivery Service 03/02/2023 157.89 Со Total 30 - Finance 629.17

94,097.31

City of Des Plaines Warrant Register 04/17/2023

Line #	Account		Vendor	Invoice	Invoice Description	Amoun
			Community	Development		
Divisio	n: 410 - Bu	uilding & Code Enforcement	1			
44	6000	Professional Services	3337 HR Green Inc	161011	Building Inspection & Plan Review	9,198.9
					Services February 2023	
45	6000	Professional Services	5764 GovTempUSA LLC	4142408	Building Official Assistance - R-14-23 -	2,231.2
					Week Ending 2/26/2023	
46	6000	Professional Services	8629 Health Inspection	614	Health Inspections Contractor February	6,330.0
			Professionals Inc		2023	
47	6005	Legal Fees	8133 Elrod Friedman LLP	11846	2-23 Non-Retainer Matters	150.0
48	6005	Legal Fees	8133 Elrod Friedman LLP	11849	2-23 Non-Retainer Matters	1,035.0
49	6005	Legal Fees	8133 Elrod Friedman LLP	11850	2-23 Non-Retainer Matters	1,980.0
50	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14-	81.5
					03/13/2023	
51	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14-	511.3
					03/13/2023	
52	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14-	81.5
					03/13/2023	
53	6110	Printing Services	2016 Signarama	43676	500 Tall Grass Door Hangers	685.0
					03/16/2023	
54	6110	Printing Services	1233 Press Tech Inc	50835	1 Box of Business Cards 3/14/2023	30.0
55	6110	Printing Services	1233 Press Tech Inc	50928	CED #9 Return Envelopes, CED #10	837.0
					Window Envelopes 3/27/2023	
56	7000	Office Supplies	1644 Warehouse Direct Inc	5453080-0	Post-It Notes and Computer Duster	23.9
57	7000	Office Supplies	1644 Warehouse Direct Inc	5453080-1	Pop-Up Post-It Notes and Notepads	28.2
58	7000	Office Supplies	7941 Covius Document Services LLC	DK118701	750 Certified Mailers	686.8
59	7200	Other Supplies		2533573 031023	Water Delivery Service 03/02/2023	120.9
29	7200	Other Supplies	Co	2535573 031023	water Delivery Service 05/02/2025	120.9
60	7200	Other Supplies	1644 Warehouse Direct Inc	5453080-0	Post-It Notes and Computer Duster	21.6
61	7320	Equipment < \$5,000	1552 Verizon Wireless	9930047438	Communication Service 02/14-	842.4
					03/13/2023	
otal 4	10 - Buildi	ng & Code Enforcement	•	•	·	24,875.5

Division: 420 - Planning & Zoning						
62	6005	Legal Fees	8133 Elrod Friedman LLP	11837	2-23 Non-Retainer Matters	5,344.50
63	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	42.19
64	6100	Publication of Notices	1050 Journal & Topics Newspapers	189735	Public Notice- PZB 3/8/23 for 04/11/2023 Meeting	188.10
65	6100	Publication of Notices	1050 Journal & Topics Newspapers	189803	Legal Notice 3/22/2023 for City Council Mtg 4/17/2023	84.65
Total 420 - Planning & Zoning					5,659.44	

Division: 430 - Economic Development						
66	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	42.19
Total 430 - Economic Development					42.19	

Total 40 - Community Development

	Public Works & Engineering							
Division	Division: 100 - Administration							
67	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14-	102.67		
					03/13/2023			

30,577.19

Line #	Account		Vendor	Invoice	Invoice Description	Amount			
68	6300	R&M Software	6055 Axiom Human	0000050726	Kronos User Fee - February 2023	196.98			
			Resource Solutions Inc						
69	6300	R&M Software	8807 gWorks	2019-15787	PubWorks Annual Support &	9,600.00			
					Maintenance - 04/01/2023-				
					03/31/2024				
Total 10	Total 100 - Administration								

70	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	366.17
71	6110	Printing Services	1233 Press Tech Inc	50913	2 Boxes of City Envelopes 03/27/2023	410.00
72	7000	Office Supplies	1644 Warehouse Direct Inc	5456375-0	6 Computation Pads and 2 Boxes of Printing Paper	243.04
Total 5	10 - Engir	neering	•	-		1,019.21

73	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	421.98
74	6135	Rentals	1047 Home Depot Credit	5903024	Refund for Carpet Cleaner Rental - City	(17.31
			Svcs		Hall 09/08/2022	
75	6195	Miscellaneous	8683 T and T Landscape	10767	Restoration - Fire Station #61 -	2,437.50
		Contractual Services	Construction Inc		03/23/2023, R-184-22	
76	6195	Miscellaneous	5399 Beary Landscape	253158	Paver Repair - River/Miner -	790.00
		Contractual Services	Management		03/07/2023, R-166-22	
77	6195	Miscellaneous	7050 DGO Premium	9635021	Sidewalk Salting & Snow Removal	3,800.00
		Contractual Services	Services Company		Services - 03/10/2023, R-141-22	
78	6195	Miscellaneous	7050 DGO Premium	9635022	Sidewalk Salting & Snow Removal	1,900.00
		Contractual Services	Services Company		Services - 03/13/2023, R-141-22	
79	6325	R&M Street Lights	1044 H&H Electric Co	41053	Temporary Lighting Repair -	1,715.95
					Graceland/Prairie Lot - 02/28/2023	
80	7000	Office Supplies	1644 Warehouse Direct Inc	5463913-0	Envelope Moistener, Paper, Pens,	16.07
					Adhesive Notes - PW	
81 7	7030	Supplies - Tools &	1085 Alexander Equipment	196003	Bar & Chain Oil	83.70
		Hardware	Company Inc			
82	7030	Supplies - Tools &	1520 Russo Power	SPI20113746	12-Strand Forestry Rope	198.99
		Hardware	Equipment			
83	7035	Supplies - Equipment	1550 Addison Building	985567	Bushing Thread, Plug, Cap, End Cap,	14.47
		R&M	Material Co		Etc PW 5051	
84	7035	Supplies - Equipment	1550 Addison Building	985571	Bushing Thread - PW 5051	5.20
		R&M	Material Co			
85	7055	Supplies - Street R&M	8547 Healy Asphalt	35105	2.82 Tons Asphalt - Potholes -	437.10
			Company LLC		03/15/2023	
86	7055	Supplies - Street R&M	2810 High PSI LTD	79101	Graffiti Removal Cleaner	555.40
87	7200	Other Supplies	1057 Menard Incorporated	13898	22 Pieces Lumber - PW	96.58
88	7300	Uniforms	2067 Cutler Workwear	PS-INV017576	12 Sweatshirts & 13 Hooded	509.69
					Sweatshirts - Quartermaster Uniforms	
89	7300	Uniforms	2067 Cutler Workwear	PS-INV017577	40 Quartermaster T-Shirts -	287.81
					Maintenance Operators	
tal 5	30 - Stree	t Maintenance				13,253.13

Division: 535 - Facilities & Grounds Maintenance								
90	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14-	215.88		
					03/13/2023			

Line #	Account		Vendor	Invoice	Invoice Description	Amount
91	6195	Miscellaneous	1742 Fredriksen Fire	222725	Fire Extinguisher Maintenance - Food	297.15
		Contractual Services	Equipment Co		Pantry - 03/16/2023	
92	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	33585	Pest Control - Downtown - 03/17/2023	289.00
93	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4149520641	Mat Service - Metra Train Station - 03/15/2023	35.55
94	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4150372989	Mat Service - Metra Train Station - 03/22/2023	35.55
95	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4150372990	Mat Service - Police Station - 03/22/2023	128.85
96	6315	R&M Buildings & Structures	8772 Helm Service	CHI190205	Heater Replacement - PW - 03/05/2023, R-228-22	6,102.56
97	6315	R&M Buildings & Structures	8772 Helm Service	CHI190314	Heater Repair - PW Garage - 03/14/2023, R-228-22	988.75
98	6315	R&M Buildings & Structures	5635 Weber Group Management Inc	WG23-157	Asbestos Abatement - PW - 03/18/2023	5,800.00
99	7000	Office Supplies	8244 Des Plaines Ace Hardware	3640	AA & AAA Batteries	12.58
100	7000	Office Supplies	1644 Warehouse Direct Inc	5463913-0	Envelope Moistener, Paper, Pens, Adhesive Notes - PW	16.07
101	7020	Supplies - Safety	1057 Menard Incorporated	14165	Paper Towels, Toilet Tissue, Respirator, Etc Leela Building	80.07
102	7020	Supplies - Safety	1057 Menard Incorporated	14378	Light Bulbs, Respirator, Refills, Gloves - Leela Building	112.41
103	7025	Supplies - Custodial	1028 Case Lots Inc	16979	Toilet Tissue, Paper Towels, Can Liners	2,430.80
104	7025	Supplies - Custodial	1028 Case Lots Inc	17017	Toilet Tissue	802.80
105	7025	Supplies - Custodial	1029 Cintas Corporation	4149520688	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	151.64
106	7025	Supplies - Custodial	1029 Cintas Corporation	4150372991	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	173.96
107	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	6524999	Hole Saw Kit	18.06
108	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	0330-1	1 Quart of Paint - PW	27.59
109	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1115945	Door Handle - City Hall 3rd Floor	149.05
110	7045	Supplies - Building R&M	1057 Menard Incorporated	13415	Hose Clamps, Gloves, Plug, Adapter - Fire Station #61	34.77
111	7045	Supplies - Building R&M	1057 Menard Incorporated	13420	Electrical Supplies - Fire Station #61	96.48
112	7045	Supplies - Building R&M	1057 Menard Incorporated	14194	2 Thermostats - Fire Station #63	49.98
113	7045	Supplies - Building R&M	1057 Menard Incorporated	14301	Expanding Foam & Sealant - PW	24.64
114	7045	Supplies - Building R&M	1057 Menard Incorporated	14451	Roof Patch & Roof Repair Tape - Fire Station #63	28.98
115	7045	Supplies - Building R&M	1057 Menard Incorporated	14504	Gas Guard Tape, Black Nipples, Gas Valve - Fire Station #63	20.79
116	7045	Supplies - Building R&M	1057 Menard Incorporated	14579	Tapcon & Impact Fasteners - Fire Station #61	23.97
117	7045	Supplies - Building R&M	1057 Menard Incorporated	14591	Wall Anchors, Wood Screw Kit, Washers - Fire Station #63	13.23
118	7045	Supplies - Building R&M	1057 Menard Incorporated	31164	Carpet Tile - Fire Station #61	128.37

.ine #	Account		Vendor	Invoice	Invoice Description	Amoun
119	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6524998	Gang Cover & Multi-App Cover - PW	24.07
120	7045	Supplies - Building R&M	5214 State Industrial Products	902839837	Primezyme - City Hall	324.50
121	7045	Supplies - Building R&M	1043 WW Grainger Inc	9649276764	12 Light Bulbs - City Hall	139.92
122	7045	Supplies - Building R&M	1043 WW Grainger Inc	9650211452	12 Light Bulbs - City Hall	123.00
123	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/062451	2 LED Bulbs - PW	12.00
124	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/062542	6 LED Bulbs - PW	36.00
125	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	U55190	Door System Controllers & Readers - City Hall	1,364.12
126	7110	Natural Gas	1064 Nicor	03/15/23 x451619	Natural Gas Service 02/13-03/14/2023	526.98
127	7110	Natural Gas	1064 Nicor	03/15/23 x465297	Natural Gas Service 02/13-03/14/2023	1,190.70
128	7140	Electricity	1033 ComEd	0459113083- 03/23	Electricity Service 02/14-03/15/2023	7,303.41
129	7145	Water/Sewer	1031 Des Plaines, City of	71110082-3 03/23	Utility Service - 1450 Miner - 01/31- 02/28/2023	133.44
130	7200	Other Supplies	1057 Menard Incorporated	14190	Stretch Wrap	26.99
131	7300	Uniforms	2067 Cutler Workwear	PS-INV017576	12 Sweatshirts & 13 Hooded Sweatshirts - Quartermaster Uniforms	279.50
132	7300	Uniforms	2067 Cutler Workwear	PS-INV017577	40 Quartermaster T-Shirts - Maintenance Operators	157.83
133	8010	Furniture & Fixtures	4392 Office Furniture Resources	INV1038954	City Manager's Office Furniture	3,507.00
otal 5	35 - Facilit	ies & Grounds Maintenand	e			33,438.99

134	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	119.68
135	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2467788	23 Tires Recycled - 03/17/2023	84.48
136	6135	Rentals	1029 Cintas Corporation	4149502491	Mechanic's Uniform Rental - 03/15/2023	231.68
137	6135	Rentals	1029 Cintas Corporation	4150208590	Mechanic's Uniform Rental - 03/22/2023	231.68
138	6195	Miscellaneous Contractual Services	8481 Linde Gas & Equipment Inc	34871603	Cylinder Rental - 02/20/2023- 03/20/2023	942.27
139	6305	R&M Equipment	6598 Cummins Inc	F2-27506	Road Call to PW Generator 02/28/2023	1,315.92
140	6310	R&M Vehicles	3157 Nemeth Glass of Illinois Inc	175325	Windshield Replacement - PW 5110 - 03/17/2023	275.00
141	6310	R&M Vehicles	1643 Golf Mill Ford	879619	Leak Repair - Police 6095 - 03/17/2023	762.67
142	6310	R&M Vehicles	1643 Golf Mill Ford	880022	Electrical Repair - PW 5131 - 03/20/2022	989.70
143	6310	R&M Vehicles	1643 Golf Mill Ford	880560	Brake Repair - PW 2003 - 03/20/2023	1,404.64
144	7000	Office Supplies	1644 Warehouse Direct Inc	5463913-0	Envelope Moistener, Paper, Pens, Adhesive Notes - PW	16.07

Line #	Account		Vendor	Invoice	Invoice Description	Amount
145	7035	Supplies - Equipment R&M	8827 VGP Holdings LLC	134001907	Chassis Grease	78.48
146	7035	Supplies - Equipment R&M	1057 Menard Incorporated	14229	Flat Washers & Hex Bolts - PW 5097	27.44
147	7035	Supplies - Equipment R&M	1057 Menard Incorporated	14422	Fuel Additive - Police Stock	153.87
148	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_320395	Starter - PW 5082	389.63
149	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_320695	Nut Covers - Fire 7708	18.22
150	7040	Supplies - Vehicle R&M	1535 Wipeco Inc	0126097-IN	Shop Rags - PW	341.20
151	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0342566	30 Filters - Police Stock	388.38
152	7040	Supplies - Vehicle R&M	8827 VGP Holdings LLC	133983292	6 Cases Windshield Washer Solvent - Police & PW	181.44
153	7040	Supplies - Vehicle R&M	8827 VGP Holdings LLC	134001907	Chassis Grease	392.40
154	7040	Supplies - Vehicle R&M	2164 JB Metal Works Inc	20199	Fabricated Steel - PW	445.00
155	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1325313	Bondo Repair Kit - Fire 7708	43.89
156	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1325958	2 Twin Power Cords - Fire 7708	18.58
157	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	541901P	Trailer Brake Module - Fire 7610	204.00
158	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	547638P	Oil Cooler & Hose - Fire 7402	316.21
159	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	547712P	Fuel Inlet Pipe - Police 6089	206.66
160	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	547856P	Seat Cover - Fire 6091	144.34
161	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	547897P	Wiper Arm - Fire 7402	22.08
162	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	548178P	Coolant Hose - Police 6087	66.66
163	7040	Supplies - Vehicle R&M	5193 Fast MRO Supplies Inc	7107	Brake Parts Cleaner	404.26
164	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	855214	Battery & Core Deposit - PW 5080 & Fire 7703	954.30
165	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	855277	Cores Returned - PW 5080 & Fire 7703	(81.00)
166	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	855437	Air Filter - Fire 7402	10.00
167	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	855457	Virtual Kit, Brake Pads, Rotors - Police 6091	509.05
168	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	855462	Wiper Motor & Core Deposit - Fire 7402	142.64
169	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	855526	Wiper Arm - Fire 7402	16.21
170	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	855672	Returned Core, Caliper, & Wiper Arm	(43.39)
171	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	855859	Core Return - Police Stock	(18.00)
172	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	855871	Core Return - Police Stock	(81.00)

Line #	Account		Vendor	Invoice	Invoice Description	Amount
173	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	855934	Core Return - PW 5076	(49.50)
174	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	856014	Virtual Kit, Rotors, & Brake Pads - Police Stock	729.39
175	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	856067	8 Filters - PW 5096, 5132	61.99
176	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	856078	4 Fuel Filters - PW 5096	13.32
177	7040	Supplies - Vehicle R&M	6598 Cummins Inc	F2-25649	Core Return - PW 5090	(229.50)
178	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101106293:01	Heated Windshield - PW 5110	405.67
179	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101108825:01	Seat Belts - Fire 7708	62.55
Total 54	0 - Vehicle	e Maintenance	1		-	12,619.26

Total 50 - Public Works & Engineering

70,230.24

	Police Department							
Divisio	Division: 100 - Administration							
180	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	178.76		
Total 1	otal 100 - Administration							

Division	Division: 610 - Uniformed Patrol								
181	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	1,152.03			
182	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	514.32			
183	6110	Printing Services	1233 Press Tech Inc	50864	8 Boxes of Business Cards 3/15/2023	240.00			
184	7300	Uniforms	1489 JG Uniforms Inc	111296	Uniforms for New Officer 3/3/2023	529.25			
185	7300	Uniforms	1489 JG Uniforms Inc	111731	Uniforms for New Officer 3/9/2023	128.00			
Total 61	.0 - Unifori	med Patrol				2,563.60			

Division	1: 620 - Cri	iminal Investigation				
186	5325	Training	7065 Christman, Yvonne	9927	Transpersonal Development (Soc Worker) Feb Session of 2020, 2021, 2022, 2023	4,400.00
187	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	968.01
188	6195	Miscellaneous Contractual Services	3701 LeadsOnline LLC	403666	LEADs Online Total Track Investigation Sys 5/15/2023-5/14/2024	7,667.00
189	7500	Postage & Parcel	1041 Federal Express	8-076-16060	Delivery Service 03/16-03/17/2023	9.67
Total 62	20 - Crimir	nal Investigation				13,044.68

Division	: 630 - Sup	port Services				
190	6015	Communication Services	1265 NIPAS Northern Illinois	14976	Language Line, January 2023	31.20
			Police Alarm Sys			
191	6015	Communication Services	8484 PTS Communications	2102933	3 Public Pay Phones Monthly Fee 4/1-	228.00
			Inc		4/30/2023	
192	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14-	436.90
					03/13/2023	

					•	
Line #	Account		Vendor	Invoice	Invoice Description	Amount
193	6345	R&M Police Range	3882 Best Technology	BTL-23022-2	2023 Service Agreement for Range	643.75
			Systems Inc		Cleaning and Maint 3/9/2023	
194	7010	Supplies - Community	4095 Promos 911 Inc	10553	Pens, Pencils, Cups (1000 of Each)	1,774.61
		Relations				
Total 63	0 - Suppor	t Services	•	-		3,114.46

Total 60 - Police Department

18,901.50

	Fire Department							
Division	: 100 - Adr	ministration						
195	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14-	345.16		
					03/13/2023			
196	7200	Other Supplies	1046 Hinckley Spring Water	2533573 031023	Water Delivery Service 03/02/2023	33.04		
			Со					
Total 10	0 - Admini	istration				378.20		

197	5325	Training	1252 NIPSTA	230509	A- Prop Rental Live Burn Evolutions for Training - 03/21/2023	225.00
198	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	970.29
199	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	720.36
200	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-23-04	R-141-13 Monthly Dispatch Service April 2023	66,587.00
201	6305	R&M Equipment	1080 Air One Equipment Inc	191405	Blowhard Fan Battery Replacement 03/20/2023	870.00
202	6305	R&M Equipment	1080 Air One Equipment Inc	191683	Backplate, Regulator, Handwheel 03/23/2023	146.95
203	6315	R&M Buildings & Structures	1660 Safety-Kleen Systems Inc	91293261	Parts, Washer Solvent - Station 61 - 03/20/2023	177.44
204	7000	Office Supplies	1644 Warehouse Direct Inc	5457475-0	3 Binders	13.83
205	7000	Office Supplies	1644 Warehouse Direct Inc	5458811-0	2 USB Drives	33.42
206	7025	Supplies - Custodial	1043 WW Grainger Inc	9636849342	2 Cases Detergent, 12 Cases Cleaner	131.42
207	7025	Supplies - Custodial	1043 WW Grainger Inc	9639158857	6 Hot/Cold Water Nozzles	47.52
208	7025	Supplies - Custodial	1043 WW Grainger Inc	9639753954	1 Case Toilet Paper	70.28
209	7025	Supplies - Custodial	1043 WW Grainger Inc	9644833460	2 Canisters of Laundry Detergent	79.74
210	7025	Supplies - Custodial	1043 WW Grainger Inc	9653356486	10 Cases Paper Towels	985.20
211	7200	Other Supplies	1018 Anderson Lock Company LTD	1116043	1 Standard Cut Key - Station 61	5.45
212	7200	Other Supplies	1046 Hinckley Spring Water Co	22728338 031623	Qty 64 of 24-Packs of Water for Fire Vehicles	542.50
213	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031023	Water Delivery Service 03/02/2023	223.26
214	7200	Other Supplies	7767 Quench USA Inc	INV05461768	Water Dispenser - Station 61 - 03/01/23 - 05/31/23	270.60
215	7320	Equipment < \$5,000	1148 WS Darley & Co	17490610	1 Carbide Blade	135.00
216	7320	Equipment < \$5,000	1148 WS Darley & Co	17490918	1 Hammer	82.33
217	7320	Equipment < \$5,000	1080 Air One Equipment Inc	191244	2 Multi - Carry Straps	117.00

Line #	Account		Vendor	Invoice	Invoice Description	Amount
218	7320	Equipment < \$5,000	1080 Air One Equipment Inc	191449	4 Respirators, 4 Cartridges	274.00
Total 71	l0 - Emerge	ency Services				72,708.59

Divisior	n: 720 - Fi	re Prevention					
219	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	135.01	
220	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	221.24	
221	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031023	Water Delivery Service 03/02/2023	37.97	
222	7320	Equipment < \$5,000	1080 Air One Equipment Inc	191243	3 Sets of Coveralls	168.00	
223	7320	Equipment < \$5,000	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	1,999.96	
Total 72	Fotal 720 - Fire Prevention						

224	6015	Communication Services	1936 DTN LLC	6277159	2023 Weather and Billing Support for EMA 04/08/23 - 05/07/2023	431.00
225	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	42.19
226	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031023	Water Delivery Service 03/02/2023	(11.99)
otal 73	80 - Emer	gency Management Agency				461.20

Total 70 - Fire Department

Total 100 - General Fund

	Fund: 208 - TIF #8 Oakton							
227	6000	Professional Services	8133 Elrod Friedman LLP	11844	2-23 Non-Retainer Matters	2,732.00		
Total 2	otal 208 - TIF #8 Oakton							

	Fund: 230 - Motor Fuel Tax Fund						
228	7140	Electricity	1033 ComEd	2943015087-	Electricity Service 01/23-02/21/2023	15,026.80	
				3/23A			
229	7160	Ice Control	1372 Morton Salt Inc	5402785943	Bulk Rock Salt - 03/20/2023, R-95-22	5,552.73	
Total 23	otal 230 - Motor Fuel Tax Fund					20,579.53	

	Fund: 240 - CDBG Fund						
230	6570	Subsidy - Residential	3694 Ziggy Professional	HRP -77 -3/16/23	Home Repair Program - B-22-MC-17-	21,750.00	
		Rehab	Painting Inc		0009 EN 4/22/22-3/10/23		
Total 24	0 - CDBG I	Fund				21,750.00	

231	6000	Professional Services	1123 Christopher B Burke	14	R-183-21 Oakton St Sidepath Phase II	1,890.74
			Engineering LTD		11/27/22-02/25/23	
232	6005	Legal Fees	8133 Elrod Friedman LLP	11831	2-23 Non-Retainer IEMA & FEMA	3,585.18
					Review Phase 5	
233	6005	Legal Fees	8133 Elrod Friedman LLP	11832	2-23 Non-Retainer IEMA & FEMA	49.00
					Review Phase 4	
Total 2	520 - Cap	ital Grants				5,524.92

Total 250 - Grant Projects Fund

5,524.92

76,110.17

314,679.04

Line #	Accoun	t	Vendor	Invoice	Invoice Description	Amount
			Fund: 2	60 - Asset Seizure Fur	nd	
Progra	m: 2610 -	Customs				
234	8015	Equipment	1026 CDW LLC	GN69470	Credit for 44 Smartcards	(2,103.82)
235	8015	Equipment	1026 CDW LLC	HB30720	5 Gamber Mounts and Tube Assembly	473.40
236	8015	Equipment	1026 CDW LLC	HL90791	1 Gamber Mongoose Mount	306.75
Total 2	610 - Cus	toms				(1,323.67)

Program	Program: 2620 - DEA							
237	5310	Membership Dues	8823 Aurora Sportsmans Club	03/13/2023	Initial Membership Dues For TRT Marksmen (5) 4/17-12/31/2023	2,775.00		
Total 26	Total 2620 - DEA							

Progran	Program: 2640 - Forfeit								
238	6195	Miscellaneous	6150 Partners & Paws	118062	K9 Jager Medication 03/21 &	155.27			
		Contractual Services	Veterinary Services LLC		03/25/2023				
Total 26	Total 2640 - Forfeit								

Total 260 - Asset Seizure Fund

			Fund: 400 - Cap	oital Projects Fun	d	
239	6000	Professional Services	5659 V3 Companies of Illinois Ltd	17050-31	Engr Svcs-S-Curve Bike/Ped Underpass Ph 1 01/29-02/25/2023	631.16
240	6000	Professional Services	8684 Cage Engineering, Inc.	6681	Professional Engr Svcs - Halston Market 09/07-10/04/22	2,490.00
241	6000	Professional Services	8684 Cage Engineering, Inc.	6995	Professional Engr Svcs - Halston Market 11/02-12/31/2022	4,330.00
242	6000	Professional Services	8684 Cage Engineering, Inc.	7192	Professional Engr Svcs - Halston Market 02/01-02/28/2023	4,460.00
243	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	83.20
244	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	38.01
Total 40	Total 400 - Capital Projects Fund					

	Fund: 410 - Equipment Replacement Fund							
Departr	ment: 60 -	Police Department						
245	8015	Equipment	1045 Havey	12168	Task Order # 2 Police Squad Up-Fitting,	7,930.20		
			Communications		Squad #1 3/15/2023			
Total 60) - Police [Department				7,930.20		

Total 410 - Equipment Replacement Fund

	Fund: 420 - IT Replacement Fund									
246	6140	Leases	5109 Konica Minolta	5024399758	Konica Minolta Lease 4/21/23 -	7,304.18				
			Premier Finance		5/20/23					
247	8000	Computer Software	8395 Sentinel Technologies,	P693565	Implementation Plan for End-User	0.00				
			Inc		Training 05/12-08/23/2023					
248	8005	Computer Hardware	1035 Dell Marketing LP	10657388923	25 Dell Desktops	22,051.50				
249	8005	Computer Hardware	1035 Dell Marketing LP	10657628823	3 Dell Precision 5820 Engineering	5,348.55				
					Desktops					
250	8005	Computer Hardware	1035 Dell Marketing LP	10659889804	PC for Room 101 - OptiPlex 7000 Micro	1,727.31				
					with 64 GB Memory					
251	8005	Computer Hardware	1026 CDW LLC	HB04507	Palo Alto PA-450	2,212.52				

1,606.60

7,930.20

	0								
Line #	Account		Vendor	Invoice	Invoice Description	Amount			
252	8005	Computer Hardware	1026 CDW LLC		Palo Alto Subscriptions (Threat Prev, Filtering & Prem) 3/6/23-3/6/24	1,619.42			
Total 42	Total 420 - IT Replacement Fund								

253	6315	R&M Buildings &	Fund: 430 - Facilitie 5440 Manusos General	6616	TO#1 - Demo Services - 620 Lee St -	15,074.40
255	0313	Structures		0010	02/26-03/07/2023	13,074.40
254	6315	R&M Buildings &	Contracting Inc 7717 Oak Brook Mechanical	002228	AHU Replace-City Hall-PayApp #9-	37,283.61
234	0313	Structures	Services Inc	993338	12/01/2022-03/31/2023, R-115-21	37,283.01
255	6315	R&M Buildings &	5635 Weber Group	WG23-179	Asbestos Removal - 620 Lee St - 03/27-	12 010 00
255	0312	U		WG23-179	,	13,010.00
250	70.45	Structures	Management Inc	12412	03/29/2023	50.04
256	7045	Supplies - Building R&M	1057 Menard Incorporated	13413	Light Socket, Bulb, Safety Hasp - Leela	59.84
					Building	
257	7045	Supplies - Building R&M	1057 Menard Incorporated	14335	Bottled Water & Sheeting - Leela	71.52
					Building	
258	7045	Supplies - Building R&M	1057 Menard Incorporated	14378	Light Bulbs, Respirator, Refills, Gloves -	149.96
					Leela Building	
259	7045	Supplies - Building R&M	1047 Home Depot Credit	3525479	Gloves & Saw Blade - Leela Building	50.88
			Svcs			
260	7045	Supplies - Building R&M	1047 Home Depot Credit	5394439	Plumbing Caps - Leela Building	48.24
			Svcs			
261	7045	Supplies - Building R&M	1047 Home Depot Credit	6523657	Plumbing Caps - Leela Building	66.16
			Svcs			
262	7045	Supplies - Building R&M	1047 Home Depot Credit	7024765	Construction Screws & Saw Blade -	28.45
			Svcs		Leela Building	
263	7045	Supplies - Building R&M	1047 Home Depot Credit	8024682	Rafters, Drywall, Level, Stud, Plywood -	156.28
			Svcs		Leela Building	
264	7045	Supplies - Building R&M	1047 Home Depot Credit	9025684	Demo Supplies - Leela Building	94.45
			Svcs			
otal 4	20 Eacili	ties Replacement Fund		•		66,093.79

			Non De	partmental		
Divisio	n: 550 - V	/ater Systems				
265	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	57.36
266	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	791.14
267	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	222727	Fire Extinguisher Maintenance - Oakton Tower - 03/16/2023	73.60
268	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	230042	Meter Bench Test - 01/19/2023	29.50
269	6195	Miscellaneous Contractual Services	4022 M E Simpson Co Inc	39731	TO#6 -B-Box Locating/Exercising - 12/01-12/13/2022, R-134-22	15,850.00
270	7000	Office Supplies	1644 Warehouse Direct Inc	5463913-0	Envelope Moistener, Paper, Pens, Adhesive Notes - PW	16.07
271	7035	Supplies - Equipment R&M	1078 Acme Truck Brake & Supply Co	01_320711	Trailer Brake & Hub Parts - PW 9T08	758.46
272	7035	Supplies - Equipment R&M	1078 Acme Truck Brake & Supply Co	01_320744	8 Brake Drum Bolts - PW 9T08	21.68
273	7035	Supplies - Equipment R&M	1078 Acme Truck Brake & Supply Co	01_321829	Returned Wheel Studs - PW 9T08	(92.24)
274	7035	Supplies - Equipment R&M	8827 VGP Holdings LLC	134001907	Chassis Grease	196.20
275	7035	Supplies - Equipment R&M	8481 Linde Gas & Equipment Inc	34918972	Propane Tank Refill - PW 9040	429.99

Line #	Account		Vendor	Invoice	Invoice Description	Amount
276	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	855211	Fuel Filter - PW 9061	2.22
277	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	855212	Fuel Filter - PW 9061	2.22
278	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	856125	Light Switch - PW 9T03	7.56
279	7035	Supplies - Equipment R&M	1550 Addison Building Material Co	985635	3 Roll Pins - Water Stock	3.30
280	7040	Supplies - Vehicle R&M	1535 Wipeco Inc	0126097-IN	Shop Rags - PW	341.20
281	7040	Supplies - Vehicle R&M	8827 VGP Holdings LLC	134001907	Chassis Grease	39.24
282	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	12898	Plumbing Fittings	130.02
283	7070	Supplies - Water System Maintenance	1703 Prosafety Inc	2/893250	Locating Flags	192.00
284	7070	Supplies - Water System Maintenance	4093 White Cap LP	50021363350	Wood Stakes	49.29
285	7070	Supplies - Water System Maintenance	1072 Prairie Material	890907581	3.00 Cu Yds Concrete - Street Repair - 03/22/2023	699.75
286	7070	Supplies - Water System Maintenance	3217 Ozinga Ready Mix Concrete Inc	ARI00543978	3.0 Cu Yds Concrete - Street Repair - 03/16/2023	773.14
287	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S468429	Repair Sleeves	2,434.36
288	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S473892	Repair Clamps	600.00
289	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S481490	Repair Clamps	1,504.00
290	7070	Supplies - Water System Maintenance	6992 Core & Main LP	\$520831	Repair Clamps	2,328.20
291	7070	Supplies - Water System Maintenance	6992 Core & Main LP	\$525424	Pipe & Flanges	2,215.50
292	7140	Electricity	1033 ComEd	4436122006- 03/23	Electricity Service 02/14-03/15/2023	6,863.15
293	7300	Uniforms	2067 Cutler Workwear	PS-INV017576	12 Sweatshirts & 13 Hooded Sweatshirts - Quartermaster Uniforms	624.80
294	7300	Uniforms	2067 Cutler Workwear	PS-INV017577	40 Quartermaster T-Shirts - Maintenance Operators	352.82
295	7320	Equipment < \$5,000	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	417.47
296	7500	Postage & Parcel	1041 Federal Express	8-061-04136	IEPA Permit Postage - 03/08/2023	16.08
	0 - Water		I	•		37,728.08

Division	: 560 - Se	wer Systems				
297	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	546.04
298	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	222724	Fire Extinguisher Maintenance - Levee 50 - 03/16/2023	79.70
299	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	222728	Fire Extinguisher Maintenance - O'Hare Lakes - 03/16/2023	73.60
300	7000	Office Supplies	1644 Warehouse Direct Inc	5463913-0	Envelope Moistener, Paper, Pens, Adhesive Notes - PW	16.07
301	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	3656	Blowoff Duster - Levee 50	32.37
302	7040	Supplies - Vehicle R&M	1424 Bushnell Inc	0018631600	PVC Pipes & PVC Caps	151.26
	•	•	•	•	Page 15 of 2	21

Line #	Account		Vendor	Invoice	Invoice Description	Amoun
303	7040	Supplies - Vehicle R&M	1535 Wipeco Inc	0126097-IN	Shop Rags - PW	170.60
304	7040	Supplies - Vehicle R&M	8827 VGP Holdings LLC	134001907	Chassis Grease	78.48
305	7040	Supplies - Vehicle R&M	8244 Des Plaines Ace Hardware	3639	Fasteners	32.70
306	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	548107P	Trailer Receptacle - PW 8029	44.26
307	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	548222P	Wire Harness - PW 8029	102.25
308	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	548281P	Wiring Harness - PW 8029	119.58
309	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	855796	Oil Filter, Battery, & Core Deposit - Sewer Stock	149.51
310	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	14457	Hex Bolts	9.16
311	7075	Supplies - Sewer System Maintenance	4177 Uline Inc	160056793	Safety Railing System - O'Hare Lakes	1,738.38
312	7075	Supplies - Sewer System Maintenance	4177 Uline Inc	161177683	Safety Railing System - O'Hare Lakes	1,321.28
313	7075	Supplies - Sewer System Maintenance	1703 Prosafety Inc	2/893250	Locating Flags	192.00
314	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	3628	Fasteners - O'Hare Lakes PS	61.18
315	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	3632	Fasteners - O'Hare Lakes PS	16.40
316	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	3663	Couplers & PVC	16.71
317	7140	Electricity	1033 ComEd	3240002012- 03/23	Electricity Service 02/24-03/27/2023	1,201.79
318	7300	Uniforms	2067 Cutler Workwear	PS-INV017576	12 Sweatshirts & 13 Hooded Sweatshirts - Quartermaster Uniforms	230.18
319	7300	Uniforms	2067 Cutler Workwear	PS-INV017577	40 Quartermaster T-Shirts - Maintenance Operators	129.98
Total 56	0 - Sewer	Systems				6,513.48

Divisior	Division: 580 - CIP - Water/Sewer							
320	8100	Improvements	1338 L Marshall	24188	Roof Rehabilitation - Maple St - 03/01-	218,000.00		
			Incorporated		03/31/2023, R-8-23			
Total 58	30 - CIP - W	/ater/Sewer				218,000.00		

Total 00 - Non Departmental

Departn	Department: 30 - Finance								
321	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14-	65.78			
					03/13/2023				
322	6025	Administrative Services	7615 Sebis Direct Inc	57496	Utility Bill Rendering Services - Drop	1,693.42			
					Dates 03/15-03/16/2023				
Total 30	- Finance					1,759.20			

Total 500 - Water/Sewer Fund

	Fund: 510 - City Owned Parking Fund							
323	6025	Administrative Services	7960 Passport Labs Inc	INV-1036689	Mobile Pay Parking Transaction Fee for	28.12		
					Feb 2023			

262,241.56

264,000.76

Line #	Account		Vendor	Invoice	Invoice Description	Amount
324	6320	R&M Parking Lots	1742 Fredriksen Fire	222726	Fire Extinguisher Maintenance -	1,720.50
			Equipment Co		Parking Decks - 03/16/2023	
325	7060	Supplies - Parking Lots	1057 Menard Incorporated	14650	Camera Connectors - Civic Deck	57.52
Total 51	0 - City Ov	vned Parking Fund				1,806.14

			Fund: 520 - Metra	Leased Parking F	und	
326	6015	Communication Services	1552 Verizon Wireless	9930047438	Communication Service 02/14- 03/13/2023	72.02
327	6025	Administrative Services	7960 Passport Labs Inc	INV-1036689	Mobile Pay Parking Transaction Fee for Feb 2023	371.11
328	7540	Land Lease	1165 Union Pacific Railroad Company	Feb 2023	Parking Fees for Feb 2023	1,570.95
329	7540	Land Lease	1165 Union Pacific Railroad Company	Jan 2023	Parking Fees for Jan 2023	2,388.81
Total 52	0 - Metra	Leased Parking Fund				4,402.89

			Fund: 600 - Risk	Management Fun	d	
330	5345	Post-Employment Testing	7133 Mid-West Truckers Association Inc	23763	Pre-Employ Tests-Maint Oprs-2/28/23 & Annual Fee 3/1/23-2/29/24	180.00
331	5565	Claims Administration Fee	2243 Sedgwick CMS	430003958130	04/19/2023-07/18/2023 Unemployment Insurance	550.00
332	6000	Professional Services	1110 Arthur J Gallagher Risk Management Services Inc	4626515	Public Officials Position Bond Renewal (6) 4/30/2023-4/29/2024	300.00
Total 60	00 - Risk M	lanagement Fund				1,030.00

			Fund: 700	- Escrow Fund		
333	2221	Taste of Des Plaines	6094 Barefoot Hawaiian, The	061723D-A	Deposit Taste of DP World Stage Entertainment 6/17/23	322.50
334	2221	Taste of Des Plaines	5239 Ravenswood Special Events Inc	63547	Bar Management Services for Taste of Des Plaines on 6/16-6/17/23	1,800.00
335	2226	Special Events - July 4th	8596 DJ Firm, The	5825	Deposit for DJ at Fireworks Event 7/2/23	700.00
336	2460	Refundable Bonds	8045 Pepper Construction Company	Refund 2/28/2023	Bond Refund -3000 River - 2021- 02000047	5,000.00
337	2460	Refundable Bonds	8825 Garceau, Kristina	Refund 3/13/2023	Refundable Bond - Blarney Bash Dash 5K on 03/11/2023	500.00
338	2460	Refundable Bonds	7563 750 Lee St LLC	Refund 3/14/2023	Bond Refund -750 Lee Street 2021- 01000112	5,000.00
339	2460	Refundable Bonds	8832 D&J Hospitality Inc	Refund 3/14/2023	Bond Refund -1551 Touhy -2018- 01100030	5,000.00
340	2460	Refundable Bonds	8829 Grama Construction	Refund 3/14/2023	Bond Refund -1718 Webster -2021- 03000200	5,000.00
341	2460	Refundable Bonds	1364 Martam Construction	Refund 3/14/23-1	Bond Refund -1824 Rand Rd 2021- 05000338	5,000.00
342	2460	Refundable Bonds	8830 Alston Construction	Refund 3/14/23-1	Bond Refund -1700 Sherwin 2019- 01100199	5,000.00
343	2460	Refundable Bonds	8830 Alston Construction	Refund 3/14/23-2	Bond Refund -1600 Sherwin -2019- 01100198	5,000.00
344	2460	Refundable Bonds	1364 Martam Construction	Refund 3/14/23-2	Bond Refund -1840 Rand Rd 2021- 05000339	5,000.00
345	2460	Refundable Bonds	1364 Martam Construction	Refund 3/14/23-3	Bond Refund -1800 Rand Rd 2021- 05000337	5,000.00

Line #	Account		Vendor	Invoice	Invoice Description	Amount
346	2460	Refundable Bonds	8833 Heldak, Irene & Zenon	Refund	Refundable Bond - 2294 Westview	5,000.00
				3/21/2023	2020-07000361	
347	2493	Escrow - CED	8133 Elrod Friedman LLP	11838	2-23 Reimb Redevelopment	1,032.00
		Development				
348	2493	Escrow - CED	8133 Elrod Friedman LLP	11839	2-23 Reimb Redevelopment	645.00
		Development				
349	2493	Escrow - CED	8133 Elrod Friedman LLP	11840	2-23 Reimb Redevelopment	779.00
		Development				
350	2493	Escrow - CED	8133 Elrod Friedman LLP	11841	2-23 Reimb Redevelopment	3,956.00
		Development				
351	2493	Escrow - CED	8133 Elrod Friedman LLP	11843	2-23 Reimb Redevelopment	60.00
		Development				
352	2493	Escrow - CED	8133 Elrod Friedman LLP	11859	2-23 Non-Retainer Matters	450.00
		Development				
353	2493	Escrow - CED	8133 Elrod Friedman LLP	11859	2-23 Non-Retainer Matters	270.00
		Development				
354	2493	Escrow - CED	8133 Elrod Friedman LLP	11859	2-23 Non-Retainer Matters	360.00
		Development				
355	2493	Escrow - CED	8133 Elrod Friedman LLP	11859	2-23 Non-Retainer Matters	819.00
		Development				
356	2493	Escrow - CED	1050 Journal & Topics	189804	Legal Notice 3/22/2023 for PZB Mtg	87.78
		Development	Newspapers		4/11/2023	
357	2493	Escrow - CED	1050 Journal & Topics	189804	Legal Notice 3/22/2023 for PZB Mtg	87.78
		Development	Newspapers		4/11/2023	
358	2493	Escrow - CED	1050 Journal & Topics	189804	Legal Notice 3/22/2023 for PZB Mtg	87.78
		Development	Newspapers		4/11/2023	
otal 7	00 - Escro	w Fund				61,956.84
irand 1	Total					826,388.55

City of Des Plaines Warrant Register 04/17/2023 Manual Payments

Line #	Account		Vendor	Invoice	Invoice Description	Amount		
	Fund: 100 - General Fund							
Departr	nent: 00 -	Non Departmental						
359	4632	GEMT Reimbursements	8359 HFS Bureau of Fiscal	2022120331059	Payment #6 - Q1 & Q2 2022 - GEMT	733,842.43		
			Operations - GEMT		Funds Reimbursement			
Total 00) - Non Dep	partmental				733,842.43		

	Public Works & Engineering							
Divisior	Division: 540 - Vehicle Maintenance							
360	7040	Supplies - Vehicle R&M	1345 Lindco Equipment Sales Inc	221316P	Cutting Edge for End Loaders	1,672.50		
Total 54	40 - Vehicl	e Maintenance				1,672.50		

Total 50 - Public Works & Engineering

	Police Department							
Division	Division: 610 - Uniformed Patrol							
361	6015	Communication Services	1032 Comcast	03/18/2023 x6724	Internet/Cable Service April 2023	105.50		
Total 6	10 - Unifo	ormed Patrol				105.50		

Division	Division: 630 - Support Services								
362	6310	R&M Vehicles	8555 Speedy Shine Car Wash	20	Feb 2023 Police Car Washes - Qty 78	312.00			
Total 63	0 - Suppo	rt Services				312.00			

Total 60 - Police Department

	Fire Department							
Division	Division: 730 - Emergency Management Agency							
363	6015	Communication	1032 Comcast	03/22/2023	Internet/Cable Service April 2023	63.30		
		Services		x6716				
Total 73	Total 730 - Emergency Management Agency							

Total 70 - Fire Department

Depart	ment: 90	- Overhead				
364	6015	Communication Services	1032 Comcast	03/20/2023 x6732	Internet/Cable Service April 2023	63.30
365	6015	Communication Services	1032 Comcast	168710067-8482	Internet/Cable Service 03/15- 04/14/2023	1,575.00
366	6015	Communication Services	8622 RCN Telecom Services LLC		Internet/Cable Service 03/21- 04/20/2023	661.37
367	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100161 28	Internet/Cable Service 03/21- 04/20/2023	407.41
368	6015	Communication Services	8622 RCN Telecom Services LLC		Internet/Cable Service 03/21- 04/20/2023	98.00
369	6015	Communication Services	8622 RCN Telecom Services LLC		Internet/Cable Service 03/21- 04/20/2023	370.00
370	6015	Communication Services	8622 RCN Telecom Services LLC		Internet/Cable Service 03/21- 04/20/2023	370.00
371	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100161 28	Internet/Cable Service 03/21- 04/20/2023	591.00
372	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100161 28	Internet/Cable Service 03/21- 04/20/2023	795.00

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1,672.50

417.50

63.30

City of Des Plaines Warrant Register 04/17/2023 Manual Payments

					-		
	Line #	Account		Vendor	Invoice	Invoice Description	Amount
	373	6015	Communication	8622 RCN Telecom Services	41208850100161	Internet/Cable Service 03/21-	500.00
			Services	LLC	28	04/20/2023	
ŀ	Total 90 - Overhead					5,431.08	

Total 100 - General Fund

	Fund: 400 - Capital Projects Fund					
374	8100	Improvements	8813 1425 Ellinwood	R-226-22	1425 Ellinwood Streetscape	85,736.74
			Apartments LLC		Improvements Reimb R-226-22	
Total 40	Total 400 - Capital Projects Fund			85,736.74		

	Fund: 500 - Water/Sewer Fund					
Division	Division: 550 - Water Systems					
375	6015	Communication	8622 RCN Telecom Services	41208850100161	Internet/Cable Service 03/21-	280.00
		Services	LLC	28	04/20/2023	
376	6015	Communication	8622 RCN Telecom Services	41208850100161	Internet/Cable Service 03/21-	320.00
		Services	LLC	28	04/20/2023	
Total 55	Total 550 - Water Systems					600.00

Division	: 510 - En	gineering			
377	5325	Training	8822 Sous, Chris S	 CFM Exam Certification for Civil Engineer II - 01/23/2023	255.00
Total 51	.0 - Engin	eering			255.00

Total 500 - Water/Sewer Fund	855.00
Grand Total	828,018.55

741,426.81

City of Des Plaines Warrant Register 04/17/2023 Summary

	Amount	Transfer Date
Automated Accounts Payable	\$ 826,388.55 **	4/17/2023
Manual Checks	\$ 828,018.55 **	3/30/2023
Payroll	\$ 1,325,977.28	4/7/2023
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ -	
Chicago Water Bill ACH	\$ -	
Postage Meter Direct Debits	\$ -	
Utility Billing Refunds	\$ 5,846.11	3/31/2023
Debt Interest Payment	\$ -	
IMRF Payments	\$ -	
Employee Medical Trust	\$ 676,839.61	4/3/2023
Total Cash Disbursements:	\$ 3,663,070.10	

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines This Seventeenth Day of April 2023 Ayes _____ Nays _____ Absent _____

Jessica M. Mastalski, City Clerk

Andrew Goczkowski, Mayor



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date:	April 6, 2023
To:	Michael G. Bartholomew, City Manager
From:	John T. Carlisle, AICP, Director of Community and Economic Development $\mathcal{P}^{\mathcal{P}}$ Jonathan Stytz, AICP, Senior Planner \mathcal{TS}
Cc:	Tim Oakley, Director of Public Works and Engineering (PWE) Jon Duddles, Assistant Director of PWE/City Engineer Stew Weiss, Partner, Elrod Friedman, General Counsel
Subject:	Proposed Mixed-Use Residential, Commercial, and Parking Development at 622 Graceland Avenue and 1332-1368 Webford Avenue : Consideration of a Final Plat of Subdivision

Issue: The applicant is requesting a Final Plat of Subdivision to consolidate three existing lots of record on the subject property into one, as required by Section 13-1-2 of the Subdivision Regulations.

The City Council will consider separately other necessary approvals for the proposed project such as a Fee in Lieu of Dedication of Park Lands, in an amount determined by the Council to fulfill the requirement of Chapter 13-4, and a development agreement.

Owners:	Wessell Holdings, LLC (622 Graceland, 1368 Webford) and City of Des Plaines (1332 Webford)
Applicant:	<i>Formerly</i> 622 Graceland Apartments, LLC, <i>Now</i> Mylo Residential Graceland Property, LLC; (Manager: Joe Taylor, Principal of Compasspoint Development)
Case Number:	23-005-FPLAT
PINs:	09-17-306-036-0000; -038; -040
Ward:	#3, Alderman Sean Oskerka
Existing Zoning:	C-3 General Commercial District; rezoning to C-5 Central Business District was approved by Ordinance Z-23-22, but certain conditions must be met for the Ordinance to become effective (see Background)

Surrounding Zoning:	North: Railroad tracks; then C-3 General Commercial District South: C-3, General Commercial / R-1 Single-Family Residential Districts East: C-5, Central Business District West: C-3, General Commercial District
Surrounding Land Use:	 North: Union Pacific Railroad (Metra UP-Northwest Line); then a pharmacy South: Commercial building (850 Graceland), United Methodist Church parking lot, single-family detached home in commercial district (1347 Webford), single-family detached homes in residential district (1333 and 1339 Webford) East: Mixed-use residential and commercial (Bayview-Compasspoint project under construction at 1425 Ellinwood) West: Small mixed-use building (1330 Webford), then multiple-family dwelling (1328 Webford)
Street Classification:	Graceland Avenue is an arterial, and Webford Avenue is a local roadway.
Existing Land Use and History:	The principal building at 622 Graceland is currently the headquarters of the Journal & Topics newspaper. According to the Des Plaines History Center, the building was constructed as a Post Office in 1940-1941, most likely under the Works Progress Administration (WPA). A smaller accessory building is also part of the Journal & Topics property. At 1332 Webford is a 38-space surface parking lot owned by the City, currently used for both time-limited (14 spaces) and permit-restricted (24 spaces) public parking.
Background:	 On August 1, 2022, the City Council approved a zoning map amendment for the subject property, which spans 43,500 square feet, from the C-3 General Commercial to C-5 Central Business District to accommodate the proposed development. The effectiveness of the approval, however, is contingent upon the developer finalizing acquisition of the City-owned 1332 Webford Avenue property, the authorized sale agreement for which (approved by Ordinance M-22-22) lists additional requirements: Approval of a Tentative and Final Plat of Subdivision to consolidate 622 Graceland and 1332-1368 Webford into one lot of record; Successful acquisition by the developer of 1330 Webford, which is directly west of the subject property and zoned C-3, to be redeveloped as a park use (privately owned but with a permanent and perpetual easement for public access); Approval of a development agreement, with plans as exhibits approved by the City Council; and Submission of a rezoning covenant, in a form satisfactory to the General Counsel, binding the future owner/developer, or any/all successors, not to object to a future rezoning of the subject property back to C-3 if the project is not carried out (indicated by failing to apply for a building permit).

Final Plat of Subdivision

Request Summary: Due to the PZB's original denial of the Tentative Plat of Subdivision in 2022, the applicant submitted a new combined Tentative and Final Plat to consolidate the three lots of record on the subject property into one. The table below identifies the characteristics and uses of the existing lots.

Address	PIN	Size	Use
622 Graceland	09-17-306-036-0000	0.52 acres	Journal & Topics
1332 Webford	09-17-306-040-0000	0.31 acres	City parking lot
1368 Webford	09-17-306-038-0000	0.17 acres	Journal & Topics

Just west of the subject property is 1330 Webford Avenue, which would serve as an open-to-the-public park. However, 1330 Webford is a different zoning lot from 622 Graceland and 1332-1368 Webford, and is a separate and individual lot of record. Therefore, 1330 Webford is not required under Section 13-1-2 to be included in the proposed subdivision. Nonetheless, because 1330 Webford is integral to the project approval and is referenced in the development agreement, depictions, labels, and site planning for 1330 Webford are shown on the Plat and Final Engineering documents. An illustration and label are used to note a permanent and perpetual easement for public space that will be owned and maintained by the applicant.

Easements, Building and Setback Lines, Utility Correspondence The attached Tentative and Final Plat of Subdivision shows the following

easements and building lines: (i) a 50-foot-wide permanent and perpetual easement for public space on property at 1330 Webford (cross-hatched area); (ii) an approximately 3,000-square-foot permanent and perpetual easement for public space just north of the sidewalk easement in the southern portion of proposed Lot 1; (iii) a 10-foot-wide public utilities and drainage easement on 1330 Webford Avenue (double cross-hatched area); (iv) a 20-foot building line extending across the proposed public park property at 1330 Webford; (v) a 25-foot building line, to reflect the required side yard for the C-5 district, extending approximately 90 feet along Webford where the subject property is adjacent to residentially-zoned property; (vi) a 5-foot building line, to also reflect the required side yard for the C-5 district, extending approximately 200 feet along Webford where the subject property is adjacent to commercially-zoned property; (vii) a 7-foot public sidewalk easement extending along the south property line along Webford; (viii) an approximately 3-foot-wide public utilities and drainage easement in the northwestern corner of the proposed Lot 1; (ix) a 16.5-foot-wide stormwater detention area (bubble-hatched area); and (x) various public utilities and drainage easements throughout the proposed Lot 1 (shaded areas). Written correspondence from major private utility providers to the applicant is attached.

Planning and Zoning Board (PZB) Approval and Forwarding: The PZB convened a public meeting on March 14, 2023 to consider the combined Tentative and Final Plat request. The attached excerpt from the draft meeting minutes captures public comments, which expressed various concerns about the project design. The applicant attempted to address these concerns upon questioning by Board. After discussion the PZB voted 4-1 to *approve* of the Tentative Plat and *approve the forwarding* of the Final Plat to City Council. Pursuant to Section 13-2-8.A of the Subdivision Regulations, the City Council has final authority to approve, approve with modifications, or deny the Final Plat of Subdivision request, which will be included in Resolution R-74-23.

Should the Council vote to approve the request, staff and the PZB recommend the following conditions, which are incorporated in the approving resolution:

Conditions of Approval:

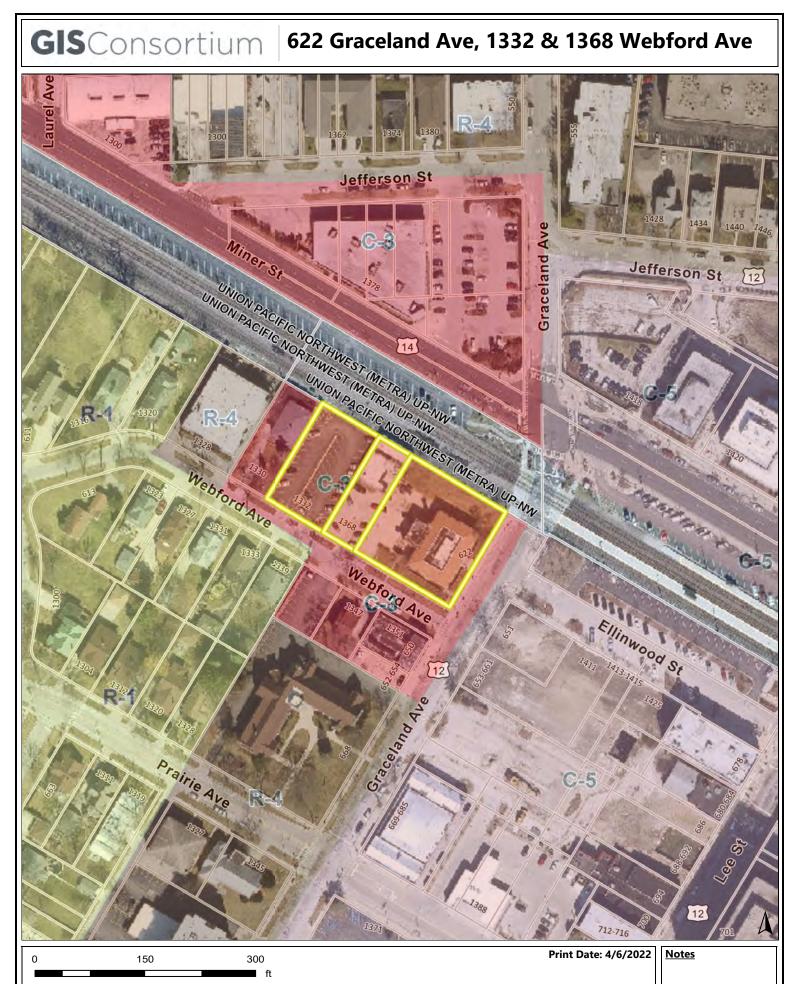
- 1. That construction-level street lighting detail as required in the attached Engineering memo is provided and approved by the PWE Department prior to issuance of any building or right-of-way permits.
- 2. That the parkland dedication and fee in lieu amount must be approved by the City Council by resolution duly adopted.

Attachments

Attachment 1: Location Map Attachment 2: Site Photos Attachment 3: ALTA Survey Attachment 4: Engineering Memo Attachment 5: Fire Comments and 2022 Memo Attachment 6: Utility Correspondence Attachment 7: Final Engineering Drawings, including Drainage Report Attachment 8: PZB Acting Chairman Saletnik Memo to Mayor and City Council Attachment 9: Excerpt of Approved Minutes from the March 14, 2023 PZB Meeting

Resolution R-74-23

Exhibit A: Final Plat of Subdivision



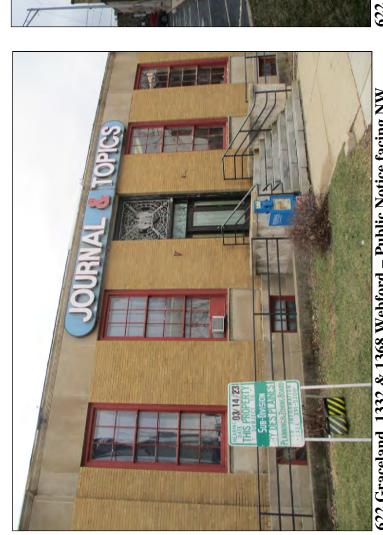
Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently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

Attachment 1

622 Graceland, 1332 & 1368 Webford - Looking NW at Rear of Site







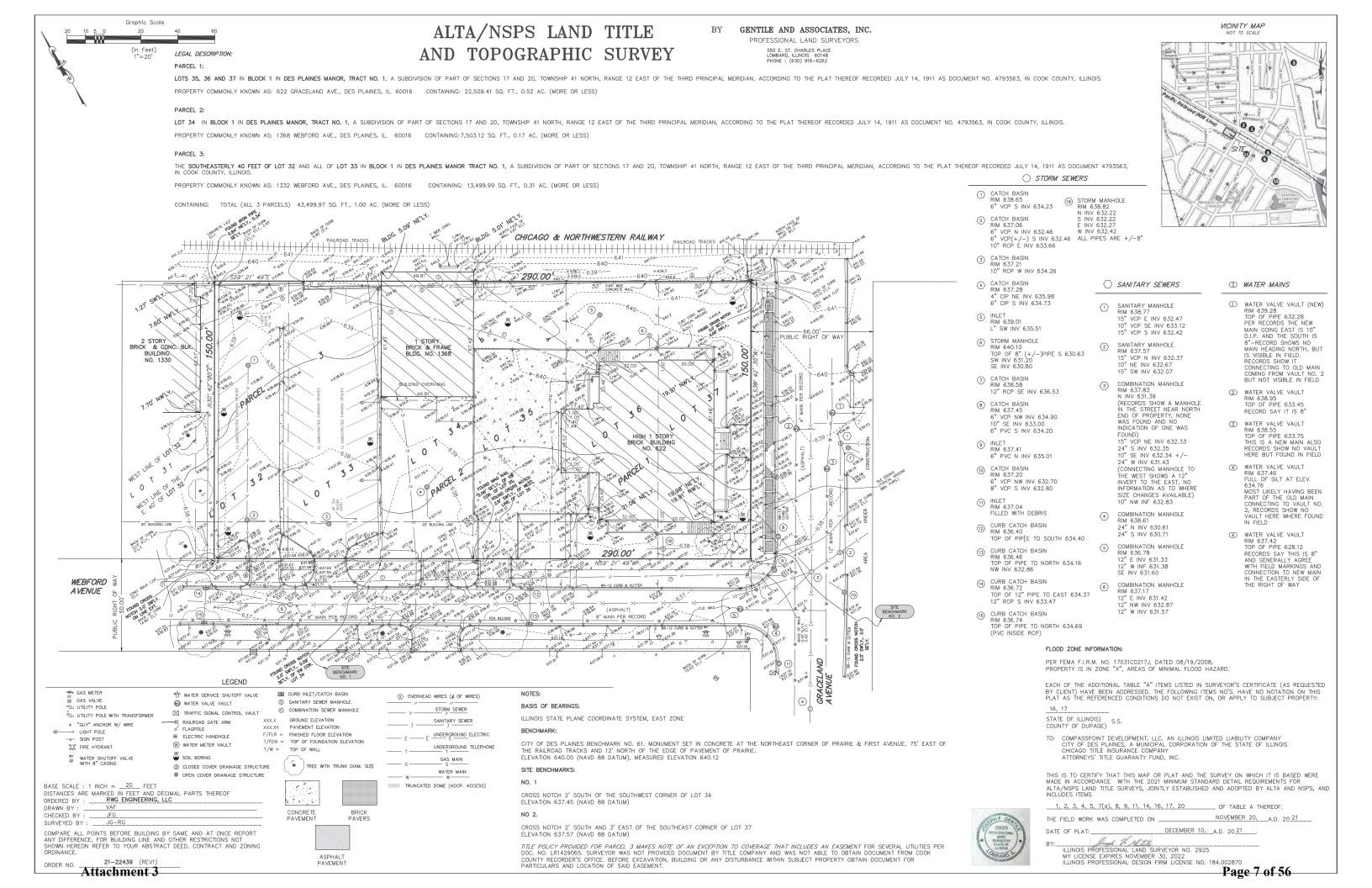
622 Graceland, 1332 & 1368 Webford – Public Notice facing NW



622 Graceland, 1332 & 1368 Webford - Facing NW at Front of Site

Attachment 2

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PUBLIC WORKS AND Engineering department

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

MEMORANDUM

Date: March 1, 2023

To: John Carlisle, Director of Community and Economic Development

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

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

Subject: 622 Graceland Avenue Apartments

As requested, the Public Works and Engineering Department has reviewed the final development submittals for the upcoming Planning and Zoning Board meeting on the subject project. Engineering plans and profiles have been approved as noted by the Director of Public Works and Engineering in accordance with the standards for subdivision engineering plans on file in the office of the Public Works and Engineering Department (City Code 13-2-4) and have the following comments:

- There needs to be a streetlighting plan showing all underground conduit, controller, and electrical service connections. Street lighting details need to be their own plan sheets with a note added to use LED fixtures. Final street lighting design shall be completed at the time of building permit approval.
- The Engineer's Estimate of Cost should be updated to reflect additional lighting. We approve the EOPC as noted at \$708,568.13.



COMMUNITY AND ECONOMIC Development department

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

MEMORANDUM

Date: March 1, 2023

To:Dave Schuman, Division Chief, Fire PreventionJohn T. Carlisle, AICP, Director of Community & Economic DevelopmentPawel Matyja, Plan CoordinatorSamantha Redman, Associate Planner

From: Jonathan Stytz, AICP, Senior Planner

Subject:Request for Comments for 622 Graceland Avenue and 1332-1368 Webford Avenue –
Combined Tentative and Final Plat of Subdivision

We have received an application requesting a combined Tentative and Final Plat of Subdivision in the C-3 General Commercial district at 622 Graceland Avenue and 1332-1368 Webford Avenue to consolidate the existing lots into one (*Note: The map amendment from C-3 to C-5 approved last year is not effective until certain items are completed, one of which being the subdivision*). This request is related to the proposed mixed-use development from last year including 131 private multi-family residential units and approximately 2,800 square feet of commercial public restaurant space. The Tentative Plat must be approved by the PZB prior to the consideration of the Final Plat by the City Council.

Please review the attached exhibits and provide a recommendation and comments, if any, to me via BlueBeam by Wednesday, March 8, 2023. Also, confirm to me via email if any updates are required to the attached building and fire prevention memos provided for this case last year.

Recommend approval of the requests

Recommend approval of the requests, subject to conditions and/or comments

Recommend disapproval of the requests

updates to fire memo Comments: 23 Date: 3/ Signature: PLEASE SEND COMMENTS BACK TO ME VIA BLUEBEAM



FIRE DEPARTMENT 405 S. River St

Des Plaines, IL 60016 P: 847.391.5333 desplaines.org

MEMORANDUM

Date: May 16, 2022

To: John Carlisle, Director of Community and Economic Development

From: Daniel Anderson, Fire Chief

Subject: Compass Point Project

The Fire Department has been involved in the Compass Point Development since their initial interest. Staff reviewed the initial concept plans from a public safety perspective including access to upper levels via aerial ladder trucks. Staff commented on the lack of any access to any of the west side of the building. Staff provided some alternate building options to the developer that would create an acceptable access point to the west side of the building.

The developer came back with the first proposed plan which incorporated fire department staff access concerns. The proposed plan allows access points to the east, west and south sides of the building. Each of the access points would be consistent with the similarly situated properties within the City.

After receiving feedback during planning and zoning meetings the developer has provided modified plans which has maintained sufficient access points for the project as requested and required by building codes. The Compass Point Development project discussion has raised some concern regarding the fire department being able to access the building with its ladder truck. This development is not unlike many similar projects already built in the city and pose no more of a risk than those already completed.

The Fire Department has a 100-foot aerial tower ladder truck ("tower ladder") located at its headquarters station which is at 405 S. River Road. Each of our neighboring communities each have similar units with the next two closest units being in Park Ridge and Niles.

There was a question regarding how our tower ladder compares to those in service in the Chicago Fire Department. The Chicago Fire Department has approximately 60 aerial ladder trucks dispersed throughout their service area and are typically 95 to 105 feet in length. The Chicago Fire Department does have one aerial ladder truck that has a reach of approximately 135 feet.

The Fire Department does not have any specific concerns related to the project other than to maintain the standards of construction as well as required fire alarm and sprinkler/standpipe systems. The greatest concern for the fire department is during it construction up to the point where drywall has been completed. The wood frame construction is at its most vulnerable point during the framing when there is the greatest risk for fire spread should one begin.

Fire Department staff will continue to review any and all submissions regarding this project and make the appropriate recommendations to address any concerns that may be raised.



Date 1/23/2023

Attn: Joe Taylor, III

Address: 622 Graceland, Des Plaines

RE: 622 Graceland, Des Plaines

Dear Joe,

This letter will serve as Nicor Gas' intention to provide service to the above, potential project. Nicor Gas will install up to 200' of gas main per new customer (each meter) and 60' of service line per new customer (each meter) at no cost. If your project exceeds these footages, Nicor will determine the cost based on an economic evaluation of the project.

Please complete the attached New Service Agreement and submit the following to initiate the installation process; Plat of Subdivision, Over-all Site Utility Plan with gas meter locations marked (commercial buildings only), Gas loads and delivery pressure for each unit along with Contact information.

Nicor Gas requires curbs/pavement to be completed prior to gas main installation. Nicor Gas also requires sleeves to be installed at paved intersections within new subdivisions and on Commercial service installations. When applicable and to establish a defined/proper running line, easements will need to be appropriately staked. All permits (State, County, and Village) will require approval prior to gas main and/or service installation.

As the site contact for this project, please advise the general contractor to communicate with me, Zack Jarling at start up in order to coordinate the gas service/main installation timetable. I can be reached at 224-239-3341 or by email at zjarling@southernco.com

If you have any additional questions, please let me know

Sincerely,

Zack Jarling

New Business Construction Consultant Customer Development, Nicor Gas



March 1, 2023

Joe Taylor, III Compasspoint Development, LLC

WILL SERVE LETTER

Dear Mr. Joe,

This letter is in response to your request for information on the availability of AT&T service at proposed 622 Graceland Ave & 1330/1332 Webford Ave proposed Development.

This letter acknowledges that the above referenced project is in an area served by AT&T. Any service arrangements for this location will be subject to later discussions and agreements between the developer and AT&T. Please be advised that this letter is not a commitment by AT&T to provide service to proposed development at 622 Graceland Ave & 1330/1332 Webford Ave but an acknowledgement that we have service in this area.

Please contact me at the phone number included in this letter if you have any questions.

Thank you for contacting AT&T.

Sincerely,

Kolade Fajimi (Engineer) Mgr Osp Plng & Eng Design ATO, Construction & Engineering-MW

AT&T 1000 Commerce Dr, Oak Brook, IL 60523 M 847-226-7885 | <u>kf129f@att.com</u>



March 1, 2023

Mr. Joe Taylor, III Compasspoint Development, LLC

Re: 622 Graceland Ave, Des Plaines with additional addresses 1330/1332 Webford Ave, Des Plaines.

Dear Mr. Taylor:

Regarding the above project, Comcast Cable Communications, Inc. is the local Broadband Provider for this area. Please call Tom Jones at (847) 849-3727 with any installation questions that you may have.

If you have any other questions, please feel free to give me a call.

Very truly yours,

Robert L. Chulter p.

Robert L. Schulter Jr. Central Division Director of Construction (224) 229-5863



3/1/2023

David Taylor Compasspoint Development, LLC

Request for Electrical Service Letter – 622 Graceland Ave, Des Plaines, IL

Dear David Taylor:

This letter is in reply to your request regarding the project referenced above. ComEd will provide adequate power to your project site in accordance with the corresponding Rates and Riders filed by ComEd with the Illinois Commerce Commission. Please be advised that we will be able to begin engineering your project after our company receives all requested information from the appropriate parties involved.

If you have any questions, please contact me at 779-231-2782

Thanks,

Chris

Chris Topete DCC | Field Representative ComEd | An Exelon Company 779-231-2782



RWG ENGINEERING, LLC CIVIL ENGINEERING - PROJECT MANAGEMENT ILLINOIS PROFESSIONAL DESIGN FIRM #184-006370 LIMITATION OF WARRANTY OF ENGINEER'S INSTRUMENTS OF SERVICE

THE ENGINEER AND HIS CONSULTANTS DO NOT VARRANT OR GUARATEE THE ACCURACY AND COMPLETENESS OF THE DELIVERABLES HEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WHIM THE DELIVERABLES, THE ENGINEER SALLE PEROMPTLY NOTIFIED SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WE SUCH CONDITIONS SHALL ABSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAULTER. ACTIONS TAKEN WHIMD THE DELIVERABLES, OR DESCREPANCIES ARE FOUNDED TO TAKE BUT ANY DESCREPANCIES ARE FOUNDED TO TAKEN WHICH THE KOUNDERS TO THE ENGINEER, OR IN CONTRADICTION TO THE ENGINEER'S DELIVERABLES OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

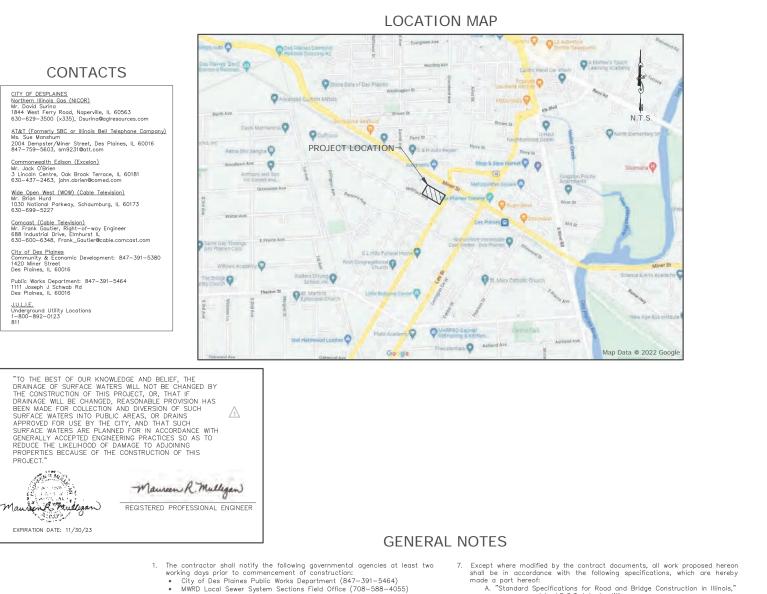
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622 GRACELAND AVE. APARTMENT

DESPLAINES, ILLINOIS

FINAL ENGINEERING PLANS



- The contractor shall notify all utility companies and arrange for their facilities to be located prior to work in any easement, right-of-way, or suspected utility location. Repair of any damage to existing facilities shall be the responsibility of the contractor. Utility locations shown herein are for graphic illustration only and are not to be relied upor
- Prior to commencement of any offsite construction, the contractor shall secure written authorization that all offsite easements have been secured, and that permission has been granted to enter onto private property.
- 4. Elevations shown herein reflect NAVD 1988 datum.
- 5. The boundary and topographic survey data for this project is based on a field survey prepared by Gentile and Assiciates, Inc. dated September 19, 2022. The contractor shall verify existing conditions prior to commencing construction and shall immediately notify the engineer in writing of any differing conditions.
- 6. RWG Engineering, LLC, it's employees and agents are not responsible for the safety of any party at or on the construction site. Safety is the sole responsibility of the contractor, and any other entity performing work at the site. Neither the owner nor the engineer assumes any responsibility for job site safety or for the means, methods or sequences of construction.

- A. "Standard Specifications for Road and Bridge Construction in Illinois," as prepared by I.D.O.T. latest edition.
- B, "Standard Specifications for Water and Sewer Main Construction in Illinois," latest edition.
 - C. "Illinois Recommended Standards for Sewage Works," as published by the I.E.P.A., latest edition.
 - D. The subdivision and development codes and standards of the City of Des Plaines, as published by the Municipality.
 - E. "Illinois Accessibility Code" as published by the State of Illinois Capital Development Board, effective October 23, 2018.
- F. The National Electric Code.
- G. "Illinois Urban Manual" as prepared by the U.S. Dept. of Agriculture latest edition
- The City of Des Plaines Development Ordinance shall take precedence if a conflict in project specifications occurs. City details to supercede all others
- 9. City requires 48 hour notice for inspections. $\sqrt{3}$

Attachment 7

Know what's below

Call before you did

Formerly JULIE 1-800-892-0123

FLOW LINE

FLOODWAY

FRAME

FLOODPLAIN

HIGH WATER LEVEL INVERT LENGTH OF CURVE MANHOLE

TOP OF CURB TOP OF FOUNDATION

TOP OF FOUNDATION TOP OF PIPE TOP OF SIDEWALK TOP OF WALK WATER MAIN INTERSECTION ANGLE

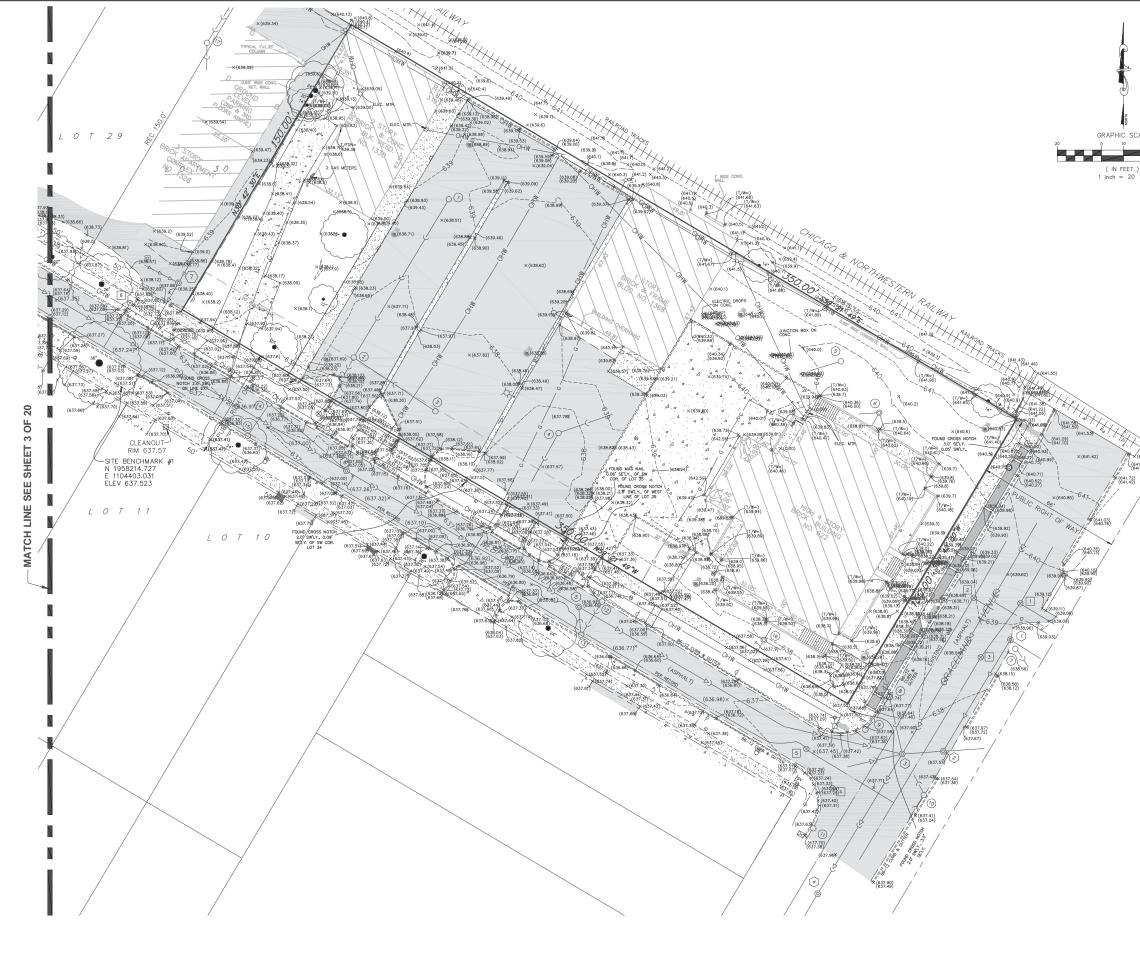
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WM △

- ELEV TITLE THA SUR TO BUIL PAR

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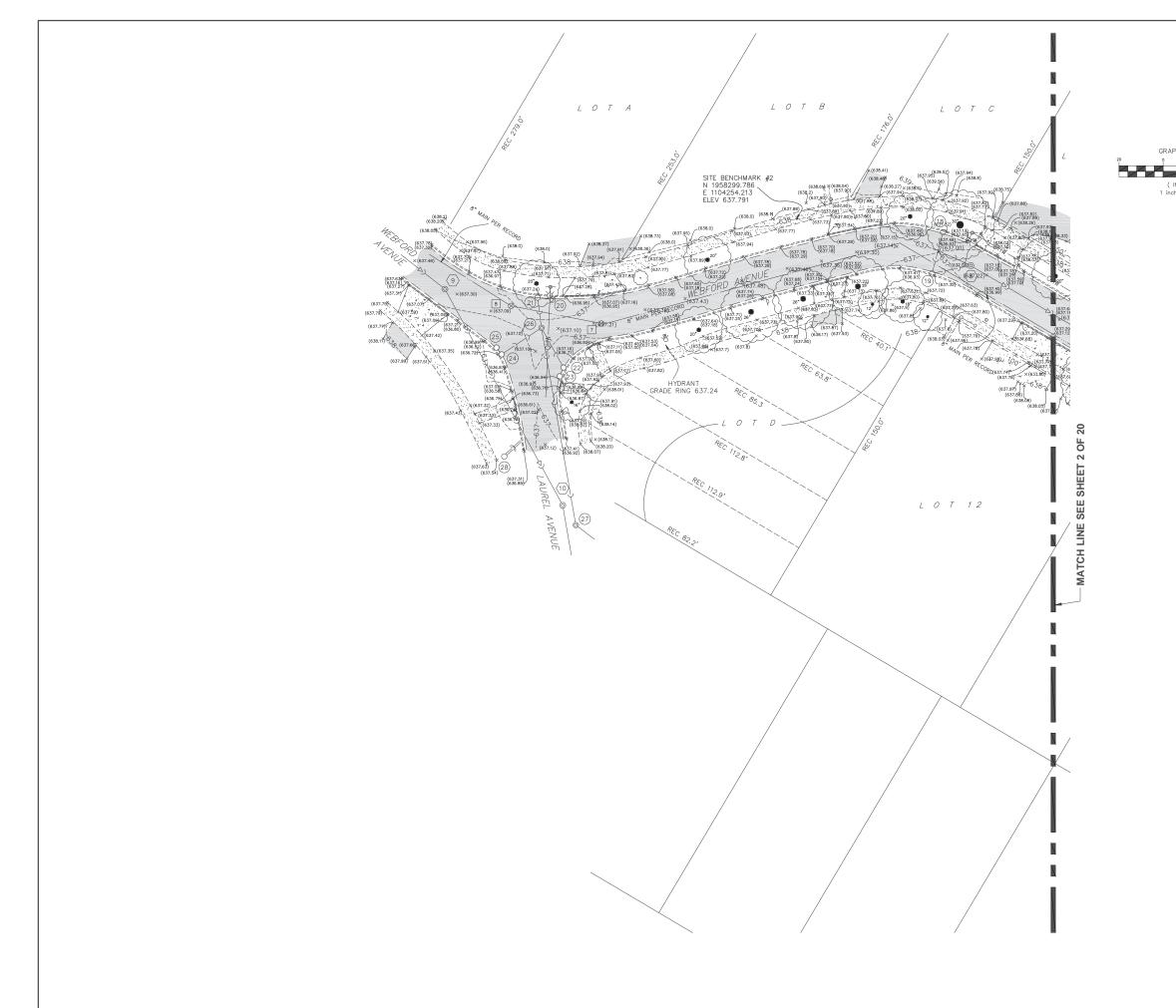


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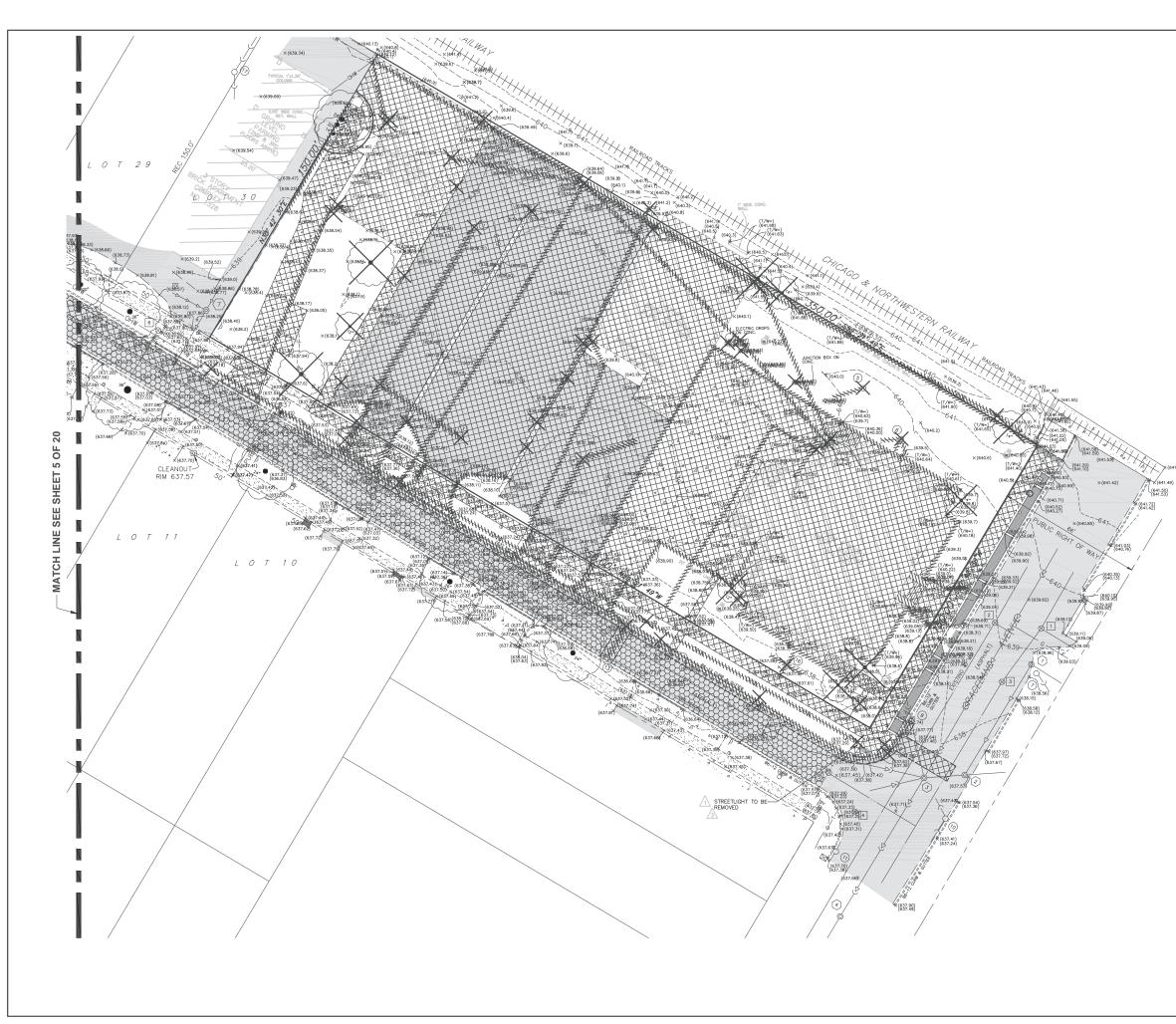
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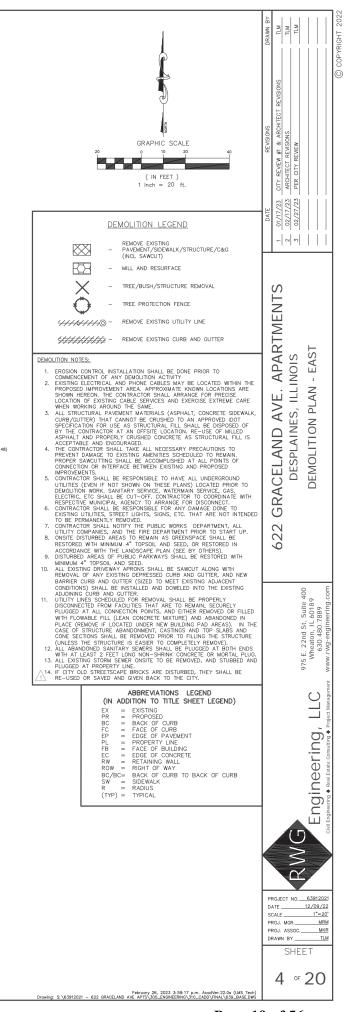




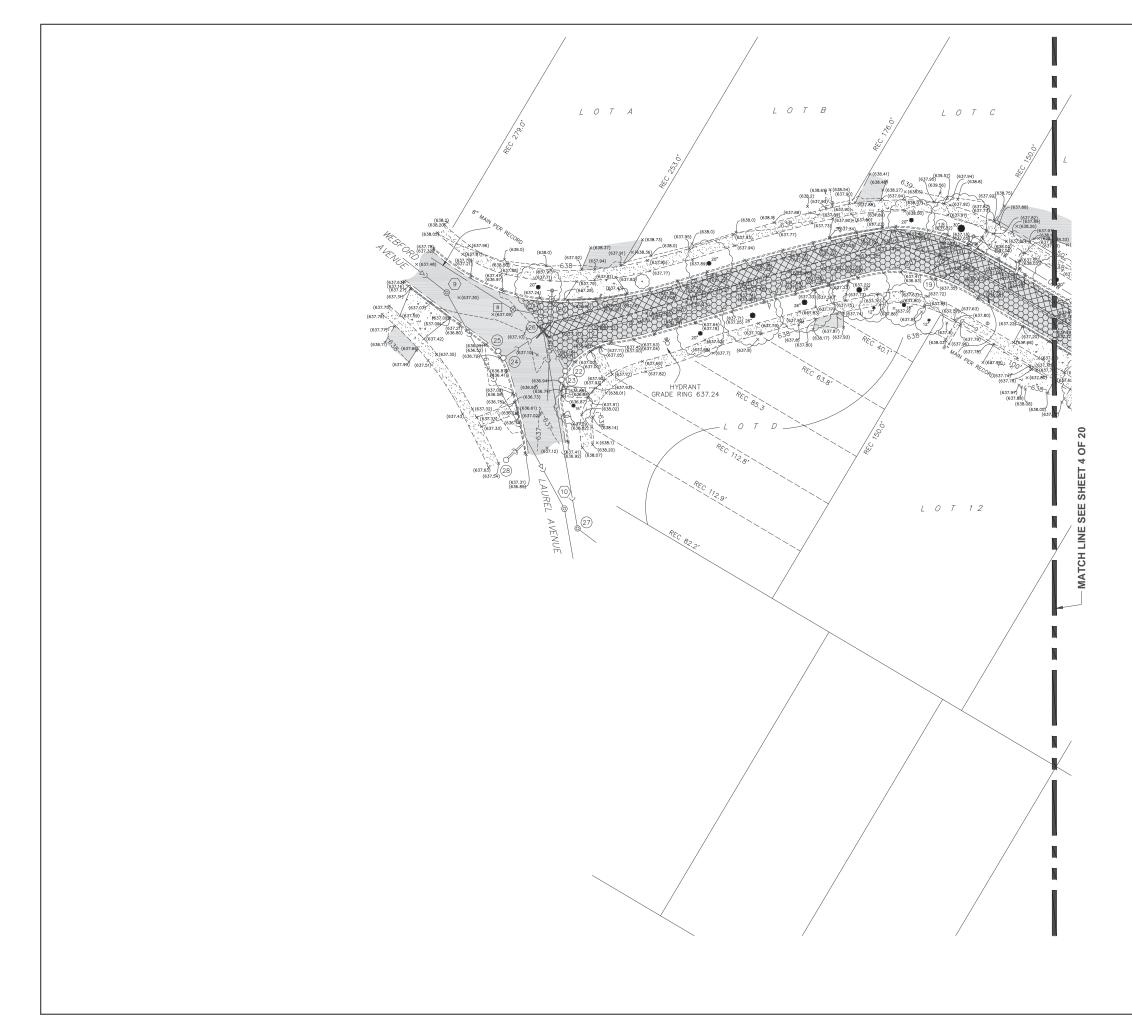
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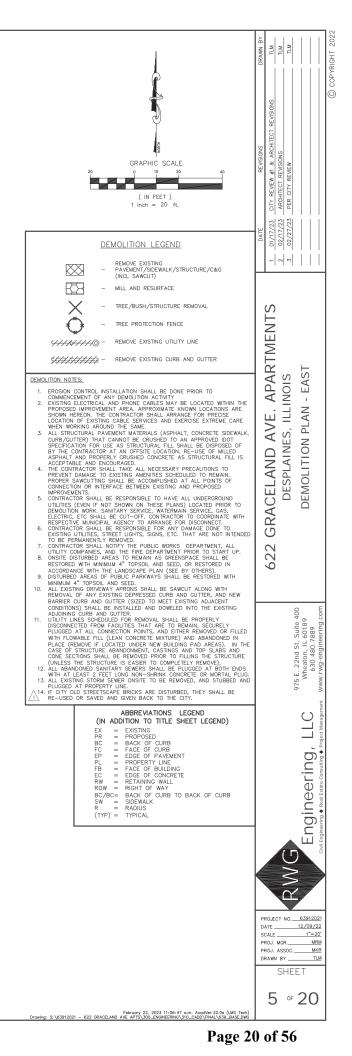
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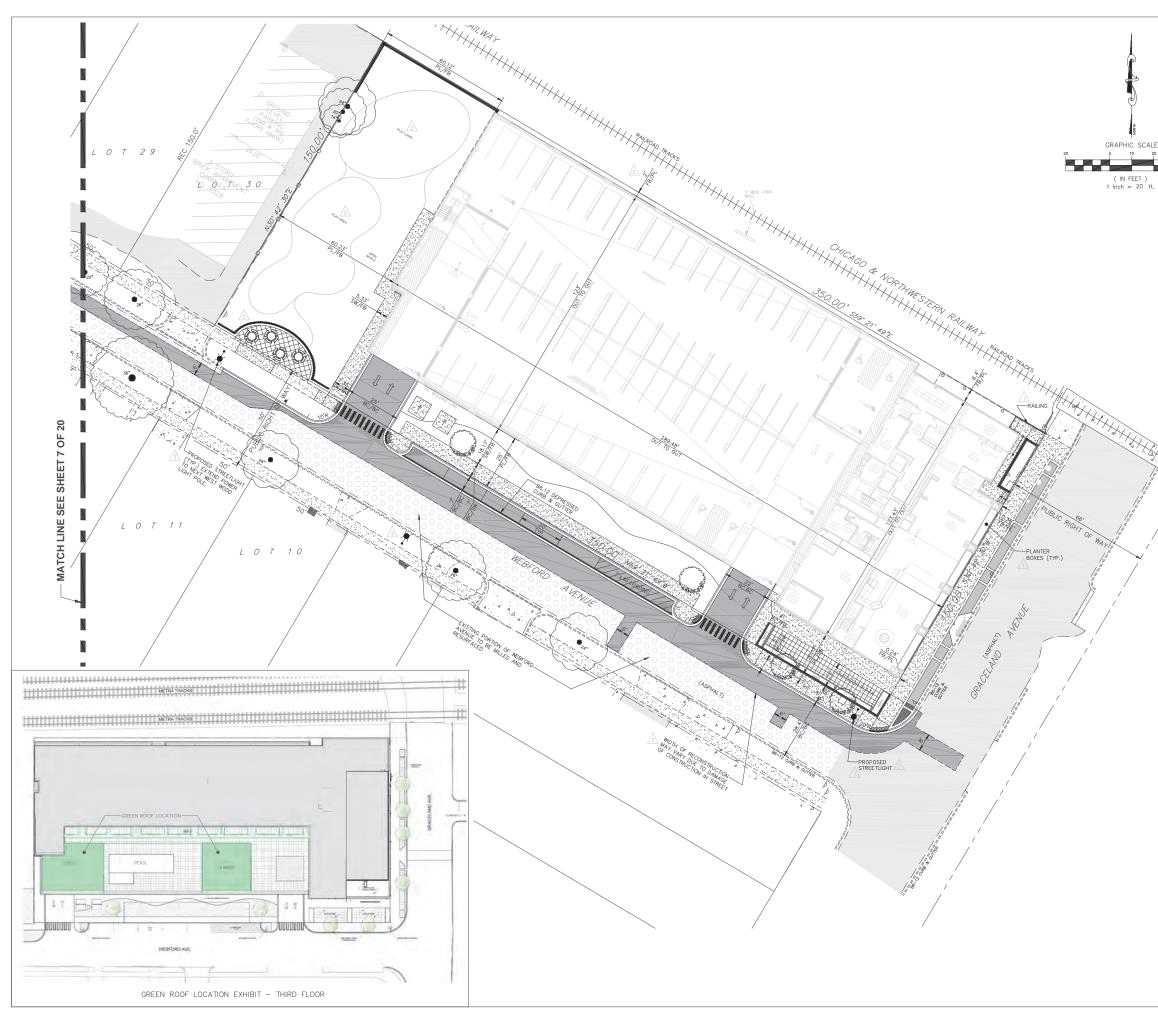


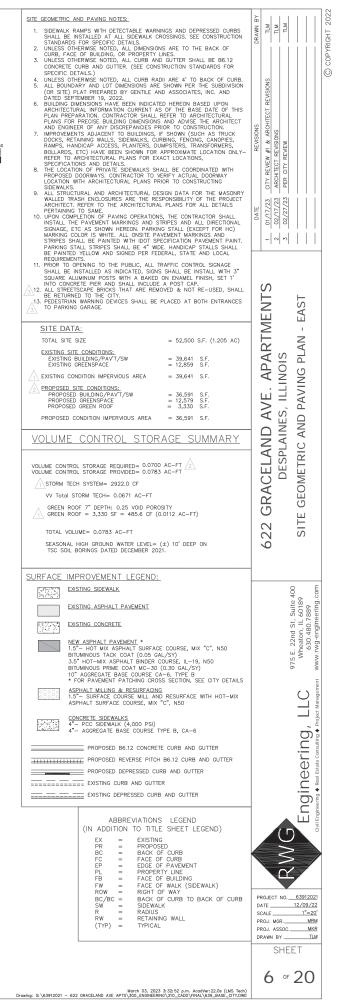


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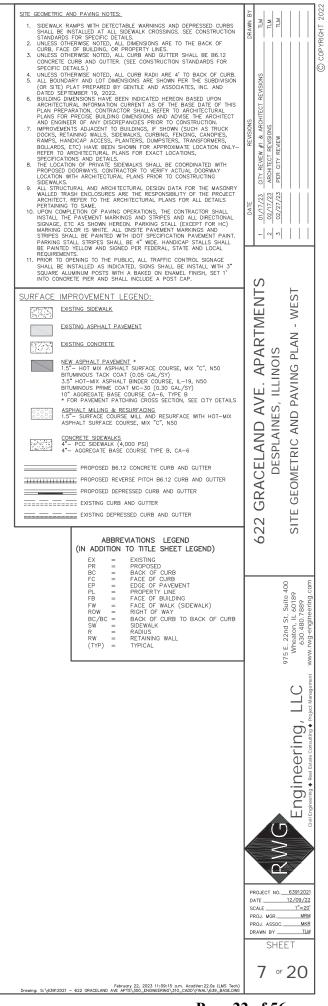




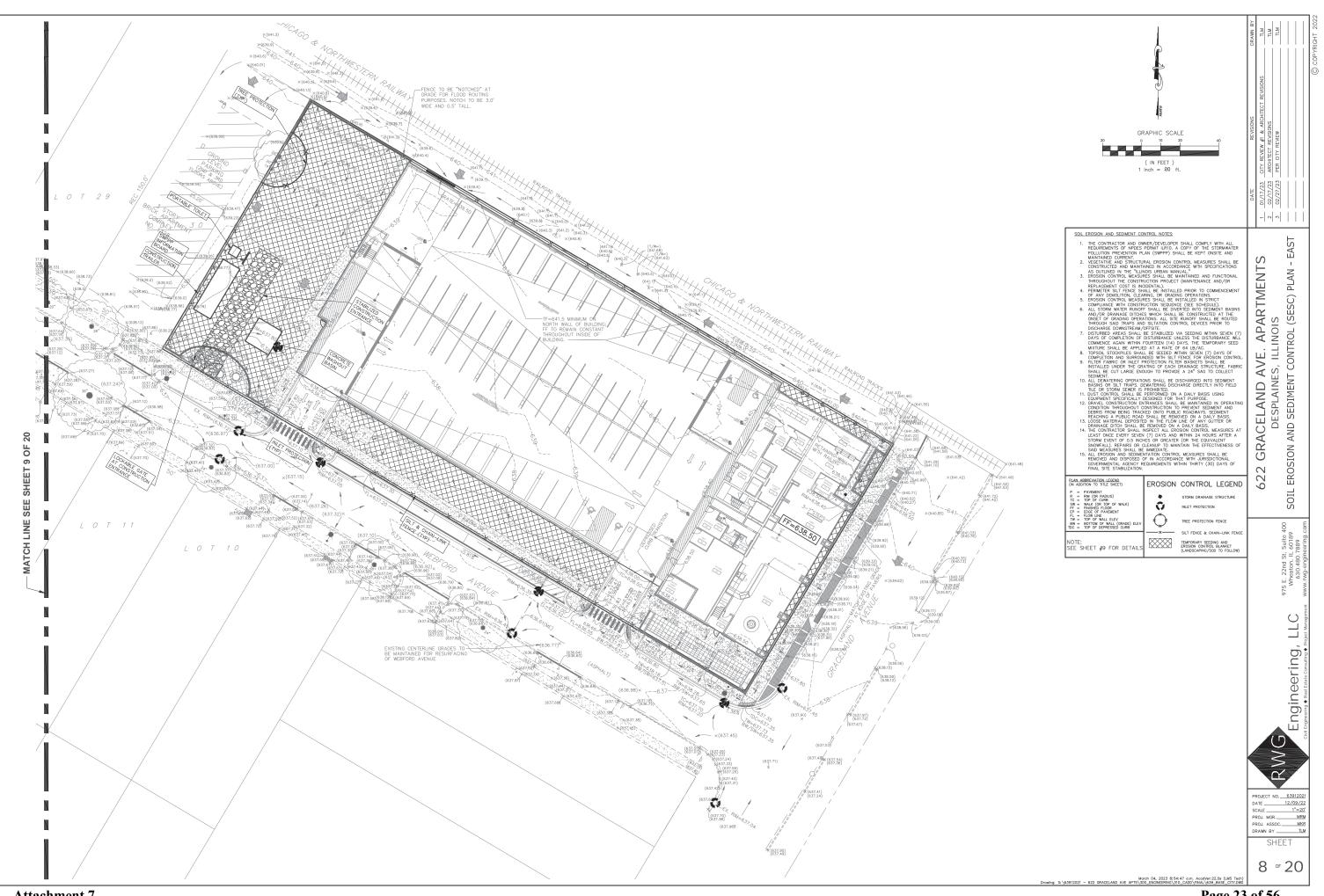


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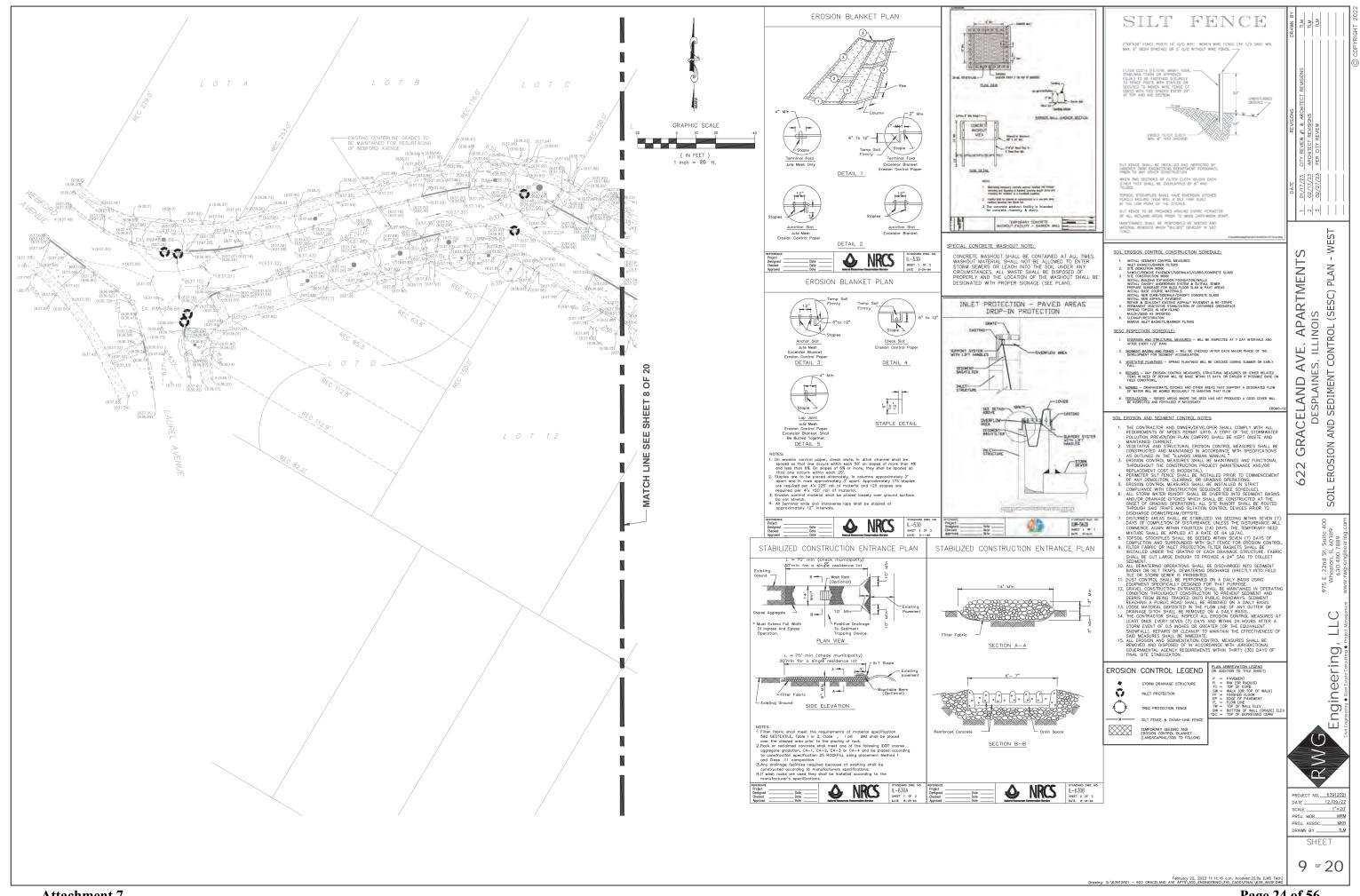




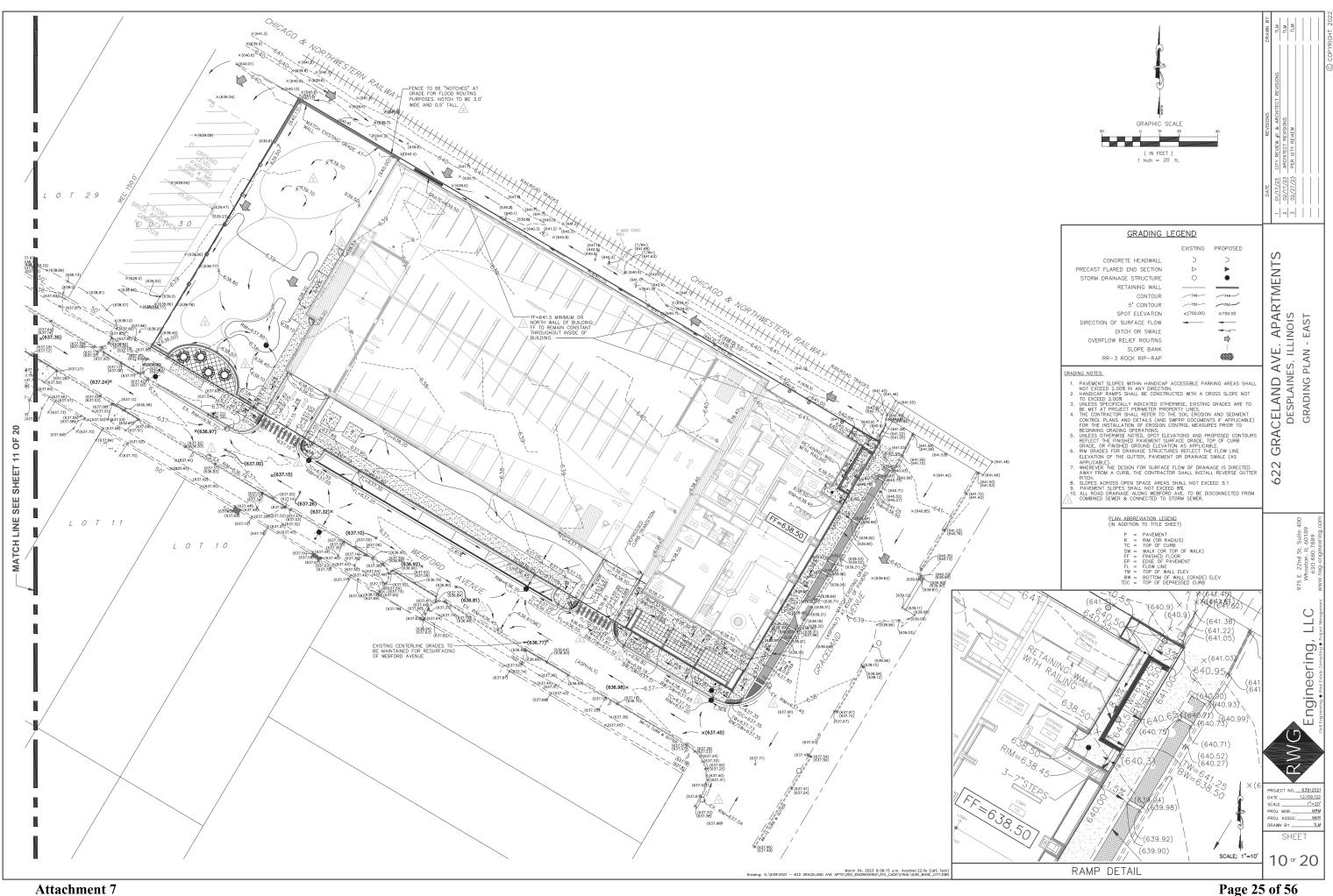
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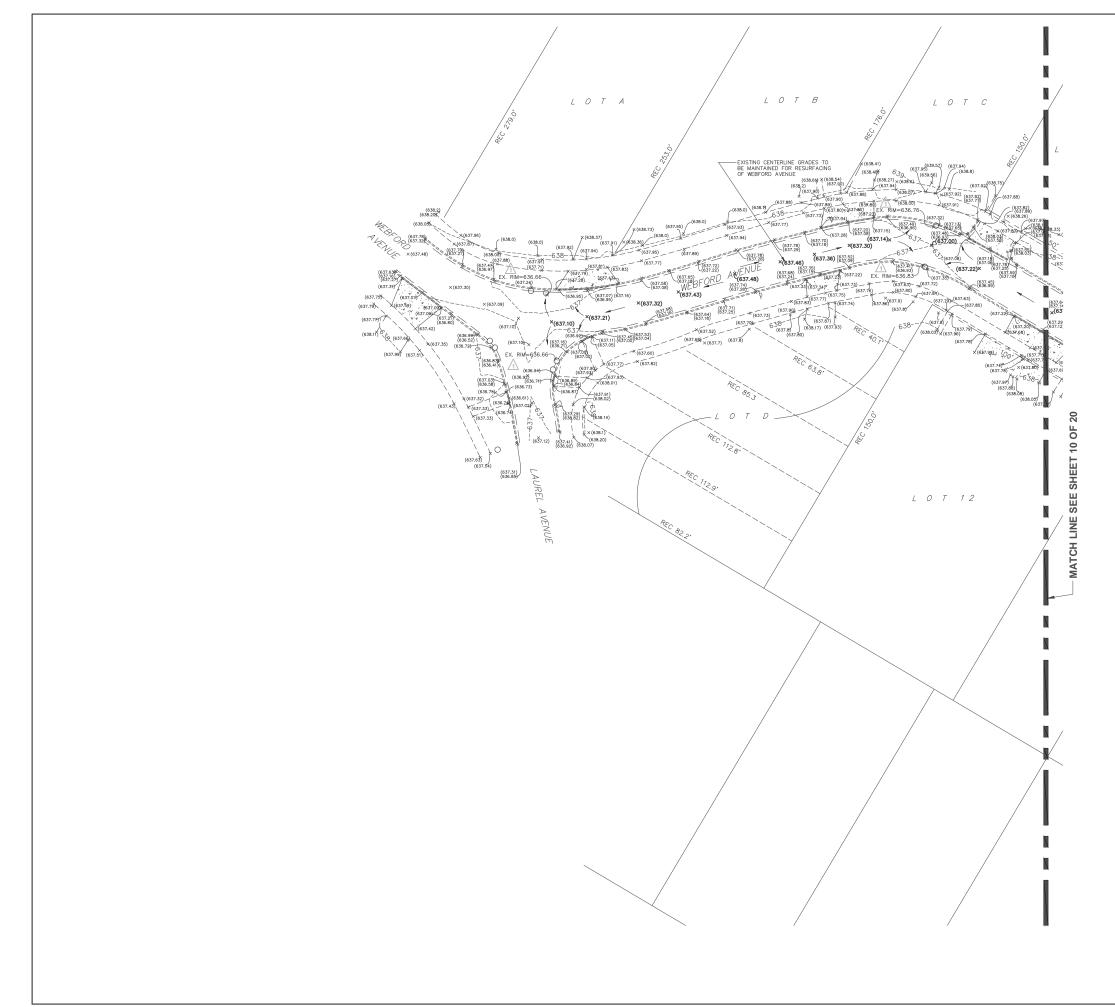


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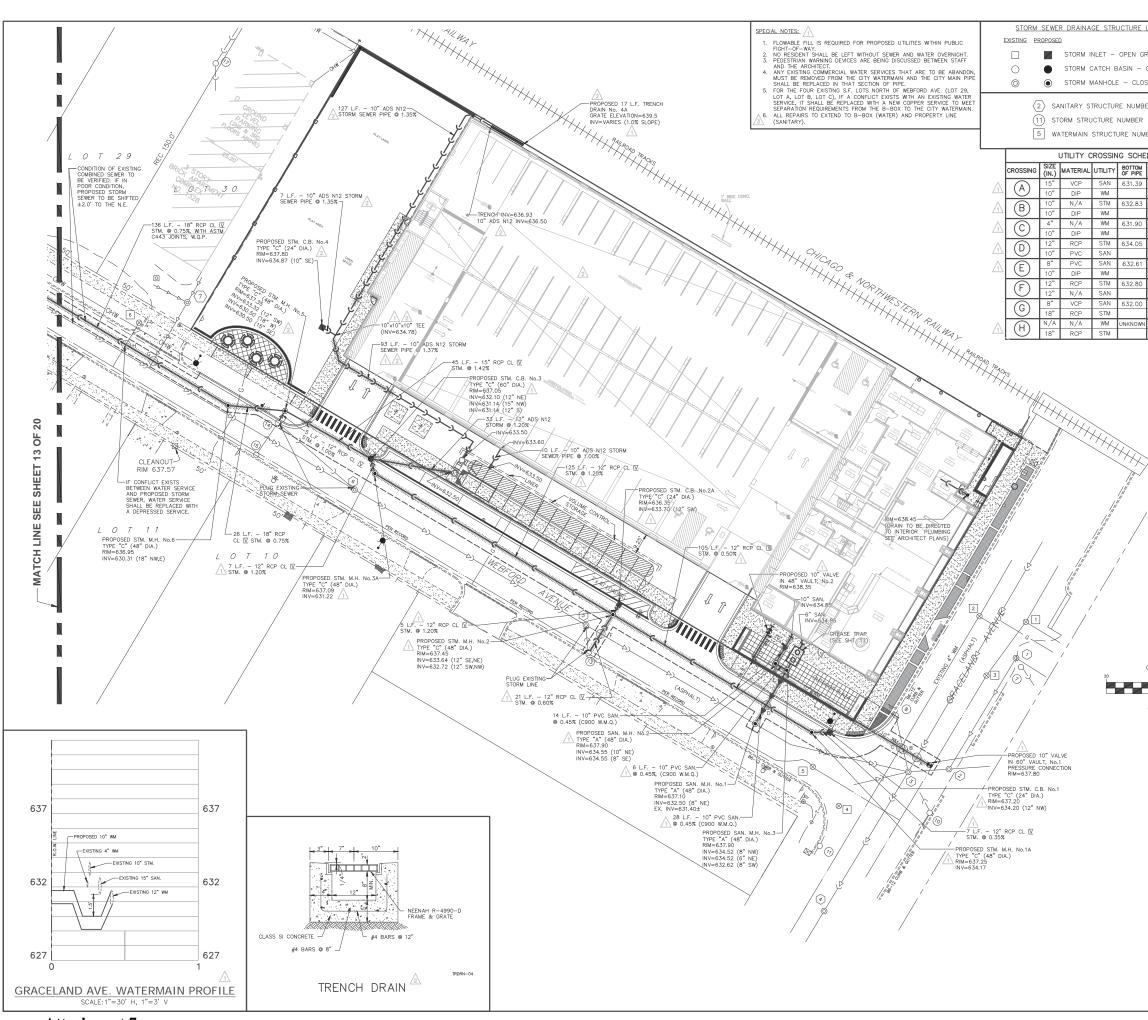
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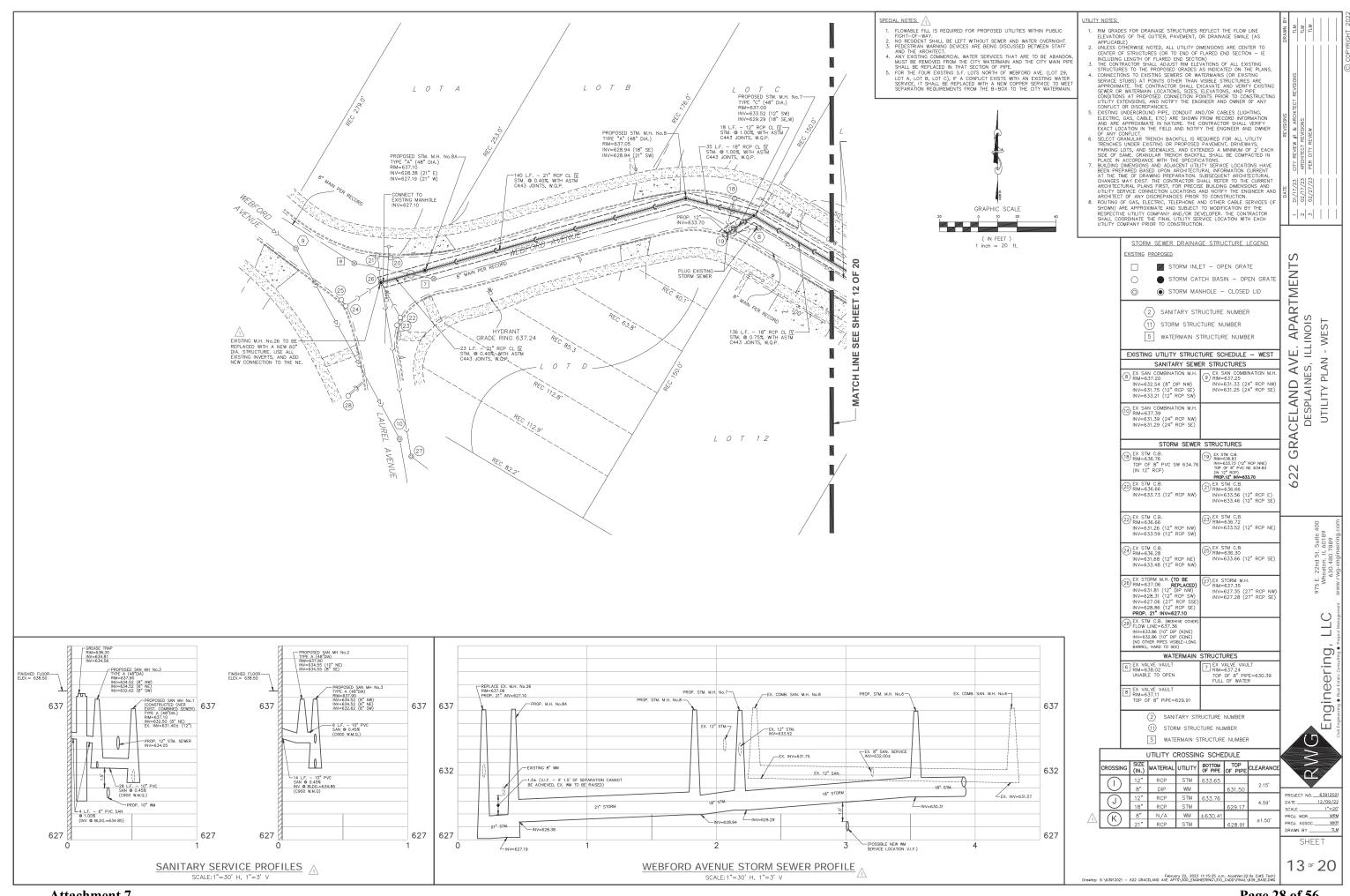


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629.89 DEPRESS WM	8.	ROUTING SHOWN)/	OF GAS, ELECTRIC, TELEPHONE A	ND OTHER CABLE SERVICES (IF		6	02		
633.40 0.65'		RESPECTI SHALL CO	VE UTILITY COMPANY AND/OR DE DORDINATE THE FINAL UTILITY SEI OMPANY PRIOR TO CONSTRUCTIO	VELOPER. THE CONTRACTOR RVICE LOCATION WITH EACH		-	0 10		
1.50' 631.11 DEPRESS WM		UTILITY C	UMPANY PRIOR TO CONSTRUCTIO	N.	Γ				1
0.47'				TURE SCHEDULE - EAST					
632.33			T EX SAN M.H.	ER STRUCTURES		S			
631.51 0.49 1.50'			INV-632.47 (15" VCP E)	INV=632.37 (15 VCP N) INV=632.67 (10" NE)		\geq			
631.40 SEPARATION REQUIRED	ļ		INV=633.12 (10" VCP SE) INV=632.42 (15" VCP S)	INV=632.07 (15" SW)		Ē			
			(3) EX SAN COMBINATION M.H. RIM=637.83 INV=631.39 (N)	EX SAN COMBINATION M.H. RIM=638.61 INV=630.61 (24" N)		\leq			
			(RECORDS SHOW A M.H. IN THE STREET NEAR NORTH END OF PROPERTY, NONE	INV=630.71 (24" S)		A R	S		
			END OF PROPERTY, NONE WAS FOUND AND NO INDICATION OF ONE WAS	5 EX SAN COMBINATION M.H. RIM=636.78 INV=631.33 (12" E) INV=631.38 (12" W)		5	0	AST	
			FOUND) INV=632.33 (15" VCP NE) INV=632.35 (24" S)	INV=631.38 (12" W) INV=631.60 (SE)		<u>.</u>		E/	
			INV=632.35 (24" S) INV=632.34± (10" SE) INV=631.43 (24" W)	6 EX SAN COMBINATION M.H. RIM=637.17		Ч	\exists	z	
			(CONNECTING M.H. TO THE WEST SHOWS A 12"	INV=631.42 (12" E) INV=632.87 (12" NW) INV=631.57 (12" W)		\triangleleft	ES,	۲A	
			INVERT TO THE EAST, NO INFO. AS TO WHERE SIZE CHANGES AVAILABLE)	T EX SAN M.H. RIM=638.29		\Box	DESPLAINES, ILLINOIS	JTILITY PLAN - EAS	
>			INV=632.83 (10" NW)	INV=632.96 (8" VCP NE) INV=633.19 (6" VCP NW)		\leq	PLA		
/			STORM SEWER	INV=632.88 (8" VCP SW) STRUCTURES			ESI	E	
			EX STM C.B. RIM=638.65	2 EX STM C.B. RIM=637.06		Q	Ω	_	
/			INV=634.23 (6" VCP S)	INV=632.46 (6" VCP N) INV=632.46 (6" VCP ±S) INV=633.66 (10" RCP E)		GRACELAND AVE. APARTMENTS			
/			EX STM_C.B.	- 5V 0704 0 D					
			(3) EX SIM C.B. RIM=637.21 INV=634.26 (10" RCP W)	(4) RIM=637.28 INV=635.98 (4" CIP NE) INV=634.73 (6" CIP S)		622			
1			5) EX STM INLET	0.5% 071 111		0			
			5 RIM=639.01 INV=635.51 (L" SW)	RIM=640.10 TOP_OF_8"+_PIPE=630.63 (S)					
S.				INV=631.20 (SW) INV=630.80 (SE)	╞				_
T I			7 EX STM C.B. RIM=638.58 INV=636.53 (12" RCP SE)	B EX STM C.B. RIM=637.45 INV=634.90 (6" VCP NW)					
Ş				INV=633.00 (10" SE) INV=634.20 (6" PVC S) (STUB & PLUG)				t, Suite L 60189 7889	6 IIIaa
-			9 EX STM INLET RIM=637.41	10 EX STM C.B. RIM=637.20	1			ld St n, IL 480.	
NORTH			INV=635.01 (6" PVC N)	INV=632.70 (6" VCP NW) INV=632.80 (8" VCP S)				. 22r heatc 630.	- MG-
GRAPHIC SCALE		40	11 EX STM INLET RIM= 637.04 FILLED WITH DEBRIS	12 EX STM CURB C.B. RIM=636.40 TOP OF PIPE TO SOUTH=634.40				975 E WI	· ^^ ^
	_		13 EX STM CURB C.B. RIM=636.46	14 EX STM CURB C.B. RIM=636.72	1				
(IN FEET) 1 inch = 20 ft.			TOP OF PIPE TO NORTH=634.16 INV=632.86 (NW)	TOP OF 12" PIPE TO EAST=634.37 INV=633.47 (12" S)				\mathcal{O}	Managemen
			15 EX STM CURB C.B. RIM=636.74 TOP OF PIPE TO NORTH=634.69	(16) EX STM M.H. RIM=638.82 INV=632.22 (N,S)					Project Mar
			(PVC INSIDE RCP)	INV=632.27 (E) INV=632.42 (W)				Č	
			WRIM=638.62 INV=635.67 (6" DIP N)	ALL PIPES ARE ±8"				ngineering,	nsultin
			INV=635.52 (6" DIP SÉ) WATERMAIN	STRUCTURES				eri	state Cc
			EX VALVE VAULT (NEW) IM=639.28	2 EX VALVE VAULT RIM=638.95	1			jē	Real Est
			PER RECORDS THE NEW MAIN GOING EAST IS 10"	RECORDS SAY IT IS 8"				Jir	•
			D.I.P. AND THE SOUTH IS 8" - RECORD SHOWS NO MAIN HEADING NORTH, BUT	3 EX VALVE VAULT RIM=638.55 T/P=633.75				Ē	Engineering
			IS VISIBLE IN FIELD. RECORDS SHOW IT	THIS IS A NEW MAIN ALSO RECORDS SHOW NO VAULT HERE BUT FOUND IN FIELD		,	A		CIVILE
			CONNECTING TO OLD MAIN COMING FROM VAULT NO. 2 BUT NOT VISIBLE IN				5		
			FIELD 4 EX VALVE VAULT RIM=637.46	5 EX VALVE VAULT RIM=637.42			5		1
			FULL 05 J. 40 FULL 07 SLT AT ELEV.=634.76 MOST LIKELY HAVING BEEN PART 05 THE OLD MAIN CONNECTING TO VAULT NO. 2, RECORDS SHOW NO VAULT HERE WHERE	RECORDS SAY THIS IS 8"			Υ Υ	7	
			CONNECTING TO VAULT NO. 2, RECORDS SHOW NO	AND GENERALLY AGREE WITH FIELD MARKINGS AND CONNECTION TO NEW MAIN	Pf	ROJEC	T NO	6391202	1
			FOUND IN FIELD	IN THE EASTERLY SIDE OF THE RIGHT OF WAY	D,	ATE _		12/09/2 1"=20	2
			6 EX VALVE VAULT RIM=638.02 UNABLE TO OPEN		Pf	ROJ.	MGR ASSOC.		3
				<u> </u>	Df	_	BY	TU FT	1
							SHE		
					•	12	2 OF	20	
Dra	awing: S:\6	3912021 -	March 04, 2023 622 GRACELAND AVE APTS\300_ENGINEERIN	9:10:05 a.m. AcadVer:22.0s (LMS Tech) NG\310_CADD\FINAL\639_BASE_CITY.DWG		_	-		
				Page 2	7	01	f 50	5	-

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RWG ENGINEERING, LLC PROJECT SPECIFICATIONS

GENERAL CONDITIONS

INT<u>RACT INCLUENTS</u> The Standard Specifications listed on the title sheet, these Inprovement Plans, the Special Provisions, General Conditions, and Subsequent Betails are all part of the Contract Documents. Incidental Heres on accessories recessary to complete the earch near not be specifically noted by fur are to be considered a part of the contract

The creative to compare the work may not be specifically noted, but we to be considered at part of the control of the notice of the control of the control

<u>VIRXYMANNIP GUARANTEE</u> UI work performed under this contract shall be guaranteed against all defects in material and workmanship of hatever nature by the contractor and his surely for a period of one year from the date of final acceptance of the work by the applicable governmental agencies and the owere.

FINH PAYMENT Prior to acceptance by the owner and final payment, all work shall be inspected and approved by the owner on his representative. Final payment will be nade ofter all of the contractors' work has been approved and accepted, and in accordance with the contract documents.

¹ accordance with the contract wountrust <u>IGHAVASDAUACCONTRUCTINE PROVISE</u> <u>IGHAVASDAUACCONTRUCTINE PROVISE</u> <u>IGHAVASDAUACCONTRUCTINE PROVISE</u> <u>IGHAVASDAUACCONTRUCTINE</u> <u>IGHAVASDAUACCONTRUCTION</u> <u>IGHAUACCONTRUCTION</u> <u>IGHAUACCONTRUCTION <u>IGHAUACCONTRUCTION</u> <u>IGHAUCCONTRUCTION</u> <u>IGHAUCCONTRUCTION</u> <u>I</u></u>

XISTING UTLITIES based to the setting utilities within public right-of-may are shown on the plans according to available records based to the setting of the responsible for determining the exact location in the field of such utility lines and their protection from damage during construction. If evidenting utility lines of any nature are encountered which corflict in protection row and damage during constructions. The working utility lines of any nature are encountered which corflict in protection from resolved.

The contractor shall review the construction documents and determine all required improvements and verify all quartities as may be provided by the engineer or owner for bibding purposes, and report any discrepancies to the engineer. The contract price submitted by the contractor shall be considered as lump sum for the completed moject unless there is a plan revision or written change to the scope of work.

NCIDENTAL CONSTRUCTION Whenever the performance of work is indicated on the plans and no item is included in the contract for payment, he work shall be considered incidental to the contract and no additional conpensation will be provided.

Mattransfer of construction parations on a construct to the construct on parations in the pointed Mattransfer (IT) FRAINGE During construction operations any loose material draining flow line shall be renoved at the close of each structures, directly and the structure of the struct draining flow line shall be renoved at the close of each doy. Draininge may be achieved by distring, purping, or any other acceptable nethods failure to provide positive draininge million exclusion of construction requested use to delays or unsitudies materials created as a result thereafter, at the conclusion of construction operations all drainings structures and flow lines shall be free from dirt to deform the const shall be considered indefinited to the construction acceptable and before the structures and flow lines shall be free from dirt to the construction operations all drainings and the structures and flow lines shall be free from dirt on deforms. This excit shall be construction operations all draining structures and flow lines shall be free from dirt to the construction operations and the structure for the structure for the structure for the structure of the st

IMPETIC CONTENT. In econtractor is responsible for the installation and maintenance of adequate signage, traffic control, o marning devices to inform and protect the public during all phases of construction. All barricades and warning sig final le provided in accordance with the IDI Standard Specifications. Adequate lighting shall be analyticade final le provided generation of the standard Specifications. Adequate lighting shall be analyticade upplicable governmental agency. Traffic control items shall be in accordance with the IDIT "Manual on Unifor insfit Control Devices".

NATHINIT REMUXAUELACENT Dating personent type powents or other personent inprovenents which abut or otherwise interfere with proposed inprovements and must be removed shall be say cut full depth prior to removal. Hens so removed shall be epicaed with sime? construction materials to original condition or better. Payment for say cutting shall be epicaed with sime? construction materials to original condition or better. Payment for say cutting shall be proposed in the sime? Construction of the sime of t

I<u>REE PROTECTION</u> Xisting trees not scheduled for removal shall be protected from damage. Trimming and sealing shall be in iccordance with IDDI Standard Specifications.

PRISTING SIGNAGE 1 MAIL DUCS Calify Signage and mail backs that interfere with construction shall be removed, stored, and replaced/reset by the contractor in accordance with the IDDI Standard Specifications. Danage to these items shall be regulard/replaced by the contractor at its expense. Tengorry malbox facilities shall be provided as an incidenti

CRISING FIELD TILE Field the encountered auring construction shall be connected to proposed storm sever on extended to outlet into a proposed devices of the several state of the shall be repaired with new pipe of same size and naterial for better) and restored in acceptable operating condition at the original grade. Records of location and elevation shall be node by the contraction and numbers of the original grade. Records of location and elevation shall be node by the contraction and numbers of the original grade. Records of location and elevation shall be node by the contraction and numbers of the original grade. Records of location and elevation shall be node by the contraction and numbers of the original grade. Records of location and elevation shall be node by the contraction and numbers of the original grade.

CONSTRUCTION DEBRIS CLEAN-UP The contractor is responsible for removal and disposal of all excess material and debris resulting from his construction constructors is negative static program.

CONSTRUCTION RECORD The contractor shall keep a set of approved construction plans on the joksite, and shall maintain a legible record set. Upon completion of the constructed, wolfloctbox/citerestors to alignent/installation of proposed improvements, set. Upon completion of the constructor's server, said record documents shall be provided to the engineer. Final payments shall not cone due until this information is provided to the engineer.

We<u>chne cullence</u> These plans are plans taitable for mothine guidance purposes. Should these plans be used to prepare files for These plans are the engineer shall be in responsible charge of digital terrain model (DTM creation, and the project surveyor shall be in responsible charge of site calibration. This work is an additional service requiring negotiated compensation to the engineer and surveyor.

SAFETY & CONSTRUCTION EXECUTION The contractor shall contry with the rules and regulations of IDSHA and appropriate authorities regarding jobsite active provisions. The engineer and amer are not responsible for the construction means, methods, techniques, sequencies or procedures; the for performance, programs, or for any safety precludions used by the contractor the the contractor is soldy responsible for execution of his work macconducted the contract documents.

The UNIXENTED IN THE ADDRESS AND ADDRESS ADDRE PROJECT SPECIFICATIONS

SOIL EROSIONS AND SEDIMENT CONTROL

I MUL INDUSTRY PROFESSION AND ADDRESS OF A DRESS AND ADDRESS AN

S<u>VPPD</u> A copy of the Stormwater Pollution Prevention Plan (SWPPP) shall be kept onsite with all supplemental naterial as non-wind per NPDES General Pernit No. ILRID. Construction operations shall conform to permit requirements.

T<u>IC PREPARAIIDN</u> Prior to clearing and grading, perimeter sit fence shall be installed, and onsite sediment control measures shall be constructed and functional per the soit erosion and sediment control pian. The contractor shall construct ditches, sediest, sediment traps, and situation control necsores to intercept surface waters prior to conveyance onto solucion: proprieds, routing surface flow to onsite treatment facilities.

STABILIZED CONSTRUCTION ENTERANCE Temporary graved construction entrances shall be installed and naintained to prevent sedment from being trucked offsite.Sedment reaching a public road shall be removed by shoveling or street sweeping at the end of each work day. Loose noterial deposited in the flow line of any gutter or drainage structure shall be removed at the end of each work day.

<u>IDPSDIL_STOKP[LES</u> TopsDIL stockpiles shall be seeded within seven (7) calendar days of completion for erosion control, unless they will be distributed within fourteen (14) calendar days. Stockpiles shall be encompassed with a sit fence.

<u>NUST CONTROL</u> Bust control shall be performed on a daily basis using water dispersed from a truck mounted tank with a standaro dircharde Header for wiform application rate.

<u>DE-VATERINA</u> During de-matering operations water shall be pumped into sediment basins or silt traps. De-matering directly into Field tile or stormmater structures is not permitted. Vater pumped during construction operations shall be fittered.

S<u>TABLIZATION</u> Disturbed meass shall be stabilized by seeding within seven (7) days of completion of disturbance unless the area wil he disturbed within fourteen (14) days. Tenporary seed nixtures shall be applied at a rate of 64 libs/acre.

SEDNETL BASING. Views Sciences is nouted through proposed detention basins to allow for settlement of suppended silt and debris, the basins shall be constructed at the start of the project. Basins shall be sufficiently over-excavated to provide appropriate volume for sediment collection.

IN<u>LET PROTECTION BASKETS</u> Inlet protection devices shall be installed in each onsite and adjacent offsite drahage structure. (SEE PLANS)

BRAINAGE SYSTEM MAINTENANCE All storm servers, catch basins, surps, and detention basins provided with this project shall be cleaned at construction completion and prior to final acceptance. Cleaning may also be required during construction if the traps are not functioning properly.

IN<u>BEFICTIONS</u>. The contractor shall hispect all erosion control mesures at least once every seven (7) culendar days, and within 24 hours of a storm event of 0.3 inches on greater (or equivalent snowfall) and in accordance with MPES quidelines. Necessary regions on clean up to inclusifu the effectiveness of the control messaries shall be done heredately.

CLEANLP All erosion and sediment control measures shall be removed and disposed of in accordance with applicable novernmental agency requirements within 30 days of final site stabilization. I. EXCAVATION AND GRADING - (EARTHWORK)

CENERAL STAILBARS Unless specifically nodified below, all excavation and grading - (earthwork) shall be done in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction in Illinois," as published by IDDT, Letert Edition

SITE PREPARATIONS Prior to onset of SITE REPRARTIONS Prior to onset of operations, the contractor shall become familiar with the soil erosion control specifications. The establishment of erosion control procedures and the placement of filter fencing, etc. to protect adjacent property shall occur before nass grading begins, and in accordance with the inglementation schedule. Tree protection fencing shall be placed around any trees designated to be preserved within the construction zone. Fencing shall be placed in a circle centered around the tree, such that the entire drip zone destent of furthest extended branches) shall be within the fence limits. The existing grade within the fenced area shall rendn

<u>Execution</u> Development of posting structures, powenents, curies, flatmenk, utilities, etc. shall be disposed of at an offsite durp bene beneviated by the contractor. Desite disposal all only be allowed if approved by the cenere. Existing ester wells shall be closed and capped in accordance with the illuhois Vater Veli Construction. Code, as published by the Bepartment of Public Health. Existing septic tanks and presse traps shall have all liquids and solids renoved by a licensed easte having prior to structure renoval on filling by the contractor.

CLEARING AND GRUBBING Unless noted for preservation, all vegetative growth including trees and tree stumps shall be removed from the construction group. IfFelte microsal shall be assumed unless permitted othermise by owner.

Attachment 7

TURNEL ACTIVAL Topold shall be stripped from all noadesy, driveray, parking area, right-of-reay, building pad and other designated structural areas. Stockpilling on topold from respread shall be at locations as directed by the phan one inch disperts, and other litter or exast products and conducts to phan typest. Failure to procept stant one stockpilling operations shall not constitute a class for additional compensation. No naterial shall be right-of-read.

<u>INSTITUEE MATERIAL</u> <u>Despised material shall be removed from roadesy, driversy, parking lot, building pad, and any other beighted as a set. Bivolarly soft underlying soil shall be removed from all structural hypownerst areas, areas to receive (a), fil, and wherever else despination on the site. If underlying structural subgroups soils rut deeper than one inch under construction equipment or if the noisture content exceeds that needed for proper compaction, the call shall be scattering, adhered and recompacted to the required specifications.</u>

EXCAVATION AND EMANAGEMENT with recompacted to the required specifications. EXCAVATION AND EMANAGEMENT Upon completion of topsoil removal, the contractor shall perform excavation and embankment (Fill) accordance with the improvement plans.

uctural embankment material shall be placed in level uniform layers so that the compacted thickness is roximately six inches. Each layer shall be thoroughly mixed during spreading to insure uniformity.

Ebonkment naterial within roadway, driveway, parking areas, and other structural clay fill areas shall be compacted to a ninkuw of niety percent 1900 of maximu density (nadified practor nethad), or to such other density as determined appropriate by the soils engineer. Deakanement for building pois shall be compacted to a ninkum of ninety-five percent (350) of naximu density (nadified practor nethad), or to such other density as determined appropriate by the soils engineer.

Inbankment material within non-structural fill areas (random fill) shall be compacted to a minimum of eighty-five percent (85%) of maximum density (modified proctom method), or to such other density as determined appropriate by the solis engineer.

All subgrades for proposed street and pavenent areas shall be proof-rolled by the contractor and any unstable areas shall be removed and replaced as directed by the soils engineer.

<u>RACKFILLING CURBS. PAVEMENT. FIC.</u> Curbs, pavements, sidewalks, etc. shall be backfilled by the contractor after installation in accordance inprovement plon grades.

IDPODL BECREAN Except where otherwise noted, the contractor shall respread a minium six (6) inch layer of topsoil on all designated open space, parkway, landscape, and other non-structural areas.

EXCESS MATERIAL Unless otherwise approved by the owner, the contractor shall remove from the site any excess or earth naterial.

<u>SEEDING</u> Upon completion of topsoil respread, the contractor shall install seed and fertilizer as indicated on these incrovement plans or per owner provided landscape plans.

<u>INSECTION BY THE SOLE ENGINEE</u> The General provided sole anglement solutions particularly during the removal of unsultable natural and the construction of embedianents or building bads. All testing, inspection solution entry the responsibility of the sole sequence.

GRADING TULERANCE Building pad leventons, subgrades for pavenent, driveways and sidewalks, and all yard/open space areas shall be completed within a tolerance of plus or minus 0.1 foot of design subgrade elevations.

UTILITY INSTALLATION PREPARATION Prior to utility construction, proposed pavenent areas, building pads, driveway and sidewalk areas, and yard/open space areas shall be rough graded to plus or minus one foot of design subgrade elevations.

NOTE BEGARDING PLAN GRADES Grade elevations shown on the improvement plans are Finished grades. Pavement and/or topsoil respread this/interests must be subtracted to determine subgrade elevations.

SITE DRAINAGE MAINTENANCE Grading and site inprovement construction shall not cause ponding of stormwater. All areas adjacent to inprovements shall be graded to provide positive site drainage.

1. BORING REPORTS A BORING REPORTS or band contracts. The engineer and cover note no representation or sorranty regarding the information r band contracts. The engineer and cover note no representation or sorranty regarding the information tracked in the boring loss. The contractor is encouraged to anale his on investigation and plan his work cordingly, Arrangements to enter the property during the bid phase may be node with the owner. There will no additional payent for expenses incurred evaluating from obverse solar or ground water conditions.

SUBGRATE TEXTON CRITERIA Pavement subgrade shall have a ninhum IBR of 30 as determined by the sols engineer. The proposed pavement design has been based on a ninhum IBR of 30. If areas of pavement subgrade are encountered which do not neet the minimum IBR requirement, subgrade remedial work or pavement design revisions will be ordered by the oment do bits equivalent pavement strength.

UNDERGROUND UTILITIES - UNIVERSAL

LIMINATION LIMINATION AND A CONSTRUCTED IN ACCORDANCE with the "Standard Specifications for and Swer Man Construction in Illinois", Latest Edition, along with applicable sections of the "Standard cations for Road and Bridge Construction in Illinois" as published by IIDT, Latest Edition, and the uction details and specifications of the applicable governmental agency.

<u>GRNEBAL WIRK SCOPE</u> Underground willy construction shall include trenching or augering; installation of pipe, structur castings; backfiling of trenches with compaction; and testing as required. Fittings and accessories more complete the work may not be specified, but shall be considered incidental to the cast for the contract.

<u>count perspective</u> Rough perspective found perspective commencement of underground utility construction.

<u>DE-VATERING</u> The contractor is responsible for dewatering any excavation for the installation of sever or water Dewatering will be considered incidental to the respective underground utility construction.

SHEETING AND BRACING Any anticipated costs for sheeting and bracing shall be reflected in the contract amounts. Additional costs for sheeting and bracing will not be allowed.

STECT GRANA BACCTIL All utility tranches beneath existing or proposed pavement, driveways and sidewalks, and existing or proposed utilities (ic. rossings) and for a distance of three (3) feet either side of same for more for deeper utilities material and firmly compacted in accordance with the construction standard details.

<u>XXEES TRENCH MATERIAL</u> he contractor shall spread excess excavated trench material adjacent to the trenches in an orderly fashion io as not to create a hazard or obstruction, and to maintain the site in a workable condition.

DISSIMILAR MATERIALS/PIPE CONNECTIONS "Band-Seal" or similar flexible type couplings shall be used when connecting sever pipes of dissimilar noterials. When connections to an existing sever main by mans other than an existing site, tee, or an existing structure, or Uncluer coning of sever main with proper tools ("Shever-Tap' nachine or similar) and installation of hub-sye or hub-tee cade. le rection of pipe (breaking only the top of one bell) and replace with precast wve or tee

Kenove entire section of pipe correcking only the top of one bell and replace with precast ways of tee branch section Using a pipe cutter, neatly and accurately cut out desired length of pipe for insertion of proper fitting, using a non-shear hission coupling to hold asserbly finnly in place

UTILITY STRUCTURE SELECT BACKFILL Where select granular bedding and backfill is required around utility structures, the cost for same shall be merged into the structure cost.

<u>STRUCTURE CASTINGS</u> Frames and lids (or grates) for sanitary, water main and storn sever structures shall be as indicated on t plans, and the cost of same shall be integrated into the respective structure cost. ALLISTING REAS All STRUCTURE Shall Incorporate a ninimum of three (3) inches and a naxinum of eight (8) inches of adjusting nings (the (2) migs maximum).

<u>INCLURE ADJUSTBOIL</u> AL (SQ) of Assess for utility structures (including 8-Boxes) shall be adjusted to meet final finished grade upon completion of Finished grading and final inspection (cost incidenta). The contractor shall insure that roadesy, curb, and pavement linets on structures (frames and grates) are at finished grade.

Litizitzini, A NU VIRTICAL SPRATION OF VATER AND SAVER MAIN Horizontal and vertical separation between water and sever nains shall be naintained in accordance with the severage 18, 97, 02, 02, 02, 03, 04 4.

TIONE DEALNE AND FOUTINE BEARS All Room deals and Room deals and pumps shall discharge into the sanitary seven All doamsports, footing drains and subsurface stommeters shall discharge into the storm seven or onto the ground - not into the

CINETIME.CIDE <u>ACCERD</u> The contractor shall nontain a legible record on a set of construction plans information concerning all manholes, wyes and services, valve boxes, curb boxes, etc. such that they can be field located in a manner acceptable to the applicable governmental genry.

UNDERGROUND UTILITIES - SANITARY SEWER

<u>SANITARY SEVER PIPE</u> Sanitary sewers and services (or combined sewers in combined sewer areas) shall be constructed of one or more of the following materials as specified on the plans:

PVC gravity seven pipe conforming to ASTM D-3034 for pipe diameters of 4 inch to 15 inch, or conforming to ASTM F-57 for pipe deveters of 18 inch, at 48 inch, with minum SIR 67 26, and with Elastonerc gasket to ASTM F-304 of D-263 with source constructions and the source construction of the source construction of

SANITARY STYFE BEDDING Sanitary seems shall be installed on compacted granular crushed stone bedding. 1/4 inch to 3/4 inch in size IDDI graditation CP-1 or CD-13), with a nimium thickness of one fourth of the autiside pipe dometer, but not sanitary seem and services. Cost for bedding shall be nerged into lineal faotage cost for the respective seem nimery seem and services. Cost for bedding shall be nerged into lineal faotage cost for the respective seem

pipe. <u>SWITARY STVER MANHILES</u> Manhades shall be 4 food dianeter precast reinforced concrete structures with eccentric cones. Cone of shall be centered parallel to nonline flow. Structure sections and adjusting rings shall be securely see each other using resilient, flowber, non-hordering, preformed bluenicus nastic (Ban-Net or approved shall be centerposed with appropriate steps, frome and IId, and if indicated shall include an internal or er chinney seal (see construction standard detail). TESTING

IIMG itary severs including manholes and service lines shall be subjected to either an infiltration test or air test di deflection test for floxible pipe) by the contractor. Allowable infiltration shall not exceed 200 galloms per diameter of pipe per mile per day. Vacuum testing of manholes shall be in accordance with ART D-1244. Ving procedures shall be in accordance with the Standard Specifications for Vater and Sever Main struction in Illinois. The contract of shall conduct the testing with all applicable governmental agencies.

Interviewand Wahn line sonitary sewer shall be televised prior to acceptance and a DVD shall be provided to applicable governmental agencies. Corrective work required shall be done immediately. Cost for televising shall be nerged into the unit price for the sever pipe. UNDERGROUND UTILITIES - WATER MAIN

With the second seco

EIIIINGS Vater mah fittings (bends, elbow, tees, increasers, reducers, etc.) nay on may not be specifically referenced or the plans and quantities – if not, they shall be considered incidental and included in the lineal footage coast for the ester main.

DEPTH DF COVER - MAIN AND SERVICES Minimum depth of cover from finished grade to top of water main or water service pipe shall be five and a held (55) to the service pipe shall be five and a

THENET ELECTION Thrust blocking shall be installed with water nams at all bends, tees, elbors, etc. (see construction standard detail. Retainer glands on regge-Lg fittings may be substituted if permitted by the applicable governmental aserx; Ocas to elbors to be enroged into lived jotage cost for the water nam.

<u>VATE: MANN BEINNA</u> Vater main shall be installed on compacted granular crushed stone bedding, 1/4 inch to 3/4 inch in size (100 grassitan CA-6), a minhum of 4 inches below the bottom of the pipe and extending upward to the springhen (2/2 the pipe dometrix).Cost for bedding shall be merged into liver in fortage cost for the ster has BILMINUS PAVENT BILLING PAVENT full consist of the sub-base course, base course, hot-mix asphalt kinder course Billing and aggregate for the hot-mix sufface course mixture shall Billing and hotes. A preve course shall be applied to sub-base course for base course as indicated on the plans. A tack coat shall be applied to the binder c prior to sufface course placement.

<u>VATE: VALVES</u> Unless specifically noted otherwise, pate valves in accordance with the applicable governmental standard shall be used wherever valves are called for. Valves shall be iron body, bronze nounted, parallel resilient seat valves per AVA C-509. Valves shall be rated for 300 psi test pressure and 200 psi working pressure.

<u>VALVE VAULTS</u> Valve vau'ts shall be used at all valve locations. Vau'ts shall be precast reinforced concrete structures, diometer as noted on the plans. Vau'ts shall include appropriate frames and lids (see construction standard

<u>RESIDET IACS</u> Where indicated on the plan, pressure tap operations shall be done while naintaining system pressure in the existing main. The existing nois shall be cleaned prior to installation of the tapping sleeve. Tapping valve shall confron to AVAK C-500. Vock i, bapports, reme, noi kill shall canfine to the construction standord sets.

THE LIMPARTS hyperants shall be of the nervulacture and endoped with ouxilary values and value boxes in accordance with the applicable governmental agency's standard, thyranats shall be equipped with two 2.1/2 inch hose nozzi-connections and one 4.1/2 inch puncer port. Hose threads shall be the standard of the applicable governmental agency. Hydrants shall open left (counter-clockwise). Hydrants shall generally be located three (3) feet clean of the back of curb.

The second secon UNDERGROUND UTILITIES - STORM SEVER

The operation of the second se

The ALE BUILDE Store shares Builde Store shares with a minum induces of one fourth of the outside pipe deneter, but not less than (DDT produces with a minum induces of one fourth of the outside pipe deneter, but not less than 4 index on one than 8 index. Bedaing shall be readed upter 10 the spirighter of the pipe for concrete and a index on one than 8 index. Bedaing shall be not pipe for PVC pipe. Dast for beading shall be nerged into lineal footage cost for the respective seep pipe.

INLESS CATCH BASINS AND MANPLES All structures shall be pre-cast reinforced concrete (see construction standard details). Structure sections concertons shall be filled and securely sealed to sech other with Reinfau structure sectic Gaps is plage concertons shall be filled and securely sealed with non-brink involucil conent north. Franse and grates (or lids) shall be as noted on the plans and shall be securely grouted with non-shrink hydraulic cenent northor.

PIPE MATERIAL

CAST IRON SOIL PIPE

CTILE IRON PIPE

WATER MAIN QUALITY PVC 4-INCH TO 36-INCH 4-INCH TO 12-INCH 14-INCH TO 48-INCH

PIPE MATERIAL

EINFORCED CONCRETE SEWER PIPE

POLYVINYL CHLORIDE (PVC) PIPE 6-INCH TO 15-INCH DIAMETER SDR 26 18-INCH TO 27-INCH DIAMETER F/DY=46

IGH DENSITY POLYETHYLENE (HDPE)

0-INCH TO 60-INCH TRIPLE WALL

ALL SANTARY SEVER CONSTRUCTION (AND STORM SEVER CONSTRUCTION IN COMBINED SEVER ARE REQUIRES STORE BEDDING WITH STORE 54 "TO 1"IN SIZE, UTH MINIUM BEDDING THICKNESS EQ TO A THE CUTSED DAMETER OF THE SEVER FIPE, BUTNOT LESS THAN HORIK (4) INCHEN SOM ROM THAN EIGHT (6) INCHES. MATERIA, SHALL BE CA-7, CA-11 OR CA-13 AND SHALL BE EXTENDED AT LEAR ABOVE THE TOP OF THE PIPE VIEW USING PIC.

ALL MANHOLES SHALL BE PROVIDED WITH BOLTED, WATERTIGHT COVERS. SANITARY LIDS SHALL BE CONSTRUCTED WITH A CONCEALED PICKHOLE AND WATERTIGHT GASKET WITH THE WORD "SANITARY" CART INTO THE LID.

WHEN CONNECTING TO AN EXISTING SEWER MUIN BY MEANS OTHER THAN AN EXISTING WAY, TEE, OR AN EXISTING MANNEL, ONE OF THE FOLLOWING METHODS SHALL BE USED: A CREALEM ANY OT OF SYMER MANN MENORST TOOLS SEWERT THE MACHINE OR SIMELAR) b) REPORT AN EXISTING SEVERAL METHOD SHALL THE TOP OF ONE BILLY AND REPLACE WITH AVVY OR THE BANKET SKITING.

²⁷ A WYE OR TEE BRANCH SECTION.
() WITH PRE CUTTER, NEATLY AND ACCURATELY CUT OUT DESIRED LENGTH OF PIPE FOR INSERTION () WITH PRE CUTTER, NEATLY AND ACCURATELY CUT OUT DESIRED LENGTH OF PIPE FOR INSERTION OF PROPER PITTING, USING "BAND SEAL" OR SEMELAR COUPLINGS TO HOLD IT PIRMLY IN PLACE.

О ПОЛНОТ ПТИНА, СИЛИ ВИЛО ВИС О ВСЕ ОТВОЛНО СООРТИНАТО ТО ЛИСТИ ТО ПОЛНОТ ПОЛНОТ И ТОЛИСИ. МИНИТЕ НА КАКИТИКУ СООВИНСЯ ЗИКИЕ СО ВСЕ ОТВОЛНИ ОТТОЧКИ, ТО И ЧИЛИСИ НА ТОЛИСИ. ПОЛНОТОРИ РОССИМИ ОТ И ПОЛНОТИВИИ СО ПОЛНОТОРИ ПОЛНОТОРИ ПОЛНОТОРИ ПОЛНОТОРИ ПОЛНОТОРИ РОССИМИ ОТ И ПОЛНОТИВИИ СО ПОЛНОТОРИ ПОЛНОТОРИ ПОЛНОТОРИ ПОЛНОТОРИ РОССИМИ ОТ И ПОЛНОТОРИ ПОЛНОТИ ПОЛНОТОРИ ПОЛНОТОРИ

ALL EXISTING SEPTIC SYSTEMS SHALL BE ABANDONED. ABANDONED TANKS SHALL BE FILLED WITH GRANULAR MATERIAL OR REMOVED.

ALL SANITARY MANHOLES. (AND STORM MANHOLES IN COMBINED SEWER AREAS), SHALL HAVE A MINIMUM INSIDE DIAMETER OF 48 INCHES, AND SHALL BE CAST IN PLACE OR PRE-CAST REINFORCED

ALL SANITARY MANHOLES, (AND STORM MANHOLES IN COMBINED SEWER AREAS), SHALL HAVE PRECAST "RUBBER BOOTS" THAT CONFORM TO ASTM C-923 FOR ALL PIPE CONNECTIONS, PRECAST SECTIONS SHALL CONSIST OF MODIFIED GROOVE TONGUE AND RUBBER GASHET TYPE JOINTS.

5. ALL ABANDONED SANITARY SEWERS SHALL BE PLUGGED AT BOTH ENDS WITH AT LEAST 2 FEET LONG NON-SHRINK CONCRETE OR MORTAR PLUG.

CONTRACTOR DE LO MERCINE FUIG. 2. CONTRACTOR DE LO MERCINE FUIG. 2. CONTRACTOR DE LO MERCINE FUIG. SOCIETTO NOT NOTACIÓN DE LO MERCINE RECUEIDO TO RECITECT BUELDING, O MERCINATIO DE PERS-ALE INO LA MUNETO DE E CONTRACTO DO LO MENO DE LO MENO DE LO MENO PERS-ALE INO LA MUNETO DE E CONTRACTO DO LO MENO DE LOS MENOS ENTRACTOS DE LO MENOS DE LO DO LO MENO DE LO MENO DE LOS MENOS ENTRACTOS DE LO MENOS DE LO DO LO MENO DE LO MENO DE LOS MENOS ENTRACIÓN DE LO MENOS DE LO DO LO MENOS DE LOS MENOS MENOS DE LO MENOS ENTRACIÓN DE LO MENOS MENOS MENOS DE LO MENOS ME

ABCOFLOW PREVENTER IS REQUIRED FOR ALL DETENTION BASING TRIBUTARY TO COMEINED SEW REQUIRED BLOOKDOW PREVENTERS SHALL BE INSPECTED AND EXERCISED ANDUALLY BY THE PROPEN WHER TO EDSIDE FORCER OFERSTATION, AND ANY NECESSARY MAINTENANCES SHALL BE PROPEND INSURE TRUTCTIONALITY. IN THE VENT OF A SWIRE SUBCIVICACE INTO AN OPEN DETENTION AGOIN INSURE TRUTCTIONALITY. IN THE VENT OF A SWIRE SUBCIVICACE INTO AN OPEN DETENTION AGOIN INSURE TRUTCTIONALITY. IN THE VENT OF A SWIRE SUBCIVICACE INTO AN OPEN DETENTION AGOIN INSURE TRUTCTIONALITY. IN THE VENT OF A SWIRE SUBCIVICACE INTO AN OPEN DETENTION AGOIN INSURE TRUTCTIONALITY. IN THE VENT OF A SWIRE SUBCIVICACE INTO AN OPEN DETENTION AGOIN INSURE TRUTCTIONALITY. IN THE VENT OF A SWIRE SUBCIVICACE INTO AN OPEN DETENTION AGOIN INSURE TRUTCTIONALITY. IN THE VENT OF A SWIRE SUBCIVICACE INTO AN OPEN DETENTION AGOIN INSURE TRUTCTIONALITY. IN THE VENT OF A SWIRE SUBCIVICACE INTO AN OPEN DETENTION AGOIN INSURE TRUTCTIONALITY. IN THE VENT OF A SWIRE SUBCIVICACE INTO AN OPEN DETENTION AGOIN AGOIN AGOIN INSURE TRUTCTIONALITY. IN THE VENT OF A SWIRE SUBCIVICACE INTO AN OPEN DETENTION AGOIN INSURE TRUTCTIONALITY. IN THE VENT OF A SWIRE SUBCIVICACE INTO AN OPEN DETENTION AGOIN AGOIN

NON-SHEAR FLEDIBLE-TYPE COUPLINGS SHALL BE USED IN THE CONNECTION OF SEWER PIPES OF DISSIMILAR PIPE MATERIALS.

THE POLLOWING MATERIALS ARE ALLOWED ON A QUALIFIED BASIS SUBJECT TO DISTRICT REVIEW AND APPROVAL PRIOR TO PERMIT ISSUANCE. A SPECIAL CONDITION WILL BE ADDED TO THE PERMIT WHEN THE PIPE MATERIAL BELOW IS USED FOR SEWER CONSTRUCTION OR A CONVECTION IS MADE.

NCH TO 24-INCH DOUBLE WALL ASTM F-2736

<u>SPECIAL STRUCTURES</u> IF called for on the plans, special structures (headwalls, boxes, etc.) shall be in accordanc construction standard details.

Incremental prelimination of the Image of th

THE MWRD LOCAL SEWER SYSTEMS SECTION FIELD OFFICE MUST BE NOTIFIED AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF ANY WORK (CALL 708-588-4055 OR SEND EMAIL NOTIFICATION WIT PROJECT NAME, LOCATION AND PERMIT NUMBER TO WMONED ORGAN

THE VILLAGE OF PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO EACH PHASE OF WORK, CONTRACTOR SHALL DETERMINE TIME REQUIRING INSPECTION PRIOR TO START OF CONSTRUCTION OR EACH WORK PHASE

THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO BEDINNING CONSTRUCTION FOR THI EXECT LOCATIONS OF UTILITIES AND FOR THEIR PROTECTION DURING CONSTRUCTION. IF EXISTING UTILITIES ARE ENCOUNTERED THAT COMPLICE IN LOCATION WITH NEW CONSTRUCTION, IMMEDIATELY NOTIFY THE REMORES SO THAT THE CONFLICE ON BERSION, ED. CLU, JULLE AT 1400-982 0123.

ALL ELEVATIONS SHOWN ON PLANS REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) CONVERSION FACTOR IS _______ FT.

. MARD, THE MUNICIPALITY AND THE OWNER OR OWNER'S REPRESENTATIVE SHALL HAVE THE AUTHORITY TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION IMPROVEMENTS.

1. THE CONTRACTOR(S) SHALL INDEMNIPY THE OWNER, ENGINEER, MUNICIPALITY, MWRD, AND THEIR AGENTS, ETC., FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, OR TESTING OF THIS WORK ON THE REDICT.

THE REPORTED IMPROVEMENTS MUST BE CONSTRUCTED IN ACCORDANCE WITH THE ENGINEERING PLANS AS APPROVED BY MINED AND THE MARICEMENT VILLESS CHARGES ARE APPROVED BY MINED, THE MARICEMENT, ON ANTIPORTED RARY, THE CONSTRUCTION DETAILS, APPROVED BY MINED, THE E POLIDORD, MURTE CONSTRUCTION TECHNIQUES MUST BE FOLLOWED ON THE IMPROVEMENTS INCOLLED ON THE PLANS.

THE LOCATION OF VARIOUS UNDERGROUND UTILITIES WHICH ARE SHOWN ON THE PLANS ARE FOR INFORMATION ONLY AND REPRESENT THE BEST KNOWLEDGE OF THE ENGINEER, VERIFY LOCATIONS AND ELEVATIONS PRIOR TO BEGINNICS THE CONSTRUCTION OPERATIONS.

ANY EXISTING PAVEMENT, SIDEWALK, DRIVEWAY, ETC., DAMAGED DURING CONSTRUCTION OPERATIONS AND NOT CALLED FOR TO BE REMOVED SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.

MATERIAL AND COMPACTION TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUEREMENTS OF THE MUNICIPALITY, MARD, AND OWNER.

ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS DISTURBED DURING CONSTRUCTION SHALL BE ADJUSTED TO FINISH GRADE PRIOR TO FINAL INSPECTION.

. THE CONTRACTOR SHALL TAKE MEASURES TO PREVENT ANY POLLUTED WATER, SUCH AS GROUND AND SURFACE WATER, FROM ENTERING THE EXISTING SANITARY SEWERS.

A WATTER-TIGHT FULG SHALL BE INSTALLED IN THE DOWNSTERAM SEWER FIRE AT THE POINT OF SEME CONNECTION PRORA TO COMPRESENCE ANY SEWER CONSTRUCTION. THE FULG SHALL REMAIN IN PLACE UNTIL REMOVAL IS AUTHORIZED BY THE MUNICIPALITY AND/OR MARD AFTER THE SEWERS HAVE BEEN THYETTE AND AVEFORTIO.

3. DISCHARCING ANY UNPOLLUTED WAITER INTO THE SANITARY SEWER SYSTEM FOR THE PURPOSE OF SEWER PLUSHING OF LINES FOR THE DEPLICITION TEST SHALL BE PROVIDED WITHOUT PRIOR APPROVAL FEMAL TERMINER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WAITER AND SEVER PAIR CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WAITER AND SEVER PAIR CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS

ALL SANITARY SEWER PIPE MATERIALS AND JOINTS (AND STORM SEWER PIPE MATERIALS AND JOINTS IN A COMBINED SEWER AREA) SHALL CONFORM TO THE FOLLOWING:

ALL DOWNSPOUTS AND POOTING DRAINS SHALL DISCHARGE TO THE STORM SEWER SYSTEM

5. ALL FLOOR DRAINS SHALL DISCHARGE TO THE SANITARY SEWER SYSTEM.

D RAWINGS SHALL BE KEPT BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS SOON AS GROUND DIPROVEMENTS ARE COMPLETED. FINAL PAYMENTS TO THE CONTRACTOR SHALL BE HELD THEY ARE RECEIPEN ANY GHAVIOS THE LIGHTH, LOCATION OR ALLOWENT SHALL BE SHAVIN IN THE STS OR BRADS SHALL BE LOCATED FROM THE DOWNSTREAM MARHOLE ALL VALVES, B BOXES, TEES SO SHALL BE TIED TO A FIRE HYDRAT.

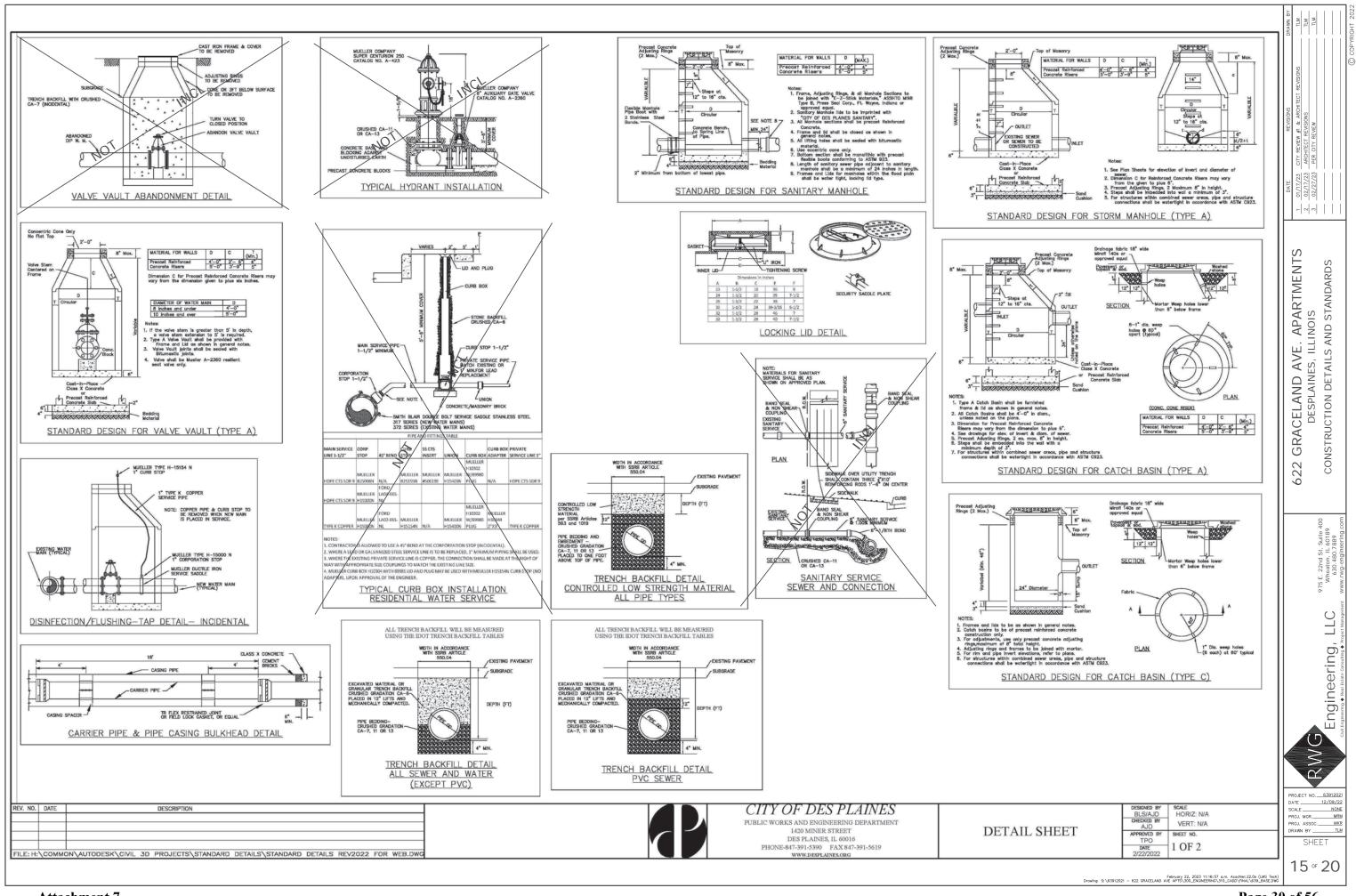
THE UNDERGROUND CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS TO NOTIPY ALL INSPECTION AGENCIES.

C. GENERAL NOTES

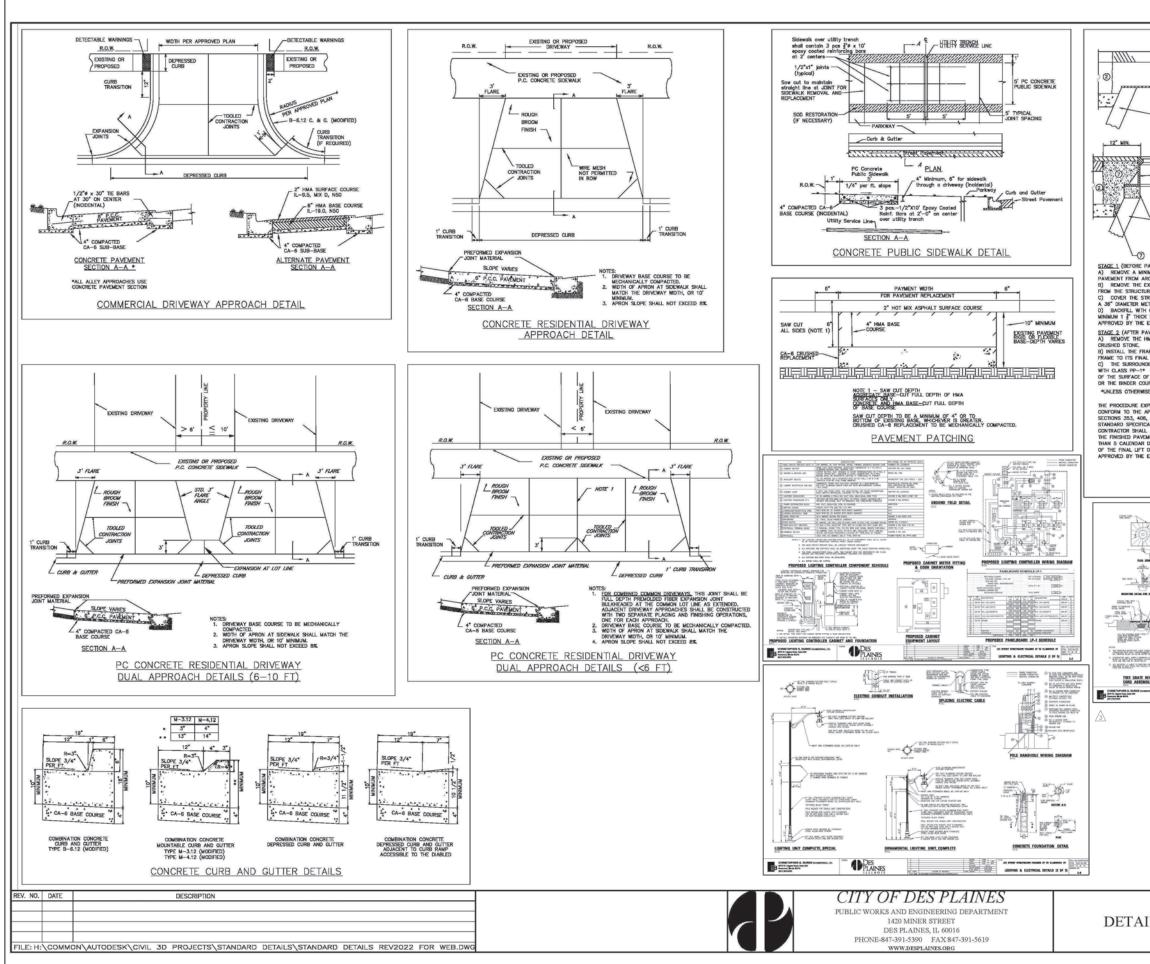
<u>STORM SEVER PIPE</u> Storm sewers and services shall be constructed of one or more of the following materials as specified on the

<section-header> YII EVERENT CLEARS AND SILEWARDS YIII PARENT TOMENTS YIII PARENTS YIIII PARENTS YIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII</section-header>	 shall be Phibhed by the excursion contractor titing of any discrepancies. Phin' to placement of provide to insure proper thicknesses for all base assession of the plane. The maximum size provide to insure proper thicknesses for all base assession of the plane. The maximum size plane course, hot-rik aphilit binder course, and bis as specified on the plane. The maximum size provide to insure course is placed, and arcture is at least 40 degrees fibrenheit and temporatures. to off the base until the binder course is placed, a "rok cost in all denged arcs in the binder, is as shown on the plans. All concrete pavement is: All concrete pavement Association crete Pavements." 		APARTMENTS DATE REVISIONS DRAWN BY 1 0/17/23 OFF REVISIONS DRAWN BY NOIS 2 02/17/23 ARCHITECT REVISIONS TM 0 0 2 02/17/23 PER OITY REVISIONS TM CIFICATIONS 1 0 0 1 0
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TECHNICAL GUIDANCE M		10/13/2022 STD. DWG. NO.18	PROJECT NO. <u>63912021</u> DATE <u>12/09/22</u> SCALE <u>NONE</u> PROJ. MGR. <u>MRM</u> PROJ. ASSOC. MKR
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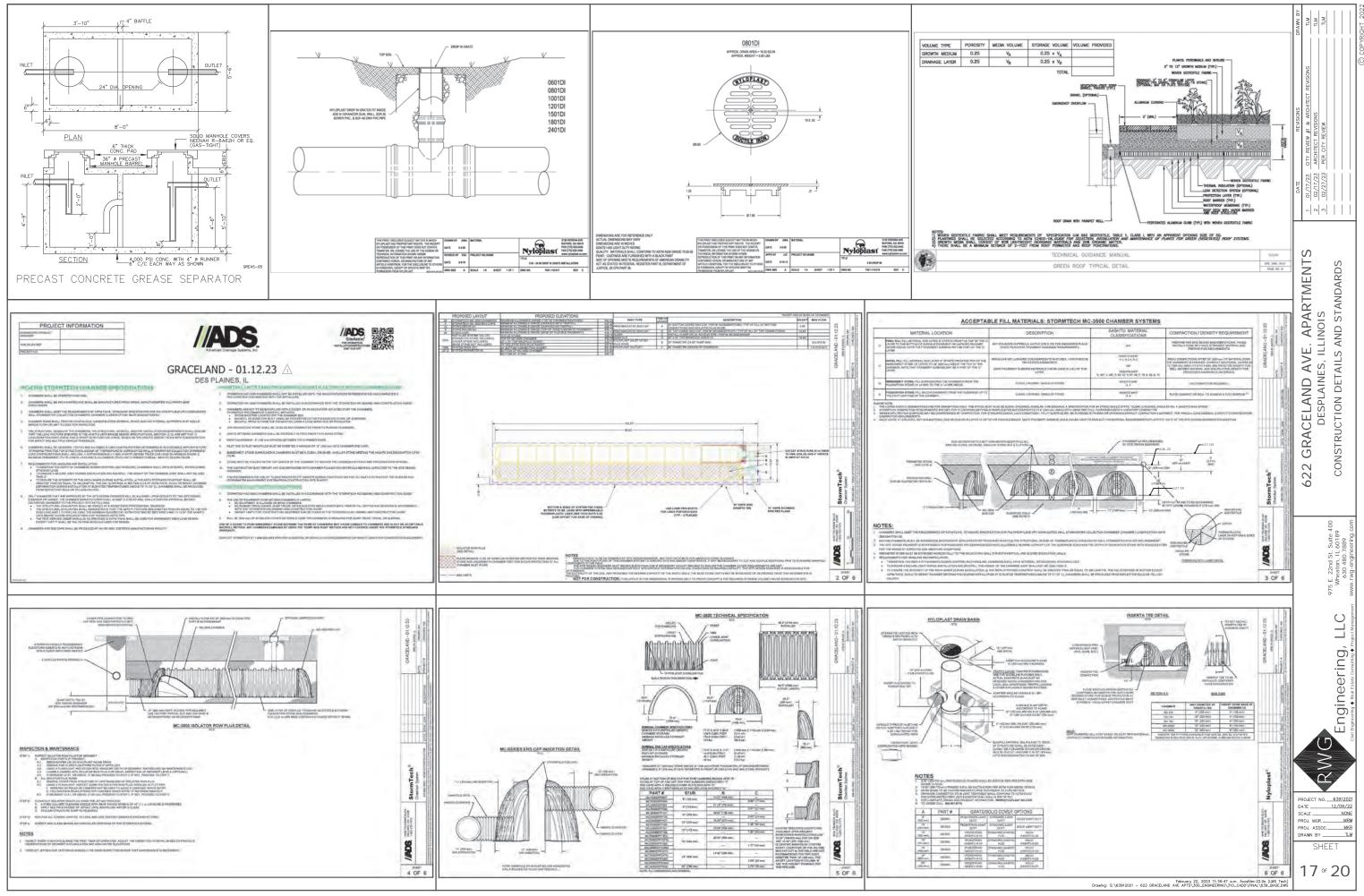


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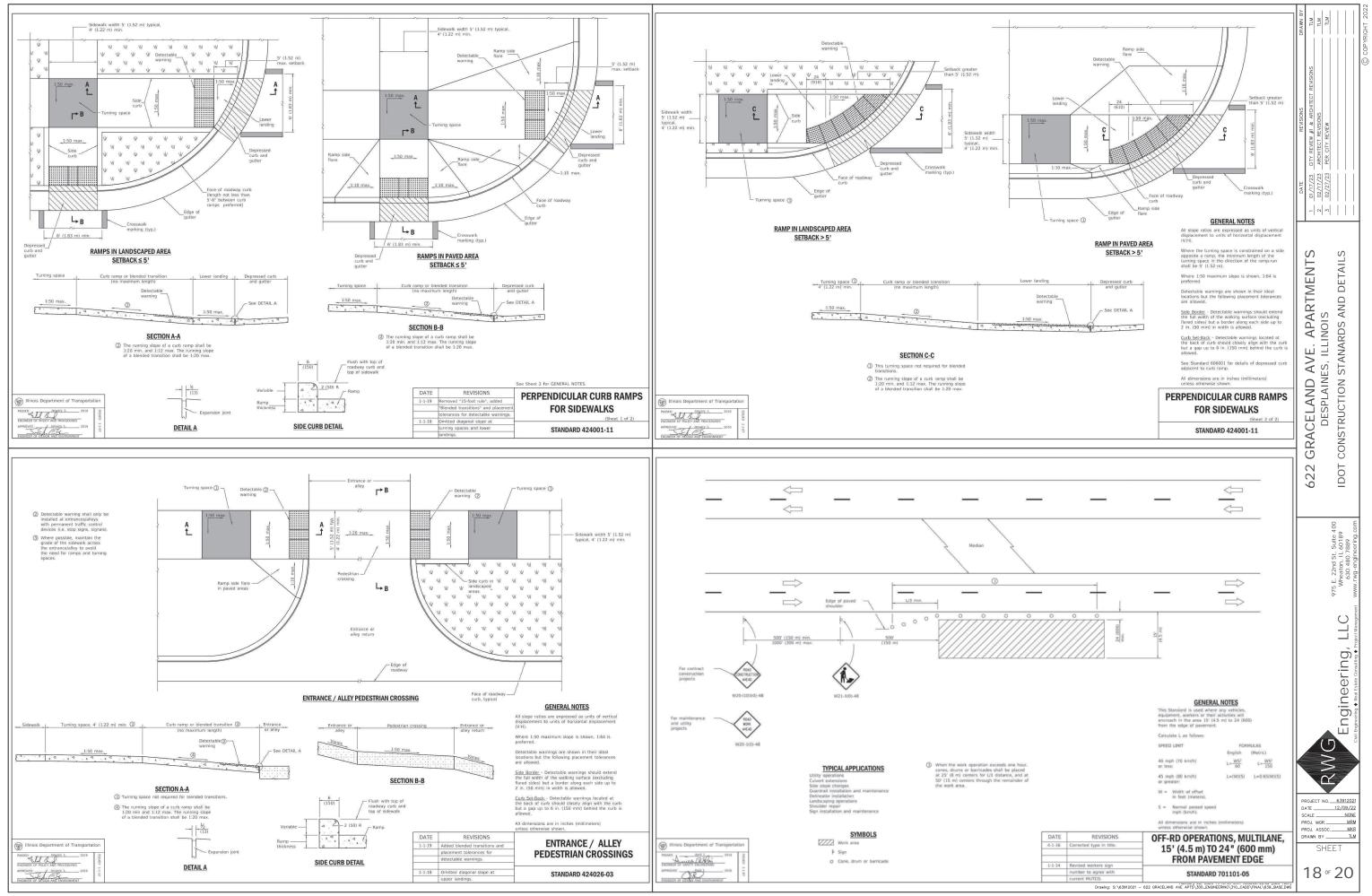


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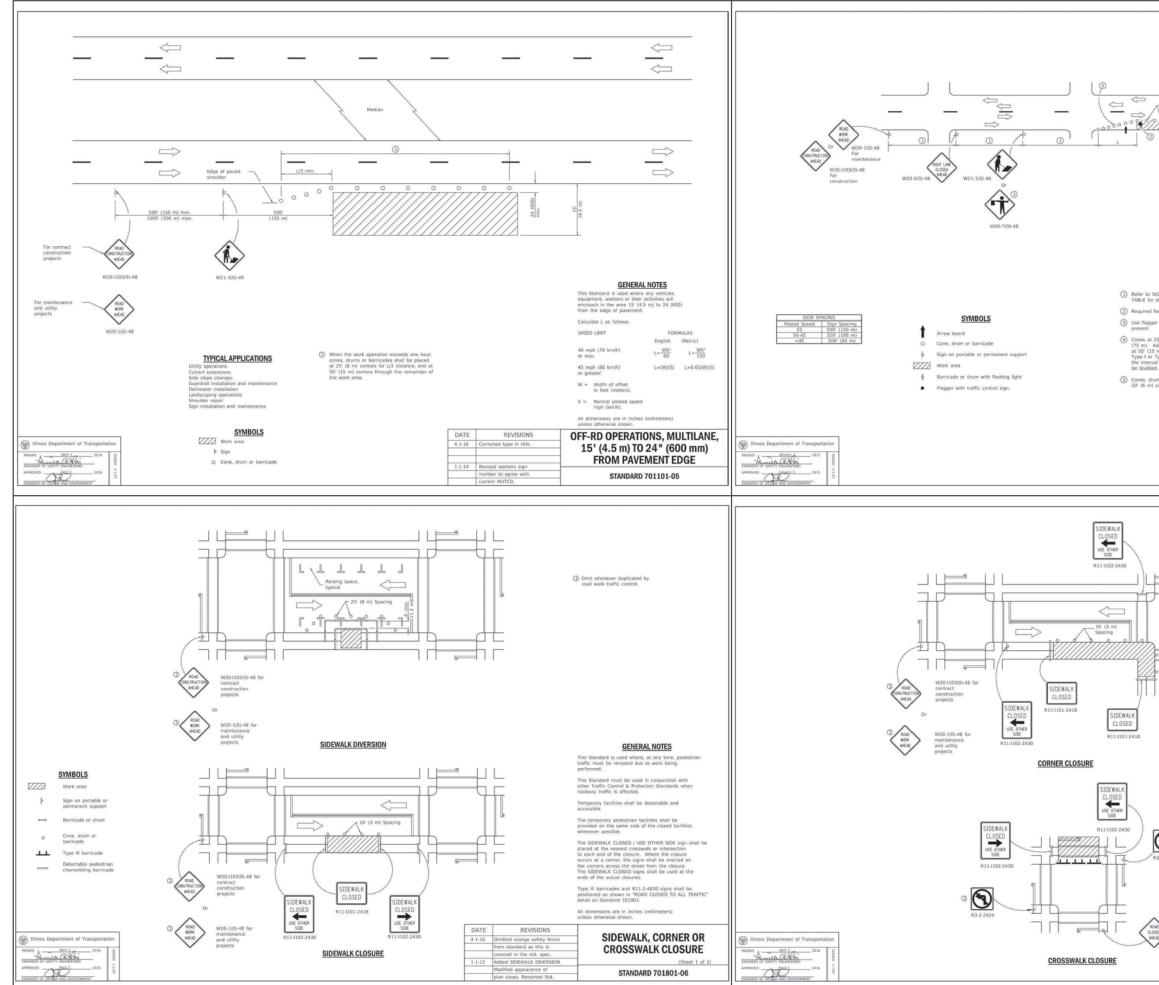
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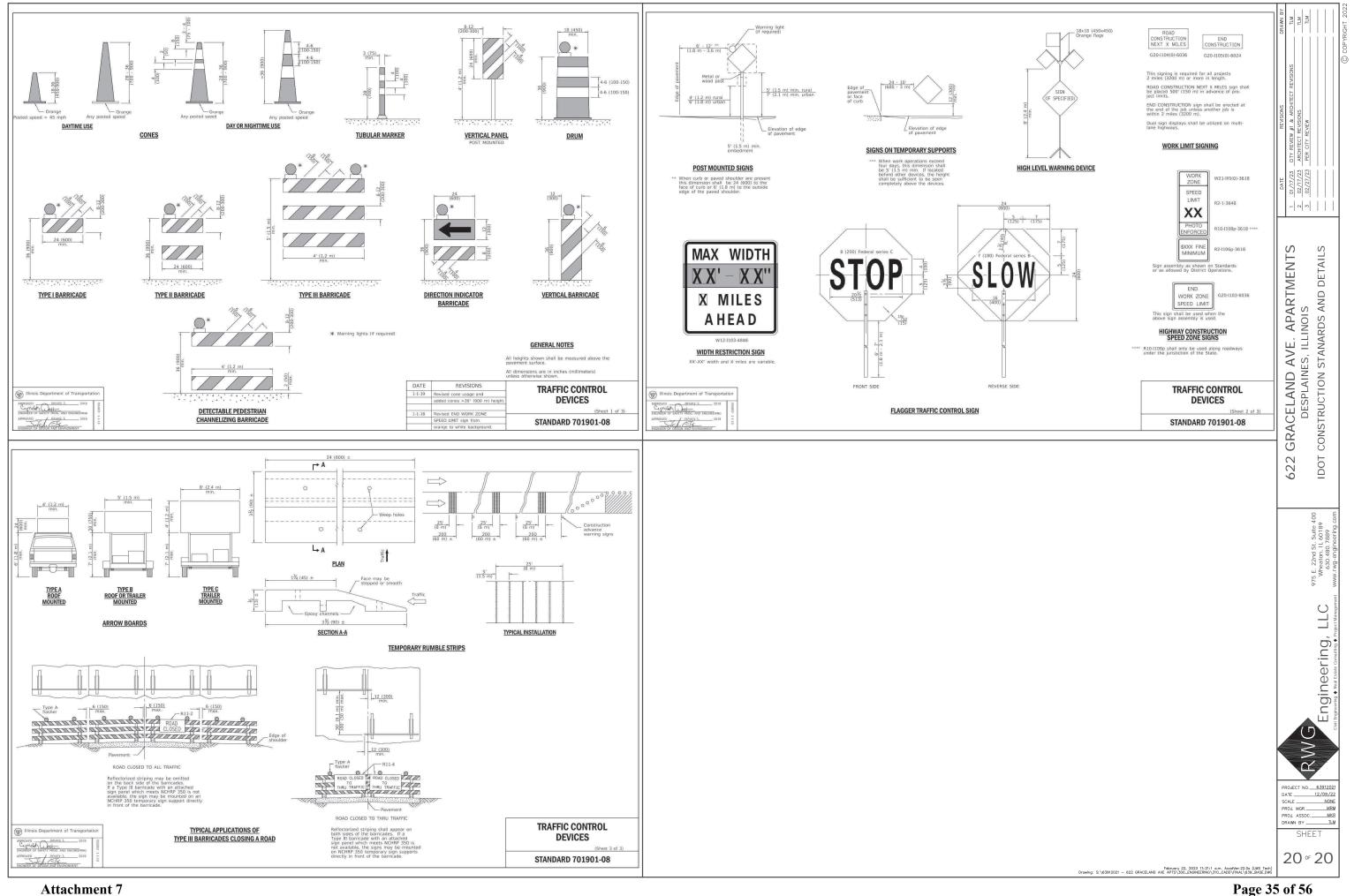


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STORM DRAINAGE ANALYSIS

FOR

GRACELAND APARTMENTS

DES PLAINS, IL

PREPARED FOR:

COMPASSPOINT DEVELOPMENT, LLC 2020 SOUTH COOK STREET, SUITE 210 BARRINGTON, IL (630) 577-5203



975 E. 22nd Street, Suite 400, Wheaton, IL 60189 630.480.7889

JOB#639-301 December 9, 2022 Revised January 17, 2023 Revised February 27, 2023

PROJECT & SITE DESCRIPTION

FINAL ENGINEERING PLANS

Graceland Apartments

DesPlaines, Cook County, IL

Project Overview:

The final engineering plans for Graceland Apartments include the development of a 1.205 acre site into apartments, restaurant space, and a park area. It is located at the northwest corner of Graceland Avenue and Webford Avenue.

It encompasses two lots combined together: Lot 1 of the new Subdivision Plat, and the "park area" (Parcel 4) to the west. Both lots are being designed together and considered new development by MWRD. Therefore, the entire 1.205 acre proposed site has volume control storage provided per MWRD requirements.

This project also includes the design of a new separate storm sewer along Webford Avenue. Stormwater from Webford Avenue will now **not** enter the existing combined sewer in Webford. Webford Avenue, along with the 1.205 acres of this project, will drain to the new storm sewer flowing west to the separate existing storm sewer in Laurel Avenue.

The proposed development is serviced by city water and a combined sanitary sewer. The sanitary connection is made on Webford Avenue. The watermain connection is made on Graceland Avenue.

A Soil Erosion and Sedimentation Control Plan is included with this phase of work and reflects perimeter silt fence and storm drainage protection. Erosion control measures are to be installed prior to commencement of demolition work and routinely augmented as work progresses.

Original Existing Site Drainage Conditions:

The 1.205 acre property drains in the same manor both in the existing site conditions and in the proposed site conditions. The site drains from north to south. All existing storm sewer onsite flows in that same direction. All existing storm sewer shall be removed onsite and stubbed and plugged at the property line.

Existing grades are matched on all four sides of the property lines. No previous stormwater storage, volume control or detention, was previously provided.

Proposed Site Drainage Conditions:

As stated above, the 1.205 acre proposed development drains in a similar manor as the existing conditions. Storm water is collected on the roof of the complex and drains through a 10" pipe on the south side of the building. An underground StormTech system is introduced to collect this drainage and provide volume control storage per MWRD requirements and also to reduce the rate of runoff from the site.

The "park area" also has volume control storage and drains into the StormTech system through a 10" ADS pipe. This pipe also carries a minimal amount of offsite flow that previously cut through the existing site.

The 100 year storm flow was calculated for this offsite flow and it was routed through the trench drain, in the pipe, and out the structure rim in the park to drain south to Webford Avenue. This is where it currently flood routes to.

For the sizing of the new storm sewer on Webford Avenue, a conservative assumption was made for a runoff coefficient of the single family lots draining to the street. We used a runoff coefficient of 0.80 for the storm sewer design and we estimated the drainage areas to include over half of the existing single family lots adjacent to Webford Avenue. The new storm sewer was designed below the existing combined sewer to avoid any existing sanitary service connections.

As far as any flood protection areas (wetlands, floodplains, and riparian environments) within 100 feet of this proposed development, that does not exist in our opinion. See FIRMette Map attached.

(See attached calculations for all back up information.)

RWG Engineering, LLC

STORM SEWER WORKSHEET

Designer: <mark>MRM</mark> Description: <mark>Graceland</mark>

YR.	
100	
FREQUENCY:	

ROUGH. COEFF. 0.013

RUNOFF COEFF: 0.80 (Conservative assumption)

BULLETIN 75 RAINFALL

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	ADL	ADDED	TOTAI	LAL		TIME	Ē			PIPE	PIPE		_					
HM-HM	تٍ	AREA	"C"	AREA	CXA	FLOW	T/C	-	σ	DIA	SLOPE	VEL	-1	CAP	UPPER MH	R MH	LOWE	LOWER MH
		AC		AC		MIN	NIM	IN/HR	CFS	Z	%	FPS	FT	CFS	RIM	INV	RIM	N
1-1A	0.80	0.04	0.80	0.040	0.03	0	10	6.48	0.21	12.00	0.35	2.68	7	2.11	637.20	634.20	637.25	634.18
1A-2	0.80	0.00	0.80	0.040	0.03	0	10	6.48	0.21	12.00	0.50	3.21	105	2.52	637.25	634.18	637.45	633.65
ex13-2	0.80	0.42	0.80	0.460	0.37	0	10	6.48	2.38	12.00	0.60	3.51	21	2.76	636.46	632.86	637.45	632.73
2A-2	0.80	0.24	0.80	0.240	0.19	0	10	6,48	1.24	12.00	1.20	4.97	5	3.90	636.35	633.70	637.45	633.64
						_												
2-3A	0.80	0.00	0.80	0.740	0.59	0	10	6.48	3.84	12.00	1.20	4.97	125	3.90	637.45	632.73	637.09	631.23
3A-3	0.80	0.00	0.80	0.740	0.59	0	10	6.48	3.84	12.00	1.20	4.97	7	3.90	637.09	631.23	637.05	631.15
apt-3	0.80	1.20	0.80	1.200	0.96	0	30	3.82	3.67	12.00	1.20	4.97	33	3.90	637.00	632.50	637.05	632.10
3-5	0.80	0.03	0,80	1.970	1.58	0	30	3.82	6.02	15.00	1.42	6.27	45	7.70	637.05	631.15	637.35	630.51
ex15-ex14	0.80	0.36	0.80	0.360	0.29	0	10	6,48	1.87	15.00	2.46	8.26	13	10.13	636.74	633.69	636.72	633.37
ex14-5	0.80	0.28	0.80	0.640	0.51	0	10	6.48	3.32	12.00	1.00	4.54	5	3.56	636.72	633.37	637.35	633.32
													_					
5-6	0.80	0.00	0.80	2.610	2.09	0	30	3.82	7.98	18.00	0.75	5.15	26	9.10	637.35	630.51	636.95	630.32
6-7	0.80	0.000	0.80	2.610	2.09	Ö	30	3.82	7.98	18.00	0.75	5.15	136	9.10	636.95	630.32	637.00	629.30
ex18-ex19	0.80	0.430	0.80	0.430	0.34	0	10	6.48	2.23	12.00	0.20	2.03	18	1.59	636.76	633.76	636.83	633.72
ex19-7	0.80	0,23	0.80	0.660	0.53	0	10	6.48	3.42	12.00	1.00	4.54	18	3.56	636.83	633.70	637.00	633.52
7-8	0.80	0.00	0.80	3.270	2.62	0	30	3.82	9.99	18.00	1.00	5.94	35	10.50	637.00	629.30	637.05	628.95
8-8A	0.80	0.00	0.80	3.270	2.62	0	30	3.82	9.99	21.00	0.40	4.17	140	10.02	637.05	628.95	637.10	628.39
8A-ex26	0.80	0.00	0.80	3.270	2.62	0	30	3.82	9.99	21.00	0,40	4.17	23	10.02	637.10	627.19	637.36	627.10
													-					
4A-tee	4A-4				_				2.53	10.00	1.35	4.67	127	2.55	638.50	636.50	638.00	634.79

North Flood Route: 0.45*10.8*0.52 = 2.53 cfs

Attachment 7

WEIR FLOW CALCULATIONS

Designer:	MRM	
Description:	100 YEAR	

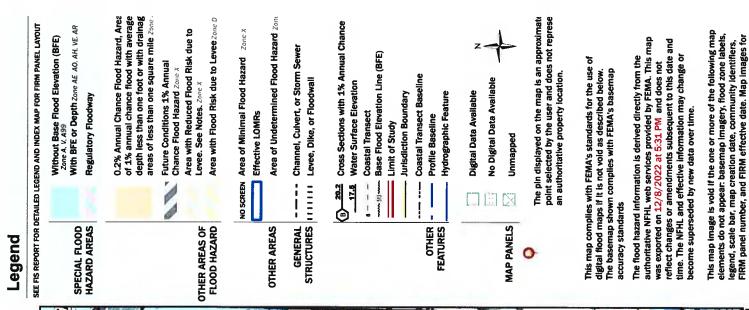
BASED ON THE FOLLOWING EQUATION:

l

$Q = \left[K \times 2/3 \times L \times (2g)^{0.5} \times H^{1.5} \right] + \frac{1}{2} \left[K \times 8 \right]$	$/15 \times (2g)^{0.5} \times$	$S_1 \times H^{2.5}] + $	$\frac{1}{2} \left[K \times 8/15 \times (2g)^{0.5} \right]$	$\times S_2 \times H^{2.5}$	
WHERE: Q = DISCHARGE IN CFS K = WEIR COEFFICIENT L = LENGTH IN FEET g = 32.2 FT/SEC H = HEAD IN FEET S1 = LEFT SIDE SLOPE S2 = RIGHT SIDE SLOPE		W L	Н		
WEIR DATA: OVERFLOW UNDER FENCE					
1. LENGTH, L	3.00	FEET			
2. WEIR COEFFICIENT, K (K<1.0)	0.50				
3. LEFT SIDE SLOPE, S (H:V)	0	: 1			
4 RIGHT SIDE SLOPE, S (H:V)	0	: 1			
5 RATING TABLE			HEAD (FEET)	DISCHARGE (CFS)	
			0.20 0.30	0.72 1.32	
Q(100) = C x I(100) x A			0.30	2.03	
A = 0.50			0.50	2.84	
A = 0.52 ac.			0.60 0.70	3.73 4.70	
l(100) = tc = 10 min.			0.80	5.74	
I(100) = 10.80			0.90	6.85	
C = 0.45			1.00 1.10	8.03 9.26	
0 = 0.45			1.10	9.20	
Q(100) = (0.45) x (10.80) x (0.52)			1.30	11.89	
			1.40	13.29	
Q(100) = 2.53 cfs			1.50	14.74	
Weir = 2.84 cfs					

National Flood Hazard Layer FIRMette





unmapped and unmodernized areas cannot be used for

regulatory purposes.





March 15, 2023

Mayor Goczkowski and Des Plaines City Council CITY OF DES PLAINES

Subject: Planning and Zoning Board, 622 Graceland Avenue and 1332-1368 Webford Avenue, Case #23-005-FPLAT, 3rd Ward

RE: Consideration of a combined Tentative and Final Plat of Subdivision in the C-3 District

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a meeting on March 14, 2023 for consideration of a combined Tentative and Final Plat of Subdivision to consolidate three lots into one at 622 Graceland Avenue and 1332-1368 Webford Avenue.

- 1. Applicant Joe Taylor of Mylo Residential Graceland Property, LLC provided a brief introduction to the subdivision request—summarize in the staff report—to consolidate lots for a proposed mixed-use development, a project which has been described extensively in detail in previous public hearings.
- 2. PZB members did not have any questions.
- 3. CED staff summarized the staff report with slides noting: (i) the overview of the ownership and use of the three existing properties; (ii) a description of the Tentative and Final Plat request proposed by the applicant including public improvements; and (iii) the background of additional steps required to be completed by the applicant in order for a map amendment for the subject property approved by City Council in 2022 to take effect. Staff explained the proposed condition of approval for the request noting that the Public Works and Engineering (PWE) department approved the final engineering plans with the provision that construction-level street lighting detail is submitted to the PWE prior to the issuance of any building or right-of-way permits.
- 4. Two members from the public spoke on this request. One individual mentioned the original denial of the Tentative Plat by the PZB last year in his discussion of whether the current submittal provided by the applicant is sufficient to be approved by the PZB. He commented that the applicant is also connected to Ellison and Welkin projects in Des Plaines and questioned whether the promises of new businesses and additional tax revenue have been realized with these projects. A second member discussed a variety of safety concerns related to pedestrian crossings and access; vision triangle for motorists; parallel parking and its close proximity to the walkway along the north side of Webford; vehicular movements with the lack of a traffic light at Graceland-Webford, fire rescue concerns for the 60 apartments proposed for the northern portion of the building facing the railroad tracks, and the proposed building setback from the railroad tracks that is less than the 50-foot setback requested by Metra.

Upon hearing the safety concerns brought up during the public comment portion, Member Weaver expressed his apprehension regarding the potential safety-related issues that could be created by this development and asked the applicant for a response to the posed concerns. Attorney Barnard Citron commented that the aforementioned items are not issues identified by staff and the proposal meets code

Attachment 8

requirements. He added that they have proposed parallel parking spaces along the front of the building so motorists should not be impacting pedestrian travel and the 7-foot-wide walkway along the parallel parking spaces provides a further buffer between the pedestrians and motorists.

5. The PZB voted 4-1 to approve the Tentative Plat and forward the Final Plat to the City Council for approval with the one condition in the staff report.

Respectfully submitted,

and X Saletick

Paul Saletnik, Des Plaines Planning and Zoning Board, Acting Chairman Cc: City Officials/Aldermen

Case 23-007-CU Case 23-005 FPLAT 1781 Oakton 622 Graceland 1332 -1368 Webford Conditional Use Tentative and Final Plat of Subdivision

2. Address: 622 Graceland Avenue and 1332 and 1368 Webford Avenue

Case Number: 23-005-FPLAT

The applicant is requesting a combined Tentative and Final Plat of Subdivision under the Subdivision Regulations to consolidate the three existing lots of record on the subject property into one, as required by Section 13-1-2 of the Subdivision Regulations. After the PZB's Plat of Subdivision review, the applicant intends to seek the following approvals from the City Council: (i) an amount for a Fee in Lieu of Dedication of Park Lands, the requirement for which is established in Chapter 13-4 of the Subdivision Regulations; and (ii) a redevelopment agreement.

Owners:	Wessell Holdings, LLC (622 Graceland, 1368 Webford) and City of Des Plaines (1332 Webford)
Applicant:	<i>Formerly</i> 622 Graceland Apartments, LLC, <i>Now</i> Mylo Residential Graceland Property, LLC; (Manager: Joe Taylor, Principal of Compasspoint Development)
PINs:	09-17-306-036-0000; -038; -040
Ward:	#3, Alderman Sean Oskerka
Existing Zoning:	C-3 General Commercial District; rezoning to C-5 Central Business District was approved by Ordinance Z-23-22, but certain conditions must be met for the Ordinance to become effective (see Background)
Surrounding Zoning:	North: Railroad tracks; then C-3 General Commercial District South: C-3, General Commercial / R-1 Single-Family Residential Districts East: C-5, Central Business District West: C-3, General Commercial District
Surrounding Land Use:	North: Union Pacific Railroad (Metra UP-Northwest Line); then a pharmacy South: Commercial building (850 Graceland), United Methodist Church parking lot, single-family detached home in commercial district (1347 Webford), single-family detached homes in residential district (1333 and 1339 Webford) East: Mixed-use residential and commercial (Bayview- Compasspoint project under construction at 1425 Ellinwood) West: Small mixed-use building (1330 Webford), then multiple- family dwelling (1328 Webford)
Street Classification:	Graceland Avenue is an arterial, and Webford Avenue is a local roadway.

Conditional Use Tentative and Final Plat of Subdivision

Existing Land Use The principal building at 622 Graceland is currently the headquarters the Journal & Topics newspaper. According to the Des Plaines History Center, the building was constructed as a Post Office in 1940-1941, most likely under the Works Progress Administration (WPA). A smaller accessory building is also part of the Journal & Topics property. At 1332 Webford is a 38-space surface parking lot owned by the City, currently used for both time-limited (14 spaces) and permit-restricted (24 spaces) public parking.

Background:

On August 1, 2022, the City Council approved a zoning map amendment for the subject property, which spans 43,500 square feet, from the C-3 General Commercial to C-5 Central Business District to accommodate the proposed development. The effectiveness of the approval, however, was contingent upon the developer finalizing acquisition of the City-owned 1332 Webford Avenue property, the authorized sale agreement for which (approved by Ordinance M-22-22) lists additional requirements:

- Approval of a Tentative and Final Plat of Subdivision to consolidate 622 Graceland and 1332-1368 Webford into one lot of record;
- Successful acquisition by the developer of 1330 Webford, which is directly west of the subject property and zoned C-3, to be redeveloped as a park use (privately owned but with a permanent and perpetual easement for public access);
- Approval of a redevelopment agreement, with plans as exhibits approved by the City Council; and
- Submission of a rezoning covenant binding the future owner/developer not to object to a future rezoning of the subject property back to C-3 if the project is not carried out.

Tentative and Final Plat of Subdivision

Request Summary:

Due to the PZB's original denial of the Tentative Plat of Subdivision in 2022, the applicant has submitted a new combined Tentative and Final Plat to consolidate the three lots of record on the subject property into one. The table below identifies the characteristics and uses of the existing lots.

Address	PIN	Size	Use
622 Graceland	09-17-306-036-0000	0.52 acres	Journal & Topics
1332 Webford	09-17-306-040-0000	0.31 acres	City parking lot
1368 Webford	09-17-306-038-0000	0.17 acres	Journal & Topics

Conditional Use Tentative and Final Plat of Subdivision

Just west of the subject property is 1330 Webford Avenue, which would serve as an opento-the-public park. However, 1330 Webford is a different zoning lot from 622 Graceland and 1332-1368 Webford and is a separate and individual lot of record. Therefore, 1330 Webford is not required under Section 13-1-2 to be included in the proposed subdivision. Nonetheless, because 1330 Webford is integral to the project and will be referenced in the redevelopment agreement, depictions, labels, and site planning for 1330 Webford are shown on the Plat and Final Engineering documents. An illustration and label are used to note a permanent and perpetual easement for public space that will be owned and maintained by the applicant. See the "Open Space and Recreation; Park Land Dedication or Fee-in-Lieu" section for more details.

Easements, Building and Setback Lines, Utility Correspondence

The attached Tentative and Final Plat of Subdivision shows the following easements and building lines: (i) a 50-foot-wide permanent and perpetual easement for public space on property at 1330 Webford (cross-hatched area); (ii) a 10-foot-wide public utilities and drainage easement on 1330 Webford Avenue (double cross-hatched area); (iii) a 20-foot building line extending across the proposed public park property at 1330 Webford; (iv) a 25- foot building line, to reflect the required side yard for the C-5 district, extending approximately 90 feet along Webford where the subject property is adjacent to residentially-zoned property; (v) a 5-foot building line, to reflect the required side yard for the C-5 district, extending approximately 200 feet along Webford where the subject property is adjacent to commercially zoned property; (vi) a 7-foot public sidewalk easement extending along the south property line along Webford; (vii) an approximately 3-foot-wide public utilities and drainage easement on the northwestern corner of the proposed Lot 1; (viii) a 16.5-foot-wide storm water detention area (bubble-hatched area); and (ix) various public utilities and drainage easements throughout the proposed Lot 1 (shaded areas). Written correspondence from major private utility providers to the applicant is attached.

Public Improvements and Final Engineering, PWE and Fire Review

Under Section 13-3-1 of the Subdivision Regulations, the developer is required to widen the segment of Webford in front of the proposed development and install/replace existing appropriate streetscaping (for example, sidewalk, street lighting, etc.) to match the downtown aesthetic, which is already present along the Graceland side of the site. Under the proposal, this style would be extended around the corner and onto the Webford sidewalk, with an emphasis for the area in front of the proposed restaurant/commercial space at the corner. Certain underground infrastructure, such as water mains and sewers, are required to be replaced and installed to the standards required by PWE. Specifically, the developer will be required to separate the existing combined storm and wastewater system for the entire 1300 block of Webford.

The developer has provided the City Engineer with an estimated cost of public improvements, an amount for which the City Engineer has approved in the attached memo. A performance security in the form of a letter of credit, with the City named as the

Conditional Use Tentative and Final Plat of Subdivision

beneficiary, will be required to secure the improvements. An attached memo serves as the City Engineer's approval (as noted) under Section 13-2-4. The Fire Department also reviewed the Plat and Final Engineering submittal and has no changes from its recommendation regarding the design of the project from its 2022 memo (see attached).

Open Space and Recreation; Park Land Dedication or Fee-in-Lieu

The applicant is proposing two open space/park areas to serve the public, one on the 622 Graceland and 1332-1368 Webford property and the other on the separate lot at 1330 Webford. On the first property is an approximately 3,000- square-foot southern green space area along the south building elevation in between the two parking garage entrances. On the 1330 Webford property is an approximately 9,000-square-foot park space with patio area seating and a play lawn. A barrier between the railroad and the play lawn is shown. In general, the plans for both open space/park areas show passive recreational programming instead of active programming such as playgrounds, ball fields and courts, or fitness equipment. For residential developments at the proposed scale, Chapter 13-4 of the Subdivision Regulations requires providing public park land and/or paying a fee in lieu. The rationale is that residential developments increase demand for parks and recreation. As described above, the developer is proposing to provide two pieces of land for public-access park and open space. Further, private recreational areas within the building are intended to meet needs of the anticipated future residents and potentially lessen the demand for public park facilities generated by those residents. The developer's providing of these areas may make the project eligible for credits and reductions in their obligation. However, the approval of the amount of that obligation rests with City Council.

PZB Action and Conditions:

Pursuant to Sections 13-2-3 and 13-2-7 of the Subdivision Regulations, the PZB should take two separate motions:

• Vote on the approval or denial of the Tentative Plat of Subdivision; and

• Vote on *approval, approval with conditions, or denial* of the Final Plat of Subdivision, to be forwarded to the City Council for final decision.

If the PZB votes to forward Final Plat *approval* to the City Council, staff recommends the following condition: That construction-level street lighting detail as required in the attached Engineering memo is provided and approved by the PWE Department prior to issuance of any building or right-of-way permits.

Attachments

Attachment 1: Location Map Attachment 2: Site Photos Attachment 3: ALTA Survey Attachment 4: Engineering Memo Attachment 5: Fire Comments and 2022 Memo Attachment 6: Utility Correspondence Attachment 7: Tentative and Final Plat of Subdivision Attachment 8: Final Engineering Drawings, including Drainage Report

Vice Chair Saletnik swore in Bernard Citron and Joe Taylor and Maureen Mulligan on behalf of the applicant.

Mr. Citron stated that they are here today for the preliminary and final plat of sub-approval. Mr. Citron stated that staff has done a full report and all the various department including Community Development and Engineering have indicated that they have met the requirements of the ordinance. He stated that Mrs. Mulligan is here if we would like to discuss any of the engineering. Mr. Citron also stated that this meeting is for the Plat of Subdivision and not the project.

Vice Chair Saletnik asked the audience for a poll to see how many are against of the proposal. Eight hands raised that are against the proposal.

Jim Hansen came to the podium to speak but did not speak since he concluded he could not ask any questions.

City Attorney Stewart Weiss stated that since this is a review of a Plat it is not a public hearing. It is a public meeting so sworn testimony is not required and there can be no cross examination or questioning. The audience is allowed to have public comment.

Tom Lovestand commented that he looked at the Planning and Zoning Board Meeting minutes from April 24, 2018, which included discussion on a development called the Welkin mixed use development. He wants the board to look at the past questions and the petitioners' commitments and the boards 5 to 1 vote to deny the major variation and the tentative plat of subdivision. He states that it is important because the petitioner this project is the same as the petitioner for the Welkin and Ellison Projects. He questioned the annual revenue that was discussed then and if the promises have been met. Mr. Lovestand ask that the board take some time and evaluate the pending request with your past questions and the petitioner's previous commitments and ask where those have been met.

Deb Lester passed out a handout. She commented about safety concerns about the public parkway being eliminated. She said she noticed children using this sidewalk frequently and train commuters and concerns with sidewalk right up against parking. Around the Welkin property and on Miner St there is a parkway before you get to the sidewalk. That is eliminated here in this new plat.

Second concern is the north side of the property where 60 apartments will be located. Someone did a FOIA request this summer and there was a memo from the fire department requesting apartments on the Webford side or an access road be provided so the fire department would have access. After that, there was a memo from the chief about access from the east, south, and west side, but no mention of north side. No explanation about how to rescue people from the north side of the building.

Another letter is included in the safety packet, from the August 1st meeting, from the Union Pacific. The UP, which backs up to the building, this building will be built 2 feet according to the plat to the north neighbor. This request from UP was the building be set back 50 ft from the buildings. Urges this to be considered by the board.

Case 23-007-CU Case 23-005 FPLAT 1781 Oakton 622 Graceland 1332 -1368 Webford Conditional Use Tentative and Final Plat of Subdivision

Final concern – the site line moving from Webford onto Graceland. IDOT has a manual called the public roads manual with a site triangle. When you drive to an intersection, you can move to your left and see oncoming traffic before making a right-hand turn. The current building is set back 15 ft from the sidewalk. The proposed building is 2.4 ft from the sidewalk. You would not be able to see traffic from this point. The bureau has a manual for the distance to be seen and make this triangle. It cuts off quite a bit of the corner of the building.

The developer pointed out that people may turn on Ellinwood to access the property. To do that, you need to turn left into the nearest lane, the east side of Graceland. You have 2 seconds at a 30-mph speed limit (Graceland speed limit) to turn into the lane, signal and then move to make a right-hand turn. In the process, you go across a crosswalk to get to the library, stores, etc.

Ms. Lester would like the Board to consider whether this is ok to have traffic movement near the train tracks without a traffic signal and with the pedestrian crossing.

Jonathan Stytz, Senior Planner, reviewed the staff report. He discusses location of area and site details. The map amendment for this property has not taken place because there are certain things that must take place before the map amendment can occur. He discussed the site photos, with the areas owned by the City and Journal and Topics.

Mr. Stytz provides background on the process for Map Amendment. He discusses what else must be approved (park and other parts of RDA).

Mr. Stytz stated that on August 1, 2022, the City Council approved a zoning map amendment for the subject property, which spans 43,500 square feet, from the C-3 General Commercial to C-5 Central Business District to accommodate the proposed development. The project request is to consolidate three lots into one lot of record. Mr. Stytz explained the subdivision and public improvements slide and described the tentative and final plat of subdivision. He also describes the breakdown of final engineering plans and the considerations before the PZB for this request.

For tonight the board Pursuant to Sections 13-2-3 and 13-2-7 of the Subdivision Regulations, the PZB should take two separate motions:

• Vote on the *approval or denial* of the Tentative Plat of Subdivision; and

• Vote on *approval, approval with conditions, or denial* of the Final Plat of Subdivision, to be forwarded to the City Council for final decision.

If the PZB votes to forward Final Plat *approval* to the City Council, staff recommends the following condition: That construction-level street lighting detail as required in the attached Engineering memo is provided and approved by the PWE Department prior to issuance of any building or right-of-way permits.

City Attorney Stewart Weiss stated that whatever the board's recommendation tonight and CC final action, the approval of the plat would have a delayed effective date until re-zoning is complete. This requires all those map amendment conditions to occur, too.

Case 23-007-CU Case 23-005 FPLAT 1781 Oakton 622 Graceland 1332 -1368 Webford Conditional Use Tentative and Final Plat of Subdivision

Member Weaver stated that I am interested in the petitioner's comments around the three safety issues brought up for discussion tonight.

Mr. Citron stated the civil review and staff comments demonstrate these are not concerns. Your staff have not found these to be issues with this project. IDOT will be reviewing any permits along that road and will approve as it currently exists. It is a 7 ft wide sidewalk; this has been increased beyond the standard 5 ft per staff request. We exceed requirements. It is also parallel parking, so cars are not pulling into the sidewalk. The same issue with the Ellinwood turning movements. This was addressed by the professional traffic engineering consultant and the City engineer did not have concerns.

A motion was made by Board Member Catalano, seconded by Board Member Veremis to approve the tentative plat of subdivision and to approve the forwarding of the final plat of subdivision to City Council for final decision with the condition of the street lighting detail as mentioned in the staff report.

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

*****MOTION CARRIES *****

ADJOURNMENT

The next scheduled Planning & Zoning Board meeting is Tuesday March 28, 2023.

Vice Chairman Saletnik adjourned the meeting by voice vote at 7:39 p.m.

Sincerely, Margie Mosele, Executive Assistant/Recording Secretary cc: City Officials, Aldermen, Planning & Zoning Board, Petitioners

CITY OF DES PLAINES

RESOLUTION R - 74 - 23

A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION FOR THE GRACELAND/WEBFORD SUBDIVISION INCLUDING 622 GRACELAND AVENUE AND 1332-1368 WEBFORD AVENUE, DES PLAINES, ILLINOIS.

WHEREAS, Wessell Holdings, LLC is the owner of two parcels of real property totaling approximately 30,000 square feet known as 622 Graceland Avenue and 1368 Webford Avenue ("*J&T Parcels*"); and

WHEREAS, the City of Des Plaines is the owner of a 13,500 square-foot parcel of real property known as 1332 Webford Avenue ("*City Parcel*") (collectively, the J&T Parcels and the City Parcel constitute the "*Mixed-Use Parcel*"); and

WHEREAS, Mylo Residential Graceland Property, LLC, an Illinois limited liability company formerly known as 622 Graceland Apartments LLC ("*Developer*"), is the contract purchaser of the Mixed-Use Property and desires to consolidate the parcels into one lot of record; and

WHEREAS, the Mixed-Use Parcel is currently located in the C-3 General Commercial District of the City (*"C-3 District"*), but will be rezoned to the C-5 Central Business District pursuant to City of Des Plaines Ordinance Z-23-22, to be made effective upon the acquisition of the City Parcel by the Developer; and

WHEREAS, on April __, 2023, the City Council adopted Resolution No. R-76-23, approving a Development Agreement for an assemblage of parcels, including the Mixed-Use Parcel, constituting the "*Development Property*"; and

WHEREAS, on April __, 2023, the City Council adopted Resolution No. R-75-23, approving park land dedication credits and the payment of a fee-in-lieu to satisfy the park land dedication requirements set forth in Title 13 of the City's Code of Ordinances ("Subdivision *Regulations*"); and

WHEREAS, pursuant to the Subdivision Regulations, the Developer submitted an application ("*Application*") to the City of Des Plaines Department of Community and Economic Development ("*Department*") for the approval of a tentative plat of subdivision ("*Tentative Plat*") and approval of a final plat of subdivision for the Mixed-Use Parcel ("*Final Plat*"); and

WHEREAS, on March 14, 2023, the Planning and Zoning Board of the City of Des Plaines ("*PZB*") held a public meeting to consider the Tentative Plat and the Final Plat and voted, by a vote of 4-1, to approve the Tentative Plat and forward the Final Plat to the City Council with a recommendation for approval; and

WHEREAS, pursuant to Section 13-2-8.A of the City Code of the City of Des Plaines, the City Council has the authority to approve, by resolution duly adopted, the Final Plat, with all improvements, conditions, variations, public ways and recorded easements and documents pertaining to the subdivision platted thereon; and

WHEREAS, the City Council has determined it is in the best interest of the City and the public to approve the Final Plat;

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:

<u>SECTION 1</u>: <u>**RECITALS**</u>. The foregoing recitals are incorporated into, and made a part

of, this Resolution as the findings of the City Council.

SECTION 2: APPROVAL; AUTHORIZATION; RECORDATION OF FINAL

<u>PLAT</u>.

A. <u>Approval of Final Plat</u>. The City Council hereby approves the Final Plat for the Mixed-Use Parcel in substantially the form of the "Tentative and Final Plat of the Graceland/Webford Subdivision," prepared by Gentile and Associates, Inc., consisting of two sheets, and with a revision date of March 3, 2023, a copy of which is attached to and made a part of this Resolution as *Exhibit A* ("*Final Plat*"), and in a final form to be approved by the City's Department of Community and Economic Development, the Department of Public Works and Engineering, and General Counsel.

B. <u>Authorization</u>. The Mayor and City Clerk are, subject to the satisfaction of the Conditions set forth in Section 3 below, hereby authorized and directed to execute and seal, on behalf of the City, the Final Plat, following execution by the Developer and any other party with an interest in the Mixed-Use Parcel and subject to certification by the Office of the Cook County Treasurer that there are no property tax delinquencies, as well as all other certifications as necessary.

C. <u>Recordation</u>. The City Manager is hereby authorized and directed to record the Final Plat with the Clerk of Cook County upon the approval by all necessary parties and satisfactory completion of all administrative details relating thereto.

SECTION 3: CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the City Code of the City of Des Plaines, as amended ("*City Code*"), or the Subdivision Regulations or any other rights the Developer may have, the approvals granted in Section 2 of this Resolution are hereby expressly subject to and contingent upon the conditions, concepts, restrictions, limitations, and provisions set forth in this Section (collectively, the "*Conditions*").

A. <u>Compliance with Regulations</u>. The development, use, operation, and maintenance of the Mixed-Use Parcel shall 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 Resolution.

B. <u>Compliance with Development Agreement</u>. Developer, and its successors, heirs, and assigns, must comply with the terms and conditions of the Development Agreement with regard to the development, use, operation, and maintenance of the Development Property.

C. <u>Recording Fees</u>. All fees incurred by the City associated with the recordation of the Final Plat in accordance with Section 2 of this Resolution must be reimbursed by the Developer.

D. <u>Additional Conditions</u>:

1. That construction-level street lighting detail required by the Department of Public Works and Engineering is installed and approved by the Department prior to issuance of any building or right-of-way permits. 2. That the fee-in-lieu of park land dedication approved by Resolution No. R-

75-23 be paid in accordance with the requirements of the Subdivision Regulations.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from

and after its passage and approval according to law.

PASSED this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

VOTE: AYES _____ NAYS _____ ABSENT _____

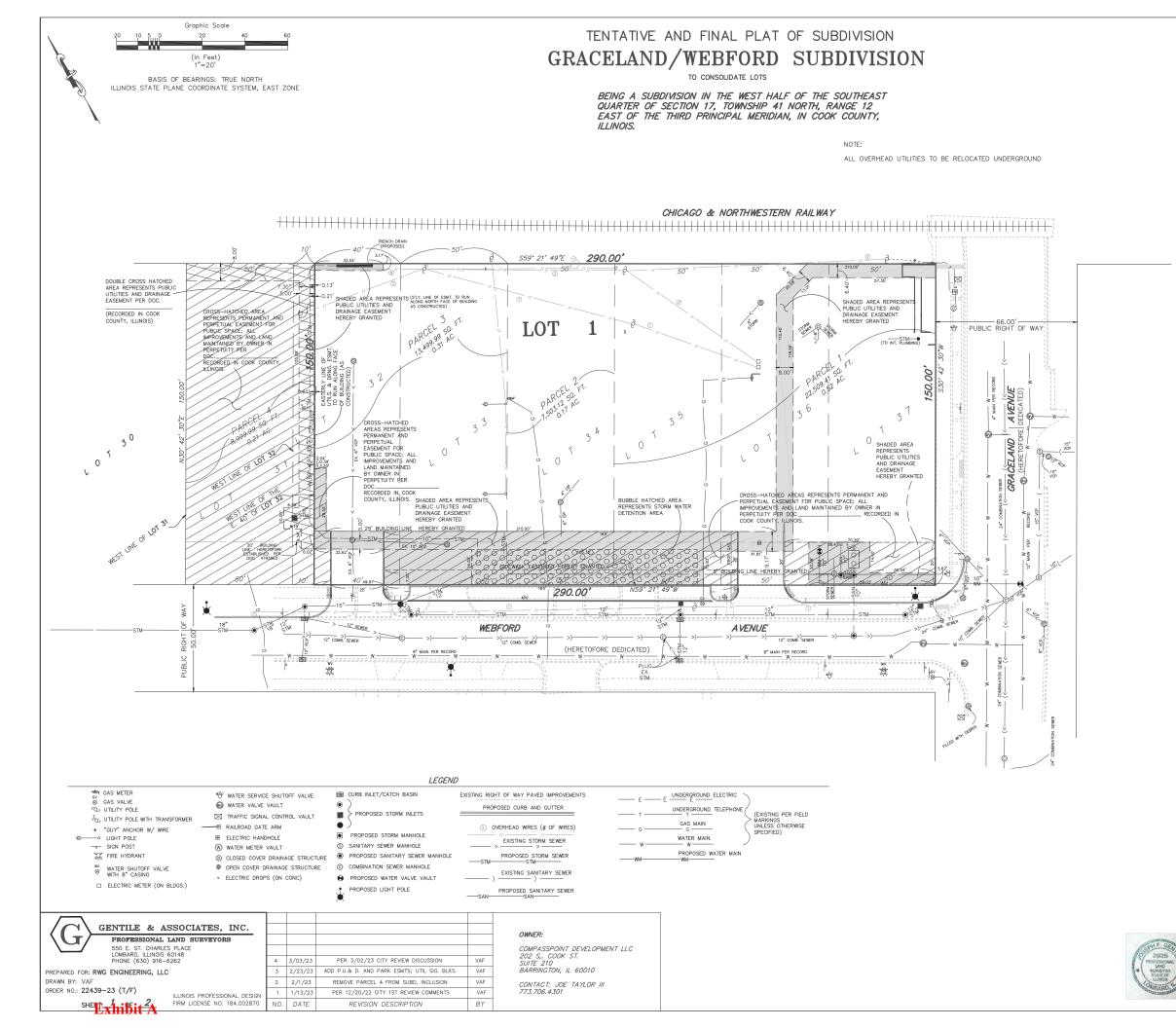
MAYOR

ATTEST:

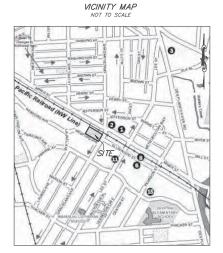
Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



P.I.N.s 09-17-306-036-0000 09-17-306-038-0000 09-17-306-040-0000



LEGAL DESCRIPTION:

PARCEL 1: LOTS 35, 36 AND 37 IN BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT NO. 4793563, IN COOK COUNTY, ILLINOIS, PROPERTY COMMONLY KNOWN AS: 622 GRACELAND AVE., DES PLAINES, IL. 60016 CONTAINING: 22,509.41 SQ. FT., 0.52 AC. (MORE OR LESS)

PARCEL 2:

PARCEL 2: LOT 34 IN BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANCE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT NO. 4793563, IN COOK COUNTY, ILLINOIS. PROPERTY COMMONLY KNOWN AS: 1368 WEBFORD AVE., DES PLAINES, IL. 60016 CONTAINING: 7,503.12 SQ. FT., 0.17 AC. (MORE OR LESS)

PARCEL 3.

PARCEL 3: THE SOUTHEASTERLY 40 FEET OF LOT 32 AND ALL OF LOT 33 IN BLOCK 1 IN DES PLAINES MANOR TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT 4793563, IN COOK COUNTY, ILLINOIS. PROPERTY COMMONLY KNOWN AS: 1322 WEBFORD AVE., DES PLAINES, IL. 60016 CONTAINING: 13,499.99 SQ. FT., 0.31 AC. (MORE OR LESS)

CONTAINING: TOTAL (ALL 3 PARCELS) 43,499.97 SQ. FT., 1.00 AC. (MORE OR LESS)

NOTE:

LEGAL DESCRIPTION AND PARTICULARS FOR PROPERTY SHOWN HEREON AS PARCEL 4 SHOWN FOR INFORMATIONAL PURPOSE ONLY - NOT A PART OF THIS SUBDIVISION

PARCEL 4:

LOT 31 AND LOT 32 (EXCEPT THE SOUTHEASTERLY 40 FEET THEREOF, IN BLOCK 1 IN DES PLAINES MANOR TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT 4793563, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 1330 WEBFORD AVE., DES PLAINES, IL, 60016

CONTAINING: 8,999.99 SQ. FT., 0.21 AC. (MORE OR LESS)

P.I.N. 09-17-306-039-0000

ZONING INFORMATION:

PROPERTY (PARCELS 1 THROUGH 3) IS ZONED C-5, CENTRAL BUSINESS

PROPERTY (PARCEL 4) IS ZONED C-3, GENERAL COMMERCIAL DISTRICT

FLOOD ZONE INFORMATION:

PER FEMA F.I.R.M. NO. 17031C0217J, DATED 08/19/2008, PROPERTY IS IN ZONE "X", AREAS OF MINIMAL FLOOD HAZARD.

SURVEYOR CERTIFICATE

STATE OF ILLINOIS COUNTY OF DUPAGE S.S.

THIS IS TO CERTIFY THAT I, JOSEPH GENTILE, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 2925, HAVE SURVEYED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY FOR THE PURPOSE OF CONSOLIDATING PARCELS (AS SHOWN HEREON) AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. CORNER MONUMENTS HAVE BEEN FOUND AS SHOWN HEREON IN ACCORDANCE WITH THE SUBDIVISION REPRULATIONS OF THE CITY OF DES PLAINES CODE. I FURTHER CERTIFY THAT THE PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE CITY OF DES PLANES WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN, THAT THE PROPERTY IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFED BY THE FEDERAL EMERGENCY WANAGEWERT AGENCY ON THE MOST RECENT FLOOD INSURANCE RATE MAP PANEL 217 OF 832, COMMUNITY PANEL NO. 17031C02175J, EFFECTIVE 8/19/2008. EFFECTIVE 8/19/2008.

BASIS OF BEARINGS: ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE

ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 23TH DAY OF ______ FEBRUARY_, A.D. 2023

Page 55 of 56

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ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2925 MY LICENSE EXPIRES NOVEMBER 30, 2024

OWNER'S CERTIFICATE

STATE	OF	ILLINOIS

COUNTY OF

DATED AT

NOTARY'S CERTIFICATE

STATE OF ILLINOIS

COUNTY OF _____

_____(NAME)

\$ s.s.

(TITLE)

OF MYLO GRACELAND RESIDENTIAL PROPERTY LLC, WHO ARE PERSONALLY

TENTATIVE AND FINAL PLAT OF SUBDIVISION GRACELAND/WEBFORD SUBDIVISION

TO CONSOLIDATE LOTS

MAYOR'S CERTIFICATE

STATE OF ILLINOIS S.S. COUNTY OF COOK

Approved by the Mayor and the City Council of the City of Des Plaines, Illinois on this

_____ day of _____, A.D. 20_____.

ATTEST: ______ City Clerk

PLANNING AND ZONING BOARD CERTIFICATE

STATE OF ILLINOIS S.S. COUNTY OF COOK

Mayor

Approved by the Planning and Zoning Board of the City of Des Plaines, Illinois on this _____ day of ______, A.D. 20_____,

Chairman

DIRECTOR OF FINANCE CERTIFICATE

STATE OF ILLINOIS S.S.

I certify that there are no delinquent or current unpaid special assessments on the property shown on this plat.

Date: ____

Director of Einance

DIRECTOR OF PUBLIC WORKS AND ENGINEERING CERTIFICATE

STATE OF ILLINOIS S.S. COUNTY OF COOK

Approved by the Director of Public Works & Engineering of the City of Des Plaines, Illinois on

this _____, A.D. 20_____

Director of Public Works and Engineering

DRAINAGE CERTIFICATE

STATE OF ILLINOIS COUNTY OF DuPAGE S.S.

OWNER

COMPASSPOINT DEVELOPMENT LLC COMPASSPOINT DEVELO 202 S, COOK ST. SUITE 210 BARRINGTON, IL 60010

CONTACT: JOE TAYLOR III 773,706.4301

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

OWNER	REGIST	ERED	PROFESSIONAL	ENGINEER	
Name:	Name: _				
Date:	Firm:				
Date:					

EASEMENT FOR PUBLIC UTILITIES

A permanent and perpetual easement is hereby aranted 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 appurtenances thereto, in, upon, under, along and across the areas designated "Easement for Public Utilities" on this subdivision plat. The owners of the property subdivided on this plat or any part thereof hereby reserve the right to use the areas designated "Easement for Public Utilities" and the adjacent property in any manner that will not prevent or interfere with the exercise by the City of the rights hereby granted; provided, however, that the owners shall not in any manner disturb, damage, destroy, injure, obstruct or permit to be obstructed the "Easement for Public Utilities" at any time whatsoever without the express prior written consent of the City. After the installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

PUBLIC UTILITY EASEMENTS EASEMENT APPROVED AND ACCEPTED

TITLE: _____

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	_, 20			
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STATE OF ILLINOIS COUNTY OF The foregoing instrur 20, by	ment was acknowledged	, the	, and	
STATE OF ILLINOIS COUNTY OF The foregoing instrur 20, by individuals are know instrument as such and that they execu the free and volunta	ment was acknowledged	tical persons who si for and on behal	, and of gned the foregoing f of said corporation, t and deed, and as	
STATE OF ILLINOIS COUNTY OF The foregoing instrum 20, by individuals are know instrument as such and that they execut the free and voluntat therein mentioned.	ment was acknowledged	tical persons who si to for and on behal ree and voluntary ac corporation, for the	, and of gned the foregoing f of said corporation, t and deed, and as uses and purposes	

THIS IS TO CERTIFY THAT THE UNDERSIGNED ARE THE AUTHORIZED REPRESENTATIVES OF MYLO RESIDENTIAL GRACELAND PROPERTY LLC., WHICH IS THE OWNER OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN THEREON FOR THE USES AND PURPOSES THEREIN INDICATED, AND DO HEREBY ADOPT THIS PLAT OF SUBDIVISION; ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, DEDICATE THE ROADS, STREETS, ALLEYS, WALKS, AND OTHER AREAS INDICATED THEREON TO THE PUBLIC USE; AND ESTABLISH ANY OTHER EASEMENTS SHOWN THEREON.

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT _____(NAME) AS _____ (TITLE) AND

, ILLINOIS, THIS DAY OF . A.D. 20

_____(NAME) AS ______ (TITLE)

ATTEST: _____(NAME)

(TITLE)

	GENTILE & ASSOCIATES, INC.					
	PROFESSIONAL LAND SURVEYORS 550 E. ST. CHARLES PLACE LOWBARD, ILLINOIS 60148					
PHONE (630) 916-6262			4	3/03/23	PER 3/02/23 CITY REVIEW DISCUSSION	VAF
PREPARED FOR: RWG ENGINEERING, LLC			3	2/23/23	ADD P.U.& D. AND PARK ESMTS; UTIL SIG. BLKS.	VAF
DRAWN BY: VAF			2	2/1/23	REMOVE PARCEL 4 FROM SUBD. INCLUSION	VAF
ORDER NO.: 22	1439-23 (T/F) ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.002870	1	1/13/23	PER 12/20/22 CITY 1ST REVIEW COMMENTS	VAF	
SH		NO.	DATE	REVISION DESCRIPTION	BY	

FASEMENT FOR STORM SEWER

A permanent and perpetual easement is hereby granted to the City of Des Plaines, Cook 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 storm sewer mains together with related attachments, equipment and appurtenances thereto, in, upon, under, along and across the areas designated "Easement for Storm Sewer" on this subdivision plat. The owners of the property subdivided on this plat or any part thereof hereby reserve the right to use the areas designated "Easement for Storm Sewer" and the adjacent property in any manner that will not prevent or interfere with the exercise by the City of the rights hereby granted; provided, however, that the owners shall not in any manner disturb, damage, destroy, injure, obstruct or permit to be obstructed the "Easement for Storm Sewer" any time whatsoever without the express prior written consent of the City. Sewer" at any time whatsoever without the express prior written consent of the City.

EASEMENT FOR STORM WATER DRAINAGE

A permanent and perpetual easement is hereby granted to the City of Des Plaines, Cook County, Illinois ("City"), its successors and assigns, and to, and for the use and benefit of, the owners of all of the lots in this subdivision, for the sole purpose of storm water drainage, in, upon, under, along and across the areas designated "Easement for Storm Water Drainage" on this subdivision plat. No change shall be made in the finished grade of the land within any on this subdivision plat. No change shall be made in the finished grade of the land within any "Easement for Storm Water Drainage," and no construction of any kind whatsoever shall be erected or permitted to exist within any "Easement for Storm Water Drainage" that might materially reduce the storm water drainage capacity thereof. Trees, shrubs, fences, and normal landscape planting shall be permitted within any "Easement for Storm Water Drainage" only with the prior written approval of the Director of Public Works of the City of Des Plaines. Each owner of a lot with any "Easement for Storm Water Drainage" located on it shall maintain a grass cover on the surface of that portion of such lot located within the "Easement for Storm Water Drainage," and shall keep such grass and landscaping in a first-class and trimmed condition. The owners of lots on which any "Easement for Storm Water Drainage" is located shall not in any manner damage, destroy, injure, obstruct, or permit to be obstructed the "Easement for Storm Water Drainage" at any time whatsoever without the express prior written consent of the Director of Public Works of the City of Des Plaines.

RESTRICTIVE COVENANTS AND EASEMENT FOR STORM WATER DETENTION AREA (NO HOA)

the property designated on this plat as "Storm Water Detention Area" shall be aintained in a first rate manner by owners of Lot One (the "Detention Area asement on, under and above the Storm Water Detention Area is hereby d for the use and benefit of, all of the lots in this subdivision for the sole rm water detention and drainage. shall be made in the finished grade of the land within the Storm Water

nor shall any construction of any kind whatsoever be erected or permitted to Storm Water Detention Area that might materially impede storm water n or materially reduce the storm water detention capacity thereof. Trees, and normal landscape planting shall be permitted within the Storm Area only with the prior written approval of the Director of Public Works of Plaines, Cook County, Illinois (the "City"). Each owner of a Detention Area Lot a grass cover on the surface of that portion of his lot located within the tention Area and shall keep such grass in a neat and trimmed condition. the City determines, in its sole and absolute discretion, that prior the Storm Water Detention Area is not performed at any time, the City, after prior written notice to the owners of the Detention Area Lots, may, but shall d to, enter upon any or all of the Detention Area Lots for the purpose of ntenance work on and to the Storm Water Detention Area. It that the City shall cause to be performed any work pursuant to these e City shall have the right to charge the owners of the Detention Area Lots an ent to defray the entire cost of such work or action, including administrative effore or after such cost is incurred. If the amount so charged is not paid by

the Detention Area Lots within thirty (30) days following a $\check{}$

ing by the City for such payment, such charge, together with interest and tion, shall become a lien upon the Detention Area Lots and the City shall have llect such charge, with interest and costs, and to enforce such lien as in ceedings as permitted by law.

Nese paragraphs shall be construed to constitute a dedication of any portion Vater Detention Area or of the Detention Area Lots to, or an acceptance

I be under no obligation to exercise the rights granted in these paragraphs all determine to be in its best interest. No failure to exercise at any time any anted to the City shall be construed as a waiver of that or any other rights. ants shall run with the land in the subdivision shown on this plat, and shall be nd inure to the benefit of the owners of all lots of record therein, their namine to the benefit of the owners of an lots of record through and under nent of these covenants may be sought by the owners of any lots of record in , any person with an interest in any of said lots of record, or the City of Des proceeding at law or in equity against any person or persons violating or violate any covenant, either to restrain violation, to compel affirmative action, damages, and against the land to enforce any lien created by these covenants.

EASEMENTS

Page 56 of 56



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date:April 10, 2023To:Michael G. Bartholomew, City ManagerFrom:John T. Carlisle, AICP, Director of Community and Economic Development $\mathcal{P}^{\mathcal{P}}$ Subject:Proposed Mixed-Use Residential, Commercial, and Parking
Development at 622 Graceland Avenue and 1332-1368 Webford
Avenue, with Abutting Park/Open Space at 1330 Webford: Approve
Parkland and/or Fee-in-Lieu Obligation under the Subdivision Regulations

Issue: Chapter 13-4 of the Subdivision Regulations requires that as a condition of a Final Plat of Subdivision, if the project subject to the subdivision results in 15 or more residential dwelling units, the developer must fulfill an obligation (i) to provide public park land; (ii) to pay a fee in lieu of; or (iii) a combination of both. The proposed project is subject to the requirement. The method to fulfill the requirement is based on a recommendation of the public body with jurisdiction over parks and recreation – in this case, the Des Plaines Park District – but in an amount at the final determination of the City Council. The Regulations provide for an opportunity to seek credits, or reductions to the full obligation, based on amenities provided within site and floor plans for the development. The applicant has provided plans to seek credits/reductions to the full obligation.

The Council is separately considering other necessary final approvals for the project, such as the Final Plat of Subdivision and a development agreement.

Owners:	Wessell Holdings, LLC (622 Graceland, 1368 Webford) and City of Des Plaines (1332 Webford)
Applicant:	<i>Formerly</i> 622 Graceland Apartments, LLC, <i>Now</i> Mylo Residential Graceland Property, LLC; (Manager: Joe Taylor, Principal of Compasspoint Development)
Case Number:	23-005-FPLAT
PINs:	09-17-306-036-0000; -038; -040
Ward:	#3, Alderman Sean Oskerka

Background and Analysis: Applicant Mylo Residential Graceland Property, LLC (formerly 622 Graceland Apartments, LLC, with Joe Taylor of Compasspoint Development as Manager) is proposing to provide a combination of open-to-the-public park/open space and private recreational amenity space as part of a proposed mixed-use development. As presented in the Council's 2022 consideration and ultimate approval of a zoning map amendment to accommodate the project (Ordinance Z-23-22), the mixed-use development contains 131 multifamily dwelling units: 17 studios, 103-one-bedrooms, and 11 two-bedrooms. Section 13-4-4 prescribes the method for calculating the projected total resident population, which is 224. This results in an obligation of approximately 1.23 acres of parkland dedication, or \$289,023.36 as an equivalent full fee-in-lieu.

As part of the 2022 approvals, the developer is required to purchase the property at 1330 Webford, demolish the existing building ("the Dance Building"), and repurpose the site as an approximately 9,000-square-foot park. The developer invited public input on the programming and design for the park at a community meeting hosted by Third Ward Alderman Sean Oskerka in January. As its own zoning lot and lot of record, legal instrument(s) – any covenants as deemed necessary by the General Counsel – would be recorded against the 1330 Webford property to ensure the developer or any future owners would be bound to maintain and provide this park to the public. The programming proposed for 1330 Webford includes seating near Webford, ample plantings along the west lot line, an event lawn, and a play area to the far north, which would be enclosed by a barrier to ensure no conflicts with the railroad tracks to the north. See the attached concept plan, which is also incorporated with the development agreement.

Additionally, an approximately 3,000-square-foot publicly accessible park/open space between the parking garage and the Webford sidewalk is proposed. Neither the 1330 Webford park nor the space south of the garage would be transferred in title to a public entity; they would remain privately owned. The table below summarizes the proposed areas reserved for permanent public use, intended to satisfy the Subdivision Regulations' intent for dedication.

Address/	Area	Plan	Credit/
Location			Reduction Value
1330 Webford	Approx. 9,000 square feet	Seating, planting, event lawn, play area	\$48,443.18
1332 Webford- 1368 Webford- 622 Graceland	Approx. 3,000 square feet	Open space area	\$15,932.42

Public Recreation

In addition, within the proposed building there are multiple recreational and amenity areas designed to serve the needs of the demographic projected to be residents. These are summarized in the following table:

Floor of Building	Area of Amenity	Programming	Credit/ Reduction Value
Level 2	1,827 square feet	Fitness area	\$8,388.43
Level 3	2,536 square feet	Club room and lounge	\$11,767.68
Level 3	11,269 square feet	Pool and deck	\$51,740.13
Level 7	1,489 square feet	Multimedia game lounge	\$6,836.55
Level 7	729 square feet	Outdoor terrace	\$3,341.11

Private Recreation Amenities

The Des Plaines Park District reviewed the plans, and its executive director has provided a recommendation memo, which is attached. The memo expresses the District is not interested in taking title to the 1330 Webford property through a literal land dedication. However, the Council may determine in its action that the legal arrangement envisioned – permanently recorded easements and covenants for public access – would fulfil the spirit of "dedication." The approving resolution includes a waiver from the provisions of the Subdivision Regulations requiring transfer of title.

However, the memo also expresses that the District's recommendation for final, reduced fee in lieu is \$177,104.52. The District recommends reducing the obligation based on (i) the 1330 Webford park; (ii) the fitness area; (iii) the pool deck; and (iv) the outdoor terrace on the top floor. They did not recommend reduction/credits based the open-to-the-public open space area between the garage and the Webford sidewalk, the indoor lounge adjacent to the pool, or the indoor multimedia game lounge on the top floor. Nonetheless, the Council has the final determination on whether to include these areas as credits and therefore determine the amount due.

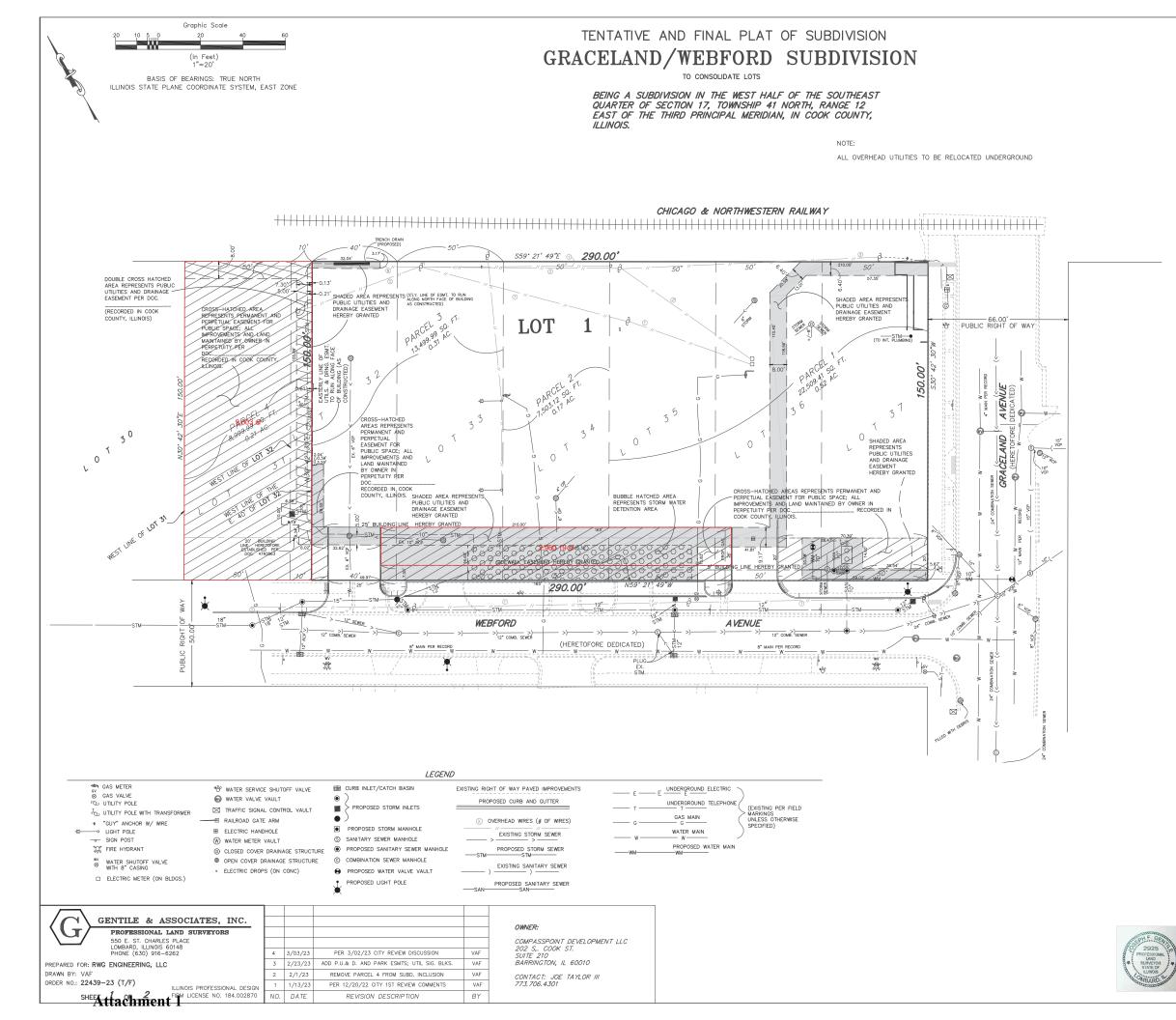
City Council Action: The Council should review all materials in the packet and vote on Resolution R-75-23 (i) as presented, which approves a parkland fee-in-lieu amount of \$142,567.87; (ii) as revised, to reflect the \$177,104.52 amount recommended by the Des Plaines Park District, or (iii) as revised, to reflect a different dollar amount.

Attachments:

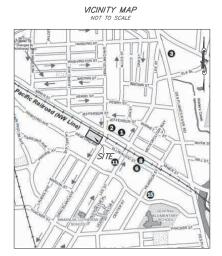
Attachment 1: Measurements of Proposed Public Park/Open Space Areas

- Attachment 2: Measurements of Proposed Private Recreational Areas for Residents
- Attachment 3: 1330 Webford Concept Park Plan
- Attachment 4: Recommendation of Des Plaines Park District

Resolution R-75-23



P.I.N.s 09-17-306-036-0000 09-17-306-038-0000 09-17-306-040-0000



LEGAL DESCRIPTION:

PARCEL 1: LOTS 35, 36 AND 37 IN BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT NO. 4793563, IN COOK COUNTY, ILLINOIS, PROPERTY COMMONLY KNOWN AS: 622 GRACELAND AVE., DES PLAINES, IL. 60016 CONTAINING: 22,509.41 SQ. FT., 0.52 AC. (MORE OR LESS)

PARCEL 2:

PARCEL 2: LOT 34 IN BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANCE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT NO. 4793563, IN COOK COUNTY, ILLINOIS. PROPERTY COMMONLY KNOWN AS: 1368 WEBFORD AVE., DES PLAINES, IL. 60016 CONTAINING: 7,503.12 SQ. FT., 0.17 AC. (MORE OR LESS)

PARCEL 3.

PARCEL 3: THE SOUTHEASTERLY 40 FEET OF LOT 32 AND ALL OF LOT 33 IN BLOCK 1 IN DES PLAINES MANOR TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT 4793563, IN COOK COUNTY, ILLINOIS. PROPERTY COMMONLY KNOWN AS: 1322 WEBFORD AVE., DES PLAINES, IL. 60016 CONTAINING: 13,499.99 SQ. FT., 0.31 AC. (MORE OR LESS)

CONTAINING: TOTAL (ALL 3 PARCELS) 43,499.97 SQ. FT., 1.00 AC. (MORE OR LESS)

NOTE:

LEGAL DESCRIPTION AND PARTICULARS FOR PROPERTY SHOWN HEREON AS PARCEL 4 SHOWN FOR INFORMATIONAL PURPOSE ONLY - NOT A PART OF THIS SUBDIVISION

PARCEL 4:

LOT 31 AND LOT 32 (EXCEPT THE SOUTHEASTERLY 40 FEET THEREOF, IN BLOCK 1 IN DES PLAINES MANOR TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT 4793563, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 1330 WEBFORD AVE., DES PLAINES, IL, 60016

CONTAINING: 8,999.99 SQ. FT., 0.21 AC. (MORE OR LESS)

P.I.N. 09-17-306-039-0000

ZONING INFORMATION:

PROPERTY (PARCELS 1 THROUGH 3) IS ZONED C-5, CENTRAL BUSINESS

PROPERTY (PARCEL 4) IS ZONED C-3, GENERAL COMMERCIAL DISTRICT

FLOOD ZONE INFORMATION:

PER FEMA F.I.R.M. NO. 17031C0217J, DATED 08/19/2008, PROPERTY IS IN ZONE "X", AREAS OF MINIMAL FLOOD HAZARD.

SURVEYOR CERTIFICATE

STATE OF ILLINOIS COUNTY OF DUPAGE S.S.

THIS IS TO CERTIFY THAT I, JOSEPH GENTILE, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 2925, HAVE SURVEYED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY FOR THE PURPOSE OF CONSOLIDATING PARCELS (AS SHOWN HEREON) AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. CORNER MONUMENTS HAVE BEEN FOUND AS SHOWN HEREON IN ACCORDANCE WITH THE SUBDIVISION REPRULATIONS OF THE CITY OF DES PLAINES CODE. I FURTHER CERTIFY THAT THE PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE CITY OF DES PLANES WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN, THAT THE PROPERTY IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFED BY THE FEDERAL EMERGENCY WANAGEWERT AGENCY ON THE MOST RECENT FLOOD INSURANCE RATE MAP PANEL 217 OF 832, COMMUNITY PANEL NO. 17031C02175J, EFFECTIVE 8/19/2008. EFFECTIVE 8/19/2008.

BASIS OF BEARINGS: ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE

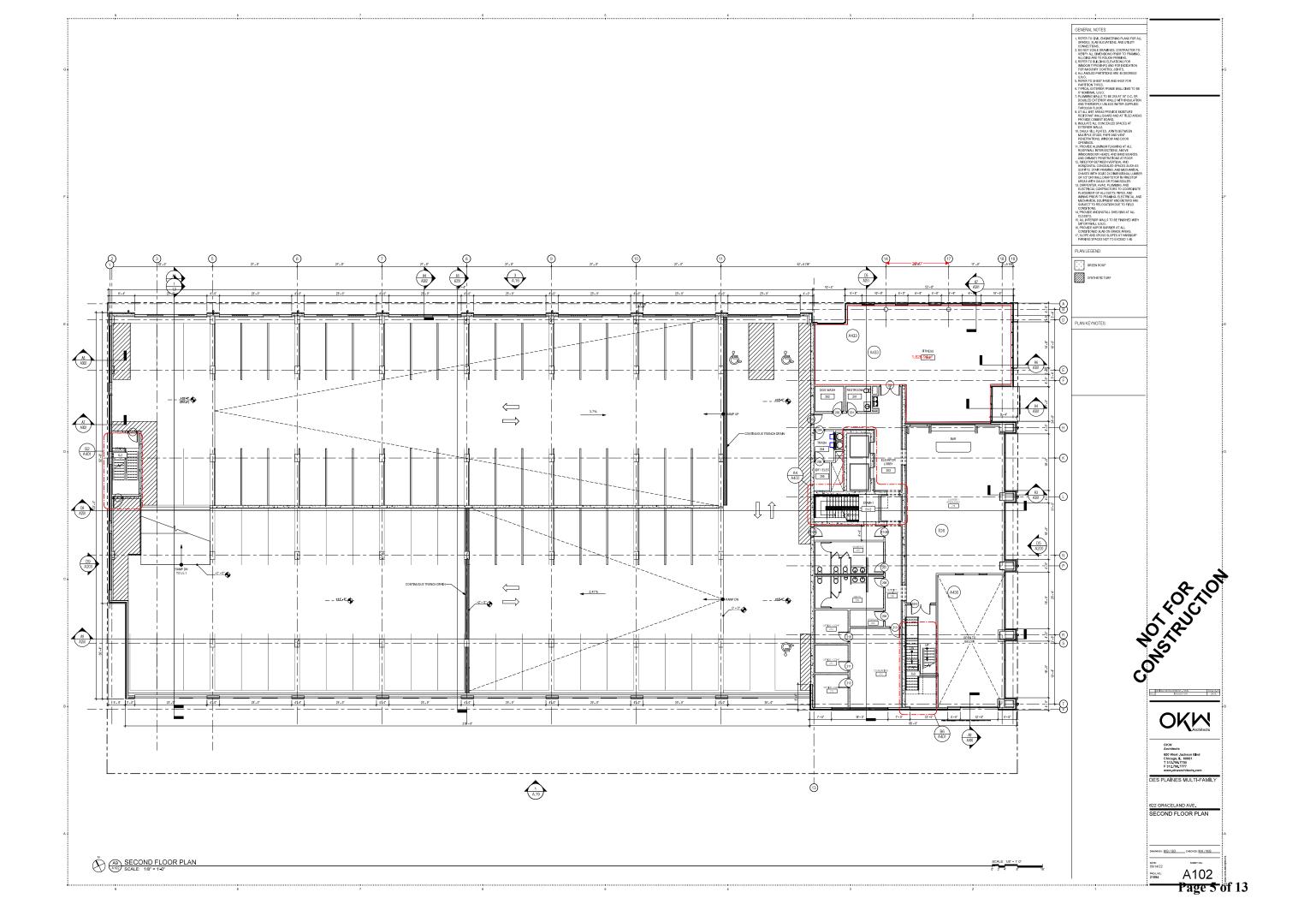
ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

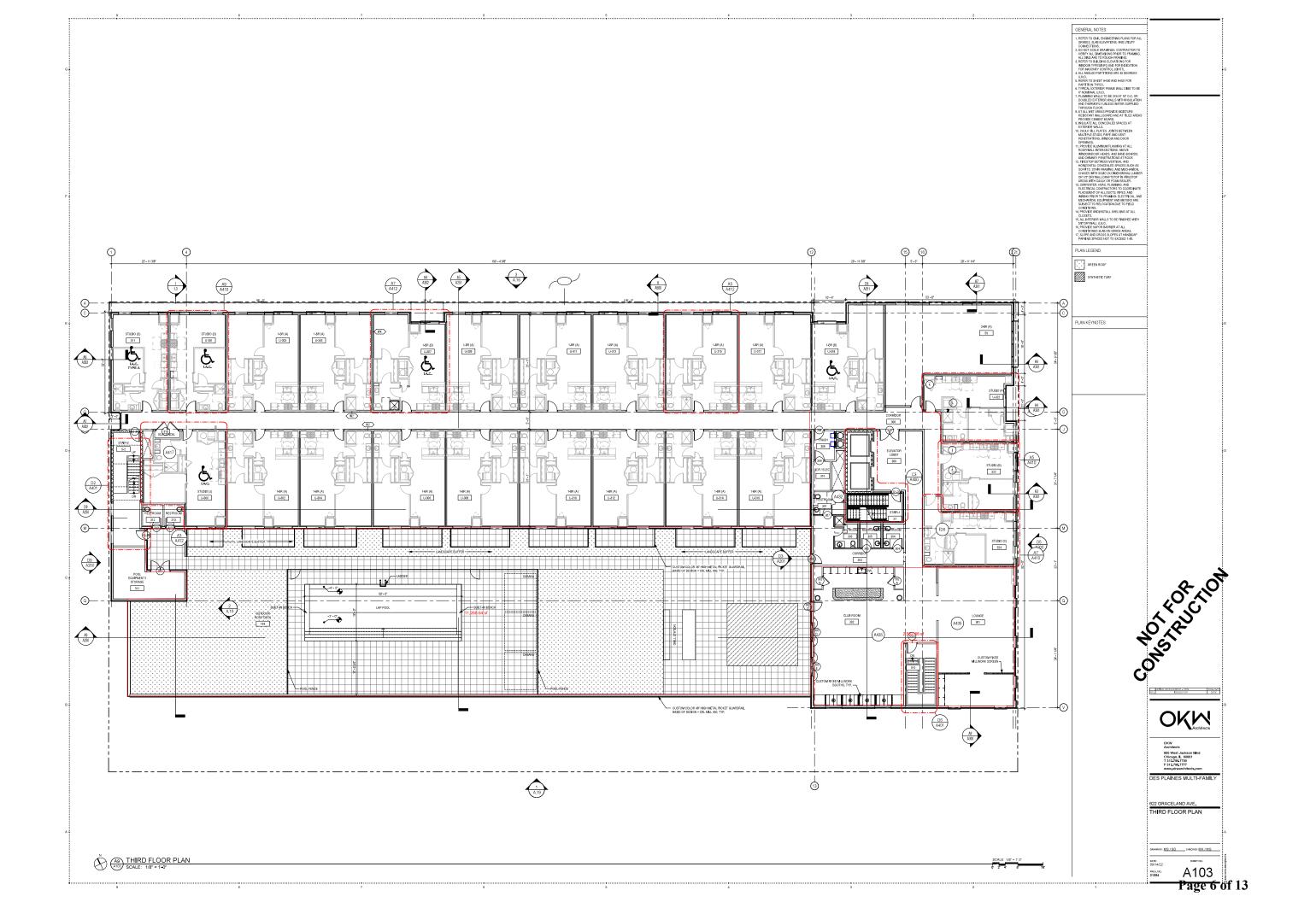
GIVEN UNDER MY HAND AND SEAL THIS 23TH DAY OF ______ FEBRUARY_, A.D. 2023

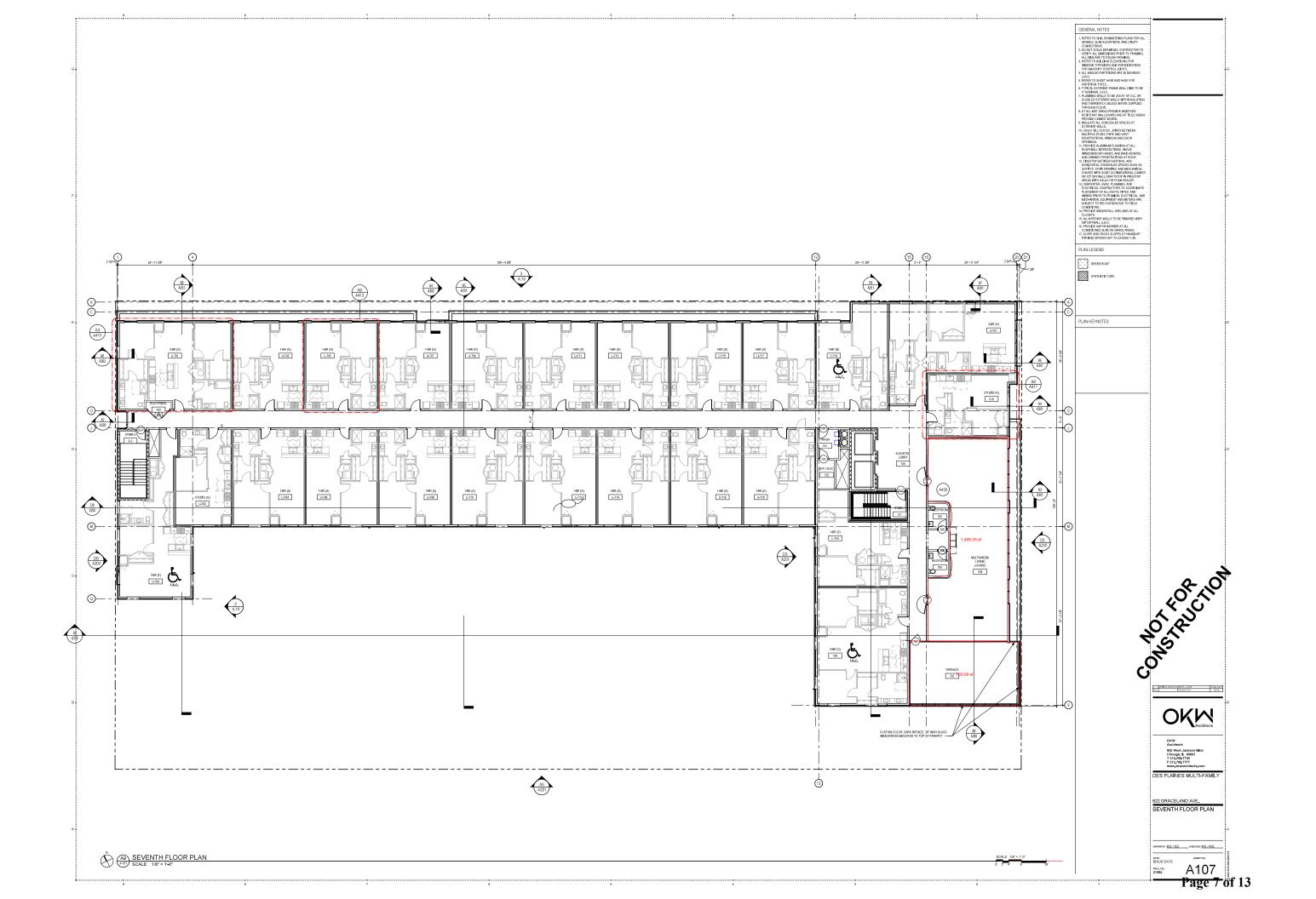
Page 4 of 13

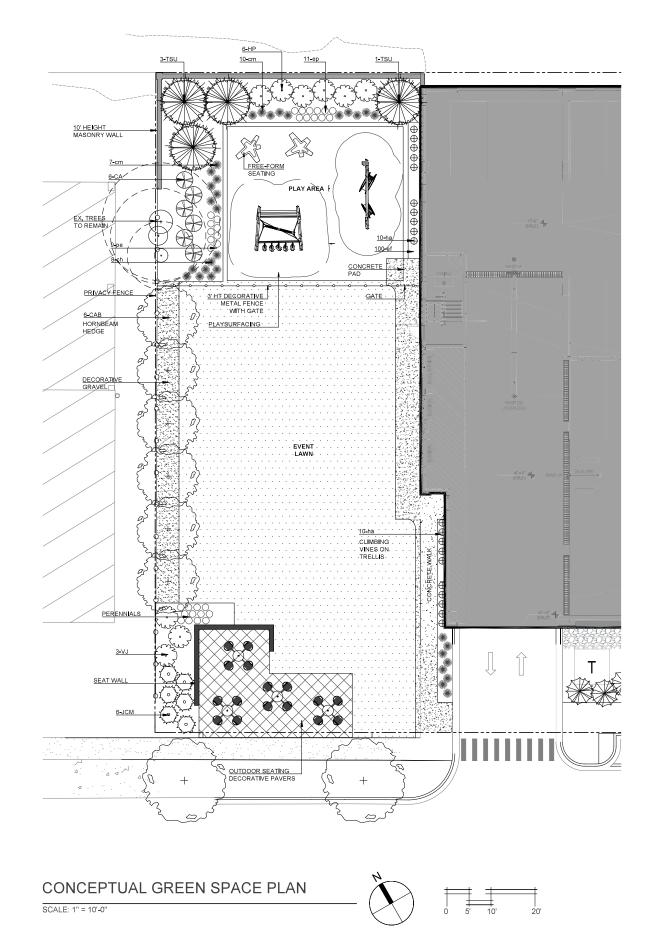
Joseph The Matele

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2925 MY LICENSE EXPIRES NOVEMBER 30, 2024











HORNBEAM HEDGE



FREE-FORM SEATING



OUTDOOR DINING



PLAY EQUIPMENT

DESPLAINES MULTIFAMILY

DESPLAINES, ILLINOIS Attachment 3

622 GRACELAND AVE



CLIMBING VINES



MODERN MASONRY WALL



MASONRY SEAT WALL



DATE:02-28-23

Page 8 of 13



TO: John Carlise, Director of C&E

From: Don Miletic, Executive Director

Subject: Graceland & Webford Impact Fees - Memo

Below are the accepted credits from the Des Plaines Park District. Due to the size and location of this dedicated public space the Park District is not interested in having this land deeded to the Des Plaines Park District. The amount due per the ordinance will be \$177,104.52 and these funds will be used for improvements at Prairie Lakes for a future project that will include the heavily used walking path and future lighting of fields along with improvements for the fields for all residents to enjoy.

Total Obligation		131	224.126	1.232693	\$289,023.36
Less Approved Dedications			SQ FT		
1330 Webford Dedication (Public)			9,000	0.21	\$ (48,443.18)
Webford/Garage Area Dedication (Public)			2,960	0.07	\$ -
Total Cash Donation Before Credits:					\$240,580.18
Council Approved Credits:					\$ -
Possible Credits in Floor Plan (Private)	Area	Acre			
Level 2 Fitness area	1,827	0.041942149			\$ (8,388.43)
Level 3 Indoor Amenity	2,563	0.058838384			\$-
Level 3 Pool deck	11,269	0.258700643			\$ (51,740.13)
Level 7 Multimedia Game Lounge	1,489	0.034182736			\$ -
Level 7 Outdoor Amenity	729	0.016735537			\$ (3,347.11)
	13,096				
Possible Total After Credits (Current Plans)					\$177,104.52



Administrative & Leisure Center • 2222 Birch Street • Des Plaines, IL 60018-3199 847-391-5700 • Fax: 847-391-5707 • desplainesparks.org

Attachment 4

CITY OF DES PLAINES

RESOLUTION R - 75 - 23

A RESOLUTION APPROVING CREDITS AND PAYMENT OF A FEE-IN-LIEU IN SATISFACTION OF CITY'S PARK LAND DEDICATION REQUIREMENT (622 GRACELAND AVENUE & 1330-1368 WEBFORD AVENUE).

WHEREAS, Mylo Residential Graceland Property, LLC, an Illinois limited liability company f/k/a 622 Graceland Apartments, LLC ("*Developer*"), is the contract purchaser of those certain parcels of real property located at the addresses commonly known 622 Graceland and 1330-1368 Webford in Des Plaines, Illinois (collectively, the "*Development Property*"); and

WHEREAS, the Developer intends to demolish and clear the existing structures on the Development Property, and construct a mixed-use residential, commercial, and parking development on the eastern portion of the Development Property with an adjoining public open spaces to be located on the western and southern portions of the Development Property (collectively, "*Development*").

WHEREAS, on April __, 2023, the City Council adopted Resolution No. R-74-23, approving a Final Plat of Subdivision for the eastern portion of the Development Property ("*Mixed-Use Parcel*"); and

WHEREAS, on April __, 2023, the City Council adopted Resolution No. R-76-23, approving a Development Agreement governing the development, construction, operation, and maintenance of the Development on the Development Property; and

WHEREAS, Chapter 4 of Title 13 of the City's Code of Ordinances establishes requirements for the dedication of park lands or the payment of a fee-in-lieu of such dedications by developers constructing new residential developments in the City ("*Land Dedication Regulations*"); and

WHEREAS, the Land Dedication Regulations require developers to dedicate park land or pay a fee-in-lieu in proportion to the density of the proposed residential development to the park district that would serve the development; and

WHEREAS, the Land Dedication Regulations also allow developers to receive credits against these obligations by providing their own open space for park and recreation areas as well as recreational facilities within private developments; and

WHEREAS, the Development is subject to the Land Dedication Regulations; and

WHEREAS, the Development is proposed to include 131 multifamily dwelling units consisting of 17 studio units, 103-one-bedroom units, and 11 two-bedroom units; and

WHEREAS, Section 13-4-4 prescribes the method for calculating the projected total resident population of the Development, which is 224, resulting in Developer's obligation to dedicate approximately 1.23 acres of park land to the Des Plaines Park District; and

WHEREAS, Section 13-4-3.A of the Land Dedication Regulations provides that when the land available for dedication is inappropriate or insufficient for park or recreational purposes, the City Council may instead allow the developer to pay a cash contribution in lieu of, or in combination with, the required land dedication (*"Fee-In-Lieu"*); and

WHEREAS, Section 13-4-3.B of the Land Dedication Regulations sets forth the manner in which the Fee-In-Lieu is calculated, pursuant to which the Fee-In-Lieu for the Development would be \$289,023.36; and

WHEREAS, Section 13-4-2.E of the Land Dedication Regulations provides that developers may receive credits against the required Fee-In-Lieu by providing on-site private open space or recreation facilities; and

WHEREAS, Section 13-4-2.F of the Land Dedication Regulations requires that all sites subject to the land dedication requirement shall be conveyed to the park district with jurisdiction either by warranty or trustee's deed; and

WHEREAS, Developer has proposed to provide (i) a 9,000 square foot passive recreation area on the lot commonly known as 1330 Webford ("*West Parcel Park*"); (ii) a 3,000 square foot open space area immediately south of the proposed mixed-use building along the Development's Webford Avenue frontage ("*Webford Open Space*"); and (iii) private amenity spaces for tenants within the development such as a swimming pool and deck, club room adjacent to the pool and deck, fitness area, multimedia lounge, and outdoor terrace, which City staff has determined has a collective contributory value of \$146,455.49 ("*Credit*"); and

WHEREAS, the Fee-in-Lieu less the Credit results in an adjusted fee-in-lieu of \$142,567.87 ("Adjusted Fee-In-Lieu"); and

WHEREAS, pursuant to Section 13-4-2 of the Land Dedication Regulations, the Des Plaines Park District ("*Park District*"), as the public body that will receive of the Adjusted Fee-In-Lieu, reviewed the Adjusted Fee-In-Lieu; and

WHEREAS, the Park District made a written recommendation to reduce the Credit and increase the Adjusted Fee-in-Lieu, which recommendation is set forth in the Park District Memorandum prepared by Don Miletic received by the City on March 22, 2023; and

WHEREAS, the City Council has determined that it is in the best interest of the City to (i) grant the Credit to the Developer; (ii) to require the Developer to pay the Adjusted Fee-In-Lieu; and (iii) to waive the requirement that title to West Parcel Park and the Webford Open Space be conveyed to the Des Plaines Park District; and

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 CREDIT AND ADJUSTED FEE-IN-LIEU. In

accordance with the Land Dedication Regulations, the City Council hereby approves the Credit and the payment by the Petitioner of the Adjusted Fee-in-Lieu in the amount of \$142,567.87, subject to the following conditions:

A. The Developer must construct the West Parcel Park and the Webford Open Space in accordance with the approved plans attached to and incorporated in the Development Agreement; and

B. Developer must enter into such covenants, easements, and agreements regarding its obligations to operate and maintain the West Parcel Park and the Webford Open Space as may be required by the Development Agreement.

C. The Petitioner must pay the Adjusted Fee-In-Lieu, in accordance with Section 13-4-5 of the City Code and the Development Agreement.

SECTION 3: WAIVER OF TITLE CONVEYANCE REQUIREMENT. The City

Council hereby waives the requirement of Section 13-4-2.F that title to the West Park Parcel and Webford Open Space be conveyed to the Des Plaines Park District.

<u>SECTION 4</u>: <u>EFFECTIVE DATE</u>. 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.

{00131455.2}

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date:	April 10, 2023
То:	Michael G. Bartholomew, City Manager
From:	John T. Carlisle, AICP, Director of Community and Economic Development $\mathscr{P}^{\mathcal{C}}$
Cc:	Stew Weiss, Partner, Elrod Friedman, City Attorney Timothy Oakley, Director of Public Works & Engineering Jon Duddles, Asst. Director of Public Works & Engineering/City Engineer Allen Yanong, Chief Building Official
Subject:	Proposed Mixed-Use Residential, Commercial, and Parking Development at 622 Graceland Avenue and 1332-1368 Webford Avenue, with Abutting Park/Open Space at 1330 Webford: Approve Development Agreement Pursuant to the Purchase and Sale Agreement for 1332 Webford

Issue: Mylo Residential Graceland Property, LLC (formerly 622 Graceland Apartments, LLC; Joe Taylor of Compasspoint Development as Manager) is the developer of the proposed Graceland-Webford mixed-use project and contract purchaser of the City-owned property at 1332 Webford Avenue. Pursuant to the purchase and sale agreement ("PSA") approved by the City Council in 2022, the City and developer must enter into a Development Agreement ("Agreement") governing the proposed project for the transaction to be executed. The Council's approval of the attached resolution will authorize the City to enter into the Agreement.

Background: On September 6, 2022 via Ordinance M-22-22, the Council authorized the City's entry into the PSA for 1332 Webford, currently a public parking lot. The contract was fully executed and effective on October 7, 2022. In addition to its contract with the City to acquire 1332 Webford, the developer is also pursuing final acquisition of (i) the Journal & Topics property at 622 Graceland-1368 Webford and (ii) the "Dance Building" property at 1330 Webford. The latter acquisition is required by the Council, with the ultimate purpose of the developer establishing and maintaining in perpetuity (binding on all transferees or successors) an approximately 9,000-square-foot publicly accessible park immediately west of the proposed building. The developer is also required to provide 25 public parking spaces within the building's garage, beyond those spaces required to meet the minimum requirements of the Zoning Ordinance. The developer's acquisition of 1332 Webford serves not only a practical purpose – the property is part of the land upon which the proposed project would be built – but also a legal purpose because the necessary zoning map amendment, approved by Ordinance Z-23-22, is not effective until the 1332 Webford sale is completed.

Agreement: The Development Agreement provides a framework for how the proposed project is proposed to be built and move through the phases of permitting, construction, and occupancy. Further, the Agreement is a mechanism for the City to reinforce certain requirements of the City Code, such as providing necessary public improvements in adjacent public right-of-way and the performance security guaranteeing completion. The

Agreement also incorporates exhibits showing building materials and design, park/open space programming, and landscaping to ensure the project will fulfill the vision and expectations that inspired the Council's initial approval in 2022. The following non-exhaustively summarizes key terms and components of the Agreement:

Development Plans

The executed PSA states an expectation that the Agreement would ensure the project "...be constructed, maintained and operated in accordance with plans approved by the (City Council)." Therefore, attached to and incorporated with the Agreement are plans that address these topics of particular interest to the Council and public:

- *Building and site design:* The floor plans and elevations show proposed materials that are updated from initial presentations in mid-2022 but are intended to align with the developer's pledges to the Council. There is a revised color scheme and substantially more face brick shown, particularly on the north and east elevations, as well as brick courses in the parking garage knee walls on the south elevation. The outdoor seating area for the proposed restaurant remains near the Graceland-Webford corner. On the Webford/south side, landscaping at the building foundation and adjacent to the proposed ground mechanicals (transformers), is intended for screening, softening of the foundation of the parking garage, and inviting use of the open space area between the public and the sidewalk. On the Graceland/east side, shrubbery at the building's base is combined with parkway trees to attempt to create an attractive streetscape.
- *Development engineering*: Although they are also intrinsic to the Final Plat of Subdivision approval, the final engineering plans, covering site and public improvements, are incorporated within the development agreement.
- *1330 Webford park (Dance Building site)*: Referred to throughout the Agreement as the "West Parcel" or "West Parcel Park," the Agreement incorporates a plan that shows seating near Webford, ample plantings along the west lot line, an event lawn, and a play area to the far north, which would be enclosed by a barrier to ensure no conflicts with the railroad tracks to the north. The developer must complete all demolition, site preparation, permitting, and construction for the park. Proposed play equipment must be reviewed and permitted by the City according to applicable park and recreation standards used typically by park districts or similar entities. Discussion under "Governing Documents" summarizes how the Agreement sets up the legal structure for the privately owned park to be built for the public and remain accessible to the public in perpetuity.

Public Improvements and Performance Security

Exhibit C to the Agreement lists the Department of Public Works and Engineering's (PWE) required public improvements, which include, for example, stormwater and sanitary sewers, water mains and service lines, sidewalks, curb and gutter, and street lighting. There is a specific coordination plan and meeting required between (PWE) and the developer/contractors required to occur at least one week before right-of-way construction begins. The improvements must be secured by the developer's posting of a letter of credit, with the City as the beneficiary. The process for approving reductions the letter of credit amount is articulated in the City Code and reinforced by the Agreement, with the additional limitation that there may only be two requests for reduction: one at 50 percent completion and another at 100 percent completion.

Construction Logistics: Demolition and Traffic Management

The Agreement requires obtaining all necessary demolition permits from the City and Cook County. The developer must present the City with a plan to mitigate dust, smoke, and other particulates resulting from demolition. The developer will be required to conduct all demolition in full compliance with the City's permitted work hours and to remove and dispose of all debris. Further requirements include installation of erosion control and such measures to temporarily divert or control any accumulation of stormwater away from or through the property while under construction. To facilitate the least disruptive construction staging and contractor access as possible, with sufficient continuous public safety access and service (i.e., Police and Fire), the developer must provide and have approved a Construction and Traffic Management Plan ("CTM Plan").

Page 2 of 103

Occupancy: Temporary and Final

The Agreement contemplates that the City, within its discretion, may issue temporary certificates of occupancy, allowing use on an initial, short-term basis once the building's life safety components are completed. However, ultimately the developer must obtain final certificates of occupancy. Under the Agreement, the City may "... refuse to issue a final certificate of occupancy for any building or structure located on the Development Property, as the case may be, until the improvements that are the responsibility of Developer are completed by Developer and approved by the City." Such improvements include the right-of-way public improvements and the 1330 Webford park components.

Diligent Pursuit of Construction

The Council's approval of the zoning change included discussion of assurances that the developer would move through with the project substantially as presented—that the project could not be abandoned after the developer's property acquisitions with the new zoning designation (C-5) remaining intact. Ordinance Z-23-22 and the approved 1332 Webford PSA establish that the developer/purchaser would not object to the City's rezoning the property to its former C-3 should the developer not pursue the project in accordance with the schedule incorporated into the Agreement; provided, however, the Agreement would allow the City Manager, based on a developer written request that identifies specific circumstance(s) beyond the developer's control, to extend deadlines within the schedule.

Governing Documents

While the Agreement is intended to address all activities and operation while the components are being built and in process toward being finally occupied, it also states requirements for additional legal documents to be created or provided and to take effect after the Agreement's term has ended:

- Operating and Reciprocal Easement Agreement (OREA): The developer must provide and the City Manager and City Attorney must approve a recordable document (against both the main building/site property and the 1330 Webford park property) to state obligations for the project's components to work effectively and be maintained (e.g., landscaping, driveways/aisle, stormwater facilities, snow removal utilities) and for easements to be granted for essential public safety access. This document would also cover the maintenance and terms of the publicly accessible open space between the garage and the sidewalk along Webford.
- *Public Parking Leaseback*: With a similar intent to a provision in the Parking License Agreement approved in 2018 for the Bayview-Compasspoint project at 1425 Ellinwood, the Graceland-Webford Agreement allows for the developer to survey the areas within the parking garage that are used for public parking and apply for a parcel division (PIN creation) through Cook County. Because the developer, or any successor/future owner, could not charge for or earn revenue from the 25 public parking spaces, the developer could seek tax-exempt status for the newly created public parking PIN within the garage.
 - The "leaseback" structure is at the advice of the City Council to allow for a potential exemption to be carried out under state law. To ensure a legal, enforceable lease, nominal consideration \$10 per year from the City (lessee) to the developer and/or any successor (lessor) would be necessary. The specific details of the PIN creation process and the \$10-per-year arrangement would be expressed in a subsequent Public Parking Leaseback agreement; provided, however, that there would be no conflict between that agreement and the Development Agreement.
- *West Park Parcel Covenant*: In a form acceptable to the City Attorney, a covenant would be recorded against the 1330 Webford property regarding its ongoing maintenance and operations. The owners of the 1330 Webford property and the main building property will remain jointly and severally liable to maintain and operate the park in perpetuity in accordance with approved plans and a maintenance schedule to be approved by the City's PWE Director, or their designee, prior to the issuance of a final certification of occupancy; and (ii) the City and members of the general public will be granted an **Page 3 of 103**

easement to use the park under the same terms and conditions as tenants of the building.

City Council Action: The Council should review all materials in the packet and, if satisfactory, may vote to approve Resolution R-76-23. The resolution authorizes the City's entry into the Development Agreement for the Graceland-Webford project at 622 Graceland Avenue and 1332-1368 Webford, with abutting park/open space at 1330 Webford.

Attachments:

Attachment 1: Updated Building Renderings

Resolution R-76-23

Exhibits Exhibit A: Development Agreement







CITY OF DES PLAINES

RESOLUTION R - 76 - 23

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DES PLAINES AND MYLO RESIDENTIAL GRACELAND PROPERTY LLC (622 GRACELAND AVENUE & 1330-1368 WEBFORD AVENUE).

WHEREAS, Mylo Residential Graceland Property, LLC, an Illinois limited liability company f/k/a 622 Graceland Apartments, LLC ("*Developer*"), is the contract purchaser of those parcels of real property known as 622 Graceland and 1330-1368 Webford in Des Plaines, Illinois (collectively, the "*Development Property*"); and

WHEREAS, the Developer intends to demolish and clear the existing structures on the Development Property, and construct a mixed-use residential, commercial, and parking development on the eastern portion of the Development Property with adjoining public open spaces to be located on the western and southern portions of the Development Property (collectively, "*Development*").

WHEREAS, on April ___, 2023, the City Council adopted Resolution No. R-74-23, approving a Final Plat of Subdivision and Consolidation for the eastern portion of the Development Property ("*Mixed Use-Parcel*"); and

WHEREAS, on April __, 2023, the City Council adopted Resolution No. R-75-23, approving park land dedication credits and the payment of a fee-in-lieu to satisfy the park land dedication requirements set forth in Title 13 of the City's Code of Ordinances ("*Subdivision Regulations*"); and

WHEREAS, the City of Des Plaines is the owner of the parcel known as 1332 Webford ("*City Parcel*") and has entered into a purchase and sale agreement ("*PSA*") with the Developer to allow the City Parcel to be incorporated into the Development subject to certain conditions; and

WHEREAS, the PSA required the Developer to enter into an agreement with City governing the construction of the Development on the Development Property as well as the ongoing maintenance and operation of the Development ("*Development Agreement*"); and

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

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:

<u>SECTION 1</u>: <u>**RECITALS**</u>. The foregoing recitals are incorporated into, and made a part

of, this Resolution as findings of the City Council.

{00131452.1}

SECTION 2: APPROVAL OF DEVELOPMENT AGREEMENT. The Development Agreement is approved in substantially the form attached to this Resolution as Exhibit A and in a final form to be approved by the General Counsel.

SECTION 3. AUTHORIZATION TO EXECUTE THE DEVELOPMENT AGREEMENT AND ANCILLARY AGREEMENTS FOR PUBLIC PURPOSES. The City Manager is authorized and directed to execute, on behalf of the City, the final Development Agreement, as well as any subsidiary agreements that are referenced within the Development Agreement to effectuate the purpose of the Development Agreement, including a leaseback agreement for any portion of the Development Property to be used or maintained for public purposes.

<u>SECTION 4</u>: **<u>EFFECTIVE DATE</u>**. 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

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Peter M. Friedman Elrod Friedman LLP 325 N. LaSalle Street, Suite 450 Chicago, IL 60654

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF DES PLAINES AND

MYLO RESIDENTIAL GRACELAND PROPERTY LLC

(622 GRACELAND AVENUE & 1330-1368 WEBFORD AVENUE)

DATED AS OF _____, 2023

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DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DES PLAINES AND MYLO RESIDENTIAL GRACELAND PROPERTY LLC (622 GRACELAND AVENUE & 1330-1368 WEBFORD AVENUE) DATED AS OF ______, 2023

THIS DEVELOPMENT AGREEMENT ("*Agreement*") is dated as of the ______day of ______, 2023 and is by and between the CITY OF DES PLAINES, an Illinois home rule municipal corporation ("*City*") and MYLO RESIDENTIAL GRACELAND PROPERTY LLC, an Illinois limited liability company, f/k/a 622 GRACELAND APARTMENTS, LLC ("*Developer*").

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the City's statutory and home rule powers, the parties agree as follows:

SECTION 1. RECITALS.*

A. The Development Property is an approximately one-acre assemblage of parcels located at the addresses known as 622 Graceland and 1330-1368 Webford in Des Plaines, Illinois.

B. The Development Property consists of the J&T Parcels, the City Parcel (together with the J&T Parcels, the "*Mixed-Use Parcel*"), and the West Parcel, all of which are legally described in **Exhibit A**, attached to this Agreement.

C. As of the Effective Date of this Agreement, Developer is the contract purchaser of the Development Property, consisting of the J&T Parcels, the City Parcel, and the West Parcel.

D. As of the Effective Date of this Agreement, the Development Property is located in the City's C-3 General Commercial District; however, on August 1, 2022, the Corporate Authorities adopted Ordinance Z-23-22 which will rezone the Mixed-Use Parcel to the C-5 Central Business District upon the occurrence of the Title Acquisition Date.

E. The Development Property is improved with the following buildings and structures:

- 1. the J&T Parcels are improved with two single-story structures;
- 2. the City Parcel is improved with a surface parking lot; and
- 3. the West Parcel is improved with a two-story residential and commercial building.

F. The Developer intends to demolish and clear the existing structures on the Development Property, and construct a mixed-use residential, commercial, and parking

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^{*}All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in Section 2 of this Agreement, or as elsewhere specifically defined in this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the City Code, Zoning Ordinance, or Subdivision Regulations.

development on the Mixed-Use Parcel with an adjoining public open space to be located on the West Parcel.

G. The Developer has filed applications with the City for the purposes set forth in these Recitals.

H. The Corporate Authorities have concluded that the development and use of the Development Property pursuant to and in accordance with this Agreement will: (1) further enable the City to regulate the development of the Development Property; (2) produce increased tax revenues for the various taxing districts authorized to levy taxes on the Development Property; and (3) serve the best interests of the City and its residents.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. <u>**Definitions.</u>** Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context. All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in this Section and the other provisions of this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the City Code, Zoning Ordinance, or Subdivision Regulations.</u>

Business Day: Any calendar day other than a Saturday, Sunday or legal holiday under the laws of the State of Illinois.

City Attorney: The duly appointed City Attorney of the City.

City Clerk: The duly elected City Clerk of the City.

City Code: The City Code of the City of Des Plaines, as the same may be amended from time to time.

City Manager: The duly appointed City Manager of the City.

City Parcel: That parcel of real property known as 1332 Webford Avenue, Des Plaines, consisting of approximately 13,500 square feet, owned by the City, and legally described in **Exhibit A** attached to this Agreement.

Concurrent Approvals: Defined in Section 3.A. of this Agreement.

Construction Regulations: Title 10 of the City Code, as may be amended from time to time.

Corporate Authorities: The Mayor and City Council of the City of Des Plaines, Illinois.

CTM Plan: The Construction and Traffic Management Plan, as further defined in Section 6.F.1 of this Agreement.

Developer: Defined in the first paragraph of this Agreement.

Development: The Mixed-Use Building, the West Parcel Park, and the Improvements, collectively.

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Development Approvals: Those ordinances, resolution, permits, and administrative approvals listed in Section 3 of this Agreement including both the Prior Approvals listed in Section 3.A and the Concurrent Approvals listed in Section 3.B.

Development Engineering Plan: The engineering plan for the Development listed and described in **Exhibit B** to this Agreement.

Development Landscape Plan: The landscape plan for the Development listed and described in **Exhibit B** to this Agreement.

Development Permitting and Construction Schedule: The schedule established pursuant to Section 6.E and included as **Exhibit D** to this Agreement.

Development Plan: Collectively, those plans listed and described in **Exhibit B** to this Agreement.

Development Property: Defined in Section 1.B of this Agreement and collectively legally described in **Exhibit A** to this Agreement.

Development Site Plan: The site plan for the Development listed and described in **Exhibit B** to this Agreement.

Director of Public Works and Engineering: The duly appointed Director of Public Works and Engineering of the City.

Effective Date: The latest date of execution of this Agreement by all of the Parties as set forth in the first paragraph of page one of this Agreement.

Events of Default: Defined in Section 16.A of this Agreement with respect to Developer, in Section 16.B of this Agreement with respect to the City.

Governing Documents: Those agreements, easements, and covenants described in Section 7 including the OREA, the Public Parking Leaseback Agreement, and the West Parcel Park Covenants and Easements Agreement.

Improvements: The on-site and off-site improvements to be constructed and installed in connection with the Development, as provided in Sections 4 and 5 of this Agreement, including, without limitation, the Public Improvements to be installed pursuant to the Development Plan, but specifically excluding the Mixed-Use Building and any other Structures to be constructed as part of the Development.

J&T Parcels: Those parcels of real property known as 622 Graceland Avenue and 1368 Graceland, Des Plaines, consisting of approximately 30,000 square feet, owned by Wessell Holdings LLC, and legally described in **Exhibit A** to this Agreement.

Maintenance Guarantee: Defined in Section 12.D of this Agreement.

Mixed-Use Building: The seven-story, approximately 187,000 square foot building proposed to be constructed by Developer on the Mixed-Use Parcel to be used for residential, commercial, and parking purposes.

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Mixed-Use Parcel: The parcel resulting from the consolidation of the J&T Parcels and the City Parcel by the Plat of Subdivision.

OREA: That certain Operations and Reciprocal Easement Agreement that will be recorded against the Development Property pursuant to Section 7.A of this Agreement.

Parties: Developer and the City, collectively.

Person: Any corporation, partnership, individual, joint venture, limited liability company, trust, estate, association, business, enterprise, proprietorship, governmental body or any bureau, department or agency thereof, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, authorized assign, or fiduciary acting on behalf of any of the above.

Planning and Zoning Board: The Planning and Zoning Board of the City, established by Section 2-2-1 of the City Code.

Plat of Subdivision: That certain "Tentative and Final Plat of Subdivision Graceland/ Webford Subdivision to Consolidate Lots" prepared by Gentile & Associates, Inc., consisting of two sheets, approved by City of Des Plaines Resolution No. R-74-23.

PSA: That certain Real Estate Purchase and Sale Agreement by and between the City and Developer, then known as 622 Graceland Apartments, LLC, dated October 7, 2022.

Public Improvements: Those Improvements that will be dedicated to, and accepted by, the City, and listed and described in **Exhibit C** to this Agreement.

Public Parking Spaces: Those 25 indoor parking spaces to be located within the Mixed-Use Building that will be reserved for use by the general public pursuant to the Public Parking Leaseback Agreement.

Public Parking Leaseback Agreement: The agreement to be entered into by the City and Developer pursuant to Section 7.B of this Agreement for the leaseback to the City of the Public Parking Spaces to be constructed within the Mixed-Use Building.

Requirements of Law: All applicable laws, statutes, codes, ordinances, resolutions, rules, regulations, and policies of the City and any federal, state, local government, or governmental agency with jurisdiction over the Development Property.

Public Right-of-Way Improvements: Those Public Improvements to be constructed on or within the publicly owned rights-of-way that are adjacent to or in the vicinity of the Development Property, as listed and described in **Exhibit C** to this Agreement.

Site Restoration: Site restoration and modification activities to establish a park-like setting suitable for passive outdoor recreational activities, including, without limitation, demolition of partially constructed improvements and Structures, regrading, erosion control, and installation of sod or seeding.

Stormwater Improvements: Those stormwater improvements depicted on the Development Engineering Plans, including, without limitation, private storm sewers, related equipment, appurtenances, swales, mains, service lines, and storm drainage and detention areas

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Exhibit A

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installed and maintained on the Development Property and the West Parcel to ensure adequate stormwater drainage and management and to collect and direct stormwater into the City's storm sewer system, as listed and described in **Exhibit C** to this Agreement.

Structure: Anything constructed or erected, the use of which requires permanent or temporary location on the ground or attachment to something having a permanent or temporary location on the ground. "Structure" shall in all cases be deemed to refer to both structures and buildings, including, without limitation, the Mixed-Use Building.

Subdivision Regulations: Title 13 of the City Code, as may be amended from time to time.

Title Acquisition Date: The latest date by which (i) the City has conveyed title for the City Parcel to Developer pursuant to and in accordance with the PSA, and (ii) Developer has acquired title to the West Parcel from the West Parcel Owner.

Transferee Assumption Agreement: Defined in Section 14.B.4 of this Agreement.

Uncontrollable Circumstance: Any of the following events and circumstances that materially change the costs or ability of Developer to carry out its obligations under this Agreement:

- a. a change in the Requirements of Law;
- b. insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;
- c. pandemic, epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather conditions preventing performance of work, or other similar act of God;
- d. governmental condemnation or taking other than by the City;
- e. strikes or labor disputes, other than those caused by the unlawful acts of Developer, its partners, or affiliated entities;
- f. delays caused by the breach of this Agreement or default under this Agreement by the City;
- g. governmental moratoriums;
- h. inability to obtain any material or service due to shortages or supply chain disruption.

Uncontrollable Circumstance does not include: (i) delays caused by weather conditions, unless the weather conditions are unusually severe or abnormal considering the time of year and the particular location involved; (ii) economic hardship or economic conditions; or (iii) a failure of performance by a contractor (except as caused by events that are Uncontrollable Circumstances as to such contractor).

Vertical Construction: The construction of any portion of a Structure above grade level.

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Webford Open Space: An approximately 3,000 square-foot passive recreation area to be constructed on the Mixed-Use Parcel between the parking lot and the Webford Avenue frontage.

West Parcel: That parcel of real property known as 1330 Webford Avenue, consisting of approximately 9,000 square feet, owned by the West Parcel Owner, and legally described in **Exhibit A** to this Agreement.

West Parcel Owner: Cloud4U LLC, an Illinois limited liability company.

West Parcel Park: A passive recreational area to be constructed on the West Parcel by Developer as part of the Development in accordance with the West Parcel Park Plan and reserved for use by the general public.

West Parcel Park Plan: The plan for the West Parcel Park listed and described in **Exhibit B** to this Agreement.

City: The City of Des Plaines.

Zoning Ordinance: The "Des Plaines Zoning Ordinance of 1998," as amended.

B. <u>Rules of Construction</u>.

1. <u>Grammatical Usage and Construction</u>. In construing this Agreement, plural terms are to be substituted for singular and singular for plural, in any place in which the context so requires.

2. <u>Headings</u>. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

3. <u>Calendar Days; Calculation of Time Periods</u>. Unless otherwise specified in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Development Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central prevailing time.

4. <u>Compliance and Conflict with Other Requirements</u>. Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among this Agreement and any plan, document, or Requirement of Law referenced in this Agreement, the plan, document, or Requirement of Law that provides the greatest control and protection for the City, as determined by the City Manager, will control. All of the provisions set forth in this Agreement, and all referenced plans, documents, and Requirements of Law are to be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

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SECTION 3. APPROVAL OF DEVELOPMENT.

A. <u>**Prior Approvals**</u>. The Corporate Authorities previously granted the following approvals for the Development:

1. <u>Ordinance M-22-22</u> "An Ordinance Approving and Authorizing the Execution of a Purchase and Sale Agreement for the Sale of the Development Property Located at 1332 Webford Avenue," adopted by the Corporate Authorities on September 6, 2022, which approved and authorized the execution of the PSA to convey the City Parcel to Developer.

2. <u>Ordinance Z-23-22</u> "An Ordinance Approving a Zoning Map Amendment for 622 Graceland Avenue, 1332 Webford Avenue, and 1368 Webford Avenue," adopted by the Corporate Authorities on August 1, 2022, which rezoned the J&T Parcels and the City Parcel from the C-3 General Commercial District to the C-5 Central Business District. Ordinance Z-23-22 does not become legally effective unless and until the occurrence of the Title Acquisition Date.

B. <u>Concurrent Approvals</u>. Concurrent with the approval of this Agreement, the Corporate Authorities intend to adopt the following ordinances in connection with the Development:

1. <u>Resolution R-74-23</u> "A Resolution Approving a Tentative and Final Plat of Subdivision for 622 Graceland and 1332-1368 Webford" approving the Plat of Subdivision for the Mixed-Use Parcel; and

2. <u>Resolution R-75-23</u> "A Resolution Approving Park Land Dedication/Fee-in-Lieu" approving park land dedication credits and the payment of a fee-in-lieu to satisfy the park land dedication requirements set forth in Chapter 4 of the Subdivision Regulations and as more fully described in Section 8 of this Agreement.

SECTION 4. <u>DEVELOPMENT, USE, OPERATION, AND MAINTENANCE OF THE</u> <u>DEVELOPMENT PROPERTY</u>.

Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the City Code, the Zoning Ordinance, the Subdivision Regulations, or any other rights Developer may have, during the term of this Agreement, the Development Property may be developed, used, operated, and maintained only pursuant to, and in accordance with, the terms and provisions of this Agreement and its exhibits, including, without limitation, the following development conditions. Development, use, operation, and maintenance of the Development Property in a manner materially deviating from these conditions will be deemed a violation of this Agreement and Developer's obligations hereunder, as the case may be, and an Event of Default pursuant to Section 16.A of this Agreement, subject to any applicable notice or cure period.

A. <u>Responsibilities</u>.

1. Developer is responsible for development and construction of the Development in the manner set forth below.

2. Developer will ensure that the Development is used, operated, and maintained in compliance with the Development Approvals and the Governing Documents.

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B. <u>**Development**</u>. The Development must consist of the following required elements, all of which were promised by Developer and served as an enticement to the City to enter into this Agreement and to adopt the Development Approvals:

1. <u>Mixed-Use Building</u>. The Mixed-Use building will include the following characteristics and amenities as all depicted in the Development Plan:

- a. <u>Building Dimensions</u>:
 - i. Approximately 187,000 square feet of gross floor area; and
 - ii. Seven stories reaching no more than 82 feet in height.
- c. <u>Residential Units</u>: 131 Multi-family dwelling units including:
 - i. 17 studio apartments;
 - ii. 103 one-bedroom apartments; and
 - iii. 11 two-bedroom apartments.

The mix of apartment units may be revised by Developer, subject to City Council approval by resolution duly adopted, so long as the number of proposed bedrooms does not create a need for additional off-street parking on the Mixed-Use Parcel. Developer will be responsible for any additional fee-in-lieu of park land dedication that may be due under Chapter 4 of the Subdivision Regulations as a result of a change in the mix of apartment units.

- d. <u>Tenant Amenities</u>: Residential tenant amenities including:
 - i. coworking office space;
 - ii. fitness area;
 - iii. lounges and meeting rooms;
 - iv. club room with bar;
 - v. multimedia/game lounge;
 - vi. outdoor dog run and indoor dog wash;
 - vii. indoor bike parking; and
 - viii. outdoor swimming pool and recreation deck.
- e. <u>Commercial Areas</u>: Approximately 2,800 square foot commercial restaurant and lounge featuring an outside serving window and a bi-level serving and seating area.

- f. <u>Parking</u>: An indoor parking garage containing 179 indoor parking spaces including:
 - i. 154 spaces reserved for residential tenants, commercial customers, and employees; and
 - ii. 25 spaces reserved for use by the general public;

Development will also include five on-street parking spaces and one loading space along the Webford Avenue frontage of the Mixed-Use Parcel, to be constructed as part of the Public Improvements at Developer's sole cost and expense and dedicated to the City upon completion.

g. <u>Webford Open Space</u>: An approximately 3,000 square foot publicly accessible passive recreation area to be located on the Mixed-Use Parcel between the garage and the Webford Avenue frontage.

2. <u>West Parcel Park</u>. An approximately 9,000 square foot publicly accessible, passive recreation area developed and maintained in accordance with the West Parcel Park Plan and the West Parcel Park Covenants and Easements Agreement.

D. <u>General Use and Development Restrictions</u>: The development, use, operation, and maintenance of the Development on the Development Property, as the case may be, must, except for minor alterations due to final engineering and site work approved by the Director of Public Works and Engineering or the Director of Community and Economic Development, as appropriate, comply, and be in accordance, with the following:

- 1. This Agreement;
- 2. The Development Approvals;
- 3. The Development Plan, and all individual plans and documents of which it is comprised;
- 4. The Zoning Ordinance;
- 5. The Construction Regulations;
- 6. The Subdivision Regulations;
- 7. The Governing Documents; and
- 8. The Requirements of Law.

Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among any of the plans or documents listed as or within items 1 through 8 of this Section 4.D, the interpretative provisions of Section 2.B.4 will govern.

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SECTION 5. IMPROVEMENTS.

A. <u>Design and Construction of the Improvements</u>.

1. <u>Description of Improvements</u>. The Improvements depicted and described on the Development Engineering Plan and the other components of the Development Plan, and include, without limitation, the following:

- a. The Stormwater Improvements;
- b. Sanitary sewer mains and service lines;
- c. Water mains and service lines;
- d. The Public Right-of-Way Improvements, as described in Section 5.C of this Agreement; and
- e. The landscaping, as depicted in the Development Landscape Plan.

The Public Improvements are more fully described in the Public Improvements Chart attached as **Exhibit C** to this Agreement.

2. <u>General Standards</u>. All Improvements must be designed and constructed pursuant to and in accordance with the Development Approvals, and will be subject to the reasonable written satisfaction of the Director of Public Works and Engineering in accordance with the City Code, and the Subdivision Regulations. All work performed on the Improvements must be conducted in a good and workmanlike manner, with due dispatch, and in compliance with the Public Improvement Construction Plan, as well as all permits issued by the City for construction of the Improvements, subject to Uncontrollable Circumstances. All materials used for construction of the Improvements must be new and of first-rate quality.

3. <u>Public Improvement Construction Plan.</u>

a. Developer must submit all necessary documents required for the issuance by the City of building permits for the construction of the Improvements in accordance with the Development Permitting and Construction Schedule required by Section 6.F.

b. Prior to commencing any construction of any Public Improvement, or of any part of the Development that will affect existing utilities or roadways, Developer must meet with the Director of Public Works and Engineering, or their designee, to develop a mutually agreeable plan and schedule for all such construction ("*Public Improvement Construction Plan*"). The meeting must take place not less than one week prior to the commencement of any such construction. After the meeting, Developer must prepare and submit minutes of the meeting to the Director of Public Works and Engineering. No construction may occur prior to the approval by the Director of Public Works and Engineering of the meeting minutes and the Public Improvement Construction Plan, which approval shall not be unreasonably withheld, conditioned, or delayed.

c. Developer must complete and make ready the Improvements for inspection, approval and, where appropriate, acceptance by the City pursuant to the Public Improvement Construction Plan. Developer may be allowed extensions of time beyond the

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completion dates set forth in such construction schedule only for unavoidable delay caused by Uncontrollable Circumstances or as may be reasonably approved by the City Manager.

4. <u>Contract Terms; Prosecution of the Work</u>. Developer must include in every contract for work on the Improvements an acknowledgement from the contractor that (i) such contractor has received a copy of this Agreement, the Development Approvals, the Development Plan, and the Public Improvement Construction Plan and (ii) subject to Uncontrollable Circumstances, such contractor understands that this Agreement, the Development Approvals, the Development Plan, the Development Plan, the Development Plan and the Public Improvement Construction Plan and the Requirements of Law govern construction of the Development.

5. <u>Engineering Services</u>. Developer must provide, at its sole cost and expense, all engineering services for the design and construction of the Improvements that are the responsibility of Developer, by a registered Illinois professional engineer responsible for overseeing the construction of the Improvements and by an environmental construction manager with respect to any and all site remediation. Developer must promptly provide the City with the name of a local owner's representative and a telephone number or numbers at which the owner's representative can be reached.

6. <u>**City Inspections and Approvals.**</u> All work on the Improvements is subject to reasonable inspection and approval by City representatives at all reasonable times upon reasonable prior written notice. Developer will provide access to the Development Property for the purpose of conducting these inspections during regular operating hours and within 12 hours outside of regular operating hours following reasonable prior written notice by the City. City representatives shall abide by the reasonable safety precautions established by Developer and/or Developer's contractor during any such access, and City representatives shall access the Development Property at their own risk.

7. <u>Other Approvals</u>. Where the construction and installation of any Improvement requires the consent, permission, or approval of any third-party public agency, utility, or private party, Developer must promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be reasonably required to obtain the consent, permission, or approval.

B. <u>Utilities</u>. Developer must, at its sole cost and expense, and in accordance with and pursuant to the Development Plan, upgrade the connection of all utilities to facilities located on the Development Property. No utilities located on the Development Property may be connected to the sewer and water utilities belonging to the City except in accordance with the applicable provisions of the City Code and upon payment all fees required pursuant to the City Code.

C. <u>Public Right-of-Way Improvements</u>.

1. <u>**Grant of Temporary Construction License.**</u> Subject to the terms and conditions set forth in this Agreement, the City grants to Developer, and Developer accepts, a non-exclusive license, which may not be revoked during the term of this Agreement, and is for the benefit of Developer and its successors and assigns in this Agreement, for the construction, installation, completion, and maintenance at the sole effort, cost, and expense of Developer, of Improvements within City-owned rights-of-way and, as necessary, within adjacent City-owned parcels (collectively, the *"Licensed Premises"*), all as depicted in the Development Engineering Plan, and pursuant to and in strict accordance with the terms and provisions of this Section 5.C

and the other provisions of this Agreement ("**PROW Construction License**"), including, without limitation:

- a. The Public Right-of-Way Improvements listed in **Exhibit C** to the Agreement.
- b. <u>Utility Line Burial</u>. The burial of all existing and proposed utility lines and poles, on or in the public right-of-way adjacent to, the Development Property including conduit for street lighting; and
- c. <u>Landscaping in Public Rights-of-Way</u>. Installation of landscaping materials within the rights-of-way adjacent to the Development Property, as depicted in the Development Landscape Plan.

2. Limitation of Interest.

- a. Except for the PROW Construction License granted pursuant to this Section 5.C, Developer does not and will not have any legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in any portion of the Licensed Premises, or the Webford Avenue right-of-way, or any other City-owned property or right-of-way. Specifically, and without limitation of the foregoing, Developer acknowledges and agrees that nothing in this Agreement is to be interpreted to provide a license to Developer to alter any City-owned right-of-way in any way other than for the installation of the Public Right-of-Way Improvements identified in this Section 5.C.
- b. Graceland Avenue is a right-of-way under the jurisdiction of the Illinois Department of Transportation (IDOT) and the City does no have the authority to grant any license or permission for work within the Graceland Avenue right-of-way. Developer will take all necessary actions to obtain the necessary permissions or licenses from IDOT for the construction of those Public Right-of-Way Improvements within the Graceland Avenue right-of-way.

3. <u>Construction of the Public Right-of-Way Improvements</u>. Developer must construct the Public Right-of-Way Improvements in substantial compliance with and pursuant to the Development Plan and this Agreement, in a good and workmanlike manner, and subject to inspection and approval by the City and, where appropriate, IDOT. Specifically, and without limitation of the foregoing, during the period of installation, Developer must: (a) construct all Public Right-of-Way Improvements in specific locations and of specific designs approved in advance by the Director of Public Works and Engineering, which approval shall not be unreasonably withheld, conditioned, or delayed, and, for landscaping improvements, by the City's Director of Public Works and Engineering, which approval shall not be unreasonably withheld, conditioned, or delayed, and, for landscaping improvements, by the City's Director of Public Works and Engineering, which approval shall not be unreasonably withheld, conditioned, or delayed, and, for landscaping improvements, by the City's Director of Public Works and Engineering, which approval shall not be unreasonably withheld, conditioned to the Licensed Premises and all streets, sidewalks, and other public property in and adjacent to the Licensed Premises in a safe, good and clean condition at all times.

4. **<u>City's Reservation of Rights Over Licensed Premises</u>**. The City hereby reserves the right to use the Licensed Premises in any manner that will not prevent, impede, or

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interfere in any way with the exercise by Developer of the rights granted pursuant to this Section 5.C. The City will have the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, or across the Licensed Premises rights-of-way. The City further reserves its right of full and normal access to the Licensed Premises for the maintenance of any existing or future utility located thereon. The foregoing notwithstanding, any delays in Developer's construction within the Licensed Premises caused by the City's exercise of its reserved rights set forth herein shall be deemed delays arising from Uncontrollable Circumstances.

5. **Liens.** Developer must, at its sole cost and expense, take all necessary action to keep all portions of the Licensed Premises free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any work performed by the Developer or its agents.

6. <u>Maintenance of Right-of-Way by City</u>. Without limitation of the provisions of Section 13 of this Agreement, the City will not be liable for any damage that may occur to the Public Right-of-Way Improvements as a result of the City's necessary maintenance responsibilities with regard to any right-of-way that is subject to the PROW Construction License, except to the extent arising from the gross negligence or willful misconduct of the City's representatives. Any maintenance, repair, or replacement of the Improvements necessary as a result of such City maintenance or other work will be at the sole cost and expense of Developer, through and including the date of expiration of the License, as set forth in Section 5.C.8 of this Agreement.

7. <u>**Term.**</u> The PROW Construction License granted pursuant to this Section 5.C will expire upon the acceptance by the City of all Public Right-of-Way Improvements pursuant to Section 5.E of this Agreement.

D. <u>Prevailing Wage</u>. If applicable, Developer shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/00.1 et seq.) for construction of the Public Improvements and any Improvements which will be conveyed to any unit of government, including IDOT, or if the cost of constructing the Improvements will be reimbursed by public funds.

E. <u>Timing of Construction of the Improvements</u>. The City has the right, but not the obligation, to refuse to issue a final certificate of occupancy for any building or Structure located on the Development Property, as the case may be, until the Improvements that are the responsibility of Developer are completed by Developer and approved by the City. The foregoing does not preclude the City's issuance of temporary certificates of occupancy pursuant to the applicable provisions of the City Code. The issuance of any temporary certificate of occupancy by the City at any time prior to completion of all of the Improvements by Developer, and approval of the applicable Improvements by the City will not constitute a waiver of the City's right to withhold any final certificate of occupancy and will not confer on Developer any right or entitlement to any other certificate of occupancy.

F. <u>Dedication and Maintenance of the Improvements</u>.

1. **Final Inspection and Approval of the Improvements.** The inspection, approval, acceptance, and maintenance of the Improvements must be in accordance with Section 13-2-8 and 13-3-5 of the Subdivision Regulations. Developer must notify the City when it believes that any or all of the Improvements on the Development Property have been fully and properly completed and must request final inspection and approval of the Improvement or Improvements

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by the City. The notice and request must be given far enough in advance, and in no event with less than one week's advance notice, to allow the City time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow Developer time to make all required repairs and corrections prior to the scheduled completion date (as may be established pursuant to this Agreement or in the permits issued by the City for construction of the Improvements). The Developer must promptly make all necessary repairs and corrections as specified on the punch list. The City is not required to approve any portion of the Improvements until: (a) all of the Improvements as may be required pursuant to this Agreement, including all punch list items, have been fully and properly completed; and (b) the City's Director of Public Works and Engineering has determined that the specific Improvement has been constructed to completion, in accordance with the Development Plan and Requirements of Law, which determination shall not be unreasonably withheld, conditioned, or delayed. Prior to the issuance by the City of a final certificate of occupancy for any Structure on the Development Property, as the case may be, the Developer must install all landscaping on the Development Property, as depicted on the Development Plan.

2. <u>Dedication and Acceptance of Public Improvements</u>. Neither the execution of this Agreement, nor the approval of the Development Approvals, nor the execution and recordation of the Plat of Subdivision constitutes acceptance by the City of any Public Improvements that are depicted as "dedicated" on the Plat of Subdivision or on the Development Plan, if any. The acceptance of ownership of, and responsibility for, a specific approved Improvement as a Public Improvement may be made only by the Corporate Authorities, by adoption of a resolution, and only in compliance with the requirements of the Subdivision Regulations.

3. **Transfer of Ownership of the Public Improvements and Easements to the City.** Upon the approval of, and prior to acceptance of, the Public Improvements to be accepted by the City pursuant to Chapter 3 of the Subdivision Regulations and Section 5.E of this Agreement, Developer must execute, or cause to be executed, all documents as the City may request to transfer ownership of, or to provide easements in, the Public Improvements to, and to evidence ownership of the Public Improvements by, the City, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the City in writing, which instruments shall be subject to the review and approval of Developer, which approval shall not be unreasonably withheld, conditioned, or delayed. Developer must, at the same time (a) grant, or cause to be granted, to the City all insured easements or other property rights as the City may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the City, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the City in writing, and (b) provide a written estimate of the monetary value of each Public Improvement to be accepted by the City.

4. <u>Maintenance of Public Improvements</u>. For a period of 18 months following acceptance by the City of the Public Improvements, Developer must, at its sole cost and expense, maintain the Public Improvements without any modification, except as specifically approved in writing by the Director of Public Works and Engineering, in a first-rate condition at all times. Developer hereby guarantees, on its behalf and on behalf of its successors, the prompt and satisfactory correction of all defects and deficiencies in any of the Public Improvements that occur or become evident within 18 months after acceptance of the Public Improvement by the City pursuant to this Agreement. In the event the Director of Public Works and Engineering's reasonable discretion, that Developer is not adequately maintaining, or has not adequately maintained, any Public Improvement, Developer must, after 15 days' prior written notice from the City (subject to

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Uncontrollable Circumstances), correct it or cause it to be corrected, provided, however, if the nature of the corrective work is such that it cannot reasonably be completed within such time, then Developer shall have such additional time as is reasonably necessary to complete such correct, provided Developer promptly commences such correction within such 15 days and thereafter diligently pursues same to completion. If Developer fails to correct the defect, commence the correction of the defect, or diligently pursue correction of the defect to completion following the expiration of the foregoing notice and cure period, then the City, after ten days' prior written notice to Developer, may, but will not be obligated to, enter upon any or all of the Development Property for the purpose of performing maintenance work on and to such Public Improvement. In the event that the City causes to be performed any work pursuant to this Section 5.E.4, Developer must, within 15 days after written demand by the City, pay the costs of the work to the City. If Developer fails to pay the costs, the City will have the right to draw from the Maintenance Guarantee required pursuant to Section 12.D of this Agreement, based on costs actually incurred, including reasonable legal fees and administrative expenses.

SECTION 6. CONSTRUCTION OF DEVELOPMENT.

A. <u>General Construction and Contracting Requirements</u>.

1. **<u>Pre-Condition to Issuance of Building Permit</u>**. The City will have the right, but not the obligation, to refuse to issue a building permit for any Structure to be constructed on the Development Property, prior to the approval of the Concurrent Approvals by the Corporate Authorities and the occurrence of the Title Acquisition Date.

2. <u>Compliance with Plans and Approvals</u>. The development of the Development Property must be designed and constructed pursuant to and in accordance with the Development Plan and the Development Approvals. All work must be conducted in a good and workmanlike manner and with due dispatch, subject to Uncontrollable Circumstances. All materials used for construction on the Development Property must be in accordance with the specifications for the work to be performed.

3. <u>Contracts for Work on Property</u>. Developer must include in every contract for work on the Development Property an acknowledgement from the contractor that (i) such contractor has received a copy of this Agreement, the Development Approvals, the Development Plan and the Public Improvement Construction Plan and (ii) subject to Uncontrollable Circumstances, such contractor understands that this Agreement, the Development Approvals, the Development Plan, the Development Permitting and Construction Schedule, and the Requirements of Law govern construction of the Development.

4. <u>**City Inspections and Approvals.</u>** All work on the Development Property will be subject to inspection and approval by City representatives at all times, subject to Section 5.A.6 above.</u>

B. <u>Demolition of Existing Structures</u>. Developer may commence demolition of existing Structures on the Development Property only after obtaining all necessary demolition permits from the City and Cook County and presenting the City with a plan to mitigate dust, smoke, and other particulates resulting from the demolition. Developer will conduct all demolition work on the Development Property in full compliance with the City's permitted construction work hours regulations. Developer will remove and dispose of all debris resulting from the demolition of existing Structures on the Development Property in compliance with the Requirements of Law.

C. <u>**Phasing of Development</u>**. The construction of the Improvements and the Development must take place in one continuous phase, subject to seasonal conditions, except to</u>

the extent otherwise approved by the City, which approval shall not be unreasonably withheld, conditioned, or delayed.

D. <u>Limits on Vertical Construction</u>. In addition to any other applicable provision of this Agreement and the Requirements of Law, Developer may not commence any Vertical Construction unless the City Manager has determined that the construction of the following Improvements is complete as required by this Agreement and Requirements of Law, except as may be authorized in writing by the City Manager in their sole discretion:

1. The Stormwater Improvements;

2. A functional water system that can deliver water to all proposed fire hydrants in the manner required by the City; and

E. <u>Diligent Pursuit of Construction</u>.

1. <u>Development Permitting and Construction Schedule</u>. Developer agrees to pursue the development and construction of the Development in accordance with the Development Permitting and Construction Schedule set forth in **Exhibit D** to this Agreement. Failure of Developer to abide by the Development Permitting and Construction Schedule may be considered an abandonment of the Development, and will trigger the City's right to rezone the Mixed-Use Parcel to the C-3 District as set forth in Section 5.D of Ordinance Z-23-22; provided, however, Developer may timely seek an extension of any date set forth in the Development Permitting and Construction Schedule from the City Manager. The basis for such extensions will be limited to the following circumstances:

a. <u>Infeasibility of Financing</u>. If changes in interest rates on construction loans render the Development financially infeasible, Developer may seek an extension until such time as Developer can prove to the City that financing is again feasible.

b. <u>Bankruptcy of Developer's General Contractor</u>. Developer may seek an extension sufficient to obtain a new general contractor that can resume construction of the Development in a diligent manner.

c. <u>Inability to Procure Necessary Materials</u>. If Developer is unable to obtain necessary materials caused by a systemic issue in the building material supply chain through no fault of Developer, Developer may seek an extension until such material(s) become available.

d. <u>Inability to Acquire West Parcel</u>. If the West Parcel Owner fails or refuses to complete the sale of the West Parcel to Developer and if said failure or refusal is solely caused by the actions of the West Parcel Owner, all time limits and deadlines under this Agreement will be tolled until such time as the closing occurs or a court of competent jurisdiction orders the West Parcel Owner to convey the West Parcel to Developer. Nothing in this Section 6.E.1.d abrogates or waives Developer's responsibility to acquire the West Parcel under Ordinance Z-23-22.

e. <u>Delay in Approvals from Third-Party Agencies</u>. The date to apply for permit from the City may be extended if the Developer or its consultants have not received approval of Development plans from the third-party agencies (including, without limitation, IEPA, IDOT, MWRD) in sufficient time to comply with the submission dates set forth in the Development Permitting and Construction Schedule. Developer must provide notice to the

City of any such delays and seek assistance by the City in receiving the necessary approvals.

The City Manager will have the authority to extend dates for submission or completion set forth in the Development Permitting and Construction Schedule upon the occurrence of the circumstances set forth in this Section 6.E, but is not required to render such relief. To qualify for an extension, Developer must submit a detailed explanation of the circumstances and the City Manager shall either review and approve or deny the extension. Any denial shall be accompanied by a written explanation and shall rendered in a commercially reasonable manner.

2. Once construction has commenced pursuant to this Agreement, Developer must pursue, or cause to be pursued, all required development, demolition, construction, and installation of Structures, buildings, and Improvements on the Development Property in a diligent and expeditious manner, and in strict compliance with the City Code the Requirements of Law, and the Development Permitting and Construction Schedule. The Developer will conduct all construction work on the Development Property in full compliance with the City's permitted construction work hours regulations.

F. <u>Construction Traffic</u>.

Construction and Traffic Management Plan. Developer must prepare 1 and submit, for review and approval by the City Director of Community and Economic Development and the Director of Public Works and Engineering, a Construction and Traffic Management Plan ("CTM Plan") for the construction of the Development. The CTM Plan will govern (i) the location, storage, and traffic routes for construction equipment, construction staging and construction vehicles, and (ii) the location of alternative off-street parking during the construction. The City has no obligation to issue a building permit for any Structure or Improvement, and no construction may be commenced with respect to the Structure or Improvement, unless and until the Director of Public Works and Engineering and the Director of Community and Economic Development has approved, in writing, the CTM Plan, which approval shall not be unreasonably withheld, conditioned, or delayed. The City agrees to cause the CTM Plan to be promptly and expeditiously reviewed; provided, however, that nothing in this Agreement is to be deemed or interpreted to require the City to approve the CTM Plan. Developer must comply with the CTM Plan, and failure to do so continuing beyond any applicable notice and cure period is a Developer Event of Default. The CTM Plan must include, without limitation, the following:

- a. The schedule and traffic routes for construction traffic accessing the Development Property;
- b. The designation of machinery and construction material storage areas on the Development Property;
- c. Provisions for the screening of construction areas within the Development Property;
- d. The hours of operation and schedule for construction on the Development Property;
- e. The location of areas on the Development Property for the parking of construction vehicles and vehicles operated by construction employees;

- f. The location of alternative off-street parking to replace any parking temporarily lost due to construction; and
- g. The location of temporary and durable off-street parking on the Development Property for construction employees.

2. **Designated Routes of Access.** The City reserves the right to designate certain prescribed routes of access to the Development Property for construction traffic to provide for the protection of pedestrians and to minimize disruption of traffic and damage to paved street surfaces, to the extent practicable; provided, however, that the designated routes must not: (a) be unreasonably or unduly circuitous; nor (b) unreasonably or unduly hinder or obstruct direct and efficient access to the Development Property for construction traffic.

3. <u>Maintenance of Routes of Access</u>. At all times during the construction of the Structures and Improvements, each Developer must: (a) keep all routes used for such Developer's construction traffic free and clear of mud, dirt, debris, obstructions, and hazards; and (b) repair any damage caused by such Developer's construction traffic.

G. <u>Stormwater Management and Erosion and Dust Control During</u> <u>Construction</u>. During construction of any of the Structures or Improvements on the Development Property, Developer must:

1. Install and implement such measures as necessary to temporarily divert or control any accumulation of stormwater away from or through the Development Property in a manner approved in advance by the Director of Public Works and Engineering, which approval shall not be unreasonably withheld, conditioned, or delayed, which method of diversion must include early installation of storm drains to collect water and convey it to a safe discharge point;

2. Install erosion control devices as necessary to prevent silt, dirt, snow, water, ice, and other materials from leaving the site and traveling onto other properties. All debris, spoils, materials, and waste generated by demolition, grading, construction, installation and paving on the Development Property must be properly removed or disposed of in accordance with the Requirements of Law; and

3. Mitigate dust, smoke, and other particulates resulting from construction activities.

All installations made pursuant to this Section 6.G must be maintained on the Development Property by Developer until all final certificates of occupancy have been issued by the City for the Development, except as otherwise may be approved by the City Manager.

H. <u>Issuance of Permits and Certificates</u>.

1. <u>General Right to Withhold Permits and Certificates</u>. In addition to every other remedy permitted by law for the enforcement of this Agreement, the City has the absolute right to withhold the issuance of any building permit or certificate of occupancy for the Development, at any time when, subject to applicable notice and cure provisions, Developer has failed or refused to meet fully any of its obligations under, or are in violation of, or is not in full compliance with, the terms of this Agreement, the Development Permitting and Construction Schedule, the Development Approvals, or the Requirements of Law.

2. <u>Completion of Public Roads, Private Driveways, and Parking Areas</u>. No final certificate of occupancy associated with any new Structure to be located on the Development Property will be issued until the final grading, application of final surface course, and, where applicable, striping of parking space for the roads, driveways, and parking areas serving the uses within such Structure has been completed.

I. <u>Completion of Construction; Site Restoration</u>.

1. <u>Removal of Partially Constructed Structures and Improvements.</u> Subject to Uncontrollable Circumstances, if Developer fails to diligently pursue all demolition and construction as required in, or permitted by, this Agreement to completion within the time period prescribed in the building permit or permits issued by the City for Developer's required demolition and construction, as the case may be, and if a perfected application to renew the building permit or permits is not filed within 30 days after the expiration of the permit or permits, Developer must, within 90 days after notice from the City: (a) remove any partially constructed or partially completed Structures or Improvements from the Development Property; and (b) perform Site Restoration on that portion of the Development Property in which Developer has failed to complete all such demolition and construction, all in accordance with plans approved by the City.

2. **Removal and Restoration by City.** In the event Developer fails or refuses to remove any partially completed buildings, Structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 6.I.1 of this Agreement, the City will have, and is hereby granted the right, at its option, to: (a) demolish and/or remove any of the partially completed Structures and Improvements from the Development Property; (b) perform Site Restoration of the Development Property; and/or (c) cause the Structures or Improvements on the Development Property to be completed in accordance with the plans submitted. Developer must fully reimburse the City for all costs and expenses, including reasonable legal and administrative costs, actually incurred by the City for such work, with the responsibility for reimbursement being determined based on whether the work was the responsibility of Developer. If Developer does not so fully reimburse the City, the City will have the right to draw from the Guarantee and the Maintenance Guarantee, as described in and provided pursuant to Section 12 of this Agreement, an amount of money sufficient to defray the entire cost of the work actually incurred by the City, including reasonable legal fees and administrative expenses. If Developer does not so fully reimburse the City, and the Guarantee and Maintenance Guarantee have no funds remaining in them or are otherwise unavailable to finance such work, then the City will have the right to place a lien on the Development Property for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 6.1.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the City in this Agreement, at law, and/or in equity,

J. <u>Damage to Public Property</u>. Developer must maintain the Development Property and all streets, sidewalks, and other public property in and adjacent to the Development Property in a good and clean condition at all times during the development of the Development Property and construction of the Development. Further, Developer must: (1) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Development Property by Developer or any agent of or contractor hired by, or on behalf of, Developer; and (2) repair all damage caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer.

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L. <u>Exterior Lighting</u>. All exterior lighting on the Development Property must comply at all times with the lighting requirements in the City Code and conform to the Photometric Plan that will be required to be submitted with the building permit application for the Mixed-Use Building.

M. <u>As-Built Plans</u>. After completion of construction of any new Structure or Improvement, Developer must submit to the City Director of Community and Economic Development: (1) final electronic "as-built" plans related to drainage, grading, storm sewer, sanitary sewer and water mains, and associated Structures; and (2) other final construction documents (in electronic format) as required and approved by the Director of Public Works and Engineering and the City Director of Community and Economic Development. The as-built plans must indicate, without limitation, the amount, in square feet, of impervious surface area on the Development Property. A licensed Professional Engineer ("*PE*") and Professional Land Surveyor ("*PLS*") registered in the State of Illinois must stamp the as-built site construction plans. The PE and/or PLS must stamp and sign the final engineering pages of the site construction plans, and the PLS must stamp and sign the final site survey.

N. <u>West Parcel Park Equipment</u>. All equipment Developer proposes to install and maintain on the West Parcel for recreational purposes must be reviewed and permitted in advance by City's Building Division and must comply with relevant standards for typical park equipment, including but not limited to CPSC Public Playground Safety Handbook and ASTM F1487 to meet ADA Standards for Accessible Design and ADA Title II (Public Use Requirements).

SECTION 7. **GOVERNING DOCUMENTS**. The Development Property will be governed by the following instruments that will bind the Development Property, or designated portions thereof, and Developer as well as all successor owners of the Development Property, or designated portions thereof, and shall run with the land.

A. <u>Operation and Reciprocal Easement Agreement</u>. Prior to the Title Acquisition Date, Developer must: (i) prepare and submit to the City Manager and the City Attorney, for their respective review and approval, an Operation and Reciprocal Easement Agreement (or similarly binding legal instrument) ("*OREA*"); and, concurrent with the Title Acquisition Date (ii) record the approved OREA against title to the Development Property. The OREA will clearly define the rights and responsibilities of the owners and occupants of the various parcels that comprise the Development Property and all of their respective successors and assigns, with regard to the following "*OREA Obligations*":

1. Maintenance of access drives, alleys, roadways, and other commonly used features;

2. Maintenance, cleaning, and operation of all stormwater facilities and all other on-site Improvements serving the Development Property;

3. Maintenance of the landscaping in accordance with the Development Landscape Plan on public and private property;

4. Snow removal and storage within the Development Property;

5. Easements to be created: (i) allowing access over, on, and above the Development Property for the exclusive benefit of the owners, tenants, and guests of the parcels comprising the Development Property and for the benefit of the City, for stormwater drainage and detention, emergency response; and (ii) for utilities of the City

and other governmental bodies and utility services over, on, and across the Development Property for the purposes of making repairs, installing and servicing utilities, and providing emergency services;

6. An easement for City emergency and utility personnel and vehicles including provision of necessary keys, codes, or equipment to open any private gates or access point needed to make use of the easement; and

7. The City is an intended third-party beneficiary of the OREA, and, therefore, will have the right, but not the obligation, to enforce all covenants contained in the OREA. The City must be given the right, after 15 days' written notice to the owner or owners of the applicable parcel or parcels within the Development Property, as may be appropriate: (i) to perform any OREA Obligations that the owner(s) of the applicable parcel(s) neglected to perform (or to commence and diligently pursue completion of the maintenance work within the 15 day period if the maintenance work is not reasonably capable of being completed within the 15 day period); (ii) to assess the owner(s) of the applicable parcel(s) for the work; and (iii) to have a lien placed against the affected lot(s) belonging to an owner(s) failing to pay the assessment if the assessment is not paid within thirty (30) days after written notice from the City.

8. <u>Webford Open Space</u>. All maintenance and long-term replacement obligations regarding elements the Webford Open Space within the Mixed-Use Parcel, including, but not limited to, landscaping and tree plantings, grass/turf lawn (to be kept in a healthy vegetative state), and any seating, as installed initially or may be added from time to time

B. <u>Public Parking Leaseback Agreement</u>. Concurrent with the Title Acquisition Date, the City and Developer will enter into an agreement, in a form acceptable to the City Attorney and approved by the City Manager, for the leaseback of the Public Parking Spaces to be constructed within the Mixed-Use Building to the City ("*Leaseback Agreement*"). The Leaseback Agreement will be in a form and substance necessary to satisfy the real property tax exemption requirements of Section 15-185(a) of the Illinois Property Tax Code (35 ILCS 200/15-185(a)) for leaseback agreements and will incorporate the following terms and conditions:

1. Concurrent with Developer's application for building permits for the Mixed-Use Building, the Parties will append the Leaseback Agreement with a surveyed legal description of the area within the Mixed-Use Building comprising the Public Parking Spaces.

2. Prior to the issuance of a Certificate of Occupancy for the Mixed-Use Building, Developer will take all actions necessary to (a) initiate the process to create a separate property index number (P.I.N.) for the area within the Mixed-Use Building comprising the Public Parking Spaces either through a P.I.N. division or vertical subdivision; and (b) prepare a surveyed legal description for the area;

3. Developer will grant the City a permanent and exclusive leasehold interest in the Public Parking Spaces for the purpose of providing automobile parking to the general public in consideration of an annual rent payment by the City to Developer in the amount of \$10.00;

4. Developer will grant City and members of the general public easements across the indoor garage and access drives of the Mixed-Use Building necessary to allow access to the Public Parking Spaces for parking and operational purposes;

5. Developer will remain responsible for all enforcement, maintenance costs, utility charges, and all property taxes that may accrue or arise from the use and operation of the Public Parking Spaces and will not have the right to charge or seek reimbursement from the City for these costs;

6. Development will not be permitted to charge members of the public a fee to use the Public Parking Spaces unless authorized by the City Council pursuant to a resolution duly adopted.

7. City will cooperate and coordinate with Developer to seek an exemption from real property taxes for its leasehold estate over the Public Parking Spaces from the Illinois Department of Revenue and any other involved agency; provided, however, that the failure to obtain such an exemption will not relieve Developer sole and exclusive from its obligation to pay any property taxes that may become due on the City's leasehold; and

8. The Parties to the Leaseback Agreement will record a notice of lease against the Mixed-Use Parcel to provide all potential purchasers of the Mixed-Use Parcel with notice of the terms of the Leaseback Agreement.

C. <u>West Parcel Park Covenants and Easement Agreement</u>. Concurrent with the Title Acquisition Date, Developer will prepare and execute an agreement, in a form acceptable to the City Attorney, for the benefit of City and the general public regarding the ongoing maintenance and operations of the West Parcel Park, which agreement will include, at the minimum, the following provisions:

1. The owners of the West Parcel and the Mixed-Use Parcel will remain jointly and severally liable to maintain and operate the West Parcel Park in perpetuity in accordance with the West Parcel Park Plan and a maintenance schedule to be approved by the City's Director of Public Works and Engineering, or their designee, prior to the issuance of a Certificate of Occupancy for the Mixed-Use Building; and

2. The City and members of the general public will be granted an easement to use the West Parcel Park for passive recreational uses under the same terms and conditions as tenants of the Mixed-Use Building.

SECTION 8. DEDICATION OF PARK LANDS OR PAYMENTS OF FEES IN LIEU.

A. <u>Park Lands Dedication Requirement</u>. Pursuant to the requirements of Chapter 4 of the Subdivision Regulations ("*Land Dedication Regulations*") and based on the projected resident population of the Development, Developer is required to either (1) dedicate 1.23 acres of land to the Des Plaines Park District ("*Park District*") for park purposes; or (2) pay a fee-in-lieu of dedication in the amount of \$289,023.36. Developer has opted to pay the fee-in-lieu subject to the application of the credits listed below.

B. **Park Lands Dedication Credit.** Pursuant to the Land Dedication Regulations, the total fee-in-lieu attributable to the Development will be reduced by the amount of \$146.455.49, as

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a credit attributable to Developer's providing both publicly-accessible and private open space amenities and recreational facilities as part of the Development.

C. <u>Adjusted Fee-in-Lieu of Park Lands Dedication</u>. After the credit set forth in Section 8.A of this Agreement is applied, and accordance with the Land Dedication Regulations, Developer must pay \$142,567.87 as a fee-in-lieu of land contributions to the City of Des Plaines, which are held in trust for the Park District. The fees required pursuant to this Section 8 are calculated on a per unit basis and must be paid in full prior to the issuance of any building permit for the Development on the Property. Developer acknowledges that the payment of fees in lieu imposed by the Land Dedication Regulations are reasonable and that Developer hereby holds harmless and releases the City and the Park District from any claim or other action Developer may have against either or both the City or the Park District as a result of the Land Dedication Regulations and the fees paid thereunder for distribution to the Park District by the City.

SECTION 9. [RESERVED].

SECTION 10. [RESERVED].

SECTION 11. PAYMENT OF CITY FEES AND COSTS. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, and in addition to all other agreements between Developer and the City concerning the Development, Developer must pay to the City the following fees and costs:

A. All application, inspection, and permit fees, charges, and contributions, and all other fees, charges, and contributions pursuant to the Requirements of Law or otherwise due as a result of the Development.

B. All reasonable third-party legal, engineering, and other consulting or administrative fees, costs, and expenses actually incurred in connection with: (1) the development of the Development Property, including, without limitation, the preparation, review, and processing of plans, ordinances, resolutions, and other approvals therefor; and (2) the negotiation, preparation, consideration, and review of this Agreement and all exhibits and associated documents, including any amendments of this Agreement.

SECTION 12. PERFORMANCE SECURITY.

A. <u>General Requirements</u>. As security to the City for the performance by Developer of its obligations pursuant to and in accordance with this Agreement, each Developer will provide to the City performance and payment security ("*Guarantee*") in the form of one or more letters of credit ("*Letter of Credit*") in an amount equal to \$708,568.13, equaling 125% of the final Engineer's Estimate of Probable Costs (EOPC) provided by Developer for the Public Improvements. The Letter of Credit must be in form and substance substantially conforming in all material respects with **Exhibit E** to this Agreement and satisfactory to the City Attorney. Specifically, and without limitation of the foregoing, the Letter of Credit must allow the City to draw from the Letter of Credit in the event that Developer does not fully reimburse the City for any costs and expenses incurred by the City for work performed on the Development Property pursuant to Section 6.1.2 of this Agreement. The Letter of Credit must be provided to the City

prior to the issuance of any permits for the Development and must be maintained at all times until all Improvements have been approved for the Development, and, as appropriate, accepted.

Use of Guarantee Funds. If Developer fails or refuses to remove any partially Β. completed buildings, Structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 6.I.1 of this Agreement, and such failure or refusal is an Event of Default with respect to Developer, then the City in its reasonable discretion may draw on and retain all or any of the funds remaining in the applicable Guarantee of the defaulting Developer which secure such completion or correction and are necessary to remedy such failure or refusal. The City thereafter will have the right, subject to an additional 30 days' notice and opportunity for cure (provided, however, if such remedy cannot reasonably be completed within 30 days, then the defaulting Developer shall have such additional time to complete such remedy so long as the defaulting Developer commences such remedy promptly within such 30 days and thereafter diligently pursues same to completion), to cause such Improvements to be completed or corrected, and subject to the terms of the immediately preceding sentence, to reimburse itself from the proceeds of the Letter of Credit for all of its reasonable out-of-pocket costs and expenses, including reasonable legal fees and administrative expenses, incurred as a result of Developer's failure or refusal. If the funds remaining in the Letter of Credit are insufficient to repay fully the City for all costs and expenses. Developer must, upon demand of the City, therefor deposit with the City any additional funds as the City determines are necessary, within 30 days of a request therefor, to fully repay such costs and expenses.

C. <u>Reductions in Guarantee</u>. The Developer may request in writing to both the Director of Public Works and Engineering and Director of Community and Economic Development a reduction in Guarantee based on completing various construction benchmarks in the installation of required Public Improvements, including but not limited to:

- 1. Underground sanitary and storm sewer improvements;
- 2. Paving and curb construction along Webford Avenue;
- 3. Light pole installation;
- 4. Street tree installation; and
- 5. Streetscape restoration along Graceland Avenue.

Processing of reductions will be conducted in 13.2.8.B of the Subdivision Regulations; provided, however, that Developer may only request two reductions of the Guarantee, to 50% and 100% respectively. City will reduce or release the Guarantee in a timely fashion upon the City's approval and, as appropriate, acceptance of the Public Improvements; provided, however, that the City will only be required to release that percentage of the Guarantee that equals the portion of the Public Improvements that have been approved and, as appropriate, accepted.

D. <u>Maintenance Guarantee</u>. Immediately after any approval and, where appropriate, acceptance, by the City of the Public Improvements pursuant to this Agreement, Developer must post a new guarantee in the amount of 10% of the actual total cost of the Public Improvements caused to be constructed or installed by Developer on the Development Property provided as (i) all cash or (ii) a combination of cash and a letter of credit (with at least 10% cash), as security for the Developer's maintenance of such Improvements (each, a "*Maintenance Guarantee*"). The Maintenance Guarantee will be held by the City in escrow until the date that is 18 months after

the approval of the Public Improvement and where appropriate, acceptance by the City of the Public Improvement, secured by the Maintenance Guarantee pursuant to this Agreement. If the City is required to draw on either Maintenance Guarantee by reason of the Developer's failure to fulfill its maintenance obligations under this Section 12, then the Developer must within 10 days thereafter cause their Maintenance Guarantee to be increased to its full original amount.

SECTION 13. LIABILITY AND INDEMNITY OF CITY.

A. <u>City Review</u>. Developer acknowledges and agrees that the City is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans for the Development or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Development or the Improvements, and that the City's review and approval of any such plans and the Improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure Developer or any of their successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

B. <u>**City Procedure**</u>. Developer acknowledges and agrees that all notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement and of the Development Approvals, and Developer agrees not to challenge such approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

C. <u>Indemnity</u>. Developer agrees to, and does hereby, hold harmless, indemnify, and, at the election of the City defend with counsel of the City's choice, the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the City's review and approval of any plans for the Development or the Improvements; (ii) the issuance of any approval, permit, certificate, or acceptance for the Development or the Improvements; and (iii) the development, construction, maintenance, or use of any portion of the Development or the Improvements (collectively the *"Indemnified Claims"*); provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the City.

SECTION 14. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.

A. <u>**Binding Effect**</u>. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns. All obligations assumed by Developer under this Agreement are and will be binding upon Developer personally, upon any and all of their heirs, successors, and assigns, and upon any and all of the respective successor legal or beneficial owners of all or any portion of the Development Property.

B. <u>Successors and Transferees</u>. To assure that all grantees, successors, assigns, and transferees of Developer, and all successor owners of all or any portion of the Development Property have notice of this Agreement and the obligations created by it, Developer must, from and after the Effective Date:

1. Deposit with the City Clerk, concurrent with the City's approval of this Agreement, any consents or other documents necessary to authorize the City to record this Agreement on title to the Development Property in the office of the Cook County Clerk's Recording Division per Section 19.0;

2. Notify the City in writing at least 30 days prior to any date on which Developer transfers (as that term is defined in Section 14.C of this Agreement) a legal or beneficial interest in any portion of the Development Property to a third party with the exception of leases to residential or retail tenants of the Development;

3. Incorporate this Agreement by reference into any and all real estate sales contracts for transfers, as that term is defined in Section 14.C of this Agreement, entered into for the sale of all or any portion of the Development Property; and

4. Except as provided in Section 14.C of this Agreement, require, prior to the transfer of all or any portion of the Development Property, or any legal or equitable interest therein, to any third party, the transferee of said portion or interest in the Development Property, must: (a) obtain approval by the City Manager of an enforceable written agreement, in substantially the form of Exhibit F to this Agreement, agreeing to be bound by the provisions of this Agreement ("Transferee Assumption Agreement"); (b) execute the Transferee Assumption Agreement; and (c) provide the City, upon request, with such reasonable assurance of the financial ability of the transferee to meet those obligations as the City may require. The City agrees that upon a successor becoming bound to the obligation created in the manner provided in this Agreement, and providing the financial assurances required pursuant to this Agreement, and subsequent to discretionary approval of the City Manager, the liability of Developer will be released to the extent of the transferee's assumption of the liability. The failure of Developer to provide the City with a copy of a Transferee Assumption Agreement fully executed by the transferee and, if requested by the City, with the transferee's proposed assurances of financial capability before completing any transfer, will result in Developer remaining fully liable for all of its obligations under this Agreement but will not relieve the transferee of its liability for all such obligations as a successor to Developer, as the case may be.

C. <u>**Transfer Defined.**</u> For purposes of this Agreement, the term "transfer" includes, without limitation, any assignment, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Development Property, or any beneficial interest in the Development Property, in whole or in part, by voluntary or involuntary sale, foreclosure, merger, sale and leaseback, consolidation, or otherwise; provided, however, that a lease of a residential or retail tenant space within the Development does not constitute a "transfer" hereunder.

D. <u>Mortgagees of Property</u>. This Agreement is and will be binding on, and run to the benefit of, all mortgagees of the Development Property or other secured parties automatically upon such mortgagee assuming title to the Development Property, in whole or in part, by a foreclosure or a deed in lieu of foreclosure without the necessity of entering into a Transferee Assumption Agreement. Until such time, however, a mortgagee or other secured party will have no personal liability hereunder.

SECTION 15. TERM.

A. <u>Term</u>. The provisions of this Agreement, unless terminated pursuant to the terms of this Agreement, run with and bind the Development Property and inure to the benefit of, be enforceable by, and obligate the Parties, and any of their respective, grantees, successors, assigns, and transferees, including all successor legal or beneficial owners of all or any portion of the Development Property from the date this Agreement is recorded and until the Structures and Improvements are approved by the City, and the Public Improvements, as required by this Agreement and the Subdivision Regulations, are accepted by the City. Following such approval and acceptance, the City agrees, upon written request of Developer, to execute appropriate and

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recordable evidence of the termination of this Agreement. Notwithstanding anything to the contrary in this Section 15, Developer' indemnity and defense obligations as set forth in Section 13 of this Agreement will survive the termination of this Agreement. Approval or acceptance pursuant to this Section 15 will not constitute a waiver of any rights or claims that the City has, before or after approval and acceptance, with respect to any breach of this Agreement by Developer or any right of indemnification of the City by Developer.

B. <u>Contingency</u>. In the event that the Acquisition of Title Date does not occur on or prior to August 1, 2023 or such date as may be extended by an amendment to Ordinance Z-23-22, and subject to Uncontrollable Circumstances or as mutually agreed to by Developer and the City, the City will have the right, in its sole and absolute discretion, to terminate this Agreement and all obligations of the City under this Agreement by delivery of notice to Developer. The City will take all legislative actions necessary to rescind, repeal, or otherwise terminate the Development Approvals prior to terminating this Agreement pursuant to this Section 15.B, and Developer covenants not to object to such legislative actions by the City. Developer agree that, notwithstanding the status of the Development Approvals, Developer' right to construct, maintain, and operate the Development on the Development Property will terminate upon the termination of this Agreement pursuant to this Section 15.B.

SECTION 16. EVENTS OF DEFAULT.

A. <u>Developer Events of Default</u>. The following are Developer events of default (each an "*Event of Default*") under this Agreement:

1. If any representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by Developer in writing and delivered to the City pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made.

2. Default by Developer for a period of 15 days after written notice thereof in the performance or breach of any covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer; provided, however, that such default or breach will not constitute an Event of Default if such default cannot be cured within said 15 days and Developer, within said 15 days, initiates and diligently pursues appropriate measures to remedy the default and remedies such default within a reasonable time.

3. Default by Developer for a period of 15 days after written notice thereof from the City in the performance or breach of any covenant, warranty or obligation contained in this Agreement; provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 15 days and Developer, within said 15 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within a reasonable time.

4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

5. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Development Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.

6. Developer fails to comply with the Requirements of Law in relation to the construction and maintenance of the Improvements and Structures contemplated by this Agreement.

7. Developer abandons the Development. Abandonment will be deemed to have occurred when work stops on the Development for more than 90 consecutive days for any reason other than Uncontrollable Circumstances, unless otherwise permitted by this Agreement.

B. Events of Default by the City. The following are City Events of Default under this Agreement:

1. If any material representation made by the City in this Agreement, or in any certificate, notice, demand or request made by the City in writing and delivered to Developer pursuant to or in connection with any of said documents, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to Uncontrollable Circumstances, default by the City for a period of 30 days after written notice thereof from Developer in the performance or breach of any covenant contained in this Agreement; provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 30 days and the City, within said 30 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 90 days after such notice.

SECTION 17. REMEDIES FOR DEFAULT AND ENFORCEMENT.

A. <u>Remedies for Default</u>. In the case of an Event of Default under this Agreement:

1. Except as otherwise provided in this Agreement and subject to the provisions hereinafter set forth, the non-defaulting Party may institute such proceedings in law or in equity, by suit, action, mandamus, or any other proceeding, as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.

2. Pursuant to Section 6.I of this Agreement, the City may, without prejudice to any other rights and remedies available to the City, require: (a) the demolition and removal of any partially constructed or partially completed buildings, Structures, or Improvements from the defaulting Developer's Property; and (b) the performance of Site Restoration. Concurrent with the City's exercise of its rights under Section 6.I, the Corporate Authorities will have the right, but not the obligation, to terminate the entitlements set forth in the Development Approvals and this Agreement, without protest or objection by Developer.

3. In case the City has proceeded to enforce its rights under this Agreement and such proceedings have been discontinued or abandoned for any reason, then, and in every such case, Developer and the City will be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the City will continue as though no such proceedings had been taken.

B. <u>Limitation.</u> Notwithstanding anything to the contrary contained in this Agreement, including the provisions of this Section 17, Developer agree that neither will seek, and neither have the right to seek, to recover a judgment for monetary damages against the City or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the City, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

C. <u>**Repeal of Development Approvals.**</u> In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the City will have the absolute right to repeal and revoke the Development Approvals if a Developer Event of Default occurs under this Agreement.

D. <u>Prevailing Party</u>. In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 18. WARRANTIES AND REPRESENTATIONS.

A. <u>By the City</u>. The City represents, warrants and agrees as the basis for the undertakings on its part contained in this Agreement that:

1. The City is a home rule municipal corporation duly organized and validly existing under the law of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement;

2. The execution, delivery and the performance of this Agreement and the consummation by the City of the transactions provided for herein and the compliance with the provisions of this Agreement: (i) have been duly authorized by all necessary corporate action on the part of the City; (ii) require no other consents, approvals or authorizations on the part of the City in connection with the City's execution and delivery of this Agreement; and (iii) do not, by lapse of time, giving of notice or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the City is subject; and

3. To the best of the City's knowledge, there are no proceedings pending or threatened against or affecting the City or the Development Property in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the City to perform its obligations under this Agreement.

B. <u>**By Developer**</u>. Developer, and the person executing this Agreement on behalf of Developer, represent, warrant, and covenant, as of the Effective Date of this Agreement, that:

1. Developer is an Illinois limited liability company duly organized, validly existing, and qualified to do business in Illinois;

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2. Developer has the right, power, and authority to enter into, execute, deliver and perform this Agreement, and Developer is in compliance with all Requirements of Law, the failure to comply with which could affect the ability of Developer to perform its obligations under this Agreement;

3. The execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable Requirements of Law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which Developer is now a party or by which Developer is now or may become bound including any mortgages, secured loans, or instruments granting another party a superior interest the Development Property or the Development.

4. The applications, plans, materials, and other submissions Developer has provided to the City accurately and truthfully represent Developer's capabilities, resource, and intentions for the construction of the Development on the Development Property as of the Effective Date. Developer agrees and acknowledges that these submissions have served to induce the City to enter into this Agreement and that any material misrepresentation contained in Developer's submissions will constitute an uncurable Event of Default pursuant to Section 16 of this Agreement;

5. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened, or affecting Developer which would impair its ability to perform under this Agreement;

6. Developer will apply for and will maintain all government permits, certificates, and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete its obligations as required by this Agreement;

7. Developer has sufficient financial and economic resources to implement and complete its obligations under this Agreement;

8. Developer has no knowledge of any liabilities, contingent or otherwise, of Developer which might have a material adverse effect upon its ability to perform its obligations under this Agreement; and

9. All Improvements constructed or installed by or on behalf of Developer pursuant to this Agreement will be constructed and installed in accordance with high standards of professional practice, care, skill, and diligence practiced by recognized firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement. Any work required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 19. GENERAL PROVISIONS.

A. <u>Notices</u>. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by e-mail. E-mail notices will be deemed valid and received by the addressee when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by

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delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 19.A, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

If to the City:	City of Des Plaines 1420 Miner Street Des Plaines, IL 60016 Attention: City Manager Email: MBartholomew@desplaines.org
with a copy to:	Elrod Friedman LLP 325 North LaSalle Street Suite 450 Chicago, IL 60654 Attention: Peter M. Friedman, City Attorney Email: Peter.Friedman@ElrodFriedman.com
If to Developer:	Mylo Residential Graceland Property LLC 2500 Weston Rd. Suite 311 Weston, FL 3331 Attention: Email:
with copies to:	Compasspoint Development, LLC 202 S. Cook Street, Suite 210 Barrington, IL 60010 Attention: Joe Taylor IIII Email: jztaylor@compasspointdevelopment.com
and	Thompson Coburn LLP 55 East Monroe Street 37th Floor Chicago, IL 60603 Attention: Bernard Citron Email: bcitron@thompsoncoburn.com
and	Merchants Capital Corp. 410 Monon Boulevard, 5th Floor Carmel, Indiana 46032 Phone: 317-569-7420 Email: mcc-hud-asset-managers@merchantscapital.com Attention: FHA Asset Management
with a copy to:	John W. Hamilton Dinsmore & Shohl, LLP One Indiana Square

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Suite 1800 Indianapolis, Indiana 46204 Phone: 317-639-6151 Email: John.Hamilton@insmore.com

B. <u>Time of the Essence</u>. Time is of the essence in the performance of this Agreement.

C. <u>**Rights Cumulative.**</u> Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies, and benefits allowed by law.

D. <u>Non-Waiver</u>. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

E. <u>**Consents.**</u> Unless otherwise provided in this Agreement, whenever the permission, authorization, approval, acknowledgement, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

F. <u>**Governing Law; Venue.**</u> This Agreement will be interpreted according to the internal laws, but not the conflicts of laws rules, of the State of Illinois. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

G. <u>Severability</u>. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the City will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire Agreement shall be invalid, void, and unenforceable.

H. <u>Entire Agreement</u>. This Agreement, the Development Approvals, and the Governing Documents constitute the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the parties with respect to the subject matter of this Agreement.

I. <u>Interpretation</u>. This Agreement will be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

J. <u>Headings</u>. The table of contents, heading, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

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K. <u>Exhibits</u>. Exhibits A through G attached to this Agreement are incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

L. <u>Amendments and Modifications</u>.

1. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

2. Amendments or modifications to the Development Approvals can be considered and acted on by the City without the same being deemed an amendment or modification to this Agreement provided that all applicable procedural requirements of the Zoning Ordinance and Subdivision Regulations and the provisions of this Agreement are satisfied. Amendments or modifications to the Development Approvals will be incorporated into this Agreement and/or the Exhibits attached to this Agreement, without further action by the Parties.

M. <u>**Changes in Laws**</u>. Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law will be deemed to include any modifications of, or amendments to the Requirements of Law as may, from time to time, hereinafter occur.

N. <u>**Third Party Beneficiary**</u>. The provisions of this Agreement are and will be for the benefit of Developer and City only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The City will not be liable to any vendor or other third party for any agreements made by Developer, purportedly on behalf of the City, without the knowledge and approval of the Corporate Authorities.

O. <u>**Recording.**</u> The City will record this Agreement against title to the Development Property, at the sole cost and expense of Developer, with the Cook County Clerk's Recording Division concurrent with the Title Acquisition Date.

P. <u>Counterpart Execution</u>. This Agreement may be executed in several counterparts, each of which is deemed to be an original but all of which will constitute one and the same instrument.

Q. <u>**City Actions, Consents, and Approvals**</u>. Any action, consent, or approval needed to be taken or given under this Agreement by the City may only be performed by the City Manager or their designee, to the extent provided for by law. If an action, consent, or approval is expressly delegated to another officer or official of the City, that officer or official may designate an appropriate person to act in their stead.

R. <u>**HUD Rider**</u>. Notwithstanding anything contained herein to the contrary, in the event that the Department of Housing and Urban Development insures a mortgage loan for the construction of the Development, the terms and provisions of this Agreement are subject to the terms and provisions of the HUD Rider to Development Agreement attached hereto as **Exhibit G** and by reference incorporated herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

City Clerk

Jessica M. Mastalski

CITY OF DES PLAINES, an Illinois home rule municipal corporation

By:

Michael G. Bartholomew

Its: City Manager

MYLO RESIDENTIAL GRACELAND PROPERTY, LLC, an Illinois limited liability company

By: **MYLO RESIDENTIAL GRACELAND HOLDINGS LLC,** a Florida limited liability company

By: MYLO RESIDENTIAL GRACELAND MANAGER LLC, a Florida limited liability company

By:

Joseph Z. Taylor III Its: Manager

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ACKNOWLEDGMENTS

STATE OF ILLINOIS)) COUNTY OF COOK)

SS

This instrument was acknowledged before me on ______, 2023, by Michael G. Bartholomew, the City Manager of the **CITY OF DES PLANES**, an Illinois home rule municipal corporation, and by Jessica Mastalski the City Clerk of said municipal corporation.

Signature of Notary

SEAL

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STATE OF _____) COUNTY OF ____) SS

This instrument was acknowledged before me on ______, 2023, by Joseph Z. Taylor III, the Manager of **MYLO RESIDENTIAL GRACELAND MANAGER**, LLC, a Florida limited liability company, as manager of **MYLO RESIDENTIAL GRACELAND HOLDINGS**, LLC, a Florida limited liability company, as manager of **MYLO RESIDENTIAL GRACELAND PROPERTY**, LLC, an Illinois limited liability company.

Signature of Notary

SEAL

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LIST OF EXHIBITS

Exhibit A	Legal Description of Development Property and Component Parcels
Exhibit B	Development Plan (List of Component Plans)
Exhibit C	Public Improvements
Exhibit D	Development Permitting and Construction Schedule
Exhibit E	Form Letter of Credit
Exhibit F	Transferee Assumption Agreement
Exhibit G	HUD Rider to Development Agreement

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EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

J&T PARCELS

PARCEL 1: LOTS 35, 36 AND 37 IN BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A IN BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A DES PLAINES MANOR, TRACT NO. 1, A DES PLAINES MANOR, TRACT NO. 1, A , A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT NO. 4793563, IN COOK COUNTY, ILLINOIS.

Consisting of 22,509.41 square feet

Known as 622 Graceland Avenue, Des Plaines, Illinois

P.I.N.09-17-306-036-0000

PARCEL 2: LOT 34 IN BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF IN BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF IN DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF , A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT NO. 4793563, IN COOK COUNTY, ILLINOIS.

Consisting of 7,503.12 square feet

Known as 1368 Webford Avenue, Des Plaines, Illinois

P.I.N. 09-17-306-038-0000

CITY PARCEL (PARCEL 3)

THE SOUTHEASTERLY 40 FEET OF LOT 32 AND ALL OF LOT 33 IN BLOCK 1 IN DES SOUTHEASTERLY 40 FEET OF LOT 32 AND ALL OF LOT 33 IN BLOCK 1 IN DES AND ALL OF LOT 33 IN BLOCK 1 IN DES LOT 33 IN BLOCK 1 IN DES IN BLOCK 1 IN DES BLOCK 1 IN DES IN DES PLAINES MANOR TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, , A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT 4793563, IN COOK COUNTY, ILLINOIS.

Consisting of 13,499.99 square feet

Known as 1332 Webford Ave, Des Plaines, Illinois.

PIN 09-17-306-040-0000

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WEST PARCEL (PARCEL 4)

LOT 31 AND LOT 32 (EXCEPT THE SOUTHEASTERLY 40 FEET THEREOF, IN BLOCK 1 AND LOT 32 (EXCEPT THE SOUTHEASTERLY 40 FEET THEREOF, IN BLOCK 1 LOT 32 (EXCEPT THE SOUTHEASTERLY 40 FEET THEREOF, IN BLOCK 1 (EXCEPT THE SOUTHEASTERLY 40 FEET THEREOF, IN BLOCK 1 BLOCK 1 IN DES PLAINES MANOR TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 PLAINES MANOR TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT 4793563, IN COOK COUNTY, ILLINOIS.

Consisting of 8,999.99 square feet

Known as 1330 Webford Ave., Des Plaines, Illinois.

P.I.N. 09-17-306-039-0000

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EXHIBIT B

DEVELOPMENT PLAN (LIST OF COMPONENT PLANS)

Copies of the plans comprising the Development Plan will be available for review in the Office of the Des Plaines City Clerk. Any modifications to the Plans listed below must be approved by the City's Director of Community and Economic Development or the City's Director of Public Works and Engineering and shall be automatically be considered incorporated into this Agreement without further action of the Corporate Authorities.

Development Site Plan	 <u>Ground Level Plan</u>, prepared by OKW Architects, consisting of one sheet labeled A101, with a latest revision date of December 6, 2022. <u>Site Geometric and Paving Plan</u> – East, prepared by RGW Engineering LLC, consisting of one sheet, labeled 6 of 20, with a latest revision date of February 27, 2023.
Development Engineering Plan	 <u>Development Engineering Plans for 622 Graceland Ave.</u> <u>Apartments</u> Prepared by RWG Engineering LLC Consisting of 20 sheets With a latest revision date of February 27, 2023
Development Landscape Plan	 Landscape Plan – East Prepared by Kathryn Talty Landscape Architecture Consisting of one sheet, labeled L 1.2 With a latest revision date of February 17, 2023.
Floor Plans/ Elevations	 <u>622 Graceland Ave - Floor Plans & Elevations</u> Prepared by OKW Architects Consisting of nine sheets labeled A101 through A 108, A.16 and A.19 With a latest revision date of December 15, 2022.
Plat of Subdivision	Tentative and Final Plat of Subdivision Graceland/WebfordSubdivision to Consolidate Lots• Prepared by Gentile & Associates, Inc.• Consisting of two sheets
West Parcel Park Plan	 <u>Conceptual Green Space Plan</u> Prepared by Kathryn Talty Landscape Architecture Consisting of one sheet Dated February 28, 2023.

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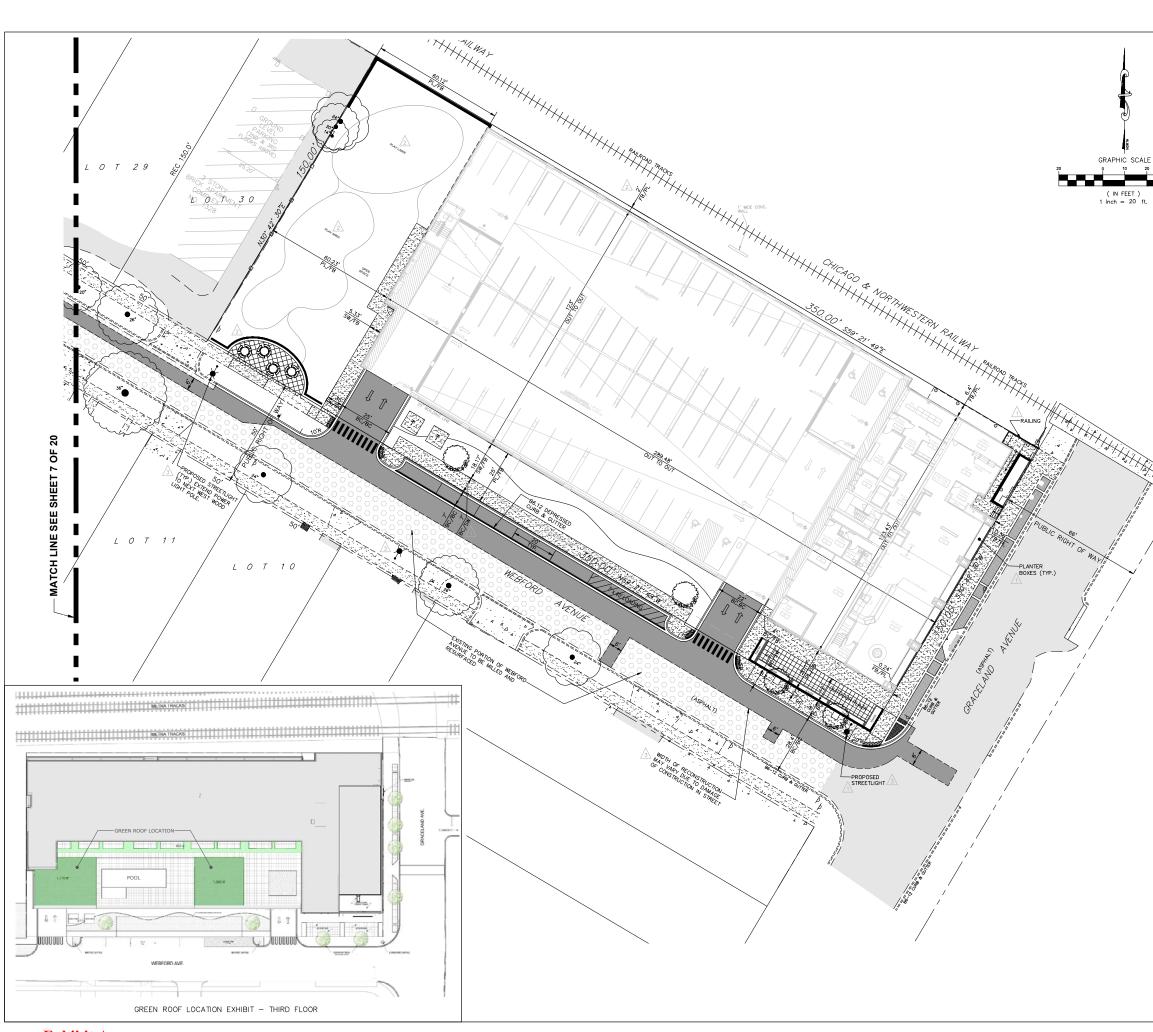
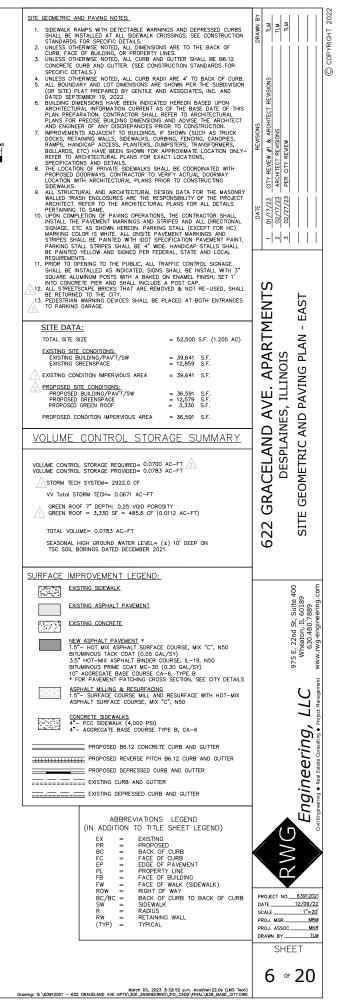


Exhibit A



Page 51 of 103

RWG ENGINEERING, LLC CIVIL ENGINEERING - REAL ESTATE CONSULTING - PROJECT MANAGEMENT ILLINOIS PROFESSIONAL DESIGN FIRM #184-006370 LIMITATION OF WARRANTY OF ENGINEER'S INSTRUMENTS OF SERVICE

INJURING NO STANDART IS OF SERVICE THE ENGINEER AND HIS CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE DELIVERABLES HEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISOREPANDES ARE YOUND TO EXIST WHIN THE DELIVERABLES WHISTAKES, DURSONS, OR DISOREPANDES ARE YOUND TO EXIST WHIN THE DELIVERABLES WHISTAKES, DELIVERABLES HEREIN DELIVERABLES THE OF THE TO THE TO THE WHISTAKES, DURSONS, SHA DISOREPANDES ARE YOUND TO EXIST WHIN THE DELIVERABLES OF SUCH CONDITIONS SHALL ABSOLVE. THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSCULARCES OF SUCH FALURE. ACTIONS TAKEN WHIND THE KNOLLEDGE AND CONSENT TO THE ENGINEER, OR IN CONTRADICTION TO THE ENGINEER'S DELIVERABLES OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

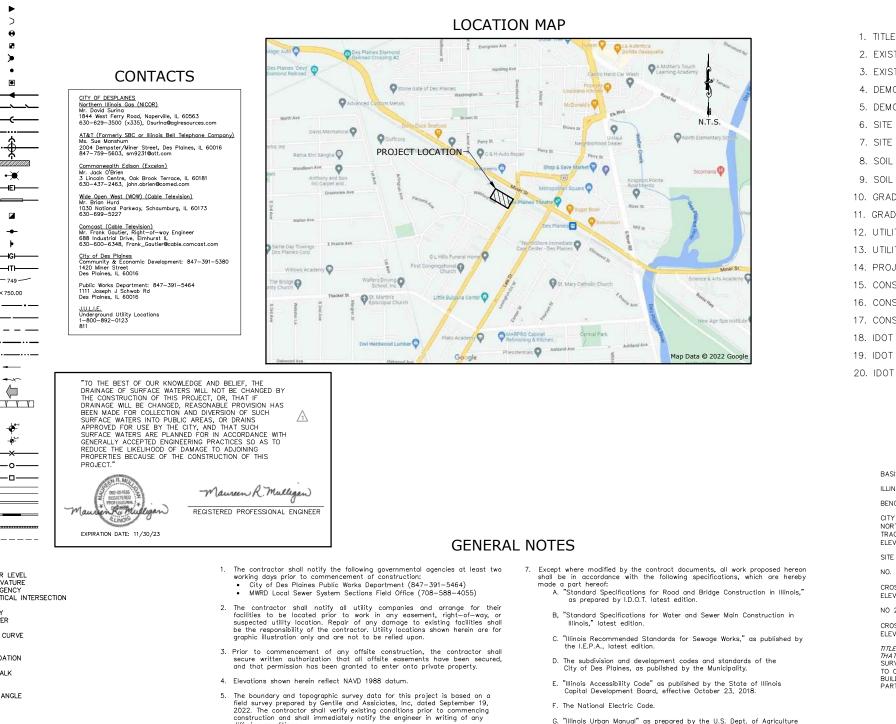
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FR FW	FRAME FLOODWAY	TF TP		FOUNDATION
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622 GRACELAND AVE. APARTMENT

DESPLAINES, ILLINOIS

FINAL ENGINEERING PLANS



differing conditions.

G. "Illinois Urban Manual" as prepared by the U.S. Dept. of Agriculture latest edition

The City of Des Plaines Development Ordinance shall take precedence if a conflict in project specifications occurs. City details to supercede all others

6. RWG Engineering, LLC, it's employees and agents are not responsible for the safety of any party at or on the construction site. Safety is the sole responsibility of the contractor, and any other entity performing work at the site. Neither the owner nor the engineer assumes any responsibility for job site safety or for the means, methods or sequences of construction. 9. City requires 48 hour notice for inspections.

Exhibit A

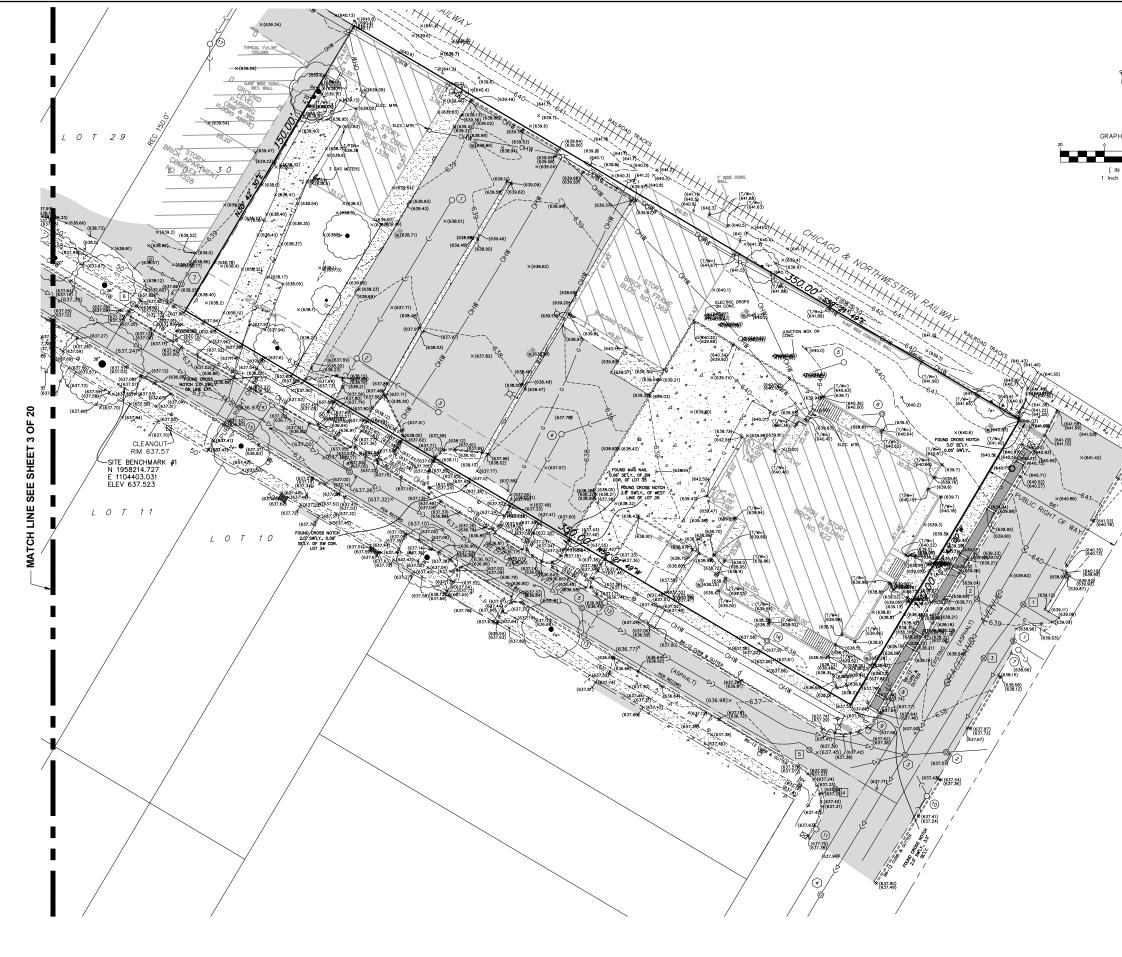
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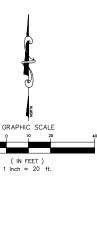
Call before you dig

Formerly JULIE 1-800-892-012.

PLANS PREPARED FOR	M B∕		F 2023
COMPASSPOINT DEVELOPMENT, LLC	DRAWN		COPYRIGHT 2022
2020 S. COOK STREET, SUITE 210 BARRINGTON, ILLINOIS (630) 577-5203		REVISIONS	8
ITS	REVISIONS	CITY REVIEW #1 & ARCHITECT ARCHITECT REVISIONS PER CITY REVIEW	
INDEX OF SHEETS	DATE	01/17/23 02/17/23 02/27/23	
		- 0 0 0	
 TITLE SHEET EXISTING CONDITIONS PLAN - EAST EXISTING CONDITIONS PLAN - WEST DEMOLITION PLAN - EAST DEMOLITION PLAN - WEST SITE GEOMETRIC AND PAVING PLAN - EAST SITE GEOMETRIC AND PAVING PLAN - WEST SOIL EROSION AND SEDIMENT CONTROL (SESC) PLAN - EAST SOIL EROSION AND SEDIMENT CONTROL (SESC) PLAN - WEST GRADING PLAN - EAST GRADING PLAN - WEST UTILITY PLAN - WEST UTILITY PLAN - WEST CONSTRUCTION STANDARDS AND DETAILS CONSTRUCTION STANDARDS AND DETAILS IDOT CONSTRUCTION STANDARDS AND DETAILS IDOT CONSTRUCTION STANDARDS AND DETAILS 		622 GRACELAND AVE. APARTMENTS DESPLAINES, ILLINOIS TITLE SHEET	
20. IDOT CONSTRUCTION STANDARDS AND DETAILS BENCHMARKS		975 E. 22nd St, Suite 400 Wheaton, IL 60189 630.480.7889 www.rwg-engineering.com	
BASIS OF BEARINGS:		+	
ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE BENCHMARK: CITY OF DES PLAINES BENCHMARK NO. 61. MONUMENT SET IN CONCRETE AT THE NORTHEAST CORNER OF PRAIRIE & FIRST AVENUE, 75' EAST OF THE RAILROAD TRACKS AND 12' NORTH OF THE EDGE OF PAVEMENT OF PRAIRIE. ELEVATION 640.05 (NAVD 88 DATUM), MEASURED ELEVATION 640.12 SITE BENCHMARKS: NO. 1 CROSS NOTCH 2' SOUTH OF THE SOUTHWEST CORNER OF LOT 34 ELEVATION 637.45 (NAVD 88 DATUM) NO 2. CROSS NOTCH 2' SOUTH AND 3' EAST OF THE SOUTHEAST CORNER OF LOT 37		Engineering, LLC	
ELEVATION 637.57 (NAVD 88 DATUM) TITLE POLICY PROVIDED FOR PARCEL 3 MAKES NOTE OF AN EXCEPTION TO COVERAGE THAT INCLUDES AN EASEMENT FOR SEVERAL UTILITES PER DOC. NO. LET42065. SURVEYOR WAS NOT PROVIDED DOCUMENT BY TITLE COMPANY AND WAS NOT ABLE TO OBTAIN DOCUMENT FROM COOK COUNTY RECORDER'S OFFICE. BEFORE EXCAVATION, BUILDING OR ANY DISTURBANCE WITHIN SUBJECT PROPERTY OBTAIN DOCUMENT FOR PARTICULARS AND LOCATION OF SAID EASEMENT.			
FROMERY 22, 2023 11:00:04 a.m., Acolym. 22 (a. UWS Tech) GRACELIND AFE APTS 2000 EROIMERERNO (300 _ CADOLYMIN 22 (b. UWS Tech) EXPIRATION DATE: 11/30/23	D S P P	ROJECT NO63912021 ATE12/09/22 CALENONE ROJ. MOREMEN RAWN BYIM SHEET 1F 20	

Page 52 of 103

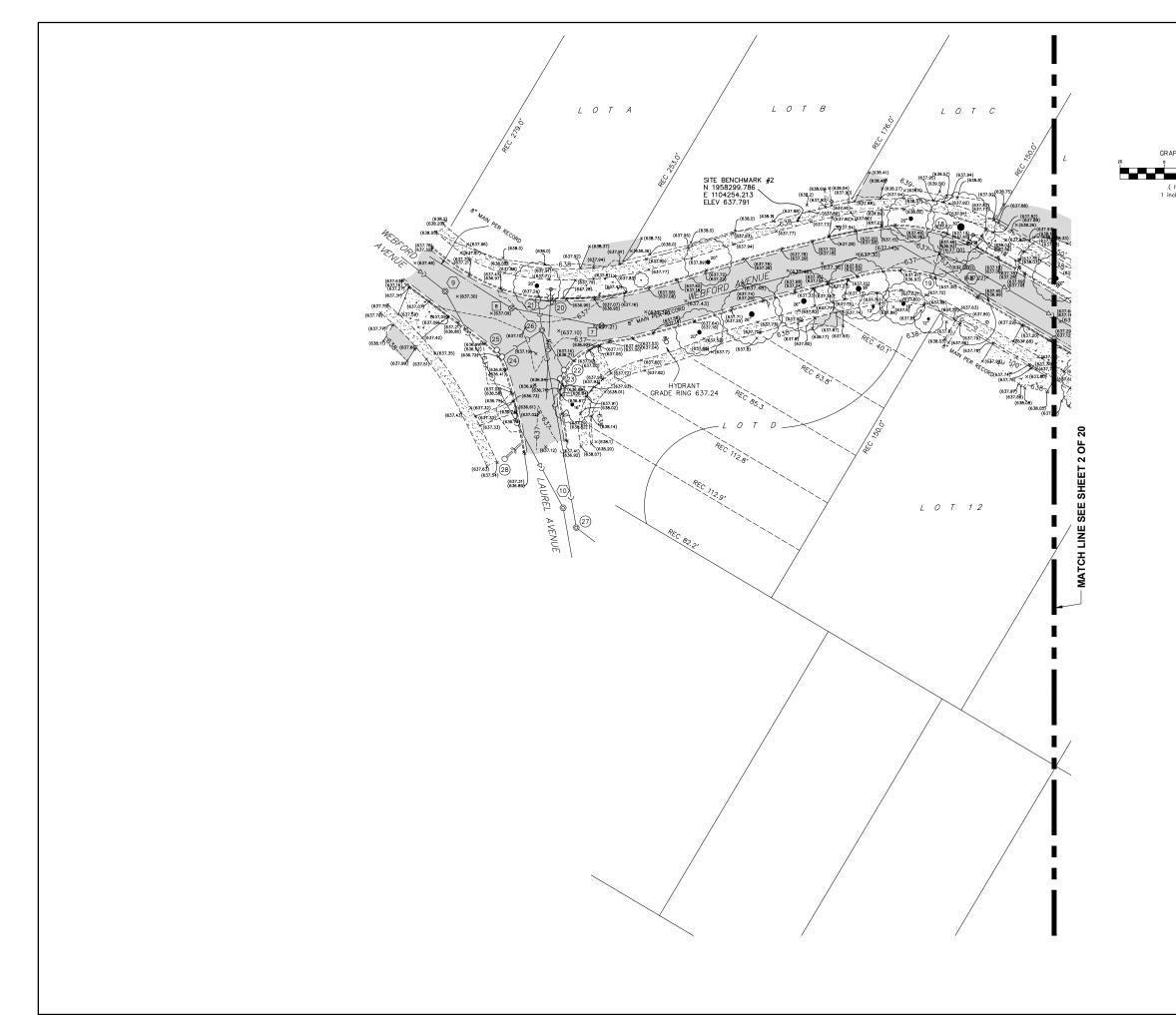


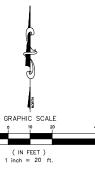


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	SANITARY SEWE			CITY	ARCH		
	(1) EX SAN M.H. RIM=638.77 INV=632.47 (15" VCP E) INV=633.12 (10" VCP SE) INV=632.42 (15" VCP S)	EX SAN M.H. RIM=637.57 INV=632.37 (15" VCP N) INV=632.67 (10" NE) INV=632.07 (15" SW) EX SAN COMBINATION M.H.	DATE	01/17/23	2 02/17/23		
	(3) EX SAN COMEINATION M.H. RIM-637.83 INV-631.39 (N) (RECORDS SHOW A M.H. IN THE STREET NEAR NORTH END OF PROPERTY, NONE WAS FOUND AND NO INDICATION OF ONE WAS FOUND AND NO INVIDE 22.33 (15 ⁺ VCP NE) INV-632.23 (15 ⁺ VCP NE) INV-632.35 (24 ⁺ VC) INV-632.34 (24 ⁺ W) (CONNECTING M.H. TO THE WEST SHOWS A 12 ⁺ INVERT TO THE EAST, NO INFO. AS TO WHERE SIZE CHANCES AVAILABLE) INV=632.28 (10 ⁺ NW)	(4) RIM-638.61 INV-630.61 (24" N) INV-630.61 (24" S) (N)V-630.71 (24" S) (1000) (1		622 GRACELAND AVE. APARTMENTS			1
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	3 EX STM C.B. RIM=637.21 INV=634.26 (10" RCP W)	EX STM C.B. RIM=637.28 INV=635.98 (4" CIP NE) INV=634.73 (6" CIP S)		AND	SPI ATN	CONDI	
	5 EX STM INLET RIM=639.01 INV=635.51 (L" SW)	€ EX STM M.H. FIM=640.10 TOP OF 8*± PIPE=630.63 (S) INV=631.20 (SW) INV=630.80 (SE)		ACEL	ЦС	STING	
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	11) EX STM INLET RIM= 637.04 FILLED WITH DEBRIS	12 EX STM CURB C.B. RIM=636.40 TOP OF PIPE TO SOUTH=634.40					
	(13) EX STM CURB C.B. RIM=636.46 TOP OF PIPE TO NORTH=634.16 INV=632.86 (NW)	(14) EX STM CURB C.B. RIM=636.72 TOP OF 12" PIPE TO EAST=634.37 INV=633.47 (12" S)				uite 400 0189 89	rring.com
	(15) EX STM CURB C.B. RIM=636,74 TOP OF PIPE TO NORTH=634.69 (PVC INSIDE RCP) (17) EX STM C.B. RIM=638.62 RIM=638.62	(6) EX STM M.H. RIM=638.82 INV=632.22 (N,S) INV=632.27 (E) INV=632.42 (W) ALL PIPES ARE ±8"				75 E. 22nd St, Suite 40 Wheaton, IL 60189 630 480 7889	www.rwg-engineering.
	INV=635.67 (6" DIP N) INV=635.52 (6" DIP SE)					975 v	www
	EX VALVE VAULT (NEW) RIM=639.28 T/P=632.28 PER RECORDS THE NEW MAIN GOING EAST IS 10" D.I.P. AND THE SOUTH IS B" BECORD COMPS NO	EX VALVE VAULT EX VALVE VAULT T/P=633.45 RECORDS SAY IT IS 8" EX VALVE VAULT RIM=638.55				TLC	Project Management
	8" - RECORD SHOWS NO MAIN HEADING NORTH, BUT IS VISIBLE IN FIELD. RECORDS SHOW IT CONNECTING TO OLD MAIN COMING FROM VAULT NO. 2 BUT NOT VISIBLE IN FIELD	T/P=633.75 THIS IS A NEW MAIN ALSO RECORDS SHOW NO VAULT HERE BUT FOUND IN FIELD				erina,	♦ Real Estate Consulting ♦ Pr.
	■ EX VALVE VAULT RIM-637.46 NOST UKELY HAVING BEEN PART OF THE OLD MAIN CONNECTING TO VAULT NO. 2, RECORDS SHOW NO VAULT HERE WHERE FOUND IN FIELD	5 EX VALVE VAULT RIM=637.42 RECORDS SAY THS IS 8 AND GENERALLY AGREE WITH FIELD MARKINGS AND CONNECTION TO NEW MAIN IN THE EASTERLY SIDE OF THE RIGHT OF WAY THE RIGHT OF WAY				Engineering, .	vil Engineering ◆ Real Estal
	6 EX VALVE VAULT RIM=638.02 UNABLE TO OPEN					ס >	CIVI
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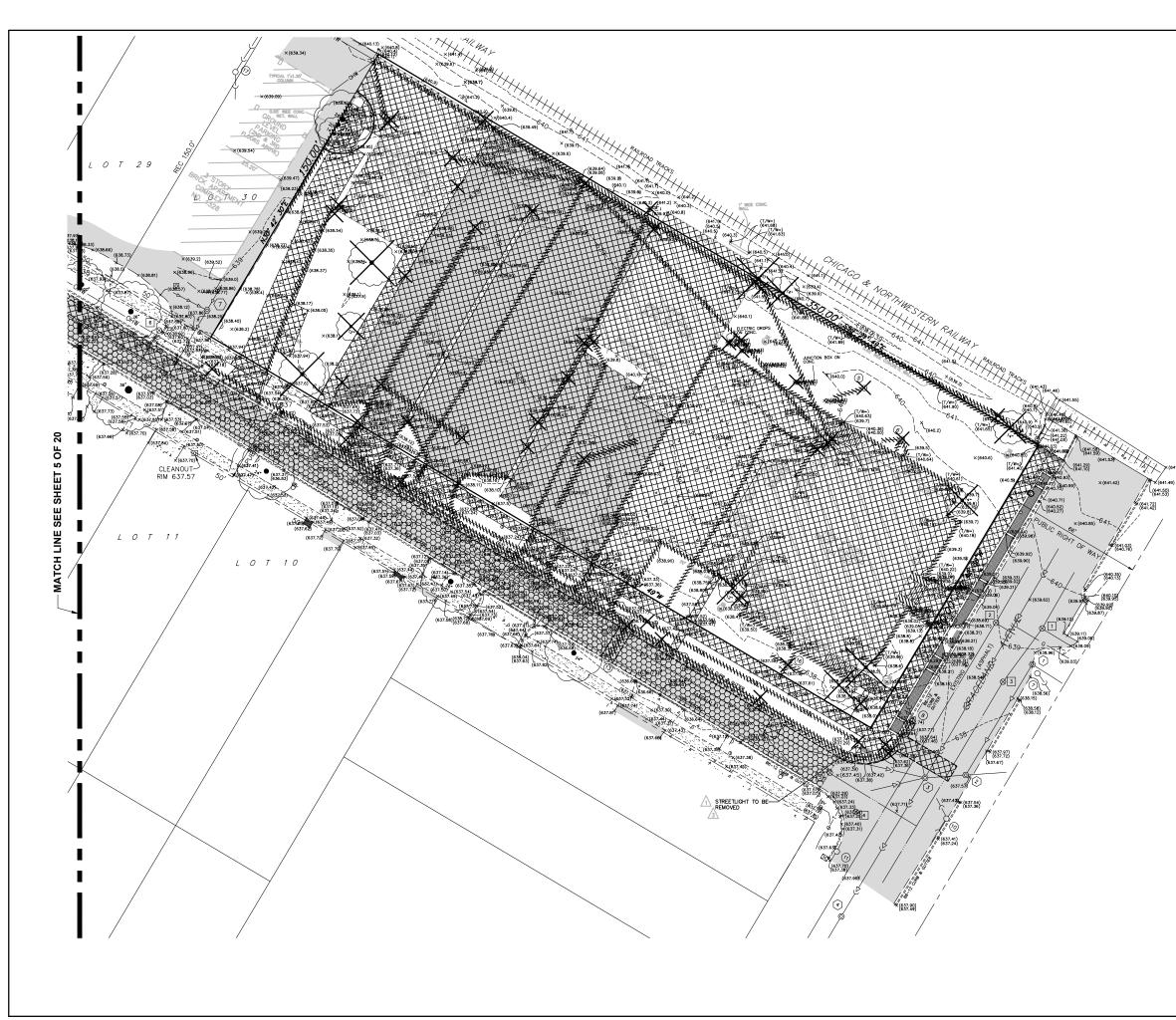
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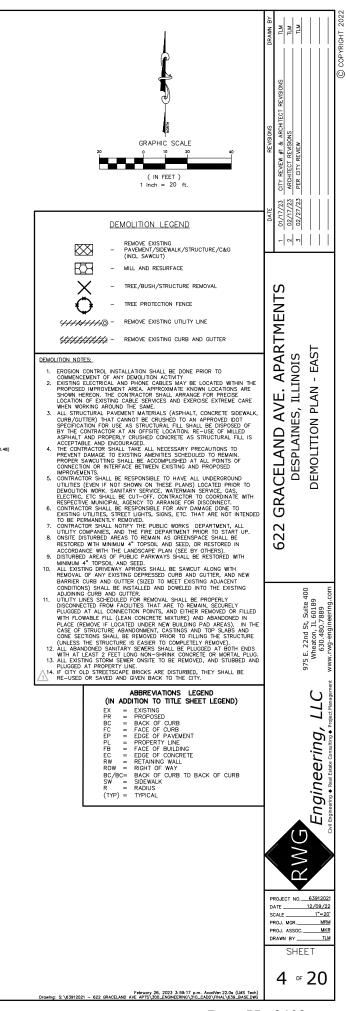




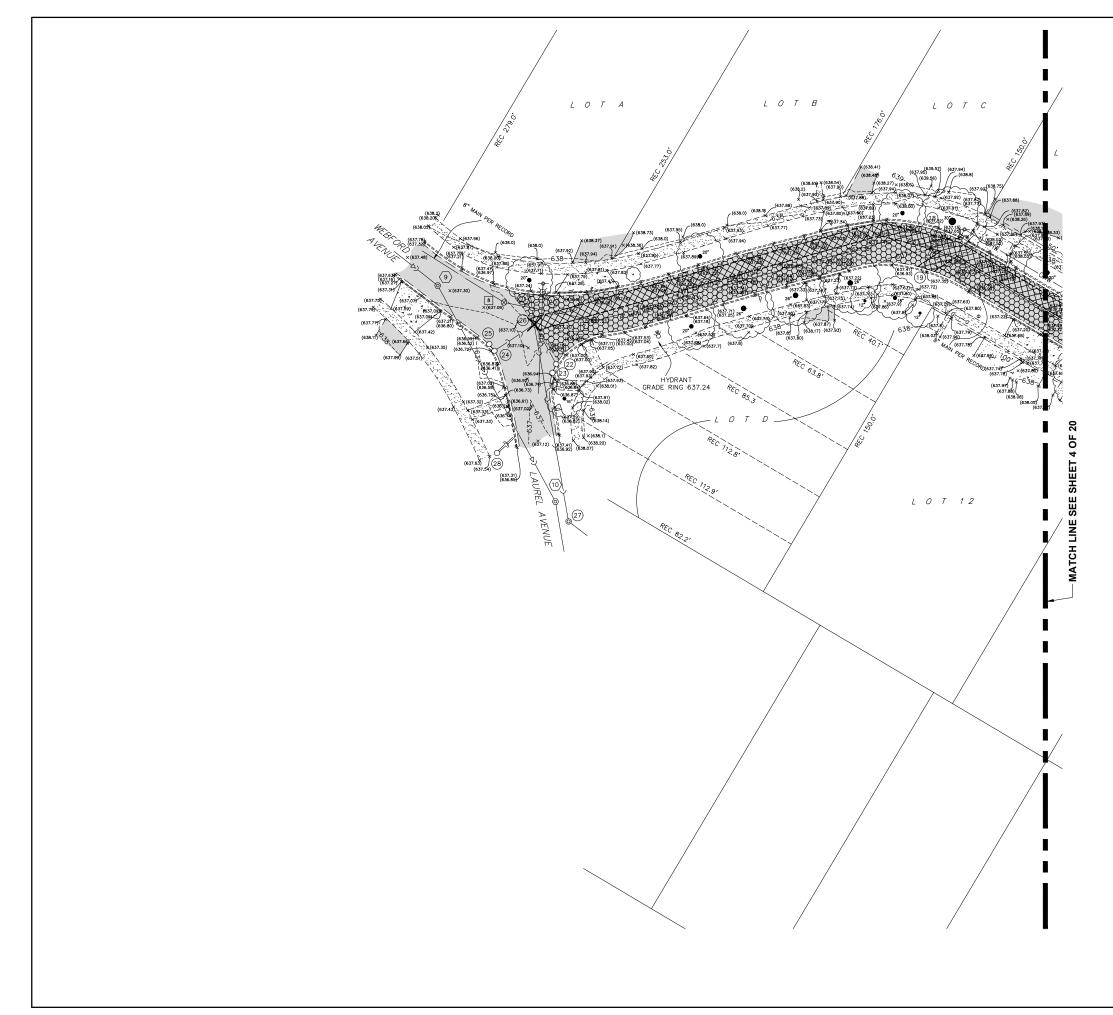
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STORM SEWER STRUCTURES						
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EX STORM M.H. (2) EX STORM M.H. (26) RIM=637.05 (12" DIP NW) RIM=637.35 INV=628.31 (12" RCP SW) INV=627.35 (27" RC INV=627.06 (27" RCP SSE) INV=627.28 (27" RC	CP NW) CP SE)			UESPLAINES, ILLINUIS	EXISTING CONDITIONS PLAN - WES	
28) EX STM C.B. (BEENIC COVER) FLOW LINE=637.36 INV=632.86 (10° DP (NINE) INV=632.86 (10° DP (S)NE) (NO OTHER PIES VISBLE-LONG BARREL, HARD TO SEE)				ב	XISTING	
WATERMAIN STRUCTURES					Ш	
6 EX VALVE VAULT RIM=638.02 UNABLE TO OPEN FULL OF WATER	0.39	- C	22			
8 EX VALVE VAULT RIM=637.11 TOP OF 8" PIPE=629.91						
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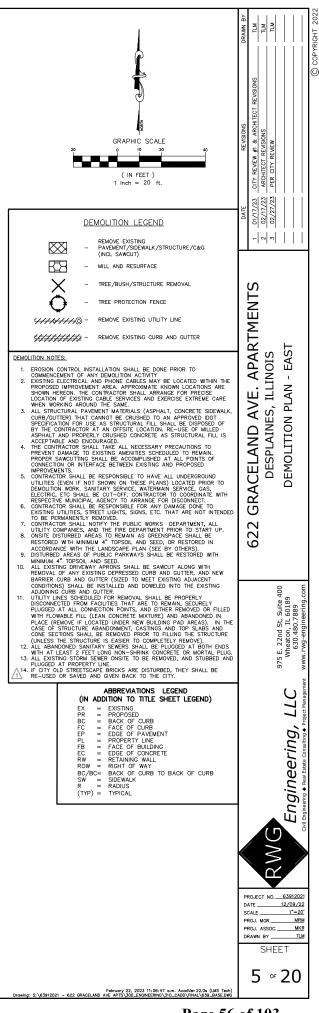
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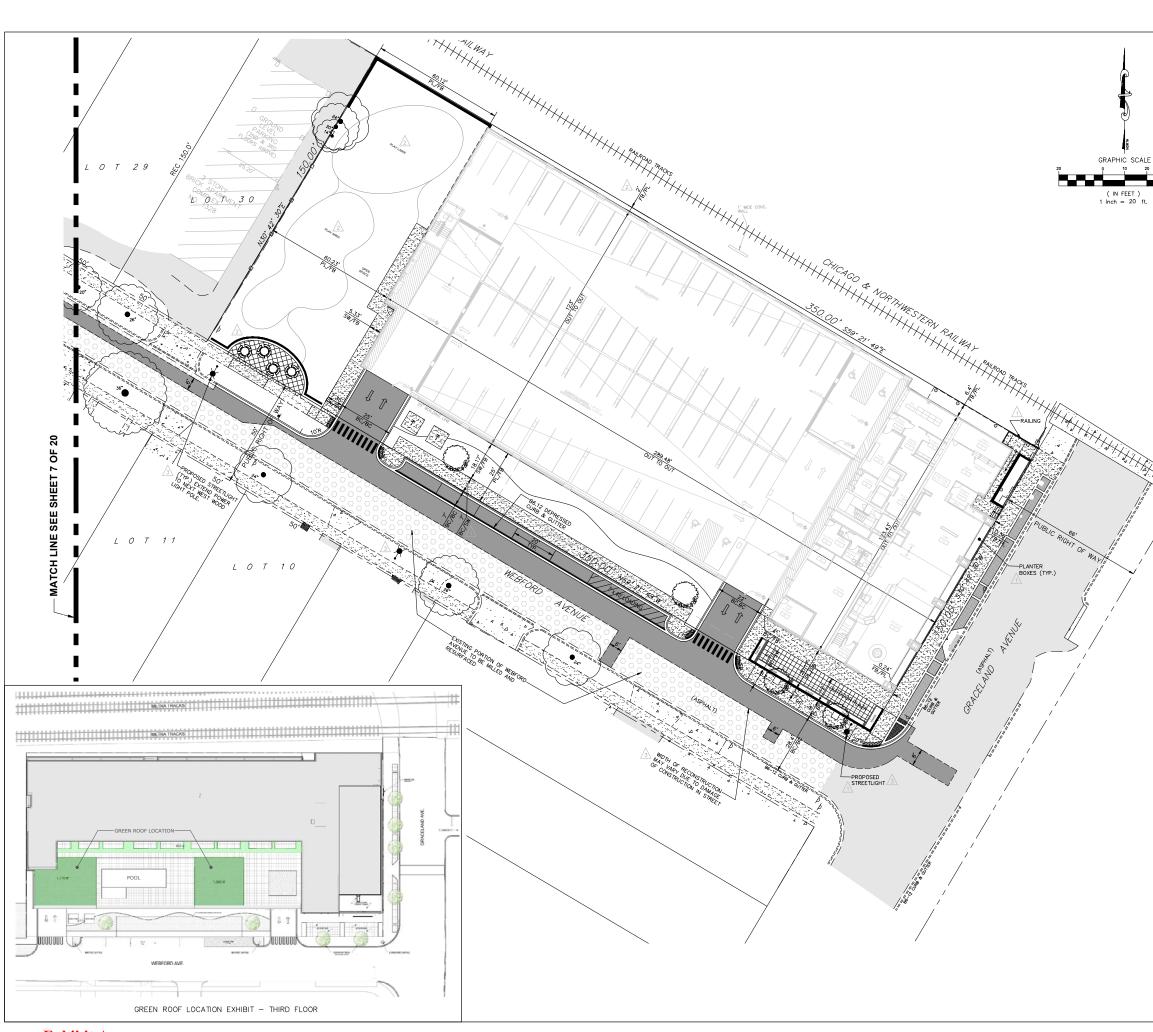
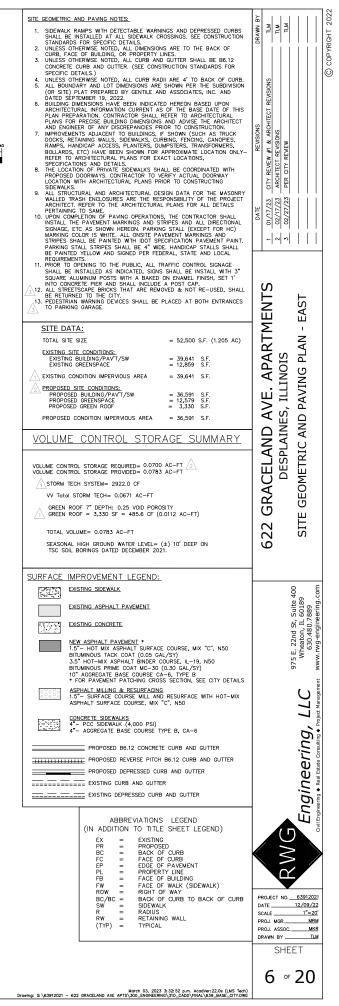
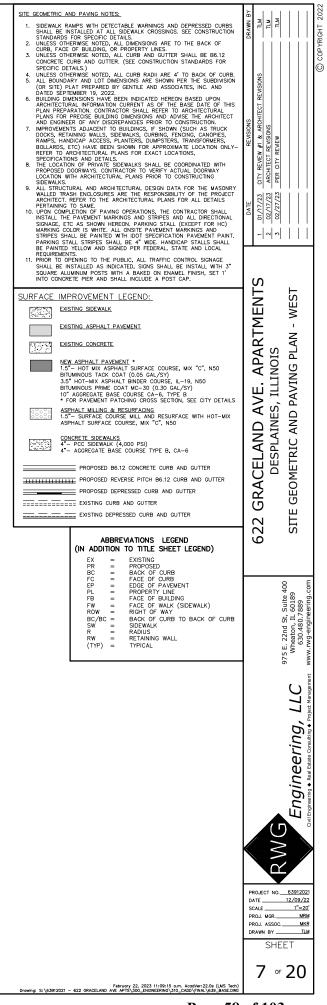


Exhibit A

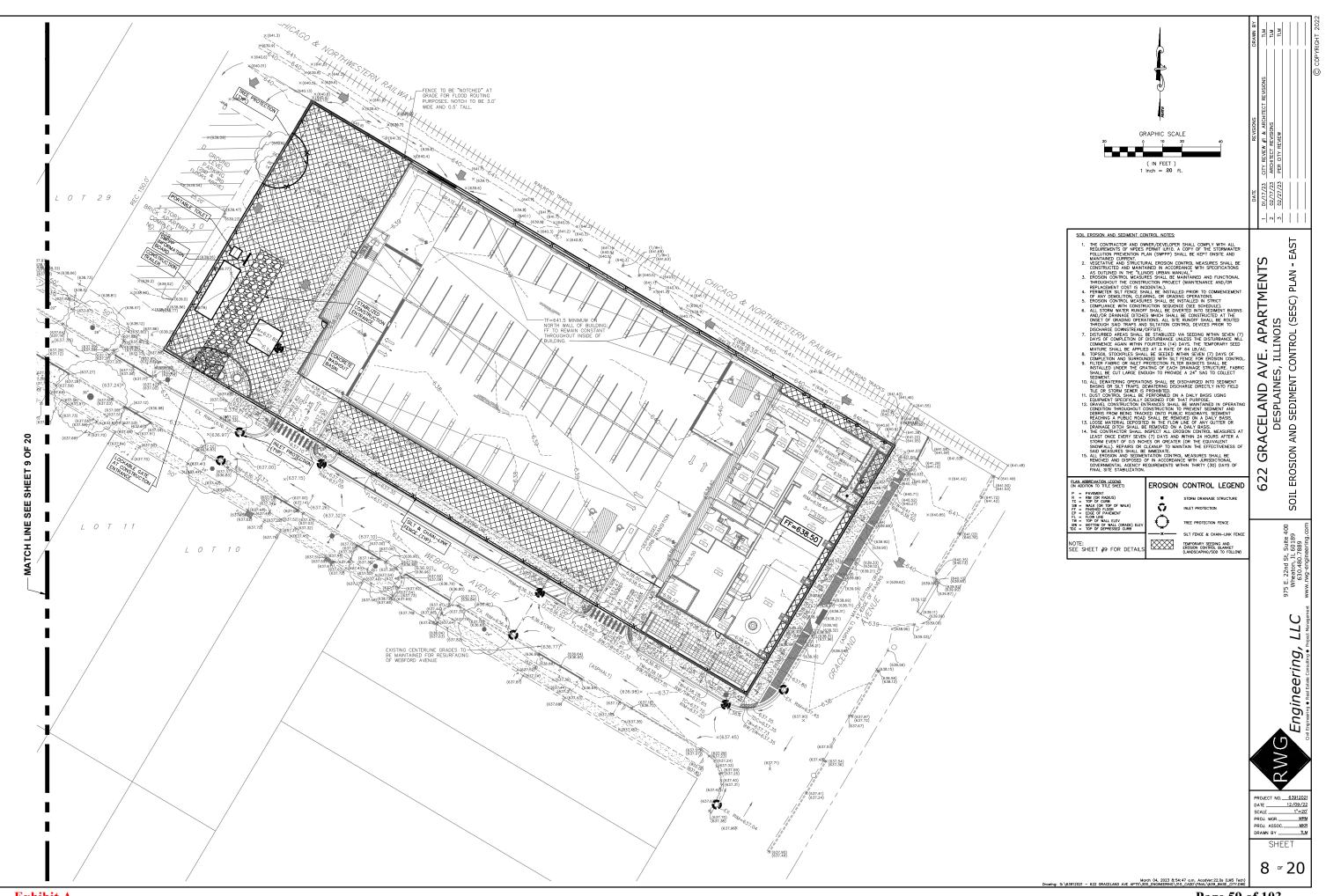


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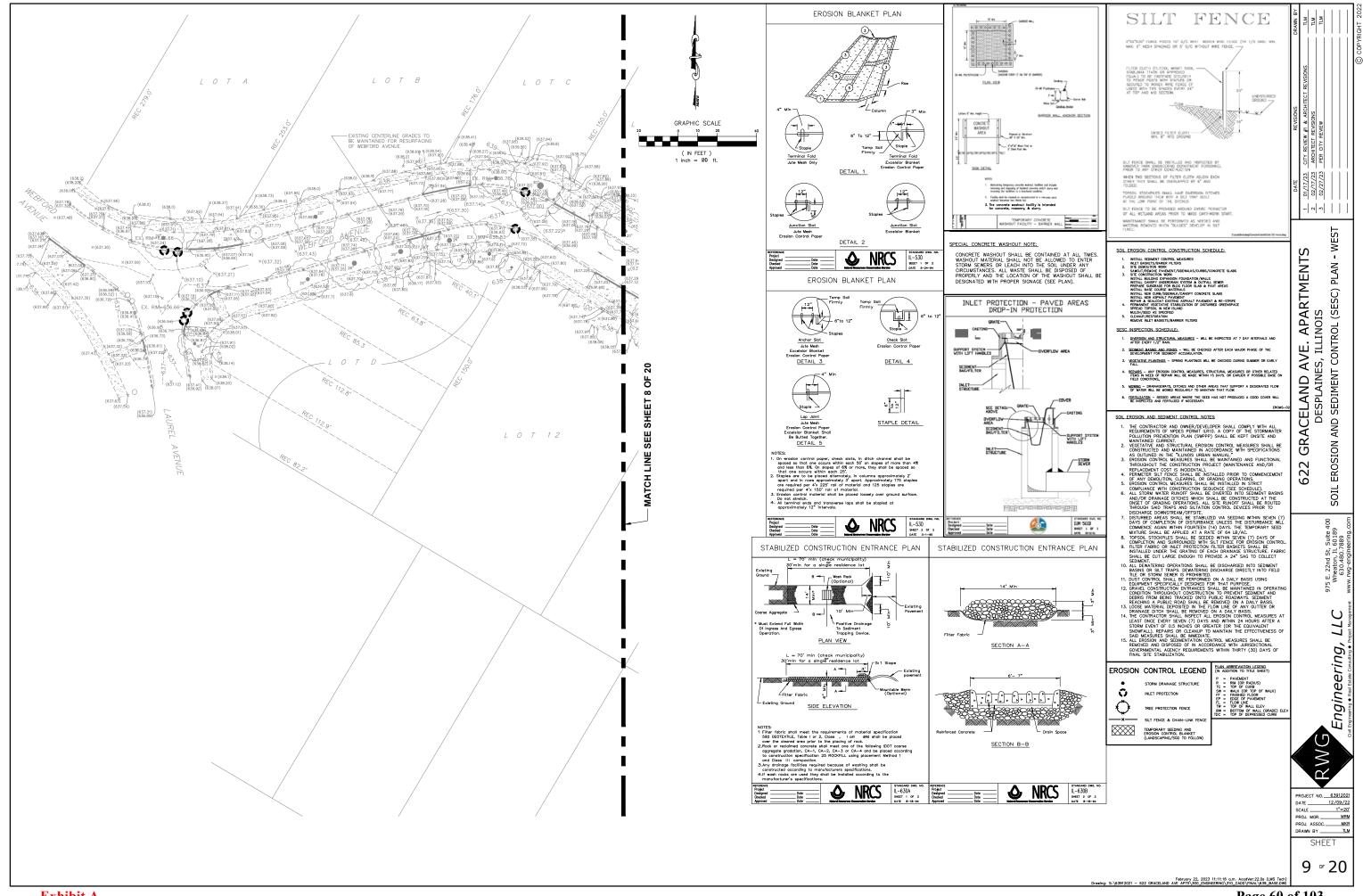




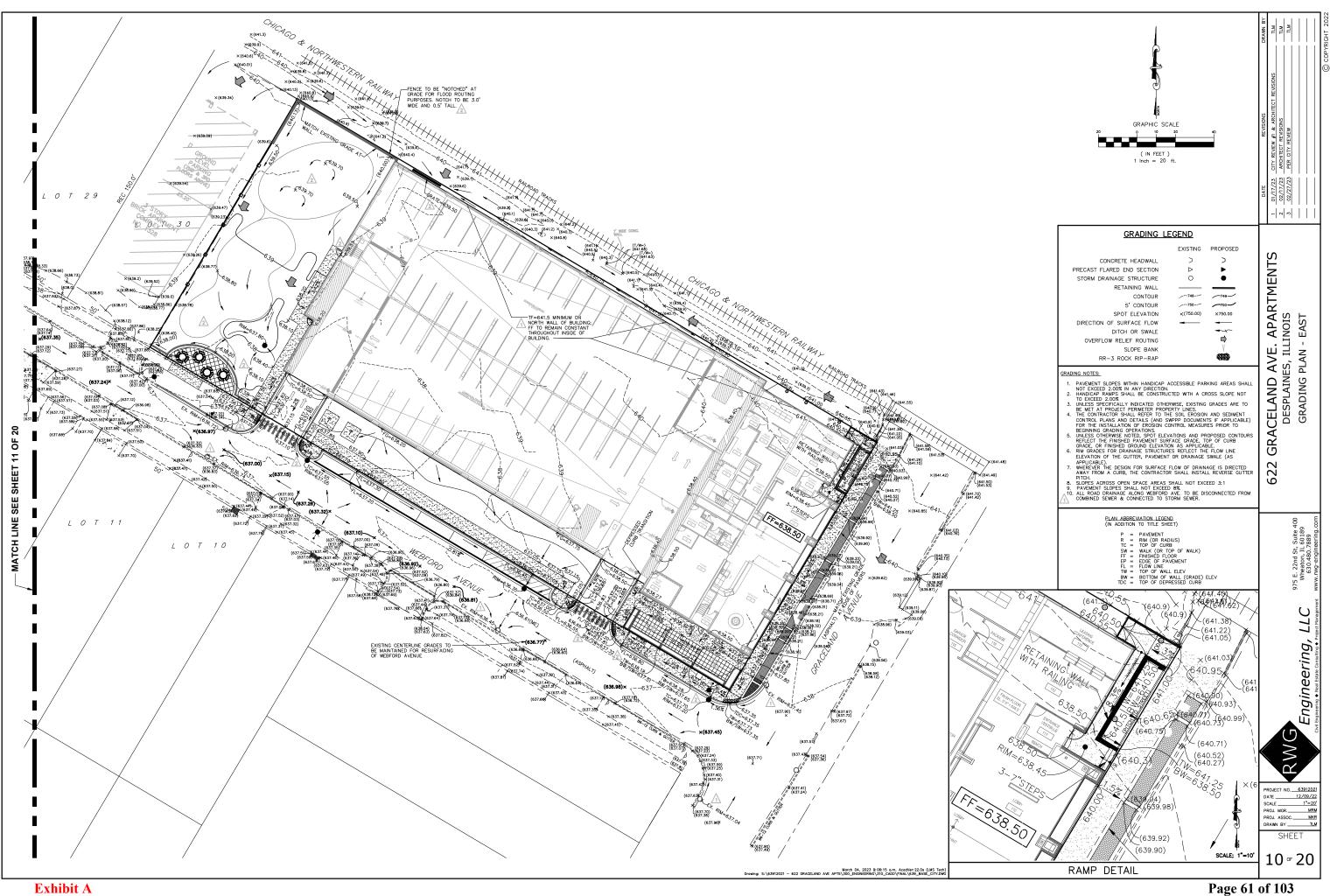
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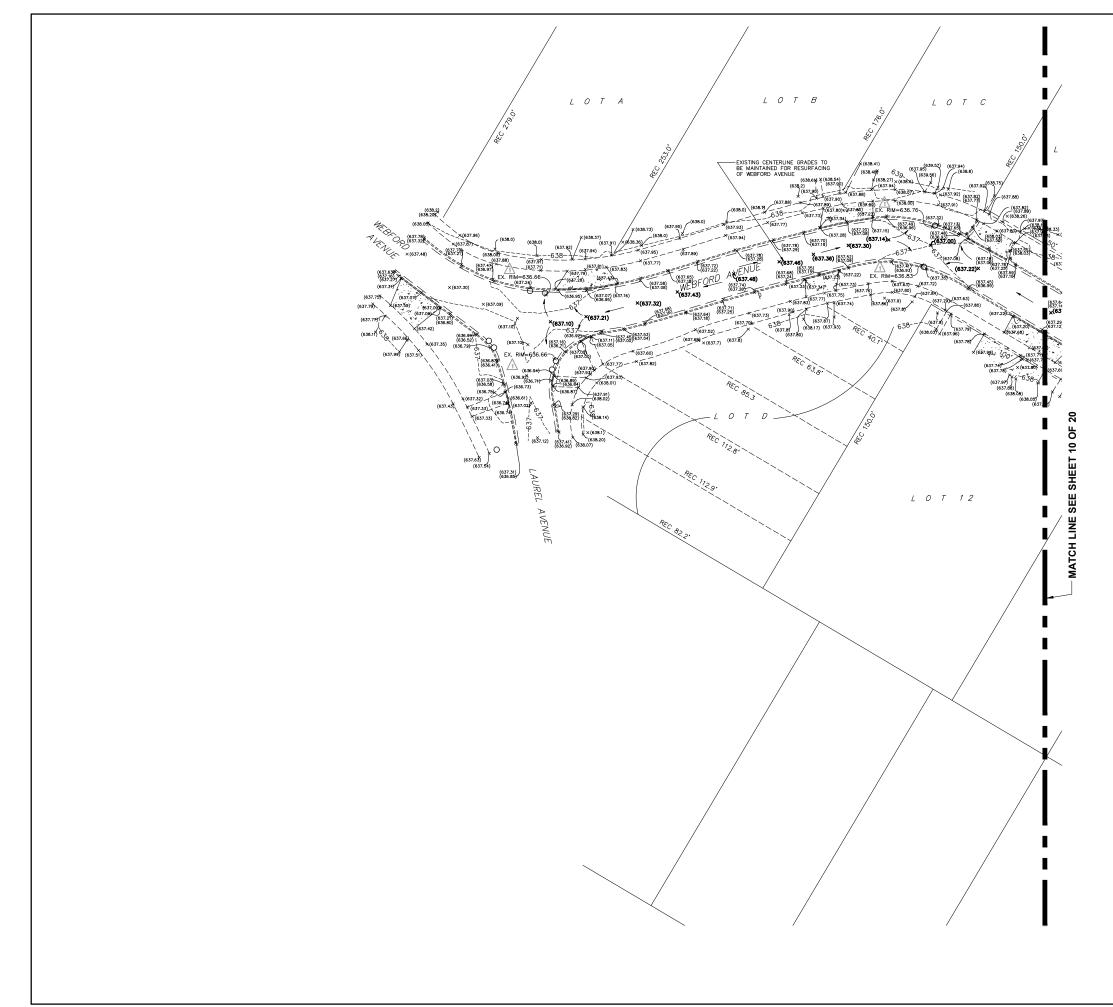


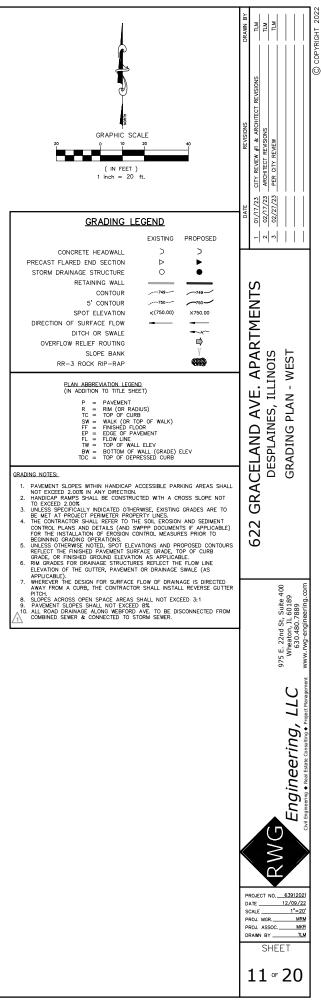
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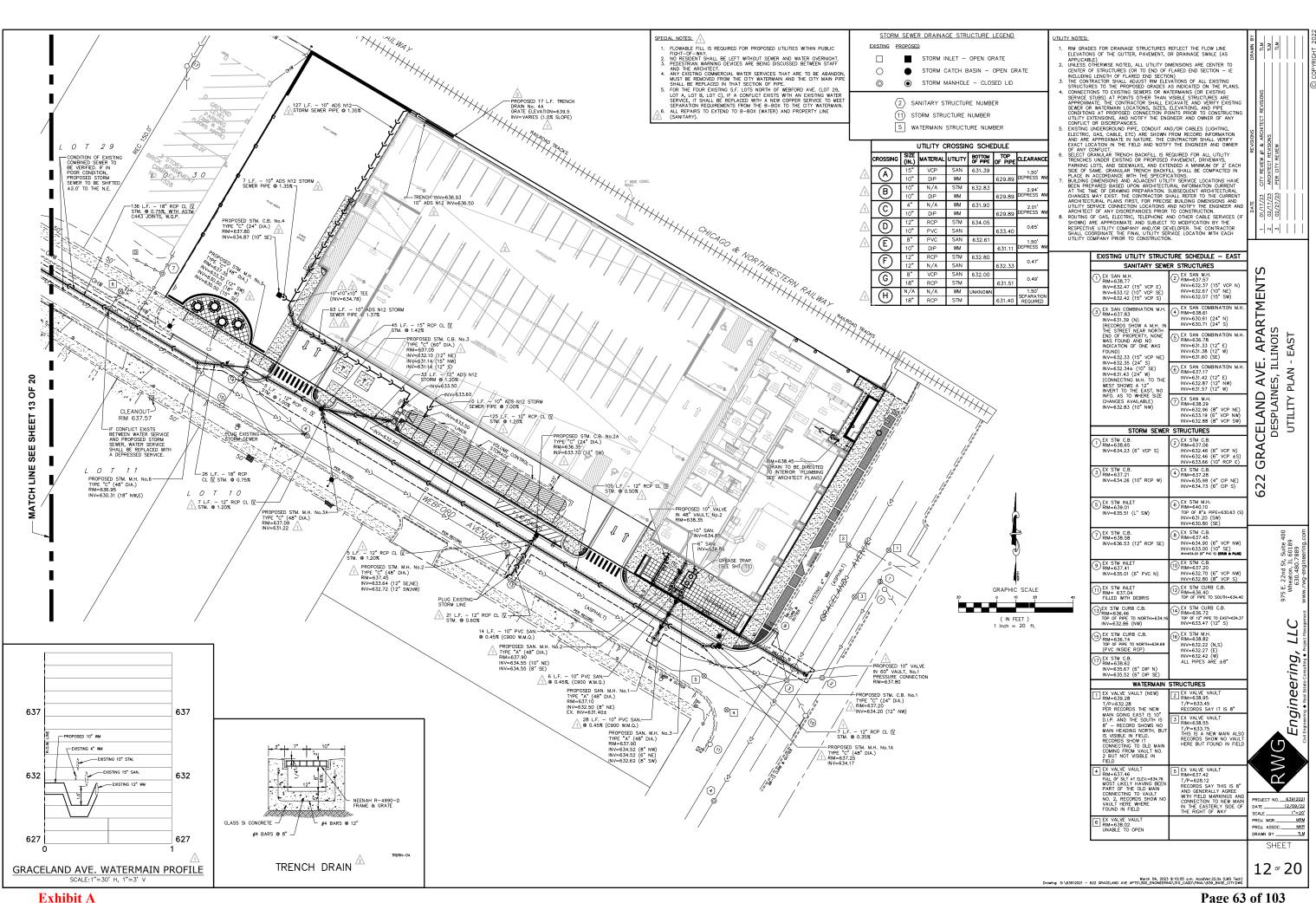
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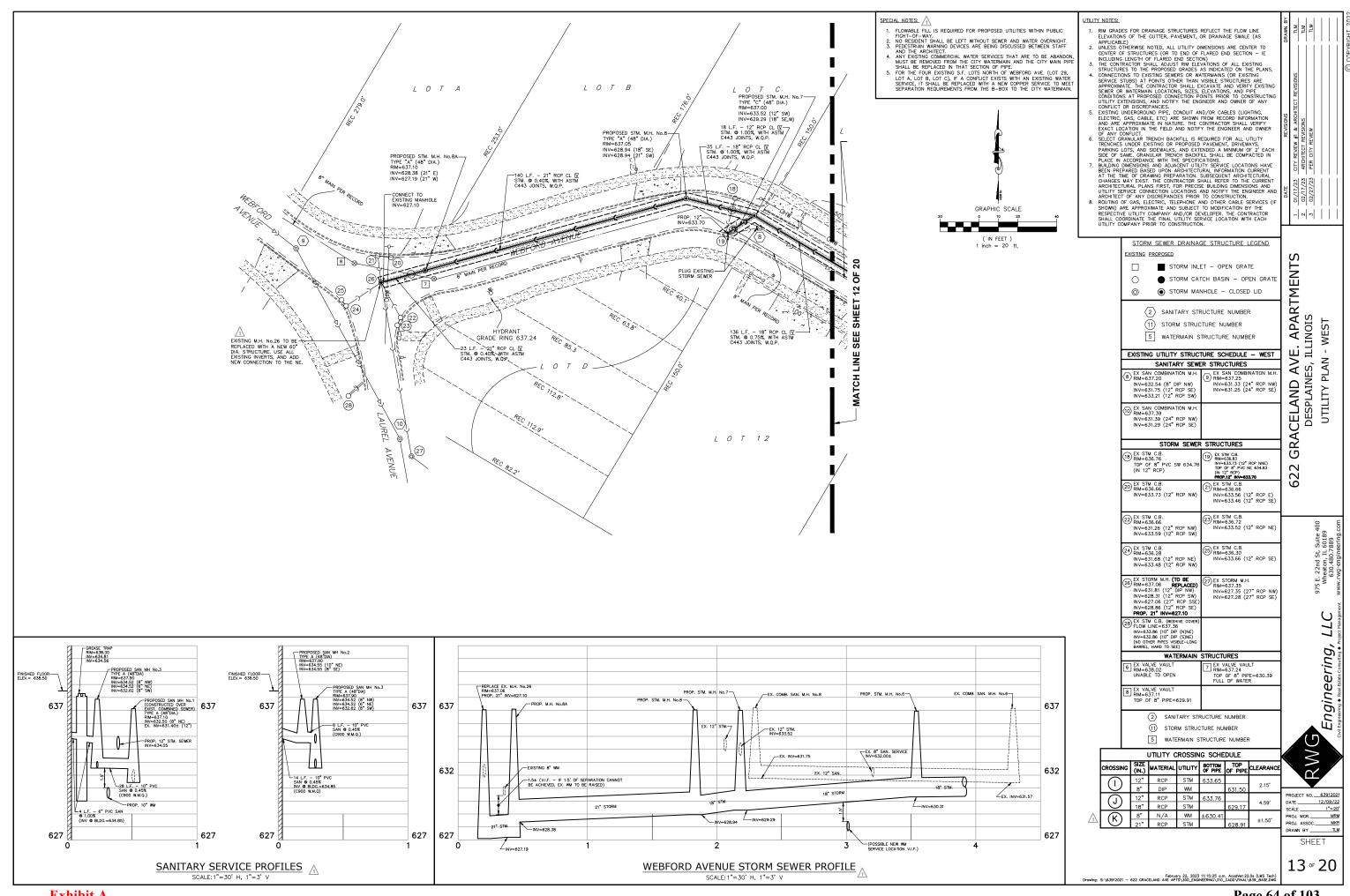




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RWG ENGINEERING, LLC PROJECT SPECIFICATIONS

GENERAL CONDITIONS

INT<u>REACT INCLUENTS</u> The Standard Specifications listed on the title sheet, these Inprovement Plans, the Special Provisions, General Conditions, and Subsequent Betails are all port of the Contract Discusents. Inclearial Heres or accessories recessary to complete the earch near not be specifically noted but are to be condedred a part of the contract.

SE OF IMPROVEMENT PLANS o Improvement Rians shall be used for construction unless specifically marked "for Construction" Prior to the construction shall verify all dimensions and conditions affecting their work with The approximation is a set of the set of the

CHEWARKIE CHARATEE IN sock parformed under this contract shall be guaranteed against all defects in material and workmanship of hatever nature by the contractor and his surety for a period of one year from the date of final acceptance of the work by the applicable governmental agencies and the owner.

<u>FINAL PAYENT</u> Fibra to acceptance by the owner and final payment, all work shall be inspected and approved by the owner or his representative. Final payment will be nade offer all of the contractors' work has been approved and accepted, and in accendance with the contract documents.

IGNAV/GRAINAY CONTRUCTION FERMICS for contractor shall be responsible on obtaining all required permits for construction along or across existing proper bracing, shoring, and other required protection of all roadways before construction shall note ornangements for noncer bracing, shoring, and other required protection of all roadways before construction begins. The contractor hall be responsible for any damage to streets or roadways and associated structures, and shall note repairs as excessing to the satisfaction of the engineer not applicable governmental agency.

XISTING UTILITIES subscripts for exhibite within public right-of-may are shown on the plane according to available records. Subscripts for exhibit the responsible for determining the exact location in the field of such utility lines and there notection from damage during construction. If evident guilting lines of any nature are encountered which conflict in protection from one elevation with new construction, the contractor shall notify the engineer innediately so that the conflict may be resolved.

BRIET INFORMENTS AND QUANTITIES The contractor shall review the construction documents and determine all required improvements and verify all partities as noy be provided by the engineer or owner for bibling purposes, and report any discrepancies to the regiment. The contract price submitted by the contractor shall be considered as lunp sun for the completed moject where there is a plan revision or written change to the scope of work.

NCIDENTAL CONSTRUCTION Whenever the performance of work is indicated on the plans and no item is included in the contract for payment, he work shall be considered incidental to the contract and no additional compensation will be provided.

MAINTENANCE OF TILE BEAMAGE Hurding construction coefficience of a set of the start of the start of the set of the set of the set of the set structures, distribute, etc. and abstructs the natural enables flow line phall be removed at the close of each day. Therape may be achieved by distribute, phange, or any other acceptable heads failure to provide patter day. Therape may be achieved by distribute, phange, or any other acceptable heads failure to provide patter day. Therape may be achieved by distribute, phange, or any other acceptable heads failure to provide patter days and a set of the set shall be considered includent to the control.

INSTIC_CONTENT INE contractor is responsible for the installation and maintenance of adequate signage, traffic control, and marning devices to inform and protect the public during all phases of construction. All barricades and warning signs fail le provide in accordance with the IIII Standard Specifications. Adequate highting shall be notabled from upplicable governmental agency. Traffic control items shall be in accordance with the IIIIT "Manual on Uniform right control bevices."

AVENENT RENOVAL/REPLACEMENT Existing permanent type pavene Archeni texturo//zele/actenti skitug permeent type poweents on other permanent hprovenents which abut or otherwise interfere with proposed inprovements and must be responsed shall be say curful depth prive, premoval items so reprove shall be included in the revoval cost and registerent will be paid under the respective line in the contract unless therwise indicated. Removed powenent, sidewall, curb, etc. shall be disposed of by the contractor at his com xpense at an offsite dump site.

I<u>REF_PROTECTION</u> Substrig trees not scheduled for removal shall be protected from damage. Trimming and sealing shall be in Icconstance with IDUT Standard Specifications.

CHISTING SIGNATE <u>4 MAL BUTCS</u> Catalog Signade and mail boards the contraction in accordance with the IBID Standard Specifications. Danage to these leans shall be regularized produced by the contraction at its expense. Tengonry makes results each labe provided as an incidents

STISTING FIELD TILE Field the encountered during construction shall be connected to proposed storm sever on extended to outlet into a proposed droinger eay. If this is not possible, then existing the shall be repaired with new pipe of same size and naterial for better) and restored in acceptable operating condition at the original grade. Records of location and elevation shall be node by the contraction and humidhe to the majorer upon project completion.

IDNSTRUCTION DEBRIS CLEAN-UP The contractor is responsible for removal and disposal of all excess material and debris resulting from his instruction constraints of the expense to the expense.

Nextiliar <u>Culliment</u> These plants are not suitable for nuclime guidance purposes. Should these plants be used to prepare files for project surveyor that is in responsible charge of site cullimation. This work is an additional service requiring negativated compensation to the engineer and surveyor.

SAFETY & CONSTRUCTION EXECUTION The contractor shall contry with the rules and regulations of DSH4 and appropriate authorities regarding jobsite astery provisions. The engineer and amen are not responsible for the construction means, nethods, techniques, astery provisions. The engineer and amen are not responsible for the construction sude by the contractor be ne contractor is soldy responsible for execution of his work has accordance with the contract documents.

INUMANT Destructions responsible for construction shall purchase insurance for the benefit of the engineer, noning RVG Engineering, LLC as on additional insured to cover claims and expenses, including cost of defense, asserted against engineer. It's against, engingers, and consultants for body hypyry, schenses, disease or destin anyone for whose acts any of them may be lable. Such insurance shall state that The coverage afforded the additional insured shall be primary insurance for the additional insured with respect to claims arising out of the start of work. Applicable insurance maintained by RVG Engineering, LLC shall be considered secondary and an any encess or contingent basis. PROJECT SPECIFICATIONS

SOIL EROSIONS AND SEDIMENT CONTROL

I Suit INDUST and ADDEAD AND ADDEAD ADDEA

S<u>WPPD</u> A copy of the Stornwater Pollution Prevention Plan (SWPPP) shall be kept onsite with all supplemental naterial as ####### der NPDES General Pernit No. ILRID. Construction operations shall conform to pernit requirements.

STE <u>REPRAVIN</u> Prior to clearing and grading, perimeter sit fence shall be installed, and onsite sedment control measures shall be constructed and functional per the soil erosion and sedment control plan. The contractor shall construct ditches, assignent properties, routing surface flow to onsite treatment facilities.

STABILIZED CONSTRUCTION INTERNEE Temporary graved construction entrances shall be installed and maintained to prevent sedment from being trucked offsite. Sedmen reacting a public road shall be removed by shoveling or street sweeping at the end of each work day. Losse moterial deposited in the flow line of any gutter or drahage structure shall be removed at the end of each work day.

<u>IDPSOIL SIDEPILES</u> Topool stockpiles shall be seeded within seven (7) calender days of completion for erosion control, unless they will be distributed within fourteen (14) calendor days. Stockpiles shall be encompassed with a sit fence.

<u>INST CONTROL</u> bust control shall be performed on a daily basis using water dispersed from a truck mounted tank with a standaro disformore header for uniform application rate.

<u>DE-WATERING</u> During de-matering operations water shall be pumped into sediment basins on silt traps. De-matering directly into Field ille or stormsater structures is not permitted. Vater pumped during construction operations shall be fittered.

S<u>TABLIZATION</u> Disturbed meass shall be stabilized by seeding within seven (7) days of completion of disturbance unless the area will he disturbed within fourteen (14) days. Tenporary seed nixtures shall be applied at a rate of 64 libs/acre.

SEDURED ASSING. What Scionsker is noticed through proposed detention basins to allow for settlement of suppended silt and debris, the basins shall be constructed at the start of the project. Basins shall be sufficiently over-excavated to provide appropriate volume for sediment calculation.

INLET PROTECTION BASKETS Inlet protection devices shall be installed in each ansite and adjacent offsite drainage structure. (SEE PLANS)

BRINGE_SYSTEM_MAINTENANCE All storm severs, catch basins, surps, and detention basins provided with this project shall be cleaned at construction completion and prior to final acceptance. Cleaning may also be required during construction if the traps are not functioning properly.

INSECTIONS. The contractor shall inspect all erosion control measures at least once every seven (7) culendar days, and within 24 hours of a storn event of 03 inches or greater for equivalent snowFall and in accordance with MPDS guidelines. Necessary regions or clean up to unithin the effectiveness of the control neasures shall be down hendia tely.

<u>CLEANUP</u> All eroson and sediment control measures shall be removed and disposed of in accordance with applicable novernmental agency requirements within 30 days of final site stabilization.

I. EXCAVATION AND GRADING - (EARTHWORK)

Exhibit A

CENTERAL STAILBORD Unless specifically nodified below, all excavation and grading - (earthwork) shall be done in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction in Illinois," as published by IIDT, Latest Edition

SITE SERVANTING From to nest of operations, the contractor shall become familiar with the soil erosion control specifications. The establishment of erosion control procedures and the placement of Fleter Fencing, etc. to protect adjacent property shall occur before mass grading lepties, and in accoundance with the indeferentation schedule.

Tree protection fencing shall be placed around any trees designated to be preserved within the construction zone. Fencing shall be placed in a circle centered around the tree, such that the entire drip zone (extent of furthest extended branches) shall be within the Fence limits. The existing grade within the fenced around shall rendin

EPERITOR Development Developm

CLEARING AND GRUBBING Unless noted for preservation, all vegetative growth including trees and tree stumps shall be removed from the contemption cont. IfFeite menosal shall be assumed unless permitted otherwise by owner.

IDESUIL REMIVAL Topsoil shall be stripped from all noadway, driveway, parking area, right-of-way, building pad and other designisted structural areas. Stackpling of topsoil for respread shall be at locations as directed by the designisted structural areas. Stackpling of topsoil for respread shall be at locations as directed by the designisted structural areas. Stackpling of topsoil for respread shall be at locations as directed by the designisted structural areas. All topsoil areas and the structural structural beat to the stackplied in front yards, drainage sweles, flood routing oreas, utility locations, utility easements or right-of-way.

INSUITABLE MATERIAL Understates several entertial shall be removed from roadesy, driversy, parking lot, building pad, and any other based of the several dividually soft underlying sail shall be removed from all structural legnowment areas, areas to rective (a) fill, and wherever elds designoutd on the site. If underlying structural subgroups doils not deeper than one inch under construction equipment or if the noisture content exceeds that needed for proper compation, the call shall be scatness.

EXCAVATION AND EMBANKMENT Upon completion of topsoil removal, the contractor shall perform excavation and embankment (fill) operations accordance with the incovenent plans.

Structural enbankment naterial shall be placed in level uniform layers so that the compacted thickness is approximately six inches. Each layer shall be thoroughly mixed during spreading to insure uniformity.

Ebonkment naterial within roadway, driveway, parking areas, and other structural clay fill areas shall be compacted to a ninkuw of niety percent (900 of maximu density fondified proctor nethad), or to such other density as determined appropriate by the soils engineer. Denakment for building pois shall be compacted to a minum of ninety-five percent (930) of naximu density incidified proctor nethad), or to such other density as determined appropriate by the soils engineer.

Embankment material within non-structural fill areas (random fill) shall be compacted to a minimum of eighty-five percent (05%) of maximum density (modified proctor method), or to such other density as determined appropriate by the sola engineen.

All subgrades for proposed street and pavement areas shall be proof-ralled by the contractor and any unstable areas shall be removed and replaced as directed by the solls engineer.

<u>BACKFILLING CURBS, PAVEMENT, ETC.</u> Curbs, pavements, sidewalks, etc. shall be backfilled by the contractor after installation in accordance with improvement ping prodes.

<u>IDPORT.BESERAN</u> Except where otherwise noted, the contractor shall respread a minium six (6) inch layer of topsoil on all designated open space, parkeay, landscape, and other non-structural areas.

EXCESS MATERIAL Unless otherwise approved by the owner, the contractor shall remove from the site any excess or earth naterial.

SEEDING Upon completion of topsol respread, the contractor shall install seed and fertilizer as indicated on incrovement plans or per owner provided landscope plans.

<u>DEPECTION BY THE SONE EXAMPLE</u> The owner provided sole angines shall closely supervise and inspect the grading opersticute, particularly during the removal of unsultable naturals and the construction of remaindenets or building pass. All testing, inspection shall be entirely the responsibility of the sole sequence.

GRADING TILEFRANCE Building pad leventions, subgrades for pavement, driveways and sidewalks, and all yard/open space areas shall be consideted within a tolerance of plus or minus 0.1 foot of design subgrade elevations.

UTILITY INSTALLATION PREPARATION Prior to utility construction, proposed pavenent areas, building pads, driveway and sidewalk areas, and vard/come space areas shall be rough graded to plus ar ninus one foot of design subgrade elevations.

NOTE DEGARDING PLAN GRADES Grade elevations shown on the improvement plans are finished grades. Pavement and/or topsoil respread thirinxesses must be subtracted to deternine subgrade elevations.

SITE BRAINAGE MAINTERMACE Grading and site hyprovenent construction shall not cause ponding of stormwater. All areas adjacent to incrovenents shall be graded to provide positive site drainage.

STIL BRING RECENTS. Set and some state in the engineer of comer, are solely for information and guidance for thing contracts. The engineer and somer hale no representation or searchy regarding the information contained in the borning logs. The contractor is encauraged to make his own investigation and guidance accordingly. Arrangements to enter the property during the bid phase may be nade with the owner. There will be no additional payent for expresses incurred resulting from adverse so all or some state conditions.

SUBCAGE DESIGN CRITERIA Pavement subgrade shall have a minimum IBR of 33 as determined by the sols engineer. The proposed pavement the sole of the minimum IBR engineer rendal soles of pavement subgrade are encountered which do not ease the minimum IBR requirement, subgrade rendal work on pavement design revisions will be ordered by the owner to obtain equivalent pavement strength.

UNDERGROUND UTILITIES - UNIVERSAL

III to the second se

<u>EXTERNAL VORK SCOPE</u> Underground utility construction shall include trenching or sugaring installation of pipe, structure castings backfilling of trenches with compaction upon testing as required littings and accessories necess condets the work may not be specified, but shall be considered incidential to the cost of the contract.

GRADE DESCRAFTION Rough practing to within one foot of finished subgrade shall be completed by the earthwork contro commencement of underground utility construction.

<u>DE-VATERING</u> The contractor is responsible for dewatering any excavation for the installation of sever or water Dewatering will be considered incidental to the respective underground utility construction.

<u>SHEETING AND BRACING</u> Any anticipated costs for sheeting and bracing shall be reflected in the contract anounts. Additional costs fo sheeting and bracing will not be allowed.

SILTCI COMMLAR BACKILL. Millity tracks benesith existing or proposed poverent, driversys and sidewalks, and existing or proposed utilities (a. crossings) and for a detance of three (3) field either side of same (or note for deeper utilities matched and first product of the construction the construction transmit filled with sector pornular matched and first proposition to accordance with the construction transmit transmit

EXCESS TRENCH MATERIAL. The contractor shall spread excess excavated trench naterial adjacent to the trenches in an orderly fashion so as not to create a hazard or obstruction, and to maintain the site in a workable condition.

DISINILAR MATERIA S/PIPE CONNECTIONS "Band-Seal" or share fields type couplings shall be used when connecting sever pipes of dissibilar naterials. The or of the following nethods shall be used by nears other than an existing syst. tee, or an existing structure, ere of the following nethods shall be used by nears other than an existing syst. tee, or an existing structure, clinicular coring of sever nam with proper tools ("Snew-Tap' nache or shillar) and installation of hub-syst in the four four dissidement of me financial structure.

ste section of pipe (breaking only the top of one bell) and replace with precast wve or tee Nenove entire section or pipe correcting only the top or one dect and replace with precast we or tee branch section Using a pipe cutter, neatly and accurately cut out desired length of pipe for insertion of proper fitting, using a non-shear mission coupling to hold assembly firmly in place

UTILITY STRUCTURE SFLECT BACKFILL Where select groundar bedding and backfill is required around utility structures, the cost for same shall be merged into the structure cost.

STRUCTURE CASTINGS Frames and lids (or grates) for sonitary, water main and storn sewer structures shall be as indicated on plans, and the cost of same shall be integrated into the respective structure cost.

All structures shall incorporate a minimum of three (3) inches and a maximum of eight (8) inches of adjusting rings (the (2) rings maximum).

SINCTIME ADJUSTMENT All top of Assess for utility structures (including 8-Boxes) shall be adjusted to meet final Mished grade upon condetion of Mished gradeg and final inspection (cost incidenta). The contractor shall insure that roadesy, curb, and pavement hiels on structures (finale and grades) are at Mished grade.

BRIZINTA AND VIRICAL SPRATIN IF VARIA NO SVER MANS Horizontal and vertical separation between water and sever mains shall be mainted under drawings 18, 97, 02, 12, 22, 30, od 24.

EIONE DANKE AND FOUTING BEANS All Room devise and Room devise and Room devise and the sanitary seven All downsports, footing winner and subsurface stommeters shall discharge into the storm seven or onto the ground - not into the

CONSTRUCTION RECORD RUCTION RECIRED contractor shall naintain a legible record on a set of construction plans information concerning all les, ways and services, valve boxes, curb boxes, etc. such that they can be field located in a manner table to the applicable governmental agency.

UNDERGROUND UTILITIES - SANITARY SEVER

SANITARY SEVER PIPE Sanitary sevens and services (or combined sevens in combined seven areas) shall be constructed of one or more on the failable naterials as specified on the plans: PVC gravity sever pice conforming to ASTM D-3034 for pice diameters of 4 inch to 15 inch, or conforming to ASTM 2-507 for pice deveters of 18 inch to 48 inch, with maintain SR 27 26, and with Elastonerc gasket to ASTM 2-308 and D-2738 with solvent cerest valued pints conforming to asx. I can be an D-2738 with solvent cerest valued pints conforming to asx. I can be called pints conforming to asx. I can be called pints conforming to ASTM 2-308 and D-2738 with solvent cerest valued pints conforming to asx.

SMIARY STUFF BEDDING SMIARY STUFF BEDDING Sanitary seems shall be installed on compacted promular crushed store bedding. 1/4 hich to 3/4 hich in sign less than 4 hiches nor more than 8 hiches. Bedding shall kerner to ore foot boy of pipe for all sanitary seem and services. Cost for bedding shall ke nerged into lineal footage cost for the respective seem

IEIIMG Santary seers including manholes and service lives shall be subjected to either an infitration test or ar test (and deflection test for flexible pipe) by the contraction. Allowable infitration shall not exceed 20 gallons per per demonster of pipe per neg ar day. Account setting of mandres Ball be in according at In ASTM C-240 Construction in likeds. The contractor shall coordinate the testing with all applicable governmental agencies.

Administry sever shall be televised prior to acceptance and a BVD shall be provided to applicable governmental agencies. Corrective work required shall be done immediately. Cost for televising shall be nerged into the unit price for the sever olde.

UNDERGROUND UTILITIES - WATER HAIN

Control With DBT Value With DBT Jahrs and Leb covent-ined ductis from pipe class 52 conforming to AVVA C-131 (ANSI A2131). Rubber pasiet jahrs shell conform to AVVA C-111 (ANSI A2131). Push-Ch pipe joints shell incorporate "Ried Lock Gastest" by U.S. Pipe or Same's URI Mega-Lug Dictate inon rithmag shall conform to AVVA C-131 (ANSI A2131). Direct limits shall be an example of the shell be an example of the shell be an example of the shell be and pipe or Same's and actionation of the shell be an example of the shell be and thickness 8 mill polychylare tube such as Cion type f-151 or equal and shall conpletely encase and seel the min, fittings and accessories per manufacturers directions.

EITINGS Valer main fittings (bends, elbox, tees, increasers, reducers, etc.) may or may not be specifically referenced on the plans and quantities - if not, they shall be considered incidental and included in the lineal footage coast for

 $\underline{\text{DPTH}}$ DF COVER - MAIN AND SERVICES Minimum depth of cover from finished grade to top of water main or water service pipe shall be five and a held (5%) foot

<u>THEIST BUDCHM</u> Thrust blockms Attainer glands on nege-lug fittings may be substituted if permitted by the applicable governmental aserx). Cost of either to be enroged into lived jotage cost for the water main.

<u>VATE WANN BEINNA</u> VATE MAIN MEINNA BE MISLINE on compacted grandar crushed stone bedding, 1/4 inch to 3/4 inch in size (1201 gradstan DA-6), a minium of 4 inches below the bottan of the Dipe and extending upward to the springule (7/2 the Dipe dometrice). Dast for bedding shall be nergical http://dot.got.cot.for.the water main

<u>NATER VALVES</u> Linkers specifically noted otherwise, pate valves in accordance with the applicable governmental standard shall be used wherever valves are called for. Valves shall be iron body, bronze nounted, parallel resilient set valves per AVA C-509, Valves shall be reted for 300 psi test pressure and 200 psi working pressure.

VALVE_VAILIES Volve vaukis shall be used at all valve locations. Vaukts shall be precast reinforced concrete structures, dameter as noted on the pions. Vaukts shall include appropriate frames and lids (see construction standard details).

<u>RESIDET TACE</u> there indicated on the plan, pressure tap operations shall be done while naintaining system pressure in the existing main. The existing main shall be clienced prior to installation of the topping slever. Shall conform to ANAM CS30, Yuaki supports, frame, nol kild shall confront to the construction standard setul.

EIC HYBRANIS hydroscillable of the norufacture and enuloped with sundary values and value boxes in accordance with hydroscillable governmental agency's standard hydroscillable exapped with two 2 U/2 inch hose norzit convections and one 4 / UP inch puncer port Hose threads shall be the standard of the capitable governmental agency. Hydroscillable comb.

The state of the s UNDERGROUND UTILITIES - STORM SEVER

<u>STORM SEVER PIPE</u> Storn severs and services shall be constructed of one or more of the following materials as specified on the

The object concrete piles of the class as indicated on the planar, conforming to ASTM C-76 with joints and beyout to incorporate finality expensions and the class of the C-56 million of mails. • Cement-Ined ductile inon piles class 38, conforming to AVM C-31 (ANSI 2130) with push-on joints conforming to AVM C-11 (ANSI ALII). • Control (

The status status is a status of the status IN_ETS. CATCH RASINS. AND MANULES All structures shall be pr-cast reinforced concrete (see construction standard details). Structure sections and adjusting rings shall be securely sealed to each other with flexible bituminous nastic. Gops at pope connections shall be filled and securely sealed with non-shrink hydraulic coment nortor. Frames and grates (or ligs) shall be as noted on the plans and shall be securely grouted with non-shrink hydraule coment nortor.

PIPE MATERIAL VITRIFIED CLAY PIPE

CAST IRON SOLL PIPE

CTILE IRON PIPE

4-INCH TO 36-INCH 4-INCH TO 36-INCH 4-INCH TO 12-INCH

E MATERIAL YPROPYLENE (PP) PIPE

6-INCH TO 15-INCH DIAMETER SDR 26 18-INCH TO 27-INCH DIAMETER F/DY=45

GH DENSITY POLYETHFLENE (HDPE)

ALL SANTARY SEVER CONSTRUCTION (AND STORM SEVER CONSTRUCTION IN COMBINED SEVER AREAS), REQUIRES STORE BEDDING WITH STORE W. "TO I "IN SIZE, WITH MINIMUM RECONST THICHESS EQUAL TO Is THE CUTISED DATE: BIS OF THE SEVER PHYS, BUT NOT LESS THAN THAT (MON (M) HORS HOR MORE THAN LORT (D) INCLES. MATCRIAL SHALL BC-A-2, CALL BC CA-3 AND SHALL BC EXTENDED AT LEAST 12 ABOVE THE TOD COTT HE ISPE WHEN USING DVC.

ALL MANHOLES SHALL BE PROVIDED WITH BOLTED, WATERTIGHT COVERS, SANTARY LIDS SHALL BE CONSTRUCTED WITH A CONCEALED RICOHOLE AND WATERTIGHT GASKET WITH THE WORD "SANTARY" USSI INTO INE LID.

WHENEVER A SANITARY/COMBINED SEWER CROSSES UNDER A WATERMAIN, THE MINIMUM VERTICAL DISTARCE HEOM THE ICP OF THE SEWER TO THE BOTTOM OF THE WATERMAIN SHALL BE IS MICHES. FURTHERMORE, A MINIMUM HORIZONTAL DISTANCE OF 10 FEET BETVEEN SANTARY/COMBINED

Nationalized, a consider Additional Location of the terms of the services whereas (Consense Tracks, RESPICe, Consense), a consense of the services of the services of the services TRECK, RESPICe ADDITION of the Service Services of the services of the Service Services the service of the services of the services of the service services of the services the services of the services of the services of the service services of the ser

ALL EXISTING SEPTIC SYSTEMS SHALL BE ABANDONED. ABANDONED TANKS SHALL BE FILLED WITH GRANULAR MATERIAL OR REMOVED.

ALL SANITARY MANHOLPS, (AND STORM MANHOLPS IN COMBINED SPWER AREAS), SHALL HAVE A MINIMUM INSIDE DIAMETER OF 48 INCHES, AND SHALL BE CAST IN PLACE OR PRE-CAST REINFORCED CONCRETE.

ALL SANETARY MANHOLES, (AND STORM MANHOLES IN COMBINED SEWER AREAS), SHALL MAVE PRECAST "RUBBER BOOTS" THAT CONFORM TO ASTM C-923 FOR ALL PIPE CONSECTIONS. PRECAST SECTIONS SHALL CONSIST OF MODIFIED GROOVE TOWER AND RUBBER GASKET TYPE X0INTS.

ALL ABANDONED SANITARY SEVERS SHALL BE PLUGGED AT BOTH ENDS WITH AT LEAST 2 FEET LONG NON-SHRINK CONCRETE OR MORETAR PLUS.

LECEFT FOR PURCHARTION/FOOTING DAMING FROM/DED TO PROTECT BUILDINGS, OR PERFORMED AND PRES ASSOCIATED WITH VOLUME CONTIGN. FACULTES, DAMIN TLES/MEDI TLES/MEDIZING/MERICARD VOLES ANG FOR ALTORED TO BE COMPACT TO I TO OR INDUKT TO LOCARING DAVING, JANCA HAZA. CONTIGNT DAVING STANDART TRUTTARY TO COMMING SERVICE SINC ONEINED SEX/CE AMACS. CONTIGNT DAVING DAVING THE AND PROTECTION OF THE AND PROTECTION OF THE AND DAVING DAVING THE ADVINCT OF THE ADVINCT DAVING THE ADVINCT OF ADVINCT DAVING THE ADVINCT

REPRORATED PIPES ENCOUNTERED WITHIN THE PROJECT AREA SHALL BE PLUGGED OR REMOVED, AND SHALL NOT BE CONNECTED TO COMBINED SEWERS, SANITARY SEWERS, OR STORM SEWERS TRIBUTARY TO COMMINED SEWERS.

A BACKFLOW PREVENTER IS REQUIRED FOR ALL DETENTION BASING TRIBUTARY TO COMBINED SEWERS. BEQUIDED BACKR OW DEFUENTEDS SHALL RE INSPECTED AND EVENTISED ANNUALLY BY THE PROPERTY.

OWNER TO ENSURE PROPER OPERATION, AND ANY NECESSARY MAINTENANCES SHALL BE PERFORMED ENSURE FUNCTIONALITY. IN THE EVENT OF A SEWER SURGHARDE INTO AN OPEN DETENTION BAIN THEILTER'S COMMINED SEWERS, THE PERINTTEE SHALL ENSURE THAT CLEAN UP AND WARH OUT

A NON-SHEAR FLOUDLE-TYPE COUPLINGS SHALL BE USED IN THE CONNECTION OF SEWER PIPES OF DESIMILAR PIPE MATERIALS.

THE POLLOWING MATERIALS ARE ALLOWED ON A QUALIFIED BASIS SUBJECT TO DISTRICT REVIEW AND APPROVAL PRIOR TO PERMIT ISSUANCE. A SPECIAL CONDITION WILL BE ADDED TO THE PERMIT WHEN

NCH TO 24-INCH DOUBLE WALL AS IM H-2736 D-3212, P-477

0-INCH TO 60-INCH TRIPLE WALL ASTM F-2764

<u>SPECIAL STRUCTURES</u> IF called for on the plans, special structures (headwalls, baxes, etc.) shall be in accordance construction standard details.

ILLINGS DEALERSOLDERS ALL CONTEXTCUTORS SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE FOLLOWING, PERFER AS MODERND, MERIES OR ON THE MAIN I STATUBULES SECTION AND ALL AND ALL AND ALL MARCHENES CONTRACTS SERVICE AND VARIANT AND A CONTRACTORS OF ADDRESS OF ADDRESS OF ADDRESS OF ADDRESS OF ADDRESS SERVICE AND VARIANT AND A CONTRACTORS OF ADDRESS OF ADDRESS

THE MWRD LOCAL SEWER SYSTEMS SECTION FIELD OFFICE MUST BE NOTIFIED AT LEAST TWO (2) WORKING DAVS REGR. TO THE COMMERCEMENT OF ANY WORK (CALL 206 2581-4055 OR SEND EMAIL NOTIFICATION WIT REDISET NAME, LOCATION AND FERRIT NUMBER TO WINDORSTRATUMMER, DRIS,

THE VILLAGE OF ENGINEERING DEPARTMENT AND PUBLIC MUST BE NOTIFIED AT LEAST 24 PRIDE TO THE START OF CONSTRUCTION AND PRIDE TO FACH PHASE OF WORK CONSTRUCTOR SHALL DEFERMINE THEM REQUIRED INSPECTION PHILOR TO START OF CONSTRUCTION OR IS NOT

THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO RETAINING CONSTRUCTION FOR TH EVACT LOCATIONS OF UTILITIES AND FOR THEIR PROTECTION DURING CONSTRUCTION. IF EXISTING UTILITIES ARE DISCOUNTERED THAT CONFULCT AN LOCATION WITH INDV CONSTRUCTION, DEVELOPMENTER NOTIFY THE PROVIDER SO THAT THE CONSTRUCT AND RE PROVING CONTAIL TO LET A TAGGREGATS

. ALL ELEVATIONS SHOWN ON PLANS REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 CONVERSION FACTOR IS _________FT.

. MOND, THE MUNICIPALITY AND THE OWNER OR OWNER'S REPRESENTATIVE SHALL HAVE THE AUTHORITY TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION IMPROVEMENTS.

8. THE CONTRACTOR(S) SHALL INDEPENDENT THE OWNER, ENGINEER, MUNICIPALITY, MARD, AND THEIR AGENTS, ETC., FROM ALL LIABILITY ENVOLVED WITH THE CONSTRUCTION, INSTALLATION, OR TESTING OF THIS WORK ON THE PROJECT.

MUNICIPALITY, OR AUTHORIZED AGENT. THE CONSTRUCTION DEVIDENCE ME APPROVED BY MAND, THE BE FOLLOWED, PROFE CONSTRUCTION TECHNIQUES MUST BE FOLLOWED ON THE IMPROVEMENTS IDDICATED ON THE PLANS.

THE LOCATION OF VARIOUS UNDERGROUND UTILITIES WHICH ARE SHOWN ON THE PLANS ARE FOR INFORMATION ONLY AND REDRESENT THE REST KNOWLEDGE OF THE ENGINEER, VERITY LOCATIONS AND ELEVATIONS MICH TO REGIONING THE CORE INUCTION OPERATIONS.

ANY EXISTING PAVEMENT, SIDEWALK, DRIVEWAY, ETC., DAMAGED DURING CONSTRUCTION OPERATIONS AND NOT CALLED FOR TO BE REMOVED SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.

MATERIAL AND COMPACTION TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MANGLIPHLIT, MINRO, AND OWNER.

ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS DISTURBED DURING CONSTRUCTION SHALL BE ADJUSTED TO HINSH GRADE PRIOR TO HINAL INSPECTION.

DECORD DRAWINGS SHALL BE KEPT BY THE CONTRACTOR AND SUBNITTED TO THE ENGINEER AS SOON AS UNDERGOUND IMPROVEMENTS ARE COMPLETED. FINAL PAYMENTS TO THE CONTRACTOR SHALL BE RELD. UNTIL THEY ARE RECEIVED. ANY COMMENTS IN LIGHTS, IN CARLING AND MANY SHALL BE STOWN IN REE ALL WITS OR BOILD SHALL BE LOCATED FROM THE COMPRETERIM MANYOLE. ALL VALVES, B-BOIRES, TEES OR RENDS SHALL BE TED TO A THE IMPORT.

THE CONTRACTOR SHALL TAKE MEASURES TO PREVENT ANY POLLUTED WATER, SUCH AS GROUND AND SURFACE WATER, FROM ENTERING THE EXISTING SANITARY SEWERS.

A WATER-TIGHT PILLS SHALL BE INSTALLED IN THE DOWNSTREAM SWARE PIPE AT THE POINT OF SEVER CONNECTION PRIOR TO COMMENCING ANY SEVER CONSTRUCTION. THE PILLS SHALL REMAIN IN PLACE UNTIL REMOVAL IS ADDITIONIZED BY THE MUNICIPALITY AND/OR MWIND AFTER THE SEVERIS HAVE BEEN

DISCHARGING ANY UNPOLLITED WATER INTO THE SANITARY SEWER SYSTEM FOR THE PURPOSE OF SEWER FLUSHING OF LINES FOR THE DEFLECTION TEST SHALL BE PROHENTED WITHOUT PRIOR APPROVAL

A DEPENDENT OF A DEPE

ALL SANTARY SEWER PIPE MATERIALS AND JOINTS (AND STORM SEWER PIPE MATERIALS AND JOINTS IN A COMBINED SEWER AREA) SHALL CONFORM TO THE FOLLOWING:

ALL DOWNSPOUTS AND POOTING DRAINS SHALL DISCHARGE TO THE STORM SEWER SYSTEM

5. ALL FLOOR DRAINS SHALL DISCHARGE TO THE SANITARY SEWER SYSTEM.

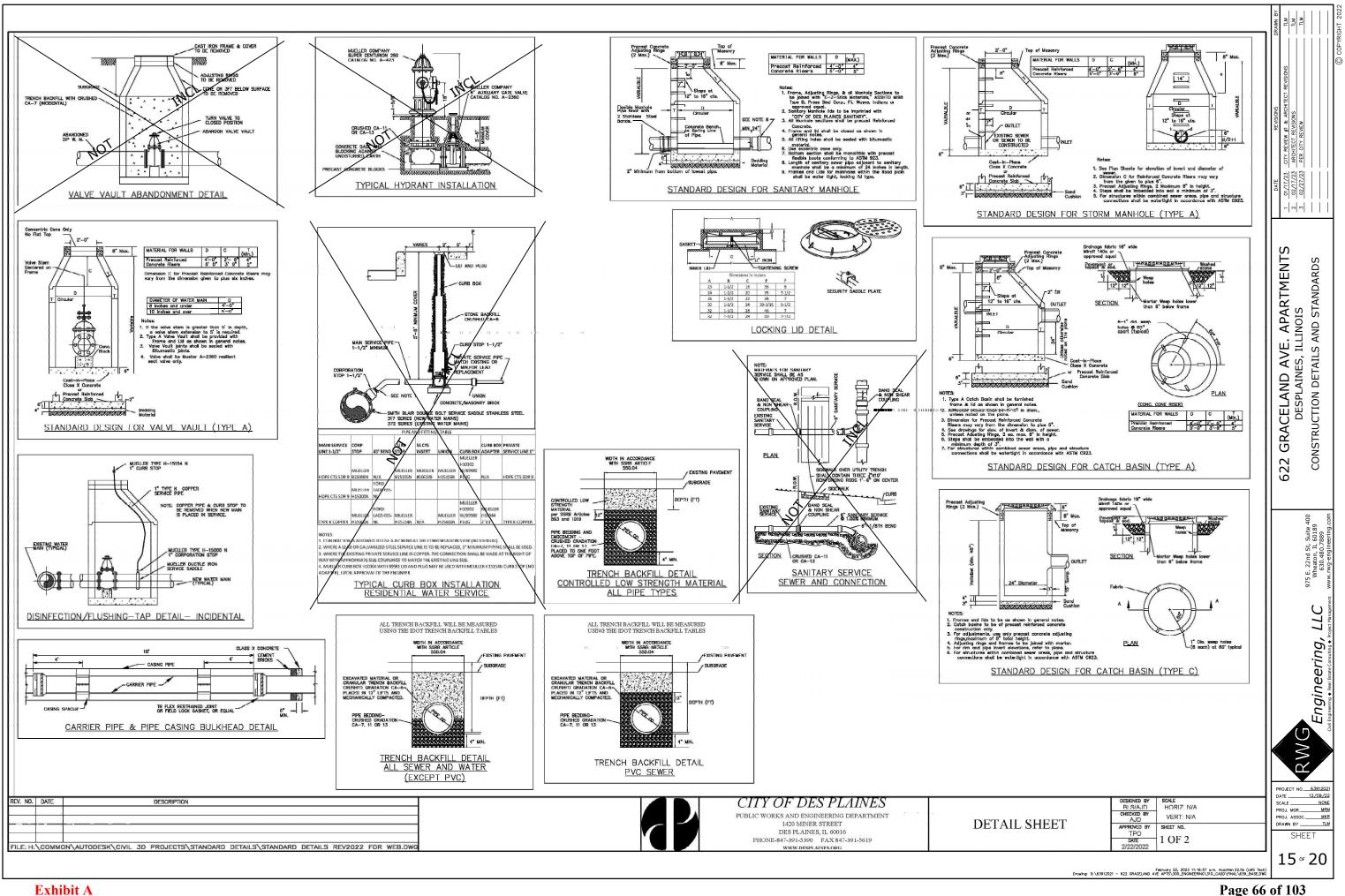
THE UNDERGROUND CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS TO NOTIPY ALL INSPECTION AGENCIES.

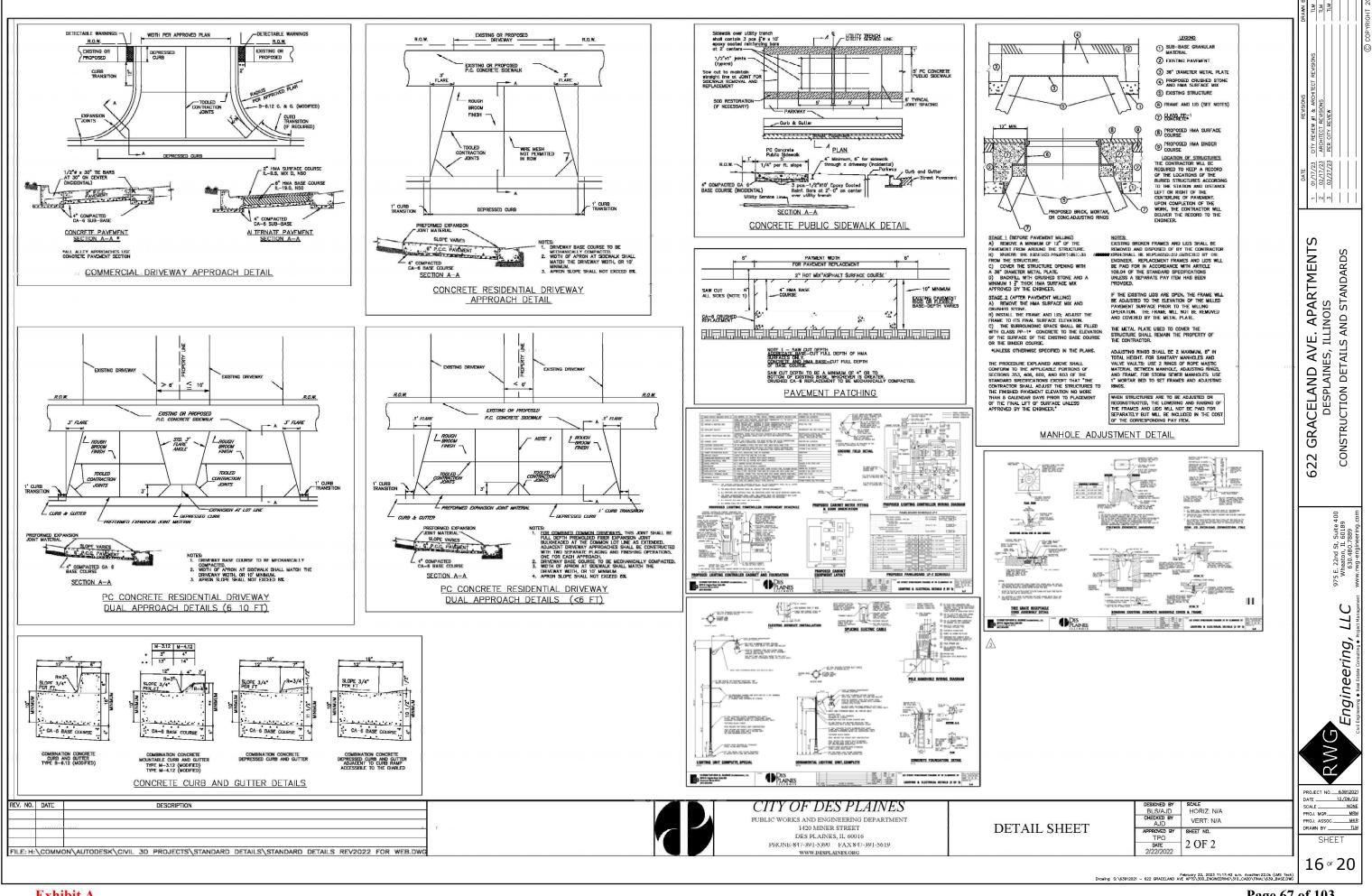
C. GENERAL NOTES

D. SANITARY SEWER

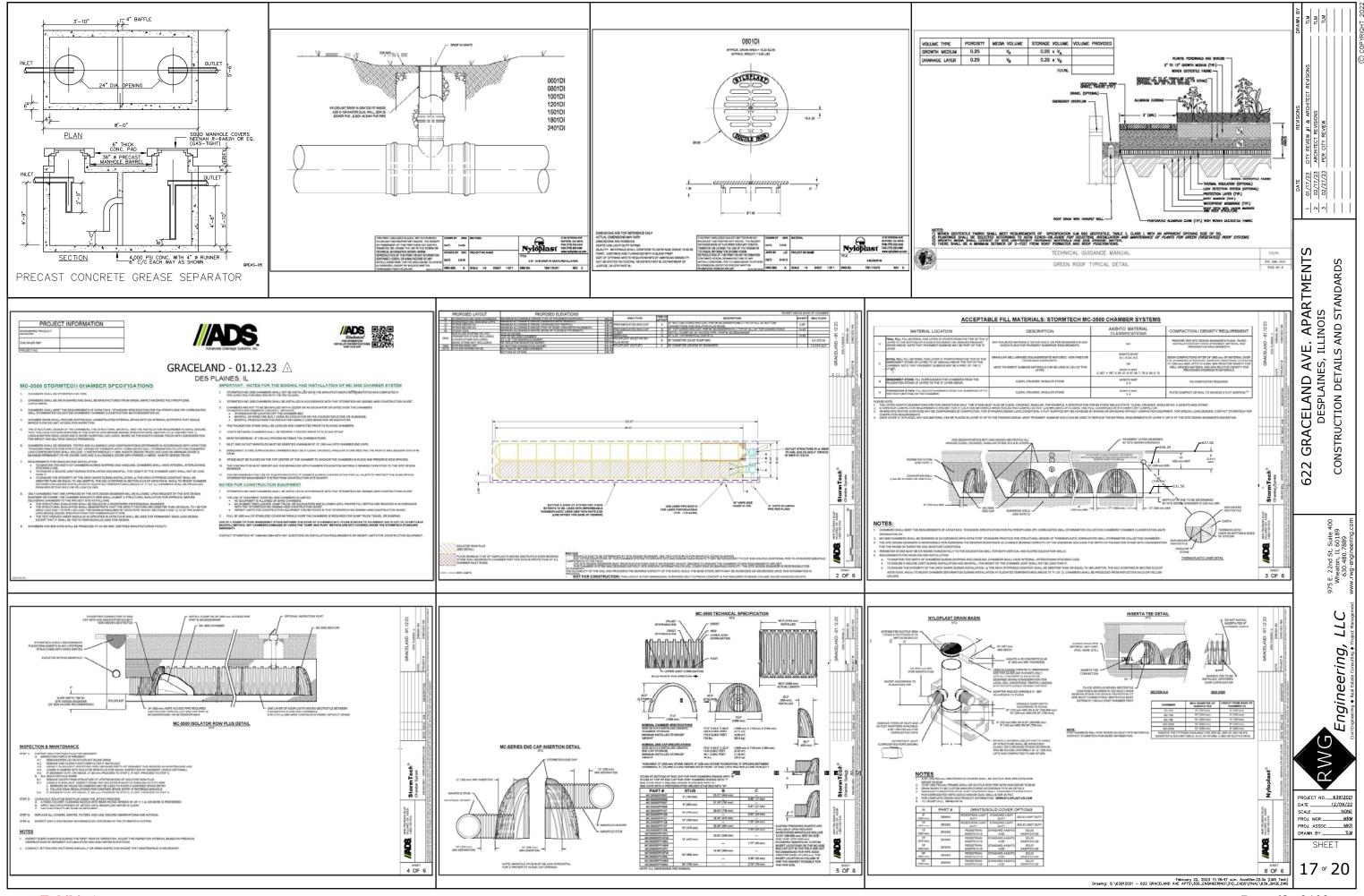
Dublines by JLU), is test eartion. SILEGAE: EXCRAMENT INFORMED AND AND AND AND AND AND AND AND AND AN	and sidewalk construction shall be done h accordance with stons for Road and Brinkele Construction in Illinois," as and asiles shall be frained by the encoursion contractors here in writing of any discrepancies. Prior to placement of the subgrade to issure program. Television contractors to be subgrade to issure program. Television contractors to subgrade to issure program. The maximum size ability and the subscrepancies of the binder course, and and materiols as specified on the plans. The maximum size plans. A tack cost shall be applied to the binder course to the subgrade to balance program. The maximum size plans, a tack cost shall be applied to the binder course t and temporature is at least 40 degrees fahrenheit and foor half streaments. I be help of the base until the binder course is placed course shall be placed with a degrees fahrenheit and foor many temperature. I be help of the base until the binder course is placed course shall be placed and approval by the applicable serverent installation and install courses of the places as shown on the plans. All concrete pavement serverent installation and install course accement installation and install course accement installation and install course place in the field using best practices. Maximum shall folce the American Concrete Pavement Association the Julice the American Concrete Pavement Association the Julice is the here the stended by the desce course, the Julice is the here the stended by the shall be the Julice the here the stended by the shall be the Julice the here the stended by the shall be the Julice the here the stended by the shall be the Julice the here the stended by the shall be the Julice the here the stended by the shall be the Julice the here the stended by the shall be the Julice the here the stended by the shall by the Julice the here the stended by the shall by the Julice the here the stended by the shall by the Julice the here the shall by the Julice the here the shall by the Julice the here t			DATE REVIEW REVISIONS DRAWN BY 01/17/23 ARCHITECT REVISIONS TUM 02/17/23 ARCHITECT REVISIONS TUM 02/27/23 FER CITY REVIEW
CINCETT SIEVAASS STRAIDS onld beer everyforce studie to joch x o joch shall be reinforced with times (3) No. 4 neinforcing b CINCETT CURENT Curing and weather protection of all concrete surf specifications. <u>ESTING</u> of all pavement courses, curbs, and concret owner. <u>PAINTER PAVENT MERING</u> Fointed pavement horidings and synchols shall be inst Collegness Farmenhot on above.	on the plans, underlan with the specified base course. If 34 inch x 16 inch plan road steel doel base shall be s, cure returns, and at the end of each pur, Alernate base of the plan road steel doel bases shall be like installed wherever curb and gutter crosses utility is and should details. Concrete curb and gutter shall and densitions as shown on the plans. Sidereils crossing the should be also be also be also be also be also as a shown on the plans. Sidereils crossing the should be also be also be also be also as a shown on the plans. Sidereils crossing the should be also be also be also be also as a shown on the plans. Sidereils crossing the should be also be also be per the standard or shall be done by a qualified testing firm exployed by the alled in the color and location as shown on the plan, and and symbols shall only be applied when the temperature is the plans, shown on the plans, sidereils and and symbols shall only be applied when the temperature is the color as noted on the plans, shall be installed then April 15th.			RTMENTS
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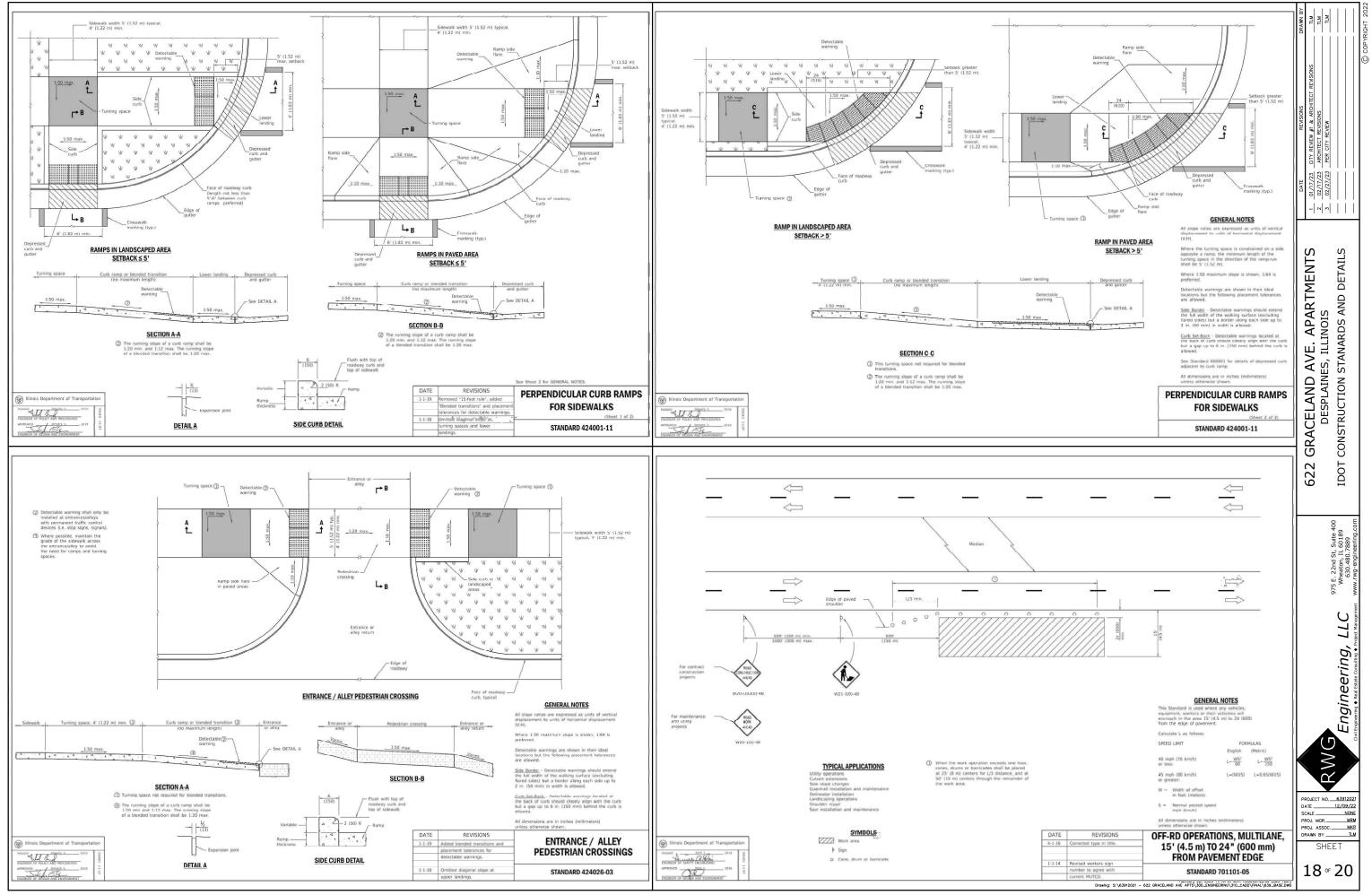




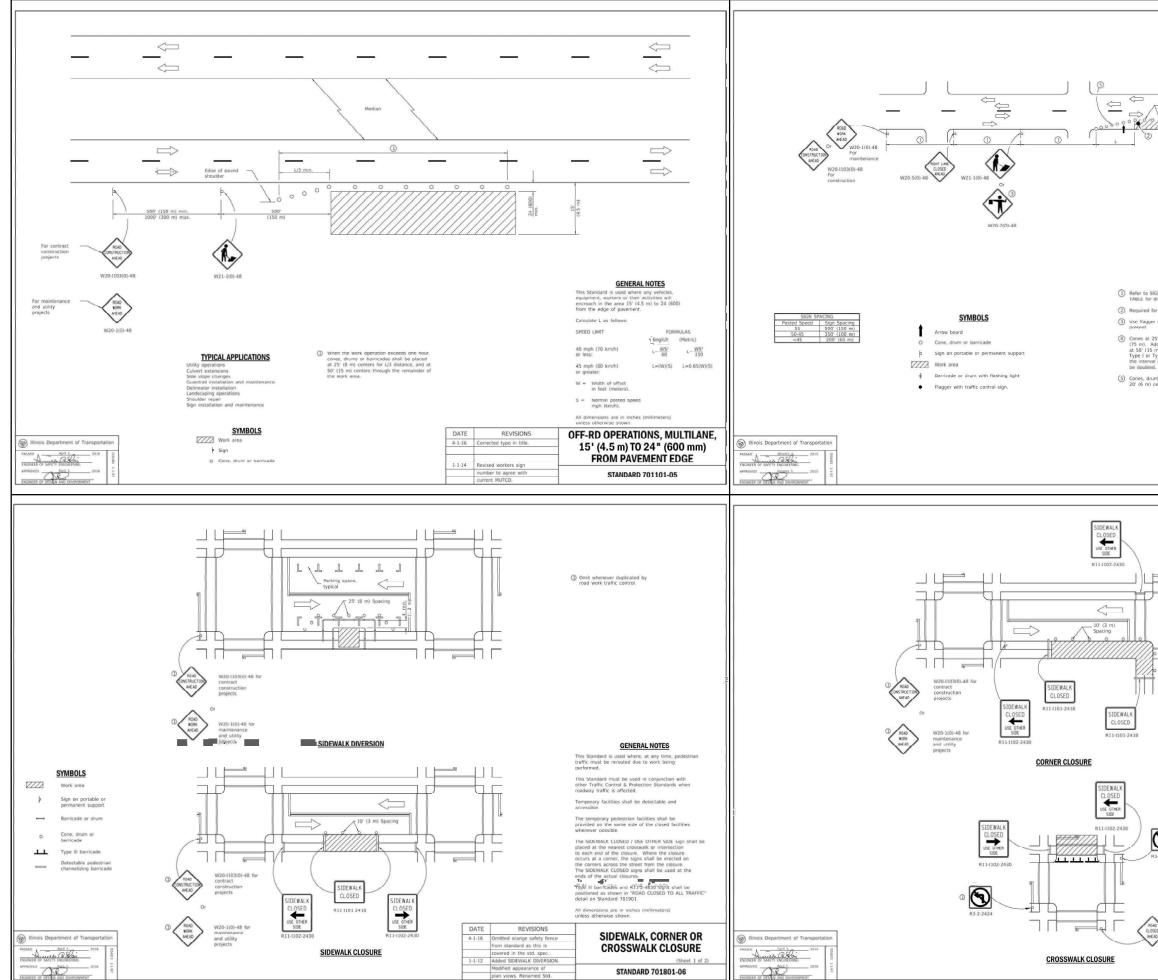
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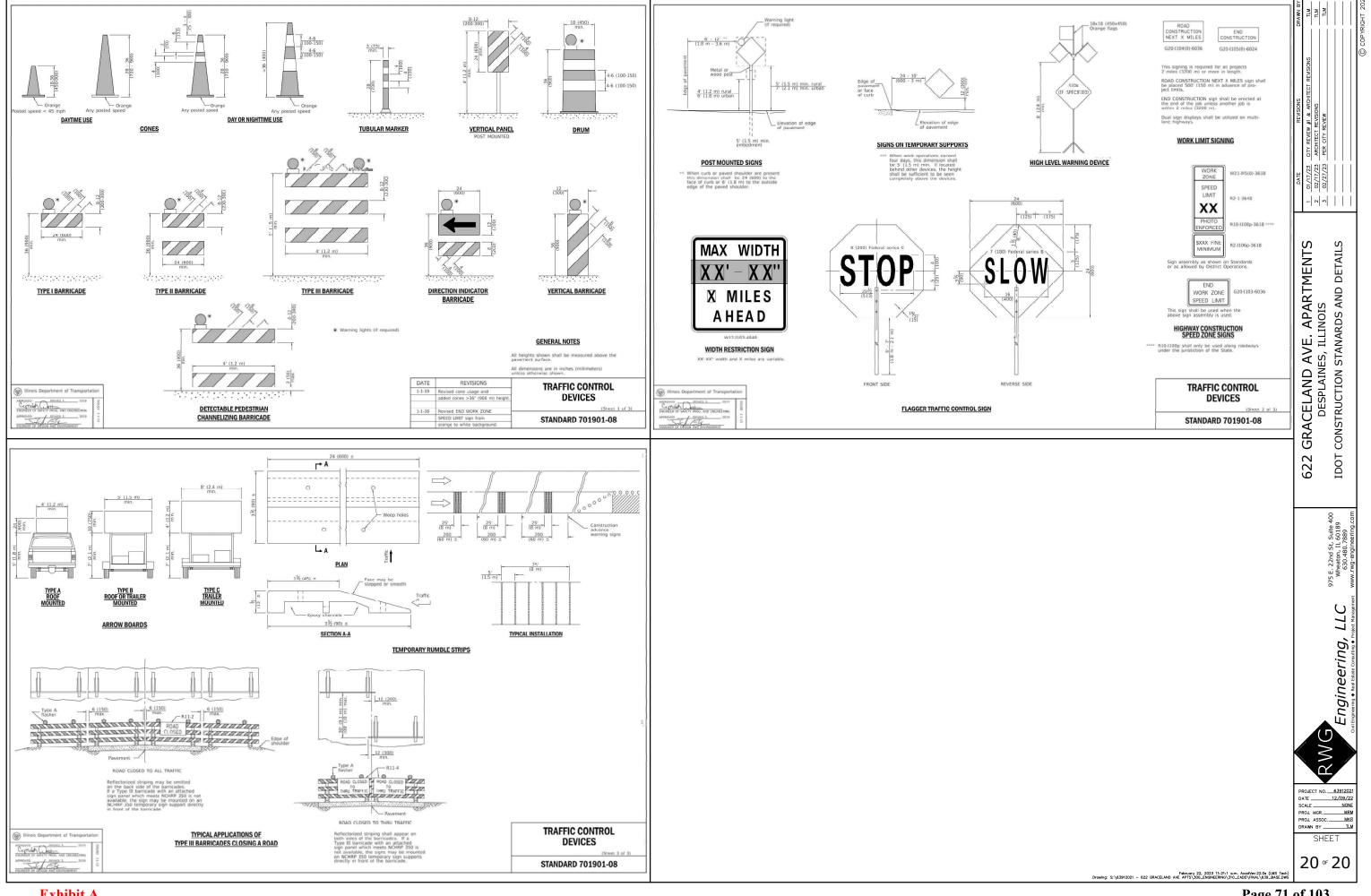


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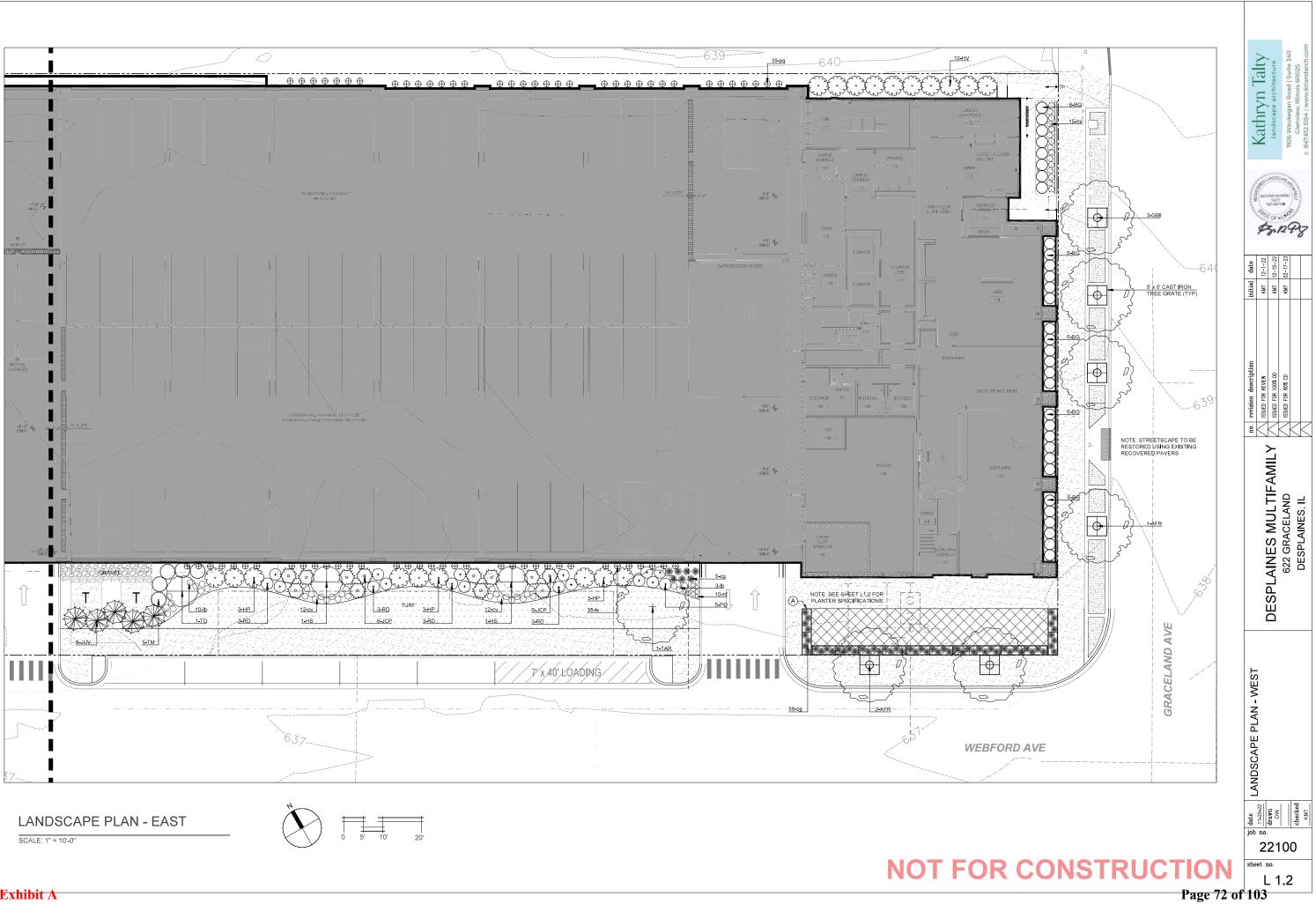


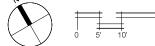
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R3-1-2424 SIDEWALK, CORNER OR CROSSWALK CLOSURE (Sheet 2 of 2) STANDARD 701801-06 Drowing: \$\\\$3912021 - 622 GRACELWID AVE APT\$\\\$30_DAGDEFING\\310_CAGO\YMAL\\$39_BASE.DWG	D, S(Pf Df		12/09/22 NONE 	2 4 8

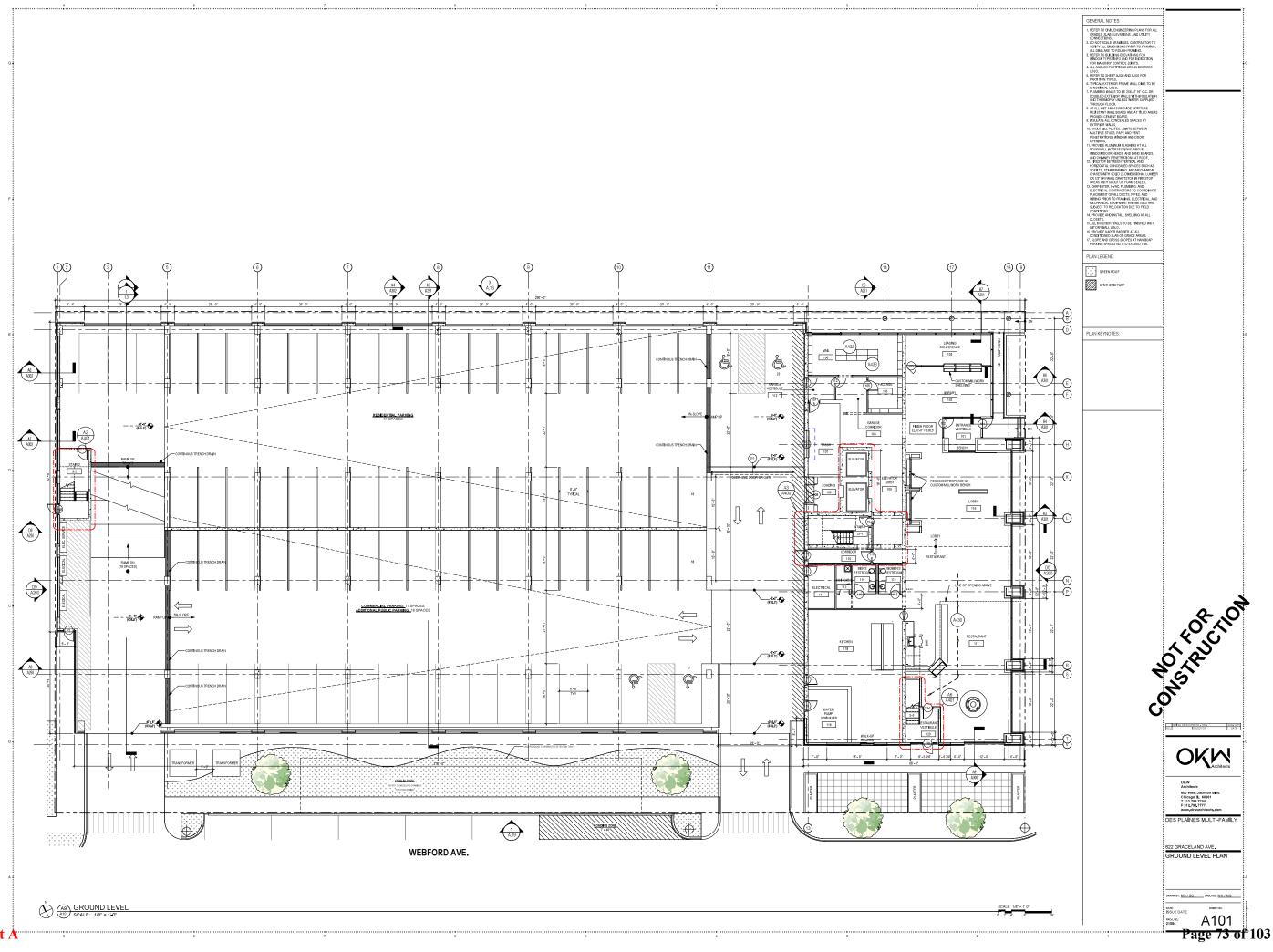
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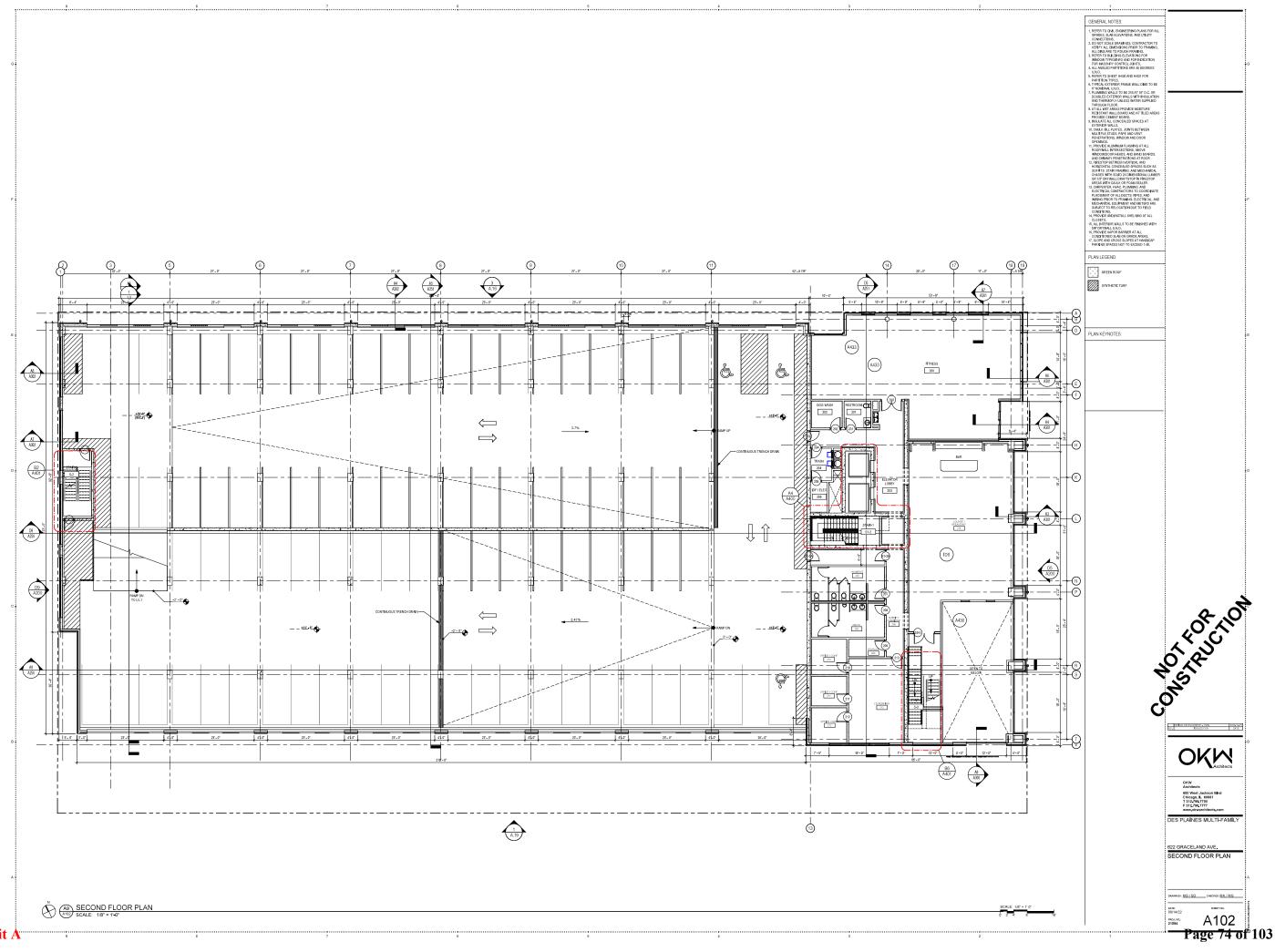


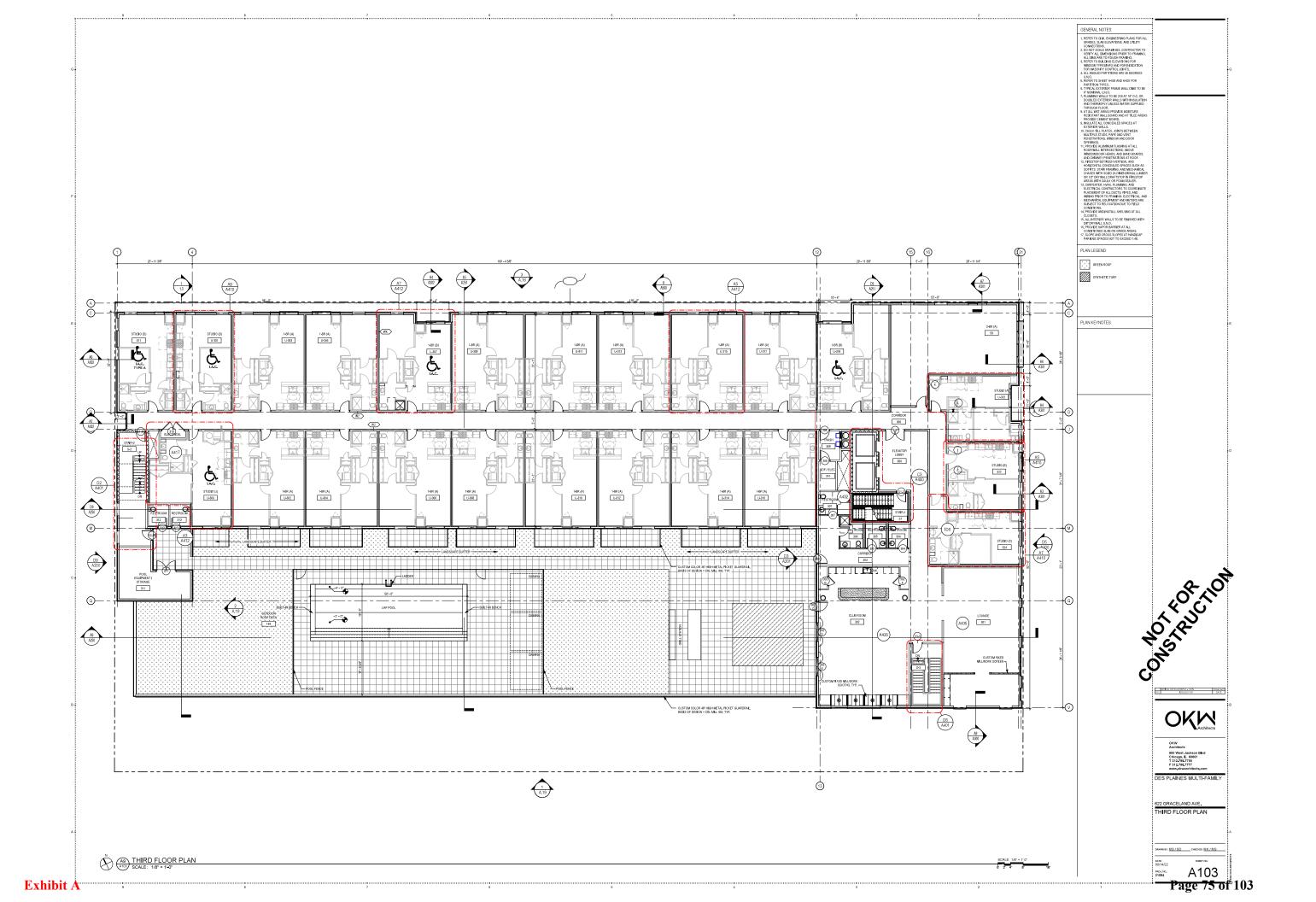
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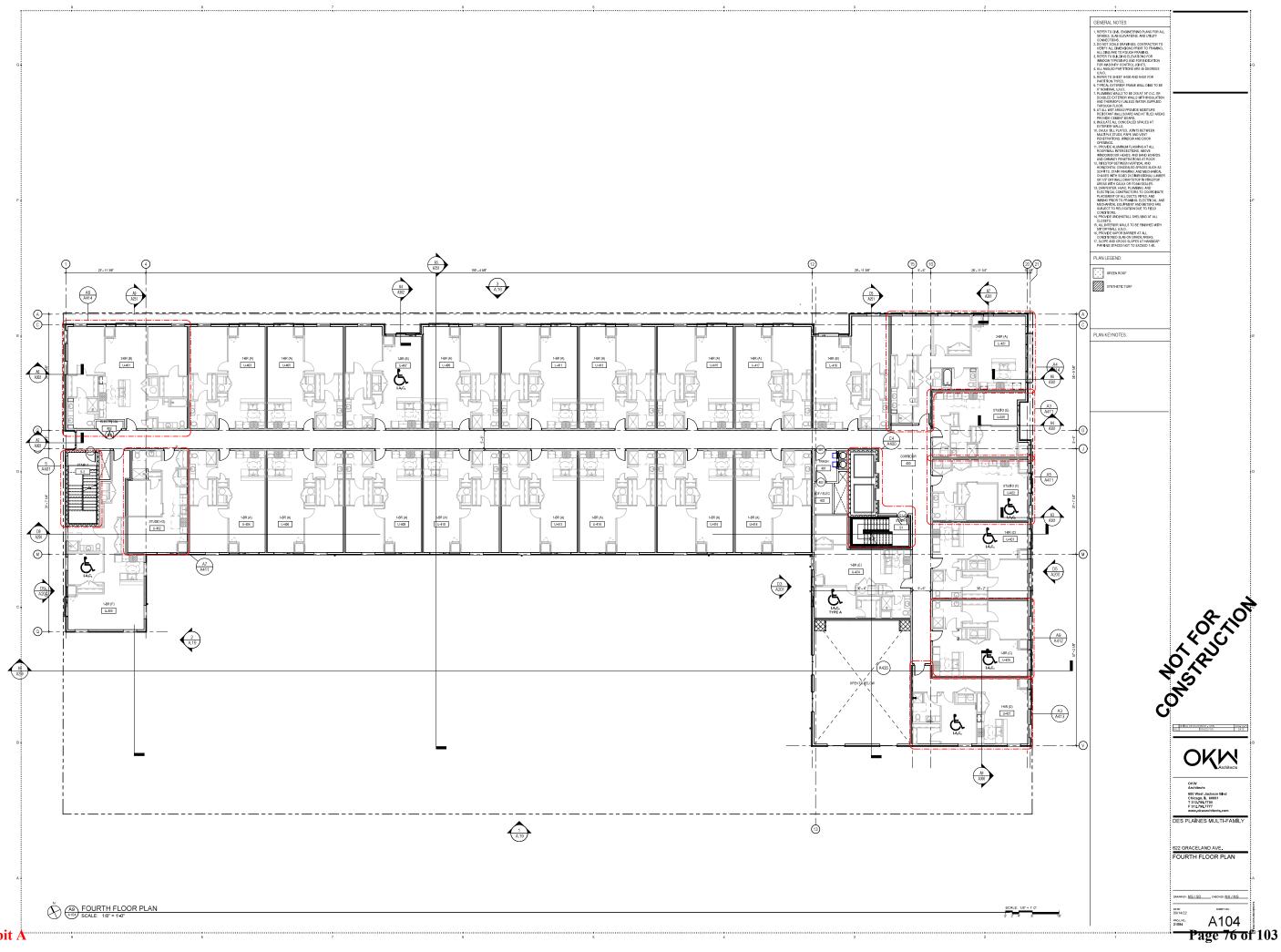


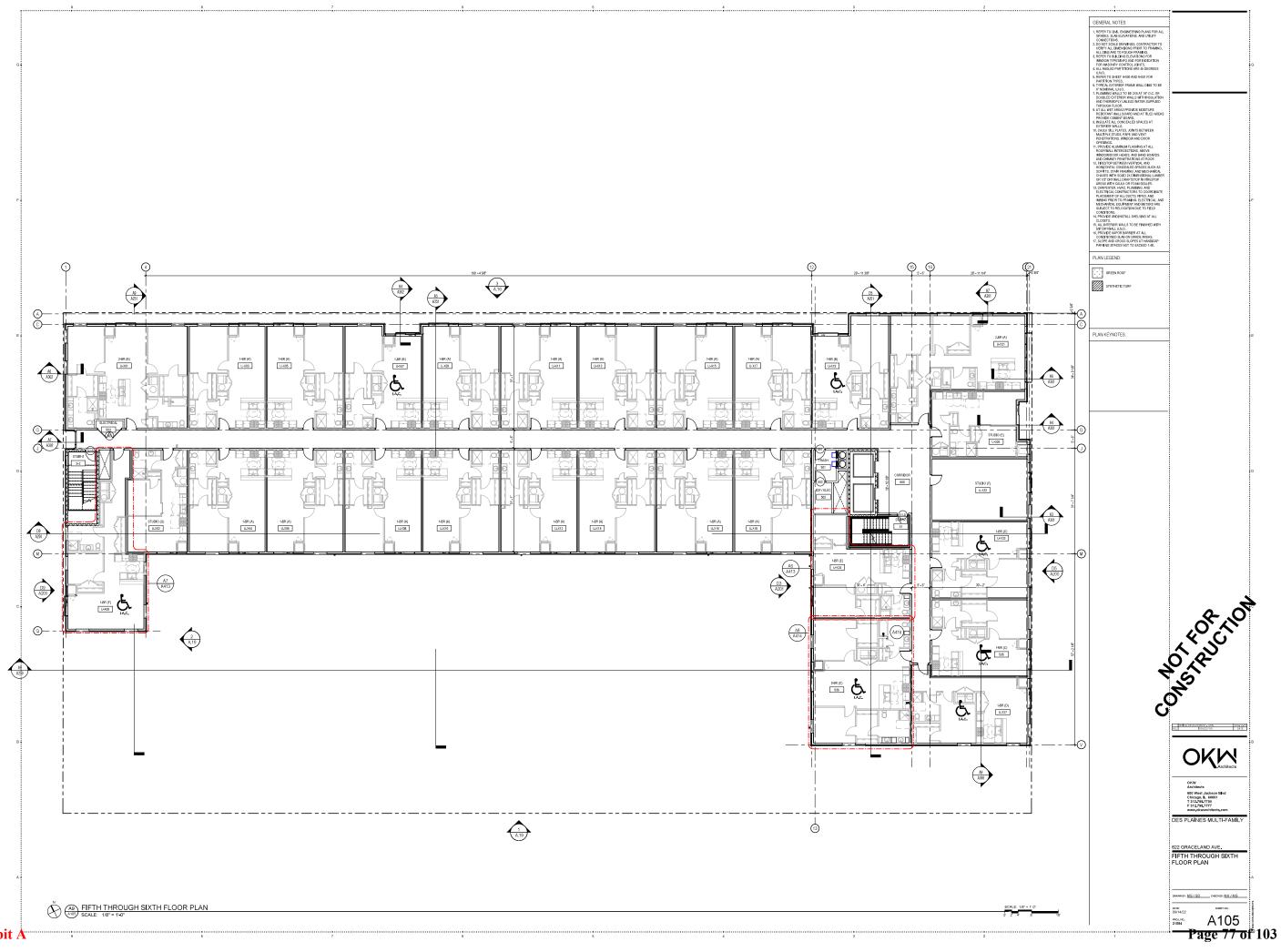


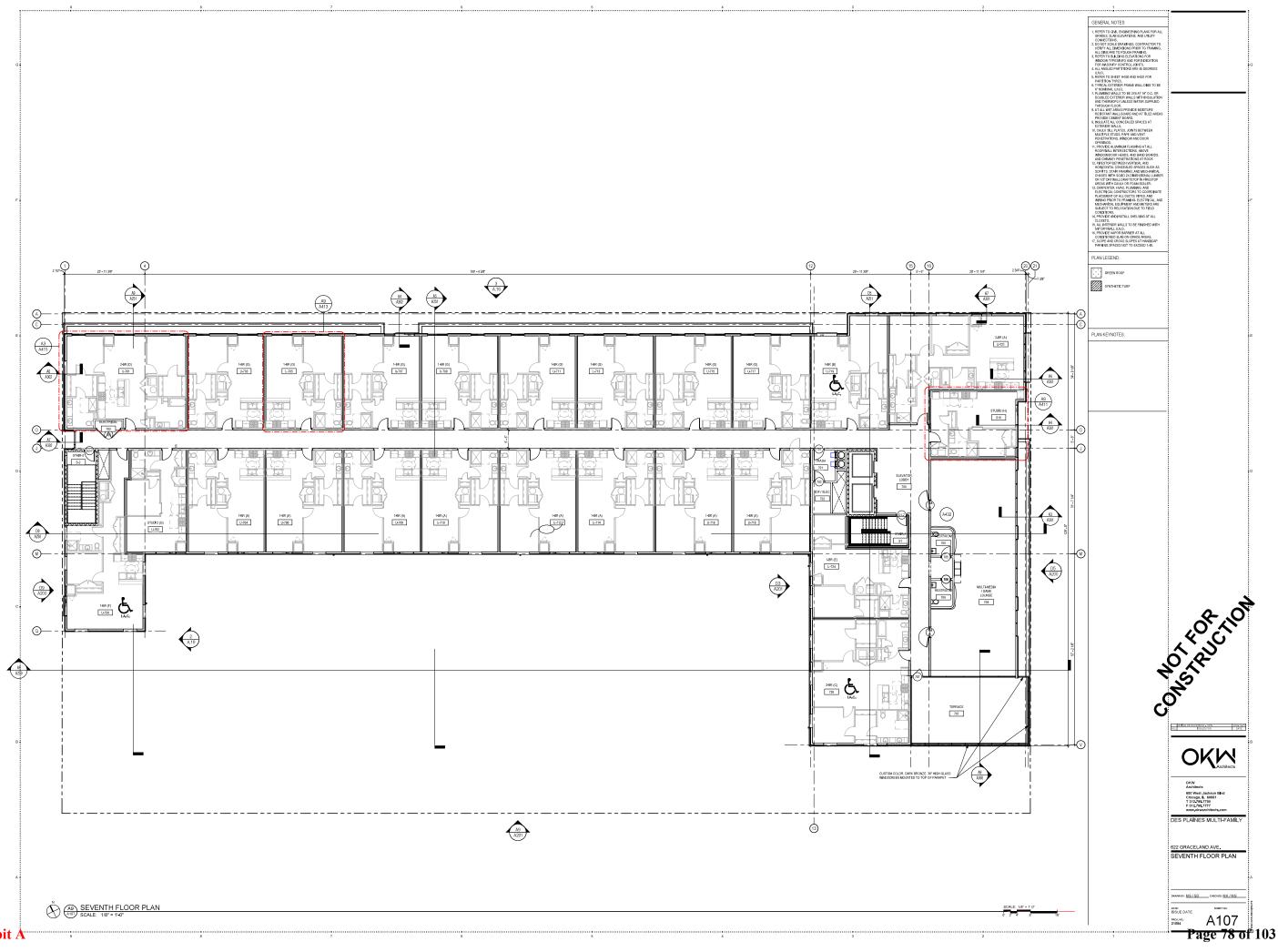


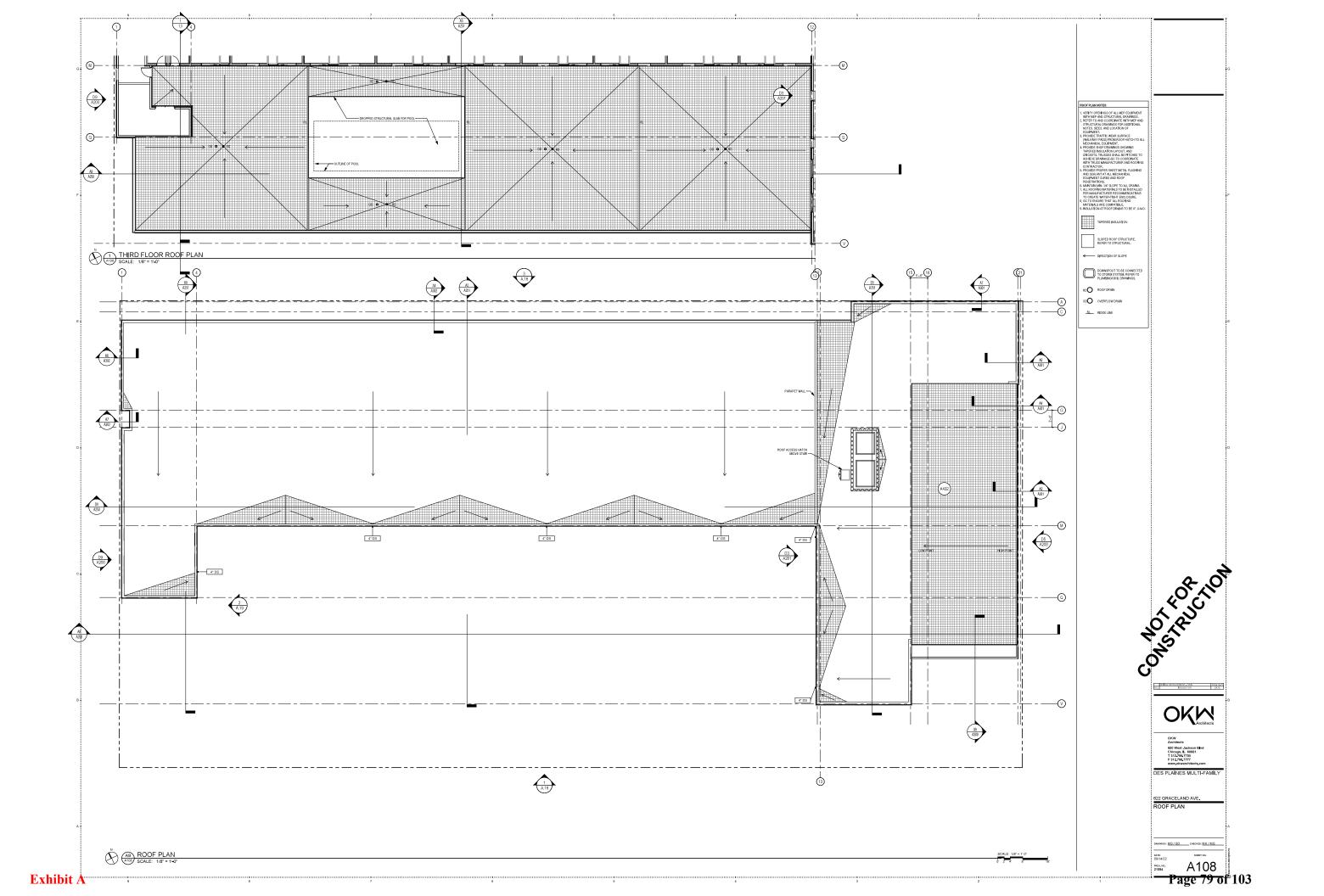






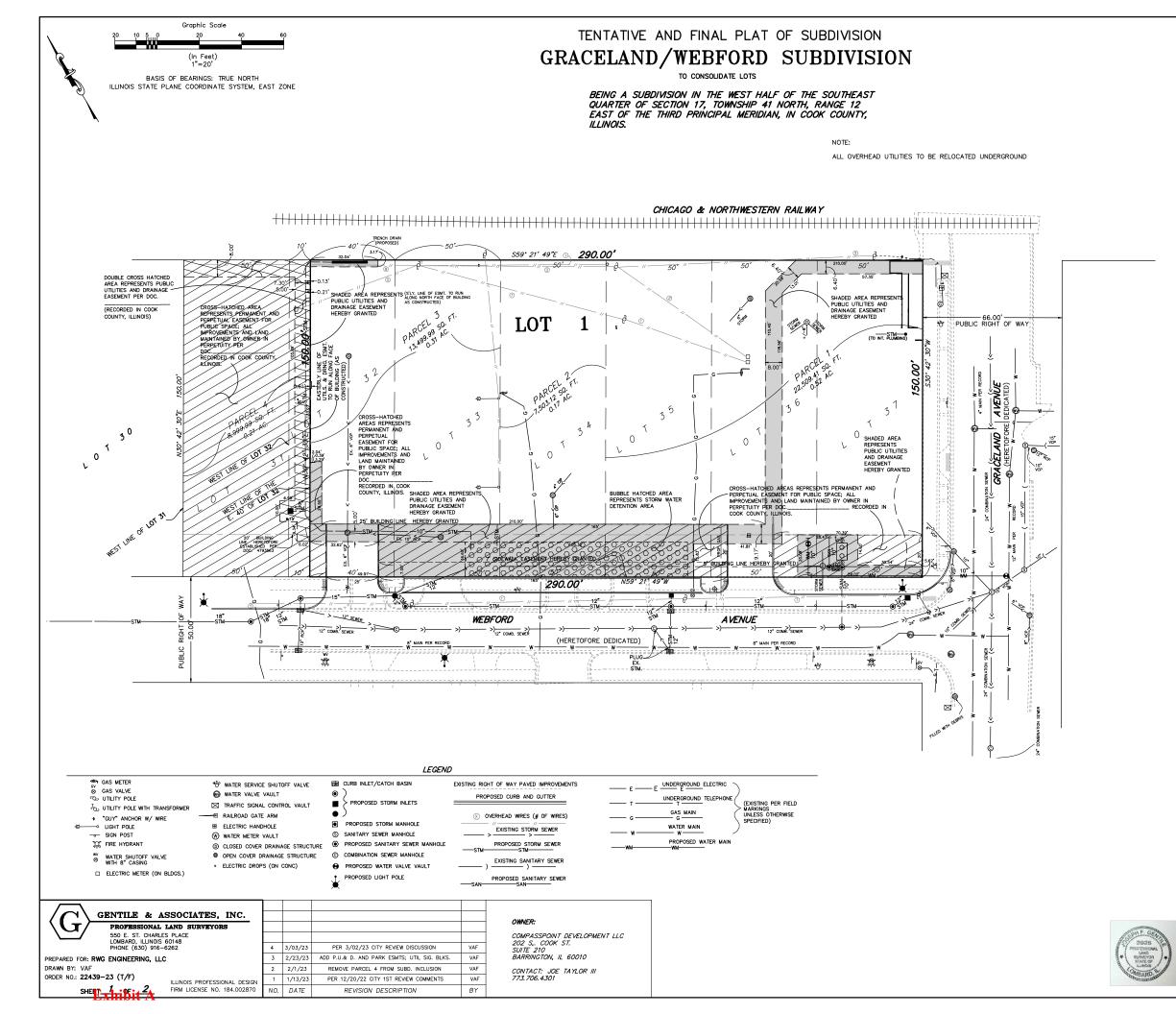




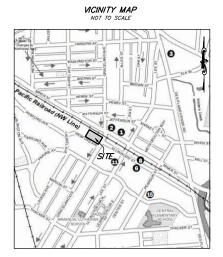








P.I.N.s 09-17-306-036-0000 09-17-306-038-0000 09-17-306-040-0000



LEGAL DESCRIPTION

PARCEL 1: LOTS 35, 36 AND 37 IN BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT NO. 4793563, IN COOK COUNTY, ILLINOIS. PROPERTY COMMONLY KNOWN AS: 622 GRACELAND AVE., DES PLAINES, IL. 60016 CONTAINING: 22,509.41 SQ. FT., 0.52 AC. (MORE OR LESS)

PARCEL 2:

PARCEL 2: LOT 34 IN BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT NO. 4793563, IN COOK COUNTY, ILLINOIS. PROPERTY COMMONLY KNOWN AS: 1368 WEBFORD AVE., DES PLAINES, IL. 60016 CONTAINING: 7,503.12 SQ. FT., 0.17 AC. (MORE OR LESS)

PARCEL 3: THE SOUTHEASTERLY 40 FEET OF LOT 32 AND ALL OF LOT 33 IN BLOCK 1 IN DES PLAINES MANOR TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT 4793563. IN COOK COUNTY, ILLINOIS. PROPERTY COMMONLY KNOWN AS: 1332 WEBFORD AVE., DES PLAINES, IL. 60016

CONTAINING: 13,499.99 SQ. FT., 0.31 AC. (MORE OR LESS)

CONTAINING: TOTAL (ALL 3 PARCELS) 43,499.97 SQ. FT., 1.00 AC. (MORE OR LESS)

NOTE:

LEGAL DESCRIPTION AND PARTICULARS FOR PROPERTY SHOWN HEREON AS PARCEL 4 SHOWN FOR INFORMATIONAL PURPOSE ONLY - NOT A PART OF THIS SUBDIVISION

PARCEL 4:

LOT 31 AND LOT 32 (EXCEPT THE SOUTHEASTERLY 40 FEET THEREOF, IN BLOCK 1 IN DES PLAINES MANOR TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT 4793563. IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 1330 WEBFORD AVE., DES PLAINES, IL. 60016

CONTAINING: 8,999.99 SQ. FT., 0.21 AC. (MORE OR LESS)

P.I.N. 09-17-306-039-0000

ZONING INFORMATION:

PROPERTY (PARCELS 1 THROUGH 3) IS ZONED C-5, CENTRAL BUSINESS

PROPERTY (PARCEL 4) IS ZONED C-3, GENERAL COMMERCIAL DISTRICT

FLOOD ZONE INFORMATION:

PER FEMA F.I.R.M. NO. 17031C0217J, DATED 08/19/2008, PROPERTY IS IN ZONE "X", AREAS OF MINIMAL FLOOD HAZARD.

SURVEYOR CERTIFICATE

STATE OF ILLINOIS COUNTY OF DUPAGE S.S.

THIS IS TO CERTIFY THAT I, JOSEPH GENTILE, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 2925, HAVE SURVEYED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY FOR THE PURPOSE OF CONSOLIDATING PARCELS (AS SHOWN HEREON) AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. CORRER MONUMENTS HAVE BEEN FOUND AS SHOWN HEREON IN ACCORDANCE WITH THE SUBDIVISION REPRULATIONS OF THE CITY OF DES PLAINES CODE. I FURTHER CERTIFY THAT THE PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE CITY OF DES PLANES WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN, THAT THE PROPERTY IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFED BY THE FEDERAL EMERGENCY WANAGEMENT AGENCY ON THE WOST RECENT FLOOD INSURANCE RATE MAP PANEL 217 OF 832, COMMUNITY PANEL NO. 17031C02175J, EFFECTIVE 8/19/2008. EFFECTIVE 8/19/2008.

BASIS OF BEARINGS: ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE

ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 23TH DAY OF _____ FEBRUARY_, A.D. 2023____

lough To Matile ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2925

MY LICENSE EXPIRES NOVEMBER 30, 2024

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OWNER'S CERTIFICATE

NOTARY'S CERTIFICATE

STATE OF ILLINOIS COUNTY OF _____ \$s.s.

NOTARY PUBLIC

COMMISSION EXPIRES

STATE OF ILLINOIS

ATTEST:

MORTGAGEE'S CERTIFICATE

COUNTY OF _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS

COUNTY OF _____

therein mentioned

COMMISSION EXPIRES

PREPARED FOR: RWG ENGINEERING, LLC

SHEET 2 DE 2

ORDER NO.: 22439-23 (T/F)

DRAWN BY: VAF

NOTARY PUBLIC

GENTILE & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

ILLINOIS PROFESSIONAL DESIGN

FIRM LICENSE NO. 184.002870

550 E. ST. CHARLES PLACE LOMBARD, ILLINOIS 60148 PHONE (630) 916-6262

_____, 20___.

ک s.s.

∕s.s.

BY: _____(NAME)

(TITLE)

THIS IS TO CERTIFY THAT THE UNDERSIGNED ARE THE AUTHORIZED REPRESENTATIVES OF MYLO RESIDENTIAL GRACELAND PROPERTY LLC., WHICH IS THE OWNER OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN THEREON FOR THE USES AND PURPOSES THEREIN INDICATED, AND DO HEREBY ADOPT THIS PLAT OF SUBDIVISION; ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, DEDICATE THE ROADS, STREETS, ALLEYS, WALKS, AND OTHER AREAS INDICATED THEREON TO THE PUBLIC USE; AND ESTABLISH ANY OTHER EASEMENTS SHOWN THEREON.

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, A.D. 20_____

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY

CERTIFY THAT _____(NAME) AS _____ (TITLE) AND

KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AT HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D. 20____.

_____, which is the holder of a

mortgage dated as of _____, 20___, and recorded in the Office of the_____

_____ q _____

_____Its:______

, the of

. which

County Recorder, Illinois on ______, 20___ as Document No._____ encumbering the property described on this Plat of Subdivision, hereby consents to the recording of this Plat of Subdivision and agrees that its lien shall be subject to the provisions of this Plat of Subdivision.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed on

By: _____ Its: _____

The foregoing instrument was acknowledged before me on _____, 20__, by _____, the _____, and

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 of the corporation, for the uses and purposes

Given under my hand and official seal this ____ day of _____, 20___.

OF MYLO GRACELAND RESIDENTIAL PROPERTY LLC, WHO ARE PERSONALLY

_____(NAME) AS ______ (TITLE)

ATTEST: _____(NAME)

(TITLE)

STATE	OF	ILLINOIS	

COUNTY OF

IENTATIVE	AND	FINAL	PLAT	O۲	ZORDIVIZION
GRACELAN	D/W	EBFC	ORD	SU	JBDIVISION

TO CONSOLIDATE LOTS

MAYOR'S CERTIFICATE

STATE OF ILLINOIS S.S. COUNTY OF COOK

Approved by the Mayor and the City Council of the City of Des Plaines, Illinois on this

_____ day of _____, A.D. 20_____.

ATTEST: ______ City Clerk

PLANNING AND ZONING BOARD CERTIFICATE

STATE OF ILLINOIS S.S. COUNTY OF COOK

Mayor

Approved by the Planning and Zoning Board of the City of Des Plaines, Illinois on this _____, A.D. 20_____.

Chairman

DIRECTOR OF FINANCE CERTIFICATE

STATE OF ILLINOIS S.S.

I certify that there are no delinquent or current unpaid special assessments on the property shown on this plat.

Date: _____

Director of Finance

DIRECTOR OF PUBLIC WORKS AND ENGINEERING CERTIFICATE

STATE OF ILLINOIS S.S. COUNTY OF COOK

Approved by the Director of Public Works & Engineering of the City of Des Plaines, Illinois on

this _____, A.D. 20_____

Director of Public Works and Engineering

DRAINAGE CERTIFICATE

STATE OF ILLINOIS S.S.

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

OWNER	REGISTERED PROFESSIONAL ENGINEER	
Name:	Name:	_
Date:	Firm:	
Date:	_	

EASEMENT FOR PUBLIC UTILITIES

A permanent and perpetual easement is hereby aranted 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 appurtenances thereto, in, upon, under, along and across the areas designated "Easement for Public Utilities" on this subdivision plat. The owners of the property subdivided on this plat or any part thereof hereby reserve the right to use the areas designated "Easement for Public Utilities" and the adjacent property in any manner that will not prevent or interfere with the exercise by the City of the rights hereby granted; provided, however, that the owners shall not in any manner disturb, damage, destroy, injure, obstruct or permit to be obstructed the "Easement for Public Utilities" at any time whatsoever without the express prior written consent of the City. After the installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

PUBLIC UTILITY EASEMENTS EASEMENT APPROVED AND ACCEPTED

COMMONWEALTH EDISON COMPANY

AT & T DATE: _____ DATE: _____ BY: _____ DATE: _____ TITLE: _____

TITLE: _____

COMCAST

					BY: DATE:
				OWNER:	TITLE:
				COMPASSPOINT DEVELOPMENT LLC	
4	3/03/23	PER 3/02/23 CITY REVIEW DISCUSSION	VAF	202 S,. COOK ST. SUITE 210	NICOR
3	2/23/23	ADD P.U.& D. AND PARK ESMTS; UTIL SIG. BLKS.	VAF	BARRINGTON, IL 60010	NOON
2	2/1/23	REMOVE PARCEL 4 FROM SUBD. INCLUSION	VAF	CONTACT: JOE TAYLOR III	BY: DATE:
1	1/13/23	PER 12/20/22 CITY 1ST REVIEW COMMENTS	VAF	773.706.4301	
NO.	DATE	REVISION DESCRIPTION	BY		TITLE:

	continuously maintained in a f
	Lot") and an easement on, un
	aranted to, and for the use a
	granted to, and for the use a purpose of storm water detent
	2. No change shall be made in
	Detention Area nor shall any
	Detention Area, nor shall any exist within the Storm Water [
	drainage therein or materially
	shrubs, fences and normal lan
	Water Detention Area only with
	the City of Des Plaines, Cook
	the City of Des Plaines, Cook
	shall maintain a grass cover o Storm Water Detention Area a
	Storm water Detention Area a
	3. In the event the City determination of the Storm Wat
	ten (10) days prior written no
	not be obligated to, enter upo
	performing maintenance work
	4. In the event that the City
	paragraphs, the City shall have
	amount sufficient to defray th costs, either before or after s
	costs, either before or after s
	the owners of the Detention A
	demand in writing by the City
	costs of collection, shall becom
	the right to collect such charge
	foreclosure proceedings as per
	5. Nothing in these paragraphs of the Storm Water Detention
	of the Storm Water Detention
	thereof by, the City.
	6. The City shall be under no
	except as it shall determine to
	right herein granted to the Cit
	7. These covenants shall run v
	binding upon and inure to the
	respective successors, assigns
	them. Enforcement of these c
	this subdivision, any person wi
	Plaines by any proceeding at I
	attempting to violate any cove
	or to recover damages, and a
	PUBLIC UTILITY EASEMENTS
E	ASEMENT APPROVED AND ACCEPTED

FASEMENT FOR STORM SEWER

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 storm sewer mains together with related attachments, equipment and appurtenances thereto, in, upon, under, along and across the areas designated "Easement for Storm Sever" on this subdivision plat. The owners of the property subdivided on this plat or any part thereof hereby reserve the right to use the areas designated "Easement for Storm Sever" and the adjacent property in any manner that will not prevent or interfere with the exercise by the City of the rights hereby granted; provided, however, that the owners shall not in any manner disturb, damage, destroy, injure, obstruct or permit to be obstructed the "Easement for Storm Sewer" at any time whatsoever without the express prior written consent of the City.

EASEMENT FOR STORM WATER DRAINAGE

A permanent and perpetual easement is hereby granted to the City of Des Plaines, Cook County, Illinois ("City"), its successors and assigns, and to, and for the use and benefit of, the owners of all of the lots in this subdivision, for the sole purpose of storm water drainage, in, upon, under, along and across the areas designated "Easement for Storm Water Drainage" on this subdivision plat. No change shall be made in the finished grade of the land within any Easement for Storm Water Drainage, "and no construction of any kind whatsoever shall be erected or permitted to exist within any "Easement for Storm Water Drainage" that might materially reduce the storm water drainage capacity thereof. Trees, shrubs, fences, and normal landscape planting shall be permitted within any "Easement for Storm Water Drainage" only with the prior written approval of the Director of Public Works of the City of Des Plaines. Each owner of a lot with any "Easement for Storm Water Drainage" located on it shall maintain a grass cover on the surface of that portion of such lot located within the "Easement for Storm Water Drainage," and shall keep such grass and landscaping in a first-class and trimmed condition. The owners of lots on which any "Easement for Storm Water Drainage" is located shall not in any manner damage, destroy, injure, obstruct, or permit to be obstructed the 'Easement for Storm Water Drainage' at any time whatsoever without the express prior written consent of the Director of Public Works of the City of Des Plaines.

RESTRICTIVE COVENANTS AND EASEMENT FOR STORM WATER DETENTION AREA (NO HOA)

1. The area of the property designated on this plat as "Storm Water Detention Area" shall be aintained in a first rate manner by owners of Lot One (the 'Detention Area asement on, under and above the Storm Water Detention Area is hereby d for the use and benefit of, all of the lots in this subdivision for the sole m water detention and drainage. Hall be made in the finished grade of the land within the Storm Water

nor shall any construction of any kind whatsoever be erected or permitted to Storm Water Detention Area that might materially impede storm water or materially reduce the storm water detention capacity thereof. Trees, and normal landscape planting shall be permitted within the Storm Area only with the prior written approval of the Director of Public Works of Plaines, Cook County, Illinois (the "City"). Each owner of a Detention Area Lot a grass cover on the surface of that portion of his lot located within the ention Area and shall keep such arass in a neat and trimmed condition. the City determines, in its sole and absolute discretion, that prior the Storm Water Detention Area is not performed at any time, the City, after rior written notice to the owners of the Detention Area Lots, may, but shall d to, enter upon any or all of the Detention Area Lots for the purpose of ntenance work on and to the Storm Water Detention Area. then ance work on and to the Storm Water Detention Area. that the City shall cause to be performed any work pursuant to these City shall have the right to charge the owners of the Detention Area Lots an int to defray the entire cost of such work or action, including administrative fore or after such cost is incurred. If the amount so charged is not paid by

he Detention Area Lots within thirty (30) days following a ng by the City for such payment, such charge, together with interest and ion, shall become a lien upon the Detention Area Lots and the City shall have

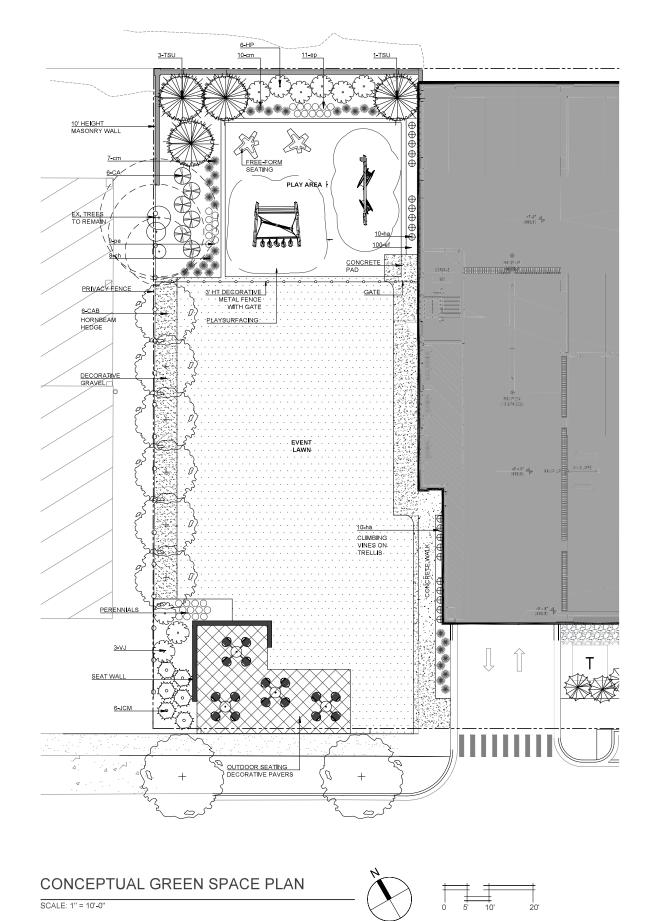
lect such charge, with interest and costs, and to enforce such lien as in eedings as permitted by law.

recange as permitted by law. nese paragraphs shall be construed to constitute a dedication of any portion 'ater Detention Area or of the Detention Area Lots to, or an acceptance Citv

be under no obligation to exercise the rights granted in these paragraphs all determine to be in its best interest. No failure to exercise at any time any nted to the City shall be construed as a waiver of that or any other rights. ants shall run with the land in the subdivision shown on this plat, and shall be nd inure to the benefit of the owners of all lots of record therein, their essors, assigns and grantees and all parties claiming by, through and under ent of these covenants may be sought by the owners of any lots of record in , any person with an interest in any of said lots of record, or the City of Des proceeding at law or in equity against any person or persons violating or violate any covenant, either to restrain violation, to compel affirmative action, lamages, and against the land to enforce any lien created by these covenants.

_____DATE: _____

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HORNBEAM HEDGE



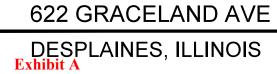
FREE-FORM SEATING





PLAY EQUIPMENT

DESPLAINES MULTIFAMILY





CLIMBING VINES



MODERN MASONRY WALL



MASONRY SEAT WALL



DATE:02-28-23

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EXHIBIT C

PUBLIC IMPROVEMENTS

Stormwater Improvements	Storm sewer lines along Webford Avenue to Laurel Avenue (separate storm and sanitary sewers) consisting of 731 feet of concrete pipe with various diameters of 12", 15", 18" and 21" and storm sewer structures"
Sanitary Sewer	Separate combined storm and sanitary sewer services consisting of 25 feet of 10" PVC pipe
Water Mains & Service Lines	 New water service lines consisting of 44 feet of 10" ductile iron pipe Water mains in public right-of-way Hydrants and Standpipes compliance with International Fire Code
Public Right-of-Way Improvements	 Graceland Avenue Frontage Sidewalk consisting of 170 feet Graceland Avenue Streetscape & Lighting matching rest of downtown Widening of Webford Avenue to 28 feet curb to curb, plus an additional seven feet to accommodate five off- street parking spaces, as well as construction of all necessary curbs, gutters, and sidewalks Streetlights on Webford with electrical extending from 1320 Webford to Graceland

EXHIBIT D

DEVELOPMENT PERMITTING AND CONSTRUCTION SCHEDULE

Action	Date
Land Closing	July 31, 2023
Demolition Permit Issuance	January 15, 2024
Building Permit Application	January 15, 2024
Building Permit Issuance	April 15, 2024
Construction Start	April 30, 2024
Construction Completion	December 31, 2025
Certificate of Occupancy	February 1, 2026
Full Building Lease-Up	February 1, 2027

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EXHIBIT E FORM LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRATION DATE: _____

AMOUNT:_____

DATE OF ISSUE:_____

[Name of Bank]

[Address]

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

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on this Irrevocable Standby Letter of Credit No. ____ UP TO AN AGGREGATE AMOUNT OF _____ United States Dollars (\$______) for account of _____ (the "*Customer*").

Drafts under this Letter of Credit shall bear upon their face the words:

"Drawn under ______ Irrevocable Standby Letter of Credit No. _ Dated: ______, ___"

Drafts may be for all or any portion of the amount of this Letter of Credit, and shall be in the form attached hereto as *Exhibit 1* and shall be accompanied by one of the following documents executed by the City Manager or an individual designated as acting City Manager:

(a) A written statement on the form attached hereto as *Exhibit 2* stating that, conditioned upon proper notice to the City Manager, Letter of Credit No. ____will expire within 35 days or less and that the Customer has failed to deliver to the City Manager evidence of a renewal of Letter of Credit No. ___; or

(b) A written statement on the form attached hereto as **Exhibit 3** stating that all or any part of the improvements required to be constructed by the Customer at 622 Graceland Avenue, Des Plaines, Illinois (the "**Property**") pursuant to the Development Agreement dated [INSERT], 2023 by and between the City of Des Plaines and Mylo Residential Graceland Property, LLC (the "**Agreement**") have not been constructed in accordance with the Agreement or the City's general ordinances, codes, or regulations; or

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(c) A written statement on the form attached hereto as *Exhibit 4* stating that all or any part of the costs, payments, permit fees or other fees required to be paid to the City by the Customer in conjunction with the redevelopment of the Development Property pursuant to the Agreement or the City's general ordinances, codes, or regulations, have not been paid in the required time period; or

(d) A written statement on the form attached hereto as *Exhibit 5* stating that all or any portion of the maintenance, repair, or restoration of the property required to be performed by the Customer pursuant to and in accordance with the Agreement or the City's general ordinances, codes, and regulations has not been performed; or

(e) A written statement on the form attached hereto as *Exhibit 6* stating that all or any portion of the Customer's undertakings pursuant to the Agreement have not been performed pursuant to and in accordance with the Agreement.

WE HEREBY AGREE with the beneficiary that:

1. Site Drafts drawn under this Letter of Credit must specify the number of this Letter of Credit and be presented at the office identified below.

2. Any sight draft may be presented to issuer by electronic, reprographic, computerized or automated system, or by carbon copy, but in any event must visibly bear the word "original." If the document is signed, the signature may consist of (or may appear to us as) an original handwritten signature, a facsimile signature or any other mechanical or electronic method of authentication.

3. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to us if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date. Further, one or more drafts may be presented at 410 Monon Boulevard, 54th Floor, Carmel, Indiana 46032. on or before the Expiration Date.

2. If, within three banking days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the City in enforcing the terms hereof; provided that we will not be responsible for such fees, costs, or expenses arising from limitations or delays imposed by law or orders of courts of competent jurisdiction.

3. This Letter of Credit shall expire on ______, 20____, as stated hereinabove; provided, however, that we shall send notice to the City Manager by certified mail, return receipt requested, or hand-delivered courier at least 35 days prior to said Expiration Date, that this Letter of Credit is about to expire.

4. In no event shall this Letter of Credit or the obligations contained herein expire except upon the prior written notice required herein, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required herein.

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Exhibit A

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5. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the City Manager stating that such aggregate amount shall be reduced in an amount permitted by the City's subdivision regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the Agreement or the City's general ordinances, codes, or regulations.

7. This Letter of Credit is irrevocable.

8. This Letter of Credit sets forth in full the terms of our undertaking, and such terms shall not in any way be modified, amended, limited, discharged or terminated, except by written approval signed by the undersigned and an authorized representative of Beneficiary on or before the date upon which this Letter of Credit expires.

This Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "*Uniform Customs*"). In the event of a conflict between this Letter of Credit and the Uniform Customs, this Letter of Credit shall control. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including, without limitation, Article 5 of the Uniform Customs, be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

AS USED HEREIN, THE TERM "BANKING DAY" MEANS ANY DAY OTHER THAN A SATURDAY, SUNDAY, OR A DAY ON WHICH BANKS IN THE STATE OF ILLINOIS ARE AUTHORIZED OR REQUIRED TO BE CLOSED, AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.

[Signature of Bank Officer]

[Signature of Bank Officer]

[Officer's Title]

[Officer's Title]

EXHIBIT 1 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

FORM OF DRAFT

[To Be Supplied/Revised by Issuing Bank]

To: [BANK NAME, ADDRESS, AND CONTACT PERSON]

Date:

Drawn under			Irrevocable Standby Letter of
Credit No.	Dated:	, 202	

Pursuant to	the attached documentatio	n, City of Des F	Plaines (" Be	eneficiary")	hereby dema	nds
that		-	pay to	the order of	of Beneficiary	the
amount of \$, by wire transfe	r with the fo	llowing inst	ructions:	

Bank Name: Account Number: ABA Routing Number:

By	
Name:	
Title:	
Date:	

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Exhibit A

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EXHIBIT 2 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To: Attn:

Re: Letter of Credit No.

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. _____ dated _____, 202_ in the amount of \$______ will expire within 35 days or less and that ______ has failed to deliver to the City Manager evidence of a renewal of Letter of Credit No. _____.

Very truly yours,

City Manager

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EXHIBIT 3 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To: Attn:

Re: Letter of Credit No.

Ladies and Gentlemen:

This is to advise you that all or any part of the improvements required to be constructed by the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Development Agreement dated [INSERT], 2023 by and between the City of Des Plaines and Mylo Residential Graceland Property, LLC (the "*Agreement*") have not been constructed in accordance with the Agreement or the City's general ordinances, codes, and regulations.

Very truly yours,

City Manager

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EXHIBIT 4 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To: Attn:

Re: Letter of Credit No.

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees or other fees required to be paid to the City by the Customer (as that term is defined in the above-referenced Letter of Credit) in conjunction with the redevelopment of property pursuant to the Development Agreement dated [INSERT], 2023 by and between the City of Des Plaines and Mylo Residential Graceland Property, LLC (the "*Agreement*") or the City's general ordinances, codes, or regulations, have not been paid in the required time period.

Very truly yours,

City Manager

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EXHIBIT 5 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To: Attn:

Re: Letter of Credit No.

Ladies and Gentlemen:

This is to advise you that all or any part of the maintenance, repair or restoration required to be performed by the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Development Agreement dated [INSERT], 2023 by and between the City of Des Plaines and Mylo Residential Graceland Property, LLC (the "*Agreement*"), or the City's general ordinances, codes, and regulations, has not been performed.

Very truly yours,

City Manager

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EXHIBIT 6 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To: Attn:

Re: Letter of Credit No.

Ladies and Gentlemen:

This is to advise you that all or any part of the undertakings of the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Development Agreement dated [INSERT], 2023 by and between the City of Des Plaines and Mylo Residential Graceland Property, LLC (the "*Agreement*") have not been performed pursuant to and in accordance with the Agreement.

Very truly yours,

City Manager

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EXHIBIT F

TRANSFEREE ASSUMPTION AGREEMENT

THIS TRANSFEREE ASSUMPTION AGREEMENT is made as of this _____ day of _____, 20__, between the CITY OF DES PLAINES, an Illinois home rule municipal corporation (*"City"*), MYLO RESIDENTIAL GRACELAND PROPERTY LLC, an Illinois limited liability company (*"Developer"*), and _____, a _____, (*"Transferee"*).

WITNESETH:

WHEREAS, pursuant to that certain real estate sale contract dated ______, 20___, the Transferee agreed to purchase from Developer certain real property situated in Cook County, Illinois and legally described in **Exhibit 1** attached to and, by this reference, made a part of this Agreement (*"Property"*); and

WHEREAS, following the conveyance of the Development Property by Developer, the Transferee will be the legal owner of the Development Property; and

WHEREAS, as a condition to the conveyance of the Development Property by Developer, the City and Developer require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Development Agreement, dated as of ______, 2023, and recorded in the office of the Cook County Clerk's Recording Division on ______, 20___, as Document No. ______, by and between the City and Developer ("Development Agreement");

NOW, THEREFORE, in consideration of the agreement of Developer to convey the Development Property to the Transferee, and of the City to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the City, Developer, and the Transferee as follows:

1. **<u>Recitals</u>**. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. <u>Assumption of Obligations</u>. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of Developer in the Development Agreement, including all exhibits and attachments, regardless of whether such terms, requirements, and obligations are to be performed and provided by, or are imposed upon, Developer or the Development Property.

3. <u>Payment of City Fees and Costs</u>. In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Development Agreement or by applicable City codes, ordinances, resolutions, rules, or regulations, the Transferee must pay to the City, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred in connection with the negotiation, preparation, consideration, and review of this Agreement.

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4. <u>Acknowledgment and Release of Developer</u>. The City hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements, and obligations of Developer in the Development Agreement, including all exhibits and attachments, and the City hereby releases Developer from any personal liability for failure to comply with the terms, requirements, and obligations of Developer in the Developer in the Development Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

CITY OF DES PLAINES ATTEST: an Illinois home rule municipal corporation By:_____ City Clerk Its: City Manager RESIDENTIAL GRACELAND MYLO PROPERTY, LLC, an Illinois limited liability company By: MYLO RESIDENTIAL GRACELAND HOLDINGS LLC, a Florida limited liability company By: MYLO RESIDENTIAL GRACELAND MANAGER LLC, a Florida limited liability company By: Joseph Z. Taylor III Its: Manager ATTEST: [TRANSFEREE], a_____ By:_____ By:_____ Its: Its:

ACKNOWLEDGMENTS

STATE OF ILLINOIS)) COUNTY OF COOK)

SS

This instrument was acknowledged before me on _____, 20__, by _____, the City Manager of the CITY OF DES PLAINES, an Illinois home rule municipal corporation, and by ______, the City Clerk of said municipal corporation.

Signature of Notary

SEAL

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STATE OF ILLINOIS) SS	SS						
	the	owledged before m _ of DEVELOPER , of said	ne on, a	20 <u></u> , , and	by by			
		S	ignature of Notary					
SEAL								
STATE OF ILLINOIS) SS							
This instrur	nent was ackn the _ of said	of TRANSFEREE ,	ne on, and by	20 <u>,</u>	by the			

Signature of Notary

SEAL

EXHIBIT 1 TO TRANSFEREE ASSUMPTION AGREEMENT

PROPERTY LEGAL DESCRIPTION

[INSERT UPDATED/CONSOLIDATED DESCRIPTION]

{00131255.7}

EXHIBIT G

HUD RIDER TO DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary in the Agreement, from and after the date of that the Department of Housing and Urban Development ("*HUD*") executes an initial endorsement (the "*HUD-Insured Loan Closing Date*") of a HUD-insured mortgage loan for the construction of the Development (the "*HUD Construction Loan*"):

(i) The City confirms that is not providing any funding for the construction of the Development other than as expressly set forth in the Agreement.

(ii) No amendment to the Agreement made after the HUD-Insured Loan Closing Date shall have any force or effect until and unless HUD approves such amendment in writing.

(iii) No indemnity or guarantee obligations in the Agreement shall ever apply to HUD, whether as insurer or holder of the HUD-insured mortgage loan, owner, mortgagee-in-possession or otherwise.

(iv) No failure on the part of the Developer to comply with the HUD Construction Loan documents shall serve as a basis for the City to declare a default under the Agreement, without the express written approval of HUD. No failure of the Developer to comply with the Agreement shall constitute a default under the HUD Construction Loan documents, unless a default also arises under the HUD Construction Loan documents or related Regulatory Agreement.

(v) City shall have no liens against the Development Property as of the HUD-Insured Loan Closing Date. Compliance with and enforcement of any indemnity provisions in the Agreement will not and shall not result in any claim or lien against the Development, any asset of the Developer, the proceeds of the HUD Construction Loan, any reserve, or deposit required by HUD in connection with the HUD Construction Loan transaction or the rents or other income from the Development, other than distributable Surplus Cash as defined in the HUD Regulatory Agreement. In the event that any claims or liens arise as a result of City's enforcement of other provisions of the Agreement, City agrees that they shall be subordinate to the HUD Construction Loan documents. The provisions of this paragraph shall not prohibit the City from pursuing action relating to its letter of credit or any guarantors of the obligations of the Developer.

(vi) In the event that HUD is a party to any such litigation, at its election, to the extent legally permitted, such action may be brought in the United States District Court for the Northern District of Illinois Eastern Division.

(vii) In the event that HUD or FHA Lender become a successor in interest to the Development, it shall not be responsible for the prior violations or obligations of Developer hereunder, including but not limited any obligation regarding development of the Development Property or the completion thereof, provided that any successor in interest, including but not limited to HUD, shall be entitled, but not obligated, to develop the Development in accordance with the building requirements set forth in Agreement. In addition, any restrictions relating to requirement to pay attorney's fees or litigation costs shall not apply to HUD or FHA Lender but shall apply to their successors and assigns.

(viii) Any restrictions on transfer of the Development Property set forth in the Agreement shall not apply to FHA Lender or HUD and shall also not apply to the purchaser at foreclosure of

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the HUD Construction Loan documents or transferee of the Development pursuant to a HUDapproved transfer of physical assets provided that such purchaser or transferee executes the Transferee Assumption Agreement.

(ix) The City agrees to execute the HUD form of lease subordination agreement with regard to the Leaseback Agreement.

(x) The City shall deliver to FHA Lender copies of any notice of default given by the City to the Developer with respect to the Agreement and, notwithstanding anything to the contrary contained herein, FHA Lender and HUD shall have the right, without any obligation, to cure any default under any of the Agreement as provided for below in this paragraph. All such notices to FHA Lender shall be sent contemporaneously with the sending of such notices to the Developer. The City will allow FHA Lender and HUD (but neither FHA Lender nor HUD will have any obligation) to cure any default occurring under the Agreement, provided such cure is effected within the following time periods:

(a) In the case of a default which can be cured by the payment of money, within ten (10) days after the later of (i) the expiration of the grace or cure period (if any) available to the Developer under the Agreement or (ii) FHA Lender's receipt of written notice of such default; and

In the case of a default which cannot be cured by the payment of money, within (b) thirty (30) days after FHA Lender's receipt of written notice of such default, provided, however, that if the nature of a default is such that it can be cured by FHA Lender but cannot be cured within the thirty (30) day period provided above or by the payment of money by FHA Lender or HUD, and if FHA Lender or HUD (i) commences efforts to effect such cure within such thirty (30) day period and thereafter diligently proceeds to take such actions as may be reasonably required to effect such cure, including any proceedings necessary to effect an Acquisition (as defined below) and (ii) provides written notice to the City within such thirty (30) day period describing what efforts it has commenced and intends to continue to effect such cure, then the thirty (30) day cure period provided above shall be extended for a period ending the earlier of (i) the date as of which FHA Lender or HUD, as applicable, shall cease the diligent pursuit of such actions as may be reasonably required to effect such cure, or (ii) the date as of which the cure of such default by FHA Lender or HUD, as applicable, shall become impossible. For purposes of this Agreement, an "Acquisition" shall mean the acquisition by either FHA Lender or HUD, as applicable, or its designee of fee simple title to the Development.

(c) In the case of a Personal Default (as defined below), within thirty (30) days after FHA Lender's receipt of written notice of such Personal Default, provided, however, if within such thirty (30) day period FHA Lender or HUD (i) commences efforts to exercise its right under the HUD Construction Loan documents for the purpose of acquiring title to the Development and thereafter diligently proceeds to take such actions as may be reasonably required to obtain control of the Development and (ii) provides written notice to the City describing what efforts it has commenced and intends to continue to exercise its right under the HUD Construction Loan documents for the purpose of acquiring title to the Development, then the thirty (30) day cure period provided above shall be extended for a period ending the date as of which FHA Lender or HUD, as applicable, shall cease the diligent pursuit of the exercise of its rights under the HUD Construction Loan

documents for the purpose of acquiring title to the Development. Upon such time as FHA Lender or HUD, as applicable, has obtained control of the Development pursuant to the exercise its rights and remedies with respect to the HUD Construction Loan documents, all outstanding Personal Defaults shall be deemed cured.

For purposes of this Agreement, a "Personal Default" under the Agreement shall mean a default of a non-economic nature relating to a breach of a covenant or default provision contained in the Agreement regarding the constituent ownership of the Development and such similar matters which is not capable of being cured by FHA Lender or HUD without exercising its rights under the HUD Construction Loan documents for the purpose of acquiring title to the Development. It is understood and agreed that whether an event of default under the Agreement is of a nature that it constitutes a Personal Default is subject to interpretation of the circumstances surrounding the event of default and the parties hereto agree that the City shall determine in its reasonable discretion whether any event of default under the Agreement is of a nature that it constitutes a Personal Default. Personal Defaults shall not include, without limitation, any default which (i) can be cured by the payment of money to the City or to any other entity whether relating to any labor, materials, goods, services, expense or any other matter necessary or desirable for the development, construction or operation of the Development or improvements located thereon, (ii) relates to the failure of the Developer to satisfy any covenants of the Agreement which may require that the Development or improvements located thereon be completed pursuant to a certain schedule, (iii) relates to any representation or warranty made by the Developer in the Agreement, (iv) relates to any covenant violation concerning the development or construction of the Development or improvements located thereon, or (v) is capable of being cured by FHA Lender or HUD without exercising its rights under the HUD Construction Loan documents for the purpose of acquiring title to the Development. The City agrees not to initiate any judicial, quasijudicial or similar remedies under the Agreement, unless and until FHA Lender or HUD, as applicable, fails to cure or cause to be cured such defaults within the time periods provided in this paragraph.

PLAINES ILLINOIS

HEALTH AND HUMAN SERVICES

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

MEMORANDUM

Date:	April 17, 2023
To:	Michael G. Bartholomew, City Manager
From:	Kathy Puetz, Community Social Worker
Cc:	Becky Madison, Director of Human Resources βAM
Subject:	Consideration of a Resolution awarding 38 Grant Recipients 2023 Social Service Program Funding in a total amount Not-to-Exceed \$210,000

Issue:

As part of the FY2023 Budget, City Council allocated \$210,000.00 for disbursement to social service agencies that provide services to Des Plaines residents in need. The Health and Human Services Division (HHS) has solicited and evaluated grant requests from social service agencies that serve the Des Plaines community. At this time, HHS seeks the City Council concurrence with the funding allocation as recommended.

Analysis:

The 2023 Social Service Funding notification, the application and timeline were made available on the City's website on January 30, 2023. Applications were due March 1, 2023. HHS contacted the agencies that received funding in 2022, those that inquired about the program throughout the year, as well as those agencies that applied for funding in the past but did not request funds the prior year.

The City received a total request for social service funding in the amount of \$342,902.00 from 38 agencies. This is an increase in total funding requests of \$90,962, which is a 36% increase over 2022.

All the agencies have expressed gratitude for the City's program and stressed how valuable local support is for leveraging funding from public and private sources, which strengthens their service capabilities for our residents.

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 Three includes the organizations funded through the Social Service Funding Program in 2022 by type, which closely aligns with the service referrals sought by the community.

Quarter One		Quarter Two		Quarter Three		Final	
Referred Service	Calls	Referred Service	Calls	Referred Service Calls		Referred Service	Calls
Health/Wellness	69	Health/Wellness	49	Health/Wellness	55	Health/Wellness	49
Homeless Prevention	57	Financial Wellness	42	Financial Wellness	53	Homeless Prevention	39
Housing Assistance	37	Housing Assistance	41	Housing Assistance	48	Housing Assistance	36
Home Maintenance	32	Transportation	35	Homeless Prevention	41	Food Resources	26
Food Resources	30	Food Resources	33	Transportation	37	Transportation	25
Financial Wellness	30						

Table One: 2022 Top 5 Quarterly HHS Call for Service Referral

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/Benefit Enrollment Programs.
- <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.

2023 Social Service Funding Recipient Application Review

The Social Service Funding Program utilizes a point system to assist with the ranking applicants. The funding recommendations were based on the criteria and weighting listed in Table Two.

Table Two: 2023 Social Service Funding Rating Criteria and Weights

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 clearly explains the agency's mission, scope of work, and goals. The applicant provided complete financial information.	5% 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 describes the agency's plans if the amount of City funding is less than anticipated.	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 engagement of high need and/or underserved populations.	5%
The applicant clearly describes the agency's commitment to continued annual fundraising efforts.	5%
The applicant provides evidence of community support for their agency and the services it provides.	5%

2023 Point Allocation

Currently, there is no set criterion to deny an organization Social Service Program Funding beyond the requirement that they must be submitted by the deadline and serve Des Plaines Residents. 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. In 2023, to calculate the value of each point an agency received, staff divided \$210,000 by the total amount of points received by the 38 agencies (2913 points) during the review process, which valued each point at \$72.09. No agency received more than what they requested. Any remaining funds available were awarded to agencies that are no longer receiving CDBG funding due to program restructuring. Those agencies are denoted with a ** in Table Three below.

Referred Service Type	Agency Name	2022 Funding Amount	2023 Agency Application Request	*2023 Staff Funding Recommendation
Health/ Wellness	Advocate Lutheran General's Older Adult Services	\$4,154.00	\$6,000.00	\$5,262.62
	Avenues to Independence	\$2,500.00	\$5,000.00	\$4,541.71
	The Bridge Youth & Family Services	\$4,757.00	\$5,000.00	\$5,000.00
	Children's Advocacy Center of Northwest Cook County	\$5,226.00	\$10,000.00	\$5,190.53
	Hopeful Beginnings	\$4,824.00	\$6,000.00	\$4,902.16
	The Josselyn Center	\$7,847.00	\$12,000.00	\$6,632.34
	Korean American Women in Need (KANWIN)	\$4,489.00	\$7,000.00	\$5,623.07
	Kenneth Young Center	\$4,355.00	\$5,000.00	\$5,000.00
	Life Span		\$5,000.00	\$5,000.00
	MaineStay Youth & Family Services	-	\$25,000.00	\$6,271.88

Table Three: 2023 Community Partner Agency Requests & Staff Recommendations by Referred Service Type

Referred Service Type	Agency Name	2022 Funding Amount	2023 Agency Application Request	*2023 Staff Funding Recommendation
	Maryville Academy- Family Behavioral Health Clinic	-	\$5,000.00	\$4,902.16
	NAMI-National Alliance on Mental Illness	-	\$5,000.00	\$4,685.89
	North Shore Senior Center	\$6,463.00	\$10,000.00	\$6,776.52
	Northwest Center Against Sexual Assault	\$4,690.00	\$20,000.00	\$5,334.71
	Northwest Suburban Day Care Center	\$4,958.00	\$10,000.00	\$4,974.25
	The Salvation Army Metro. Div. PAI Program	\$3,000.00	\$3,000.00	\$3,000.00
	Suburban Primary Health Care Council (Access to Care)	\$5,092.00	\$7,000.00	\$5,406.80
Homeless Prevention	Center of Concern**	\$11,365.00	\$35,000.00	\$17,209.06
	Connections for the Homeless	\$5,000.00	\$5,000.00	\$5,000.00
	Journeys: The Road Home	\$4,221.00	\$5,000.00	\$5,000.00
	Northwest Compass, Inc **	\$4,489.00	\$20,000.00	\$9,640.47
	Open Communities	\$4,221.00	\$10,000.00	\$5,623.07
	W.I.N.G.S.**	-	\$10,000.00	\$8,703.30
Housing	The Harbour, Inc.	\$3,000.00	\$5,000.00	\$5,000.00
	Shelter, Inc.	\$4,623.00	\$5,000.00	\$4,757.98
Home Maintenance	Des Plaines Community Foundation - Neighbors	\$5,293.00	\$10,000.00	\$5,623.07
	Northwest Housing Partnership- Handyman Program	\$4,824.00	\$5,200.00	\$5,200.00
Transport- ation	F.I.S.H of Park Ridge	-	\$1,500.00	\$1,500.00
	MNASR-Maine Niles Association of Special Recreation	\$2,000.00	\$4,000.00	\$4,000.00
Food Resources	Bessie's Table	\$3,000.00	\$3,000.00	\$3,000.00
	Frisbie Senior Center-Feed My Sheep	\$5,000.00	\$5,500.00	\$5,500.00
	Community Backpack Project	\$3,953.00	\$12,202.00	\$5,046.34
	The Salvation Army - Des Plaines Corp	\$4,958.00	-	-
	Self-Help Closet & Pantry of Des Plaines	\$11,700.00	\$20,000.00	\$6,848.61
	Trinity Lutheran Church- 5 Loaves/2 Fishes Ministry Community Luncheon	\$2,000.00	\$2,000.00	\$2,000.00

Referred Service Type	Agency Name	2022 Funding Amount	2023 Agency Application Request	*2023 Staff Funding Recommendation
Immigration Services	Alliance for Immigrant Neighbors	\$3,886.00	\$8,000.00	\$4,902.16
	Viator House of Hospitality	-	\$10,000.00	\$4,685.89
Volunteerism	Clean Up-Give Back.org	\$5,025.00	\$12,500.00	\$6,992.79
	Hands-On Suburban Chicago	\$4,087.00	\$8,000.00	\$5,262.62
	Totals	\$160,000.00	\$342,902.00	\$210,000.00

*For additional information regarding the 2023 Staff Funding Recommendation, please see Attachment 1.

Recommendation: As a result of this process, the recommendation from staff is to fund all 38 community partner agencies at an amount not-to-exceed \$210,000.00. A list of the 2023 agency funding allocation recommendations, the point system spreadsheet and key are attached for the Council's review and approval.

Attachments:

Attachment 1: 2023 Funding Recommendations Attachment 2: 2023 Social Service Funding Application Overview Resolution # R–82–23, Social Services Program Funding Grant Recipients

Agency	Agency Application	3. Local needs the agency addresses.	needs the engagement of agency high need	16. Des Plaines residents served in Agency/Program requesting funding		Total of All Agency Points (Out of 100)	Multiplied by \$72.09 (*Up to Funding Request)	2023 Staff Recommended Funding	
	Request	Points Awareded	served populations	# of DP Residents Served	Points awarded				
Advocate Lutheran General Older Adult Services	\$6,000.00	5	5	119	8	73	\$ 5,262.62	\$ 5,262.62	
Alliance for Immigrant Neighbors -Legal Services	\$8,000.00	10	5	20	4	68	\$ 4,902.16	-	
Avenues to Independence	\$5,000.00	5	2	12	4	63	\$ 4,541.71		
Bessie Table*	\$3,000.00	5	2	2863**	30	86	\$ 3,000.00		
Center of Concern-Senior Services	\$35,000.00	10	5	1213	30	100	\$ 7,209.06		
Children's Advocacy Center of N and NW Cook C	\$10,000.00	10	2	59	8	72	\$ 5,190.53		
Clean Up -Give Back.Org	\$12,500.00	10	2	884	30	97	\$ 6,992.79		
Community Backpack Program	\$12,202.00	10	5	85	8	70	\$ 5,046.34		
Connections for the Homeless*	\$5,000.00	10	5	132	8	73	\$ 5,000.00		
Des Plaines Community Foundation-Neighbors	\$10,000.00	10	5	500+	30	78	\$ 5,623.07		
F.I.S.H. of Park Ridge*	\$1,500.00	10	5	26	8	70	\$ 1,500.00		
Frisbie Senior Center Feed My Sheep*	\$5,500.00	10	5	350**	22	89	\$ 5,500.00		
HandsOn Suburban Chicago	\$8,000.00	10	5	81	8	73	\$ 5,262.62	\$ 5,262.62	
Hopeful Beginnings -St. Mary's Services	\$6,000.00	10	5	23	4	68	\$ 4,902.16	\$ 4,902.16	
Journey's: The Road Home*	\$5,000.00	5	5	60	8	73	\$ 5,000.00	\$ 5,000.00	
Kenneth Young- Older Adult Services*	\$5,000.00	10	2	18	4	71	\$ 5,000.00	\$ 5,000.00	
Korean American Women in Need (KANWIN)	\$7,000.00	10	5	39	8	78	\$ 5,623.07	\$ 5,623.07	
Life Span*	\$5,000.00	5	5	242	22	81	\$ 5,000.00	\$ 5,000.00	
Mainstay Youth and Fmaily Services	\$25,000.00	10	5	150	22	87	\$ 6,271.88		
Maryville Academy - Family Behavioral Health Clinic	\$5,000.00	10	5	28	8	68	\$ 4,902.16	\$ 4,902.16	
Maine Niles Association for Special Recreation*	\$4,000.00	10	5	72	8	75	\$ 4,000.00		
NAMI-National Alliance on Mental Illness	\$5,000.00	5	5	150	8	65	\$ 4,685.89	\$ 4,685.89	
North Shore Senior Center-Senior Services	\$10,000.00	10	5	1330	30	94	\$ 6,776.52		
Northwest Housing Partnership- Senior Handyman Program*	\$5,200.00	10	5	53	8	75	\$ 5,200.00		
Northwest Center Against Sexual Assault	\$20,000.00	10	5	31	4	74	\$ 5,334.71		
Northwest Compass	\$20,000.00	5	5	345	22	87	\$ 6,271.88		
Northwest Suburban Day Care Center	\$10,000.00	10	5	16	4	69	\$ 4,974.25		
Open Communities	\$10,000.00	10	5	26	8	78	\$ 5,623.07	\$ 5,623.07	
Self Help Closet & Pantry of Des Plaines	\$20,000.00	10	5	515	30	95	\$ 6,848.61	\$ 6,848.61	
Shelter Inc.	\$5,000,00	10	5	17	4	66	\$ 4,757.98	\$ 4,757.98	
Suburban Primary Health Care Council (ATC)	\$7,000.00	10	5	137	8	75	\$ 5,406.80		
The Bridge Youth and Family Services*	\$5,000.00	10	5	12	4	74	\$ 5,000.00		
The Harbour, Inc.*	\$5,000.00	10	5	5	4	74	\$ 5,000.00		
The Josselyn Center	\$12,000.00	10	5	245	22	92	\$ 6,632.34		
The Salvation Army-PAI Program*	\$3,000.00	10	5	11	4	71	\$ 3.000.00		
Trinity Lutheran Church/ 5 Loaves and 2 Fish*	\$2,000.00	5	2	800**	30	72	\$ 2,000.00		
Victor House of Hospitality	\$10,000.00	5	5	25	8	65	\$ 4,685.89		
WLN.G.S.	\$10,000.00	10	5	10	4	74	\$ 5,334.71		
W.LIV.G.J.	\$342,902.00	10	J	10	4	2913	\$ 3,554.71		
**Vearly meals provided	\$342,902.00					2913	4 195,202.62	a 210,000.00	

******Yearly meals provided



HEALTH AND HUMAN SERVICES

1420 Miner Street Des Plaines, IL 60016 P: 847.391.5480 desplaines.org

2023 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 with 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:**73/100 **Recommended Funding Amount:** \$5,262.62

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. Zion Christian Church allows AIN to use their facility at a minimum cost.

Funding Request: \$8,000.00 Residents Served in Program Seeking Funding: 20 Reviewer Score: 68/100 Recommended Funding Amount: \$4,902.16

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: Continue to financially support the nursing services program for residential clients. **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: 12 Funding Request: \$5,000.00 Reviewer Score: 63/100 Recommended Funding Amount: \$4,541.71

Attachment 2

Bessie's Table:

Program Overview: Provides a free dinner and sack lunch to individuals in need of assistance each Monday night (with the exception of August) free of charge at First United Methodist Church.

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: 2863 dinners/sack lunches. Reviewer Score: 86/100 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; 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.

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, W.I.N.G.S. (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: \$35,000.00

Residents Served in Program Seeking Funding: 1,213 **Reviewer Score:** 100/100 **Recommended Funding Amount:** \$17,209.06

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: Local Sheriff/Police Departments, Cook County State's Attorney Office, Illinois Departments of Children and Family Services, etc.

Funding Request: \$10,000.00

Residents Served in Program Seeking Funding: 59

Reviewer Score: 72/100

Recommended Funding Amount: \$ 5,190.53

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 2022, CU-GB facilitated 80 clean-ups, 9,974 volunteer hours to the community and removed 40,119 pounds of trash and other debris. **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, Cook County Forest Preserve, Izaak Walton League, etc.

Funding Request: \$12,500.00 Residents Served in Program Seeking Funding: 884 volunteers from Des Plaines (including students from Willows Academy High School) Reviewer Score:97/100 Recommended Funding Amount: \$6,992.79

Community Backpack Project:

Program Overview: The Community Backpack Project (CBP) works with students from School District #62 that qualify for the free/reduced lunch program and 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 continue to support the Community Backpack Project purchase additional food needed to meet the increasing need of students that qualify to participate in the program.

Agency Partners: River's Casino, Canning Foundation, Elk's Club, individuals, churches, and community food drives.

Funding Request: \$12,202.00 Residents Served in Program Seeking Funding: 85 Reviewer Score: 70/100 Recommended Funding Amount: \$ 5,046.34

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 services.

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: 132 **Reviewer Score:** 73/100 **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.

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, etc.

Funding Request: \$10,000.00 Residents Served in Program Seeking Funding: 500+ Reviewer Score: 78/100 Recommended Funding Amount: \$5,623.07

F.I.S.H of Park Ridge

Program Overview: Provides free round trip escorted transportation to out-patient medical appointments to residents of Maine Township.
Program to Fund: Funding request is to continue to support this transportation program.
Agency Partners: F.I.S.H. partners with Maine Township to provide full-time coverage of incoming calls.
Funding Request: \$ 1,500.00
Residents Served in Program Seeking Funding: 26
Reviewer Score: 70/100
Recommended Funding Amount: \$1,500.00

Frisbie Senior Center 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. In 2022, Feed My Sheep provided 2,729 individual meals.

Agency Partners: Frisbie Senior Center and in-kind donations from Panera Bread, Oak Farms Market, Gordon Foods Service, Long Horn Steakhouse, KFC, House of Cakes, and other community meal programs. **Funding Request:** \$5,500.00

Meals Served in Program Seeking Funding: +/- 350 Reviewer Score: 89/100 Recommended Funding Amount: \$ 5,500.00

Hands-On Suburban Chicago (HOSC)

Program Overview: Recruits and connects volunteers through its searchable database 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 RSVP programs to mobilize individuals to become volunteers.

Agency Partners: City of Des Plaines, Elk Grove/Maine Townships, local school/park districts, and local organizations i.e. Center of Concern, Catholic Charities, Salvation Army, etc.

Funding Request: \$8,000.00

Residents Served in Program Seeking Funding: 81 Des Plaines residents were placed in Des Plaines nonprofits.

Reviewer Score: 73/100 **Recommended Funding Amount:** \$5,262.62

Attachment 2

Hopeful Beginnings

Program Overview: The agency's Teen Parenting Support Program provides counseling, adoption services and other supportive services to women and teens facing unplanned pregnancies.

Program to Fund: Funding will continue to support both of the maternal health and teen parenting program for 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.

Funding Request: \$6000.00

Residents Served in Program Seeking Funding: 23 **Reviewer Score:** 68/100 **Recommended Funding Amount:** \$ 4,902.16

JOURNEYS | The Road Home

Program Overview: JOURNEYS provide three interdependent, year-round programs for its clients in need: Emergency PADS Shelter Program, HOPE 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 the Alliance to End Homelessness in Suburban Cook County (including other homeless service providers), AHAND (Associates of Homeless Advocates in the North/Northwest District) including funded homeless service providers, United Palatine Coalition, and the Palatine Chamber of Commerce.

Funding Request: \$5000.00 Residents Served in Program Seeking Funding: 60 Reviewer Score: 73/100 Recommended Funding Amount: \$5,000.00

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: 39
Reviewer Score: 78/100
Recommended Funding Amount: \$ 5,623.07

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: \$5,000.00 Residents Served in Program Seeking Funding: 18 Reviewer Score: 71/100 Recommended Funding Amount: \$5,000.00

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 following programs/services: direct civil legal representation, advocacy, and counseling services for victims of domestic violence/sexual assault and their children.

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. Life Span is working with KAN-WIN and Apna Ghar (Our Home) who serve East and Southeast Asian Immigrant populations who are traditionally been linguistically and culturally isolated from seeking legal remedies. Life Span services free of charge.

Funding Request: \$5,000 Residents Served in Program Seeking Funding: 242 Reviewer Score: 81/100 Recommended Funding Amount: \$5,000.00

MaineStay Youth and Family Services:

Program Overview: MaineStay provides affordable access to mental health services for all Maine Township residents. Services for youth include summer camp, cooking class and art, yoga improv, poetry-writing programs, as well as psychoeducation groups.

Program to Fund: Funding request is to expand their counseling services to Maine West High School students and their families. Goal is to provide access to these individuals that may have barriers (language, transportation, familiarity) to coming to the MaineStay office for these services. Request is to cover the salary /benefits of a therapist providing 8 hours/week of clinical services.

Agency Partners: District #63, Josselyn, Big Brothers Big Sisters, Culinary Youth Age Specialist (cooking class) and Buddha Belly Kids Yoga (Yoga Program) and Maine West High School Funding Request: \$25,000.00 Residents Served in Program Seeking Funding: 150 Reviewer Score: 87 Recommended Funding Amount: \$6,271.88

Maryville Family Behavior Health Clinic (FBHC)

Program Overview: FBHC provides various mental health services including substance use disorders, counseling and intervention DUI risk education/counseling, court mandated anger and pharmacological management. **Program to Fund:** FBHC is requesting support to cover the costs of services not covered by insurance. **Agency Partners:** Local hospitals, mental health facilities/centers and school districts. Partnered with the Police Department, public library, and Oakton Community College hosting (4) trainings on the usage of NARCAN for the treatment/reversal.

Funding Request: \$5,000.00 Residents Served in Program Seeking Funding: 28 Reviewer Score: 68/100 Recommended Funding Amount: \$4,902.16

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: \$4,000.00 Residents Served in Program Seeking Funding: 72 Reviewer Score: 75/100 Recommended Funding Amount: \$4,000.00

National Alliance on Mental Illness- Cook County North Suburban (NAMI)

Program Overview: NAMI CCNS mission is to improve the lives of individuals with mental illness and those who love and care for them through education, support, and advocacy.

Program to Fund: Funding request is to support NAMI programs. All programs are free and open to the community.

Agency Partners: Pillar Clinical Research, LLC, Youth Services of Glenview/Northbrook, Peer Services, AMITA Health, etc.

Funding Request: \$5,000.00 Residents Served in Program Seeking Funding: 150 Reviewer Score: 65/100 Recommended Funding Amount: \$4,685.89

North Shore Senior Center-NSSC

Program Overview: NSSC is a Senior Services Agency that serves Maine Township residents aged 60+and adults with disabilities 18+ with 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: 1330 Reviewer Score: 94/100 Recommended Funding Amount: \$ 6,776.52

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: \$5,200.00

Residents Served in Program Seeking Funding: 53

Reviewer Score: 75/100

Recommended Funding Amount: \$5,200.00

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 hotline, intervention, advocacy, 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. Last year Victim of Crime Act (VOCA) funding was reduced by 50% with NWCASA receiving \$664,000.00. Funding for this year will be announced in May 2023.

Funding Request: \$20,000.00 Residents Served in Program Seeking Funding: 31 Reviewer Score: 74/100 Recommended Funding Amount: \$ 5,334.71

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 emergency assistance that is not readily available through local agencies and money management, career counseling and creating a budget.

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 as well as contacting other local agencies to avoid duplication.

Funding Request: \$20,000.00 Residents Served in Program Seeking Funding: 345 Reviewer Score: 87/100 Recommended Funding Amount: \$ 9,640.47

Northwest Suburban Day Care Center

Program Overview: Provides high quality daycare for children aged 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 Fund and private citizens.

Funding Request: \$10,000.00

Residents Served in Program Seeking Funding: 16

Reviewer Score: 69/100

Recommended Funding Amount: \$4,974.25

Open Communities

Program Overview Open Communities provides advocacy, education and resource for tenants and landlords. **Program to Fund:** Funding requests is for the continual support for the Fair Housing Enforcement Program and Housing Counseling and Education Programs.

Agency Partners: Open Communities collaborate/receives community support from libraries, community centers, social service agencies as well as donors and foundations.

Funding Request: \$10,000.00 Residents Served in Program Seeking Funding: 26 Reviewer Score: 78/100 Recommended Funding Amount: \$ 5,623.07

Self Help Closet and 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. **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: \$20,000.00

Residents Served in Program Seeking Funding: 515/month.

Reviewer Score: 95/100

Attachment 2

Recommended Funding Amount: \$ 6,848.61

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 funding towards clinical program providing services to youth and their families.

Agency Partners: Maine West High School caseworker and Shelter staff collaborating on behalf of residents residing in various shelter programs, local youth service providers, homeless prevention services, and quarterly community educational series open to local agencies and residents.

Funding Request: \$5,000.00 Residents Served in Program Seeking Funding: 17 Reviewer Score: 66/100 Recommended Funding Amount: \$4,757.98

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: 137 Reviewer Score: 75/100 Recommended Funding Amount: \$5,406.80

The Bridge Youth & Family Services

Program Overview: The Bridge's Crisis Intervention program provides free services to Des Plaines youth who have runaway, are locked-out, suicidal or homeless and need immediate intervention. The primary goal of the of the Crisis Intervention is to reunify youth aged 11-17 with their parents and to prevent them from entering DCFS or juvenile detention system.

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: 12
Reviewer Score: 74/100
Recommended Funding Amount: \$5,000.00

Program Overview: The Harbour, Inc. provides an emergency shelter for females and transgender youth, crisis intervention and education and a 24-hour hotline. They also provide transitional housing to all youth aged 16-23 through scattered-site apartments with rent subsidies.

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, 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: \$5,000.00 Residents Served in Program Seeking Funding: 5 Reviewer Score: 74/100 Recommended Funding Amount: \$5,000.00

The Josselvn Center

Program Overview: The Josselyn Center provides comprehensive mental health services which include medication monitoring, therapy/counseling, case management, psychological testing, and psychiatric evaluation. The Josselyn Center also offers their services at Maine Stay Youth and Family Services 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: Formal partnerships with agencies include: being a supportive service provider for psychiatrist services at Maine Township's MaineStay Youth and Family Services, hosts Psychiatry Fellowships from Rush University, provides counseling for housing insecure clients of Connections for the Homeless, Illinois Association for Behavioral Health, NorthShore University Health System, certifies/ trains community members in Mental Health First Aid, an international program to teach non clinical individuals about mental health symptoms and how to refer people to help.

Funding Request: \$12,000.00 Residents Served in Program Seeking Funding: 245 Reviewer Score: 92/100 Recommended Funding Amount: \$ 6,632.34

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: 11

Reviewer Score: 71/100

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: 800+
Reviewer Score: 72/100
Recommended Funding Amount: \$2,000.00

Viator House of Hospitality (VHH)

Program Overview: VHH provides an alternative for adult male immigrants seeking asylum that have aged out of juvenile detention facilities are often released to temporary shelters that offer no support. VHH is a 501 (c) 3 that provides support/resources (language skills, legal resources, attend school, find jobs, etc.) that assist these individuals with skills to accomplish their goals.

Program to Fund: Funding request is to help support the operational cost of running the organization. **Agency Partner:** Clerics of St. Viator, Immigrant Children's Protection Project, and Faith Community Partners. **Funding Request:** \$10,000.00

Residents Served in Program Seeking Funding: 25 **Reviewer Score:** 65/100 **Recommended Funding Amount:** \$ 4,685.89

Women In Need Getting Stronger (W.I.N.G.S.)

Program Overview: WINGS provides emergency housing for women and their children who are fleeing domestic violence. Additional services include counseling, case management, advocacy (legal, employment and education) and transportation assistance.

Program to Fund: Funding request is to help support the cost of providing this program.

Agency Partner: Alliance to End Homelessness, Harper East Learning and Career board, Suburban Alliance Against Domestic Violence, Community hospitals, Childrens Legal Center, Apnar Ghar and Northwest Compass and Salvation Army's PAIP Program.

Funding Request: \$10,000.00 **Residents Served in Program Seeking Funding:** 10 **Reviewer Score:** 74/100

Recommended Funding Amount: \$ 8,703.30

CITY OF DES PLAINES

RESOLUTION R – 82 – 23

A RESOLUTION AUTHORIZING THE DISBURSEMENT OF SOCIAL SERVICES FUNDS TO THIRTY-EIGHT SOCIAL SERVICE AGENCIES.

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 \$210,000 during the 2023 fiscal year for disbursement to social services agencies that provide services to Des Plaines residents ("Social Services Funding"); and

WHEREAS, the City Health and Human Services Division has received and reviewed applications for Social Services Funding from various social services agencies that serve the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City to disburse the Social Services Funding in the manner set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des

Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part

of, this Resolution as the findings of the City Council.

SECTION 2: APPROVAL AND AUTHORIZATION TO DISBURSE FUNDS. The

City Council hereby approves, and the City Manager is hereby authorized to make, the

disbursement of the Social Services Funding to the following social services agencies as follows:

Agency Name	
Advocate Lutheran General's Older Adult Services	\$5,262.62
Alliance for Immigrant Neighbors	\$4,902.16
Avenues to Independence	\$4,541.71
Bessie's Table	\$3,000.00
Center of Concern	\$17,209.06
Children's Advocacy Center of Northwest Cook County	\$5,190.53
Clean Up-Give Back.org	\$6,992.79
Community Backpack Project	\$5,046.34
Connections for the Homeless	\$5,000.00

Des Plaines Community Foundation	\$5,623.07
Frisbie Senior Center- Feed My Sheep	\$5,500.00
F.I.S.H. of Park Ridge	\$1,500.00
Hands-On Suburban Chicago	\$5,262.62
Hopeful Beginnings of St. Mary's Services	\$4,902.16
Journeys: The Road Home	\$5,000.00
Korean American Women in Need	\$5,623.07
Kenneth Young Center	\$5,000.00
Life Span	\$5,000.00
MaineStay Youth and Family Services	\$6,271.88
Maryville Family Behavioral Health Center	\$4,902.16
Maine Niles Association of Special Recreation	\$4,000.00
National Alliance on Mental Illness-CCNS (NAMI)	\$4,685.89
North Shore Senior Center	\$6,776.52
Northwest Housing Partnership-Handyman Program	\$5,200.00
Northwest Center Against Sexual Assault	\$5,334.71
Northwest Compass, Inc.	\$9,640.47
Northwest Suburban Day Care Center	\$4,974.25
Open Communities	\$5,623.07
Self-Help Food Closet & Pantry of Des Plaines	\$6,848.61
Shelter, Inc.	\$4,757.98
Suburban Primary Health Care Council	\$5,406.80
The Bridge Youth & Family Services	\$5,000.00
The Harbour, Inc.	\$5,000.00
The Josselyn Center	\$6,632.34
The Salvation Army Metro. Div. PAI Program	\$3,000.00
Trinity Lutheran Church- 5 Loaves/2 Fishes Ministry	\$2,000.00
Community Luncheon	φ2,000.00
Viator House of Hospitality	\$4,685.89
W.I.N.G.S.	\$8,703.30
Total	\$210,000.00

<u>SECTION 3</u>: <u>EFFECTIVE DATE</u>. 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

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

MAYOR

DP-Resolution Authorizing the Disbursement of Social Service Funds to 38 Agencies 2023

NEW BUSINESS #4A.

DES PLAINES

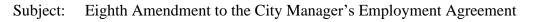
CITY MANAGER'S OFFICE

1420 Miner Street Des Plaines, IL 60016 P: 847.391.5488 desplaines.org

MEMORANDUM

Date: April 5, 2023

- To: Mayor and Members of City Council
- From: Michael G. Bartholomew, City Manager



Attached is a resolution and eighth amendment to the City Manager's employment agreement for your consideration.

Attachments: Resolution R-83-23 Exhibit A

CITY OF DES PLAINES

RESOLUTION R - 83-23

A RESOLUTION APPROVING AN EIGHTH AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF DES PLAINES AND MICHAEL G. BARTHOLOMEW.

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 and Michael G. Bartholomew entered into a City Manager Employment Agreement dated as of April 16, 2012, as amended by the First Amendment to the Agreement on November 4, 2013, the Second Amendment to the Agreement on July 20, 2015, the Third Amendment to the Agreement on April 2, 2018, the Fourth Amendment to the Agreement on April 21, 2019, the Fifth Amendment to the Agreement on September 8, 2020, the Sixth Amendment to the Agreement on April 19, 2021, and the Seventh Amendment to the Agreement on May 16, 2022 (collectively, "Agreement"), pursuant to which the City agreed to employ Mr. Bartholomew, and Mr. Bartholomew agreed to be employed by the City, to perform the duties of City Manager of the City of Des Plaines; and

WHEREAS, the City and Mr. Bartholomew desire to enter into an Eighth Amendment to the City Manager Employment Agreement to amend the Agreement regarding Mr. Bartholomew's annual base salary ("*Eighth Amendment*"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Eighth Amendment;

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 EIGHTH AMENDMENT. The City Council hereby approves the Eighth 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: <u>AUTHORIZATION TO EXECUTE EIGHTH AMENDMENT</u>. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, the final Eighth Amendment.

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

PASSED this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

EIGHTH AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF DES PLAINES AND MICHAEL G. BARTHOLOMEW

THIS EIGHTH AMENDMENT is made and entered into as of the 17th day of April, 2023, by and between the City of Des Plaines, an Illinois home rule municipal corporation ("*Employer*"), and Michael G. Bartholomew ("*Employee*"). In consideration of the recitals and mutual covenants and agreements set forth in this Eighth Amendment, the receipt and sufficiency of which are hereby acknowledged and agreed, the Employer and Employee agree as follows:

Section 1. Recitals.

A. The Employer and the Employee entered into the "City Manager Employment Agreement" dated as of April 16, 2012, as amended by the First Amendment to the Agreement on November 4, 2013, the Second Amendment to the Agreement on July 20, 2015, the Third Amendment to the Agreement on April 2, 2018, the Fourth Amendment to the Agreement on April 21, 2019, the Fifth Amendment to the Agreement on September 8, 2020, the Sixth Amendment to the Agreement on April 19, 2021, and the Seventh Amendment to the agreement on May 16, 2022 (collectively, "*Agreement*"). Pursuant to the Agreement, the Employer agreed to employ the Employee, and the Employee agreed to be employed by the Employer, to perform the duties of City Manager of the City of Des Plaines.

B. Section 3 of the Agreement sets forth the annual base salary that the Employer agreed to pay the Employee in exchange for the performance by the Employee of the duties of City Manager of the City of Des Plaines. Under the Agreement, the annual base salary is currently \$267,920.

C. Section 1.2 of the Agreement provides that the Agreement may be modified in writing by mutual agreement of the parties, and Section 3.3 of the Agreement provides that the Employer can increase the compensation of the Employee based on the results of a performance evaluation process set forth in Section 12 of the Agreement.

D. Pursuant to Section 1.2, Section 3.3, and Section 12 of the Agreement, the Employer and the Employee desire to further amend the Agreement to increase the Employee's annual base salary.

E. The parties therefore hereby amend the Agreement as follows:

Section 2. Eighth Amendment to the Agreement.

Section 3.1 of the Agreement is hereby amended to read as follows:

"Section 3: Compensation

1. Base Salary: Employer agrees to pay Employee an annual base salary of \$_____, payable in installments at the same time that the other management employees of the Employer are paid."

Section 3. Effect; Effective Date.

All terms, conditions and provisions of the Agreement that are not expressly amended or modified by this Eighth Amendment shall remain unchanged and in full force and effect as if fully set forth herein. To the extent that the terms and provisions of this Eighth Amendment

{00131719.2}

conflict with the Agreement, the terms and provisions of this Eighth Amendment will control. The effective date of this Eighth Amendment is April 21, 2023.

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

ATTEST:

CITY OF DES PLAINES

By: _____ Jessica Mastalski, City Clerk

By: Andrew Goczkowski, Mayor

Date: _____

Date:

WITNESS:

MICHAEL G. BARTHOLOMEW

By: ______ Jessica Mastalski, City Clerk

Date: _____

Date: _____



CITY MANAGER'S OFFICE

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

MEMORANDUM

Date: April 10, 2023

To: Mayor Goczkowski and Aldermen of the City Council

From: Michael G. Bartholomew, City Manager

Subject: Amendments to the City Code Regarding Term Limits

Pursuant to City Council Resolution R-21-23, a referendum was placed on the ballot for the April 4, 2023 election (*"Referendum"*). The Referendum asked whether the City of Des Plaines should prohibit all of its elected officials from serving more than two total terms, whether consecutive or not. Based on Cook County voting results, the Referendum passed by a vote of 64% Yes to 36% No.

The City Attorney has prepared the attached ordinance implementing the Referendum. The following is an explanation of how the previously existing term limit restriction set forth in the City Code and the new term limit restrictions imposed by the Referendum will apply to present and future elected officials.

I. <u>Term Limit Restrictions and General Principles</u>.

- The existing term limit restriction in the City Code that prohibits an elected official from serving two *consecutive* four-year terms ("*Existing Consecutive Limit*") continues to apply to all elected officials currently, or in the future, holding office.
- The new term limit restriction approved by Referendum that prohibits an elected official from serving more than two total four-year terms ("*New Total Limit*") applies prospectively only, starting with the terms that will commence in May 2023. This means that any existing term or terms served prior to the Referendum do not count in applying the New Total Limit.
- Under State statute, term limits apply to each elected office separately. So, an individual that serves two total terms as Clerk, may serve two terms as an Alderman, and also two terms as Mayor.
- II. <u>Application of Term Limits</u>.

The following explains how these term limit restrictions will apply.

• <u>Scenario One</u>: For a non-incumbent who starts their first term as Alderman in May 2023, the New Total Limit applies. Thus, this Alderman-elect may only hold the office of Alderman for two total terms, whether consecutive or not. The term starting in May 2023 counts as one of those two terms. This Alderman-elect could serve two consecutive terms as Alderman, or this Alderman could serve one term, then go off the Council, and then come back to serve one additional term, for a total of two

total terms. Any terms served previously by this individual would not count toward the New Total Limit.

- <u>Scenario Two</u>: For an incumbent Alderman who has just been reelected to a second, consecutive term as Alderman This Alderman is still bound by the Existing Consecutive Limit. This means that this Alderman must step down after completing their upcoming second consecutive term because more than two consecutive terms are still prohibited. However, this Alderman's immediately preceding term and any prior terms before that do not count toward the New Total Limit. This means that after completing the upcoming second consecutive term, and after taking time off from the Council, this Alderman could run again for one additional term.
- <u>Scenario Three</u>: For an Alderman in the middle of their first term as Alderman in May 2023 -- This Alderman is still bound by the Existing Consecutive Limit. This means that this Alderman could be elected to an additional term following the existing term. After that, this Alderman would have to step down because more than two consecutive terms are still prohibited. However, this Alderman's existing term does not count toward the New Total Limit. This means that after completing the two consecutive terms (only the second of which counts toward the New Total Limit), and after taking time off from the Council, this Alderman could run again for one additional term.
- <u>Scenario Four</u>: For an Alderman in the middle of their second consecutive term as Alderman in May 2023- This Alderman is still bound by the Existing Consecutive Limit. This means that this Alderman must step down after completing their current, second consecutive term because more than two consecutive terms are still prohibited. However, this Alderman's existing term and any prior terms do not count toward the New Total Limit. This means that after completing the current, second consecutive term, and after taking time off from the Council, this Alderman could run again for two additional terms, whether consecutive or not.

CITY OF DES PLAINES

ORDINANCE M - 84 - 23

AN ORDINANCE AMENDING THE CITY CODE REGARDING TERMS LIMITS.

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

WHEREAS, pursuant to Article VII, Section 6(f) of the Illinois Constitution, the City has the home rule authority to provide for its officers, their manner of selection and terms of office as provided by referendum or as otherwise authorized by law; and

WHEREAS, Section 1-7-2 of the Des Plaines City Code provides that the number of terms of office of each elected city official is limited to no more than two consecutive four-year terms; and

WHEREAS, pursuant to Resolution R-147-22, the City Council previously placed a public question on the November 8, 2022 ballot as to whether the term limits in Section 1-7-2 for Des Plaines elected officials other than the Mayor should be eliminated, which referendum failed; and

WHEREAS, pursuant to Resolution R-21-23, the City Council placed a public question on the April 4, 2023 ballot as to whether all Des Plaines elected officials should be prohibited from serving more than two total terms, whether consecutive or not, which referendum passed;

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:

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

SECTION 2: CODE AMENDMENT. Section 1-7-2, titled "Term of Office," of Chapter 7, titled "City Officials," of Title 1, titled "Administrative," of the City Code of the City of Des Plaines, is amended to read as follows:

"All officers appointed shall hold their offices during the calendar year in which they are appointed and until their successors are appointed and qualified, unless otherwise specifically provided by law or direction of the city council at the time of such appointment. Effective upon the passage and certification of the referendum on April 4, 2023, the number of terms of office of each elected city official is limited to no more than two four-year terms of office, whether consecutive or not." **SECTION 3: EFFECTIVE DATE.** This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by 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