



CITY COUNCIL AGENDA

Monday, August 7, 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

PRAAYER

PLEDGE OF ALLEGIANCE

PROCLAMATION

MARYVILLE ACADEMY'S 140TH ANNIVERSARY

PUBLIC HEARING

Consideration of Zoning Text Amendments to Amend the Term "Convenience Mart Fueling Station" to Include Electric Vehicle Charging and to Establish the Use as Permitted in the C-3 and C-4 Districts with Specific Use Standards and Revised Parking and Minimum Lot Size Requirements – **FIRST READING**
– **ORDINANCE Z-17-23**

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-140-23:** Awarding the Bid for the Façade Rehabilitation Program for the Des Plaines Public Library South Wall to Otto Baum Company, Inc. in the Amount of \$36,360. Budgeted Funds – Facilities Replacement.
2. **RESOLUTION R-141-23:** Awarding the Bid for the Façade Rehabilitation Program for the City of Des Plaines Public Works Building and City of Des Plaines Civic Center to Otto Baum Company, Inc. in the Amount of \$124,200. Budgeted Funds – Facilities & Grounds Maintenance.
3. **RESOLUTION R-143-23:** Awarding the Bid for the 2023 Sign Replacement Program – District 5 to Misfits Construction Co. in the Amount of \$219,518. Budgeted Funds – Capital Projects and Grant Projects.
4. **RESOLUTION R-144-23:** Awarding the Bid for 2023 Des Plaines Parking Structures Maintenance Repairs Contract to Low Bidder J. Gill and Company, Tinley Park, Illinois in the Amount of \$230,445. Budgeted Funds – City Owned Parking Fund/R&M Buildings & Structures.
5. **RESOLUTION R-145-23:** Approving Change Order No. 1 to the Contract with Era Valdivia Contractors, Inc., Chicago, Illinois in the Amount of \$16,100.00 and Change Order No. 2 in the Amount of \$18,577.00 for Painting of the Dulles Water Tank
6. **RESOLUTION R-146-23:** Approving Union Pacific Railroad Reimbursement Agreements for Preliminary Engineering Services for S-Curve Underpass and Algonquin Road Grade Separation Projects in the Amount of \$85,000. Budgeted Funds – Capital Projects.
7. **RESOLUTION R-147-23:** Adopting the Community Development Block Grant (CDBG) Program Year 2023 (PY2023) Annual Action Plan
8. Minutes/Regular Meeting – July 17, 2023

UNFINISHED BUSINESS

1. **SECOND READING – 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 (*deferred from 4/17/2023 City Council Agenda pending property repairs*)
2. **SECOND READING – Z-13-23:** Consideration of a Conditional Use Permit for a Food Processing Establishment (Kimchi Production) at 984 Lee Street
3. Approving the Appointments to the Library Board of Trustees from the June 19, 2023 City Council Agenda of Nazneen Kapadia and Rachel Rice, Terms to Expire 7/17/26 (*deferred from 7/17/2023 City Council Agenda*)
4. Approving the Reappointments to the Library Board of Trustees from the June 19, 2023 City Council Agenda of Lisa Du Brock, Kristen Graack, Christine Halblander, Dr. Gregory Sarlo, and Michelle Shimon - Terms to Expire 7/17/25 and of Nicholas Harkovich and Denise Hudec - Terms to Expire 7/17/26 (*deferred from 7/17/2023 City Council Agenda*)

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Dick Sayad, Chair
 - a. Warrant Register in the Amount of \$6,800,269.93 – **RESOLUTION R-148-23**

2. **COMMUNITY DEVELOPMENT** – Alderman Colt Moylan, Chair
 - a. Consideration of a Conditional Use for Auto Service Repair and Motor Vehicle Sales at 1065 Lee Street – **FIRST READING – ORDINANCE Z-18-23**
 - b. Consideration of a Conditional Use for a Commercially Zoned Assembly Use for the Property Located at 81 North Broadway Street – **FIRST READING – ORDINANCE Z-19-23**
 - c. Consideration of a Zoning Text Amendment to Allow Private Schools on the 700 Block of Lee Street in the C-5 District with a Conditional Use Permit – **FIRST READING – ORDINANCE Z-20-23**
 - d. Consideration of a Conditional Use and Major Variations for a Private School (Existing Building with Proposed Site/Parking Lot Alterations) at 733 Lee Street: Islamic City Center of Des Plaines Academy (ICCD A) – **FIRST READING – ORDINANCE Z-21-23**
 - e. Consideration of a Conditional Use for a Commercially Zoned Assembly at 733 Lee Street (Islamic City Center of Des Plaines Academy (ICCD A)) – **FIRST READING – ORDINANCE Z-22-23**

OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER**ADJOURNMENT**

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

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



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: July 24, 2023
To: Aldermen
From: Andrew Goczkowski, Mayor AG.
Cc: Michael G. Bartholomew, City Manager
Subject: Proclamation

At the beginning of the August 7, 2023 City Council Meeting, we will be issuing a Proclamation declaring the 14th of August as Maryville Academy's 140th Anniversary.

OFFICE OF THE MAYOR

CITY OF

DES PLAINES, ILLINOIS

WHEREAS, *Maryville was founded in Des Plaines in the year 1883 and has been committed to providing protection and guidance to children; and*

WHEREAS, *the challenges that children and families face have changed over the years, Maryville's commitment to healing children, strengthening families and building a better community has never wavered; and*

WHEREAS, *Maryville has focused on some of our society's most critical issues; and*

WHEREAS, *the range of programs includes serving children and families in four service areas: family, residential, healthcare and educational; and*

WHEREAS, *thousands of children's lives are made better, safer and more joyful every year because Maryville exists.*

Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim August 14 as

MARYVILLE ACADEMY'S 140th ANNIVERSARY

Dated this 7th day of August 2023.

Andrew Goczkowski, Mayor


 COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: July 27, 2023

To: Michael G. Bartholomew, City Manager

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

Subject: Zoning Text Amendments to Amend the Term “Convenience Mart Fueling Station” to Include Electric Vehicle Charging and to Establish the Use as Permitted in the C-3 and C-4 Districts with Specific Use Standards and Revised Parking and Minimum Lot Size Requirements

Issue: The City Council is holding a public hearing to consider the following text amendments to the **Zoning Ordinance:** (i) amend a term definition in Section 12-13-3 to broaden “Convenience Mart Fueling Station” to “Convenience Mart Fueling *or* Charging Station;” (ii) establish “Convenience Mart Fueling or Charging” as a permitted use in the C-3 General Commercial and C-4 Regional Shopping Districts on zoning lots of at least 15,000 square feet; (iii) establish off-street parking requirements for “Convenience Mart Fueling or Charging Station” based on the existing requirements for “Convenience Mart Fueling Station,” with additional contemplation of electric vehicle charging spaces; and (iv) create a new Section 12-8-15 to establish specific use standards that would apply to all Convenience Mart Fueling or Charging Stations.

PIN: Citywide

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

Case Number: #23-049-TA

Request Description: The City of Des Plaines is proposing amending the Zoning Ordinance to change the regulations surrounding the “Convenience Mart Fueling Station” use (i.e., gas stations with full convenience stores) to include the possibility for electric vehicle charging. Further, the amendments contemplate the minimum parking requirement for a combination gas-electric station or standalone electric station with retail (also known as an “electric vehicle charging hub”), and to establish the new use as a permitted use in the C-3 and C-4 Districts, subject to newly established specific use standards.

Background

On September 19, 2022, staff presented to the City Council consideration of Ordinance Z-29-22, which under the Zoning Ordinance would have reclassified two current *conditional* uses – “convenience mart fueling station” and “motor vehicle sales” (i.e., car dealerships) – as *permitted* uses in various zoning districts. In addition, that Ordinance would have set up use standards, or rules that apply specifically to those types of businesses, given their possible sensitivity. The use standards were designed to cover issues such as signs,

lighting, landscaping, compliance with all other agency regulations (i.e., state, federal, etc.), and potential nuisances like noise and odor. Addressing these issues has often been incorporated as approval conditions within conditional use ordinances. By reclassifying uses as permitted instead of conditional, the City can create a shorter business start-up time, with greater certainty of their ability to open, while still protecting for common issues through the use standards. Obtaining a conditional use takes on average 90 days.

However, the Council directed staff that because the two uses were different, any proposed changes to their start-up or approval process should be considered as separate ordinances. Further, the Council seemed to view the appropriateness of reclassifying both convenience mart fueling and motor vehicle sales differently. There was generally more support for reclassifying convenience mart fueling than for motor vehicle sales. Staff presented that the similar use, “auto filling station,” is already a permitted use in the C-3 and C-4 Districts. The item was deferred indefinitely.

Staff is now asking the Council to consider a similar item that does not include motor vehicle sales but does address convenience mart fueling. These amendments carry over the same intent from 2022: to establish a permitted use process as opposed to the current conditional use, with a lower threshold for minimum lot area and newly established use standards to address the typical issues the use may present. However, these amendments also add the potential for including electric vehicle charging to part of the convenience mart concept. Although the amendments if approved would create a general “by right” opportunity – meaning the use could be established without having to get approval of the City Council – where a proposal involves altering the approved uses within a Planned Unit Development (PUD), such as Orchards at O’Hare, approval of the City Council would still be necessary (i.e, Major Change to PUD).

Convenience Mart Fueling and Charging vs. Auto Filling Station and Other Uses

A convenience mart fueling station, with or without electric vehicle charging, is typically a more robust and desirable business than an auto filling station, where a gas station has only a small building instead of a larger convenience store building that typically brings more customers and commercial activity. Attached is a photo showing a comparison of the two business types in Des Plaines.

The business model in consumer motor fuel is moving away from relying on sales of fuel itself as its main source of revenue,¹ with the proliferation of electric vehicles likely to accelerate this trend. Generally, cities find convenience mart fueling preferable to a barebones, gas-only (or gas plus limited other items) operations. Convenience marts can provide a neighborhood-scale resource for food staples to augment grocery stores; they also can generate more revenue – namely sales tax – than a fuel-focused business. When an auto filling station is proposed to be converted to have a larger retail component, this is usually embraced by cities. Staff is aware of one such current plan in Des Plaines, involving the auto filling station at 1222 Lee Street (southwest corner of Lee Street and Algonquin Road). Consider that “Convenience Retail Store,” “Restaurant, Class B” and “Retail Goods Establishment” are already permitted uses in C-3 and C-4.

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

¹ White, Marta C. (2022, March 10). “Economics of a gas station.” NBC News. Accessed 20 July 2023 at <https://www.nbcnews.com/business/business-news/economics-gas-station-rcna19516>.

If the amendments in attached Ordinance Z-17-23 are approved and a future business applicant encounters a hardship or unique circumstance with the newly proposed standards, they could seek a variation. However, major variations are akin to conditional uses in start-to-finish time (average 90 days), so staff’s intent is to create across-the-board rules that would hopefully not steer a use into a needed variation and instead promote compliance. Note that building permits for convenience mart fueling or charging stations would require a zoning approval based on the Site Plan Review factors of Section 12-3-2. These factors cover a range of issues and allow staff to require changes to plans when, for example, the use on the specific property creates an unsafe or illogical circulation pattern.

Proposed Amendments

All proposed amendments are contained in Ordinance Z-17-23. The following is a summary:

- In the Commercial Districts Use Matrix (Section 12-7-3, Table 3), convenience mart fueling or charging – as newly defined in Section 12-13-3 – would become a permitted use in C-3 and C-4 on sites of 15,000 square feet or more. The minimum lot area is reduced from the previous 20,000 square feet because staff is aware of existing auto filling station properties that lie between these two numbers but are candidates for an upgrade or investment. Encouraging this investment will likely be easier through a permitted use. Under these amendments, a convenience mart fueling or charging station would nonetheless be required to provide the minimum parking and design a reasonable circulation and access pattern, but it eliminates the automatic disqualification for sites smaller than 20,000 square feet.
- Previously granted conditional use permit ordinances are in full force and effect—in other words, the business- and property-specific deliberations in the past are still relevant. The process change applies to new uses after August 21, 2023.
- A new Section 12-8-15 is created, titled “Convenience Mart Fueling or Charging Stations.”
 - Parking and Loading:
 - Except for spaces adjacent to fuel pumps, requires appropriate identification and marking of the various types of required spaces (e.g., through signs or striping). Electric vehicle charging spaces are already defined in the Zoning Ordinance and required to have striping identifying them for charging.
 - Requires that spaces serving the retail portion be located close to the retail entrance.
 - Landscaping:
 - Must submit and implement a landscape plan when required by the landscape chapter of the Ordinance.
 - Environmental Performance Standards
 - Reinforces the requirement of the use to comply with the strictest of local, county, state, or federal requirements regarding noise, smell, toxic materials, and all other common safety or operational issues.
 - Sets the expectation for lighting plans and details that must be approved, with some latitude given to the Zoning Administrator regarding examination of existing lighting or installation of new lighting (e.g., requirement for a photometric plan).
 - Signs:
 - Reinforces the requirement to follow the sign chapter (Chapter 12-11) and requires that signs be designed to minimize effects on adjacent property.
 - Prohibits installation on fences, light poles, etc.
- Section 12-9-7 (Off-Street Parking) is updated to clarify that an electric vehicle charging space is required at each charging port.

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;

The Comprehensive Plan calls for strengthening commercial corridors and industrial areas (Chapter 3: Economic Development). C-3 is the most common commercial district, and C-4 general commercial consists of several prominent developments at major corners (e.g., Lee Street and Oakton Street Golf Road and Elmhurst Road). Enabling start-up ease for businesses is likely to help with addressing vacant properties or allowing upgrades to existing properties in these corridors or at these intersections.

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

In its commercial corridors, Des Plaines has existing convenience mart fueling stations or auto filling stations that may be eventually converting into convenience mart fueling or charging. Allowing this use to sustain broadly throughout Des Plaines is consistent with the character of the City overall.

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

The amendments should not affect public facilities and services.

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

By balancing business and private property needs through reasonable restrictions that address aesthetics and character, the amendments should not have an adverse effect on property values. In particular, the newly proposed specific use regulations intend to allow the reasonable use of property without inhibiting the enjoyment of property by adjacent owners and users.

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

The amendments are part of an intentional effort to improve continually the business-friendly climate of Des Plaines, while balancing the need to ensure well-designed properties and developments that mitigate effects on neighbors and can fit in to a neighborhood or corridor context.

Public Hearing and City Council Action: The Planning and Zoning Board (PZB) typically holds public hearings and votes on recommendations to the City Council regarding zoning text amendments. However, because the Council has discussed similar amendments previously and deferred a related item in 2022, the Council is holding the public hearing and considering these amendments directly. The Council may vote to approve, approve with modifications, or deny the proposed amendments included in approving Ordinance Z-17-23 at the conclusion of the public hearing.

Attachments:

Attachment 1: Comparison Photos of “Auto Filling Station” and “Convenience Mart Fueling Station”

Attachment 2: Example Photo of Combination Gas-Electric Charging Station with Convenience Retail

Ordinance Z-17-23

CONVENIENCE MART FUELING



CONDITIONAL (HARDER)

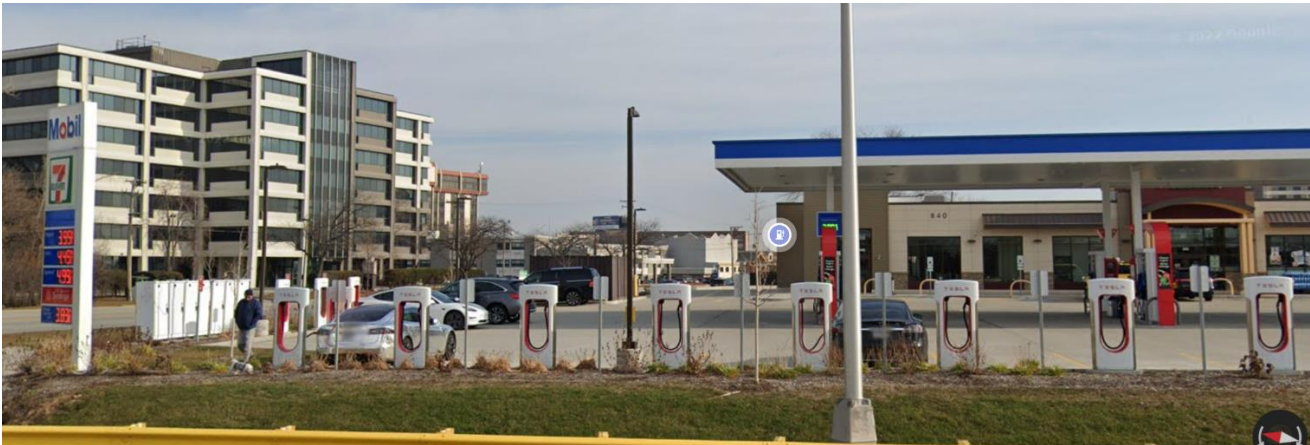
AUTO FILLING STATION



PERMITTED (EASIER)

EXAMPLE COMBINATION CONVENIENCE MART WITH FUELING AND CHARGING:

10909 W. Higgins, Chicago (Higgins and Patton Drive, near O'Hare)



CITY OF DES PLAINES

ORDINANCE Z - 17 - 23

AN ORDINANCE AMENDING THE TEXT OF THE ZONING ORDINANCE OF THE CITY OF DES PLAINES REGARDING CONVENIENCE MART FUELING OR CHARGING STATIONS (CASE# 23-049-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, Section 12-7-3 of the Zoning Ordinance currently provides that convenience mart fueling stations are permitted in the C-3 General Commercial District and C-4 Regional Shopping District only pursuant to a conditional use permit approved by the City Council; and

WHEREAS, after a review of the Zoning Ordinance, City staff proposes to update and amend the Zoning Ordinance to allow convenience marts in combination with the sale of fuel or electricity for vehicle charging and to allow such convenience mart fueling or charging stations as a permitted use in the C-3 General Commercial District and C-4 Regional Shopping District, subject to certain conditions and restrictions (collectively, the "*Proposed Text Amendments*"); and

WHEREAS, a public hearing by the City Council to consider the Proposed Text Amendments was duly advertised in the *Des Plaines Journal* on July 19, 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:

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

SECTION 2. FINDING OF COMPLIANCE. The City Council finds that consideration of the Text Amendments has complied with the provisions of Section 12-3-7 of the Zoning Ordinance.

SECTION 3. COMMERCIAL DISTRICTS USE MATRIX. Subsection 12-7-3.K, Table 3, titled "Commercial Districts Use Matrix," of Section 12-7-3, titled "Commercial Districts

Regulations,” of Chapter 7, titled “Districts,” of the Zoning Ordinance is hereby amended to read as follows:

“12-7-3: COMMERCIAL DISTRICTS REGULATIONS:

* * *

K. Commercial Use Matrix:

TABLE 3

COMMERCIAL DISTRICTS USE MATRIX

P = Permitted use

C = Conditional use permit required

Uses	C-1	C-2	C-3	C-4	C-5	C-6	C-7
*		*		*			
Convenience Mart Fueling <u>or</u> <u>Charging Station</u>			<u>CP</u> ⁴	<u>CP</u> ⁴			
*		*		*			

Notes:

* * *

4. On sites of ~~20,000~~ 15,000 square feet or more. Uses established after August 21, 2023 are classified as permitted. Conditional use permits granted before August 21, 2023 remain in full force and effect and are enforceable. All convenience mart fueling or charging stations are subject to the Specific Use Standards established in Chapter 8 of this Title.

* * *”

SECTION 4. CONVENIENCE MART FUELING OR CHARGING STATIONS.

Chapter 8, titled “Accessory, Temporary, and Specific Use Regulations,” of the Zoning Ordinance is hereby amended to add a new Section 12-8-15 as follows:

“12-8-15: CONVENIENCE MART FUELING OR CHARGING STATIONS

A. Parking and Loading:

1. Except for required spaces adjacent to fuel pumps, parking spaces must be identified on the site plan with appropriate striping or signage.
2. Required off-street parking to accommodate the retail portion of the use shall be positioned near the main entrance of the retail building.

B. Landscaping: Convenience Mart Fueling or Charging Stations must comply with all applicable landscape requirements set forth in Chapter 10 of Title 12 of this Code.

- C. Environmental Performance Standards: Convenience Mart Fueling or Charging stations must comply with all performance standards set forth in Chapter 12 of Title 12 of this Code, including, without limitation, that all exterior lighting shall comply with Section 12-12-10 of this Title, unless any federal, State, County, or local ordinance, law, or regulation establishes a more restrictive standard, in which event the more restrictive standard applies. The Zoning Administrator may require the submission of specifications for existing light fixtures and a photometric plan for any new exterior lighting to demonstrate compliance with the foot-candle limitations set forth in Section 12-12-10 of this title. If required, the photometric plan must include the full property boundaries identified with a thick black line, all foot-candle measurements in and around the property boundaries, and the specifications for all light fixtures.
- D. Signs: All signs proposed for a Convenience Mart Fueling or Charging Station must follow the sign regulations in Section set forth in Chapter 11 of Title 12 of this Code and be designed, positioned, and shielded to minimize adverse effects on adjacent properties. No signs may be installed on fences, light poles, or any other structure, surface, or object that is not part of a permitted sign type listed in this title.”

SECTION 5. OFF-STREET PARKING REQUIREMENTS. Section 7, titled “Off Street Parking Requirements,” of Chapter 9, titled “Off Street Parking and Loading Facilities,” of the Zoning Ordinance is hereby amended to read as follows:

“12-9-7: OFF STREET PARKING REQUIREMENTS:

The parking and loading requirements applicable in each district are set forth below:

	* * *
Automotive fuel <u>and charging</u> ⁴ stations	2 spaces per pump, <u>plus 1 space per port of electric vehicle supply equipment</u> , plus 1 space for every 200 square feet of accessory retail
	* * *

Notes:

* * *

4. When a principal use of the zoning lot,

* * *”

SECTION 6. TERM DEFINITIONS. Section 3, titled “Definition of Terms,” of Chapter 13, titled “Definitions,” of the Zoning Ordinance is hereby amended to read as follows:

“12-13-3: DEFINITION OF TERMS:

* * *

CONVENIENCE MART FUELING **OR CHARGING** STATION: A building, property or structure where the direct retail sale of food items such as cereals, grains, produce, baked goods, dairy products, canned and frozen prepared food products, beverages, cleaning supplies, pet food and supplies, household goods, books and magazines, and other sundry items as well as **dispensed** automotive **energy in the form of fuel, electricity, or a combination of both.** Oils and auto accessories **may also be** available to be purchased by the consumer. "Convenience mart fueling **or charging** station" may also include, as a secondary principal use, a Class B restaurant as defined herein. "Convenience mart fueling **and charging** station" shall not include auto body repair establishments, auto filling stations, auto service repair, car washes, or any use of other type that is otherwise listed specifically in a zoning district as a permitted or conditional use.

* * *

SECTION 7. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law;

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

VOTE: Ayes _____ Nays _____ 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 Amending Zoning Ordinance Regarding Convenience Mart Fueling or Charging Stations



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: July 27, 2023

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

From: Tom Bueser, Superintendent of General Services *T.B.*

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

Subject: Award Bid – Facade Rehabilitation Program Des Plaines Public Library South Wall

Issue: The approved 2023 budget includes funding for the Facade Rehabilitation Program Des Plaines Public Library South Wall repairs. Six bids for this service were received and opened on Tuesday, July 18, 2023.

Analysis: The masonry on the south wall requires repairs to remove discoloration, seal the building, and improve aesthetics. Architectural Consulting Group completed visual inspection and design drawings which required the bidders to provide pricing for approximate repair quantities for tuckpointing, replacement of deteriorated brick, replacement of horizontal/vertical sealants, cleaning, and sealing of the entire wall. Unit prices are also included in the contract for additional work found to become necessary during the project. A bid tabulation is listed below:

Company	Total Cost
Otto Baum Company, Inc.	\$36,360
JSL Building Restoration Group	\$44,418
Soumar Masonry Restoration, Inc.	\$46,600
Berglund Construction Company	\$52,000
Manusos General Contracting, Inc.	\$69,000
JLJ Contracting, Inc.	\$75,172

Otto Baum Company, Inc. submitted the lowest bid and has successfully completed similar masonry products for the City.

Recommendation: We recommend award of the bid for Facade Rehabilitation Program Des Plaines Public Library South Wall to Otto Baum Company, Inc., 866 N. Main Street, Morton, IL, 61550 in the amount of \$36,360. This contract will be funded from the Facilities Replacement Fund account: 430-00-000-0000.6315.007.

Attachments:
Attachment 1 – ACG Recommendation Letter
Resolution R-140-23
Exhibit A – Otto Baum Company, Inc. Contract

July 19, 2023

Mr. Tom Bueser
Superintendent of General Services
Public Works and Engineering Department
City of Des Plaines
1111 Joseph Schwab Road
Des Plaines, IL 60016

P. 847.301.5470
Email: tbueser@desplaines.org

Re: Façade Rehabilitation Program
Des Plaines Public Library- South Wall
1501 Ellinwood Street
Des Plaines, IL.
ACG File No.: 23-053

Dear Mr. Bueser,

We have reviewed the bid results for the Façade Rehabilitation Program at the Des Plaines Public Library South Wall. Rehabilitation comprised of masonry repairs, tuckpointing, sealant replacement, and application of sealer over the entire wall.

ACG has reviewed the bids for conformance to the program manual which includes the drawing and specifications.
After review of the bids received, the apparent qualified low bidder is Otto Baum Company, Inc.

As always, if you have any questions in the interim, please do not hesitate to phone.

Thank you,

Architectural Consulting Group, Ltd.



David Myszka
Project Manager

CITY OF DES PLAINES

RESOLUTION R - 140 - 23

A RESOLUTION APPROVING A CONTRACT WITH OTTO BAUM COMPANY, INC. FOR FACADE REHABILITATION PROGRAM DES PLAINES PUBLIC LIBRARY SOUTH WALL.

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

WHEREAS, the City has appropriated funds in the Facilities and Grounds Maintenance Fund for use by the Department of Public Works and Engineering during the 2023 fiscal year for the Façade Rehabilitation Program for the Des Plaines Public Library South Wall ("*Work*"); and

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

WHEREAS, the City received six bids, which were opened on July 18, 2023; and

WHEREAS, Otto Baum Company, Inc. ("*Contractor*") submitted the lowest responsible bid in the not-to-exceed amount of \$36,360; and

WHEREAS, the City desires to enter into an agreement with Contractor for the performance of the Work in the not-to-exceed amount of \$36,360 ("*Agreement*"); and

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

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

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

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

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

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

PASSED this ____ day of _____, 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 Otto Baum Company for Façade Rehab at DP Library South Wall

CITY OF DES PLAINES

CONTRACT FOR

Facade Rehabilitation Program Des Plaines Public Library South Wall

Full Name of Bidder Otto Baum Company, Inc. ("Bidder")
Principal Office Address 866 N. Main Street, Morton, IL 61550
Local Office Address 2030 N. Raynor Ave, Suite A, Crest Hill, IL 60403
Contact Person Dan Bagley Telephone Number 309-266-7114

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. 1 [if none, write "NONE"], which are securely stapled to the end of this Contract.

required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

1. Work Proposal

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

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 the specifications attached hereto and by this reference made a part of this Contract.

- Attachment A: Project Manual
Attachment B: Drawings
Attachment C: Responsible Bidders Ordinance
Attachment D: Performance/Labor & Materials Bonds

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.

- 1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for Facade Rehabilitation Program Des Plaines Public Library South Wall located at 1501 Ellinwood St., Des Plaines, IL 660016 (he "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as

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

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

cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

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

A. Schedule of Prices. For providing, performing, and completing all Work, the total Base Bid contract price of:

TOTAL CONTRACT BASE BID PRICE (in numbers):

\$ 36,360.00

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

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

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

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

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

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

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

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

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

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 by November 15, 2023 (the "Completion Date"). Vendor must notify the City in writing immediately of any delays emanating from Supply Chain, or equipment availability delays. It will be the City's discretion to waive penalty or extend the Completion Date through Change Order process based on information provided.

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

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

4. Financial Assurance

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

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within one year after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such

repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

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

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

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

E. Qualified. Bidder has the requisite experience minimum of 10 years, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-7-20, including, without limitation, The bidder actively participates, and has actively participated for at least 12 months before the date of the bid opening, in apprenticeship and training programs approved and registered with the United States department of labor bureau of apprenticeship and training for each of the trades of work contemplated under the awarded contract for all bidders and

subcontractors. For the purposes of this subsection, a bidder or subcontractor is considered an active participant in an apprenticeship and training program if all eligible employees have either: (i) completed such a program, or (ii) were enrolled in such a program prior to the solicitation date and are currently participating in such program." performing Work under this Contract.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

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

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

- Bidder has carefully examined and read the ITB and all related documents in their entirety.
- The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- Bidders has provided a list of client references including at least 4 Municipal References.
- Bidder has fully completed the entire Contract form, including the Total Contract Price and Bid Form in Attachment A.
- 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. 1 [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: July 17th, _____, 2023

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

Bidder's Name: Otto Baum Company, Inc.

Doing Business As (if different): a Corporation

Signature of Bidder or Authorized Agent: [Signature] Date: 7/17/2023

(corporate seal) Printed Name: Dan Bagley
(if corporation)

Title/Position: Vice President

Bidder's Business Address: 866 N. Main Street, Morton, IL 61550

Bidder's Business Telephone: 309-266-7114 Facsimile: N/A

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

NAME	TITLE	ADDRESS
Terry Baum	President	866 N. Main St, Morton, IL 61550
Dan Bagley	Vice President	"
Stephanie Cobb	Corporate Secretary	"

ACCEPTANCE

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

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

CITY OF DES PLAINES

Signature: _____

Printed name: Michael G. Bartholomew

Title: City Manager



City of Des Plaines Municipal Project References

- Aurora University – Clint Rhodes (630) 844-5132 –
crhodes@aurora.edu
- Village of Buffalo Grove – Tom Wisniewski (847) 459-
2500 TCWisniewski@vbg.org
- Palos Heights School District #128 – Kim Anoman (708)
597-9040
- Village of Downers Grove – Rosa Berardi (630) 434-5534
rberardi@downers.us

DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 41 13 - Bid Form

The Owner:

The City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016

The Project:

Exterior Façade Rehabilitation Program
Des Plaines Public Library
South Wall
1501 Ellinwood Street
Des Plaines, Illinois 60016

Send Original Sealed Bid Before 10:15 A.M. July 18, 2023 To:

The City of Des Plaines
1420 Miner Street
City Clerk- 6th Floor
Des Plaines, IL.
Attn.: City Clerk

Bid From:

Otto Baum Company, Inc.

(Bidder's Company Name)

866 N. Main Street

(Bidder's Address)

309-266-7114

(Bidder's Phone No.)

Morton, IL 61550

(City, State)

Date: July 17th, 2023

(Month, Day)

estimating@ottobam.com

(E-mail Address)

THE UNDERSIGNED:

1. Acknowledges Receipt Of:

a. PROJECT MANUAL:

Facade Rehabilitation Program
Des Plaines Public Library
1501 Ellinwood Street
Des Plaines, IL 60016

ACG File No.: 23-053

DRAWINGS:

A-1 General Notes, Drawing Notes, Location Map, Details

b. ADDENDA:

No. 1 Dated 7/12, 2023

No. _____ Dated _____, 20____

No. _____ Dated _____, 20____

2. Has examined the PROJECT MANUAL and DRAWINGS and all field conditions and herein agrees to:

a. To hold this bid open for a period of sixty (45) calendar days after bid opening.

b. To enter into and execute a contract with the Owner, which will be awarded on the basis

DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 41 13 - Bid Form

- of this bid and connection therewith to furnish all bonds and insurance required in the PROJECT MANUAL within fourteen days after notice to proceed.
- c. To Obtain any and all permits required to perform the work and to accomplish the work in accordance with the Contract.

Repair quantities are approximate-successful bidder will be paid for actual work completed per unit prices submitted and subject to deduct or addition upon inspections by the Architect/Engineer to verify and quantify the Work performed by the Contractor for compliance with requirements specified.

To accomplish the work in accordance with the Contract Documents for the sum of money as outlined herein and completed the work within the proposed time frame after notice to proceed.

PROJECT DESCRIPTION AND SCOPE OF WORK:

Refer to Section 00 10 00 - Solicitation, for this information.

ALTERNATE WORK:

Refer to Section 01 26 33 - Alternates, for this information.

BIDDER REMINDERS:

- (X) A Bid Bond is required.
- () A Bid Bond is NOT required.
- () Include the cost of a Performance Bond in your Bid.
- (X) Cost for a Performance Bond and Labor and Materials Bond is included in the Base Bid "A" Item #1 b. Schedule of Pricing.

DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 41 13 - Bid Form

Highlighted boxes in this form indicate required fields to be filled in by the Contractor to complete the bid.

BASE BID "A" SCHEDULE (Library South Wall)					
Bid Form –Payment Procedures and Schedule of Values [Section 01 29 73]					
Item No.	Description	Approximate Repair Quantities	Unit of Measurement	Unit Price	Total Price
01	Mobilization and General Provisions:				
	a. Mobilization & De-Mobilization and General Provisions- (All Equipment to and from site, Contractor's profit/overhead, etc.)				\$ 14,610.00
	b. Repair Permit / Sidewalk Permit / Alley Permit / Environmental Permit, Etc.- (Obtained and paid for by Contractor); Performance & Labor/Materials Bond				\$ 500.00
	c. Protective Canopies and Temporary Facilities- (Contractor installed and Maintained throughout Construction)				\$ 500.00
	Sub-Total of all Section 01 Items Above:				\$ 15,610.00
02	Site Work:				
	a. Removal of demolished items (Selective Demolition) inclusive of dumpsters and dumping fees	---	Lump Sum	---	\$ 500.00
03	Masonry:				
	a. Re build masonry at deteriorated areas	Est. Quantity 20 Sq. ft.	Lump Sum		\$ 2,000.00
	b. Tuckpointing-	Est. Quantity 50 Lin. Ft.	Lump Sum	---	\$ 650.00
	c. Remove and replace sealant and backer rod at all horizontal/vertical expansion joints and building corners	Est. Quantity 500 lin. ft.	Lump Sum		\$ 7,000.00
	d. Pre finished Block Replacement	Est. Quantity 10	Lump Sum		\$ 600.00
	e. Clean, wash, apply masonry coating	100%	Est. Quantity 5,567+/- sq. ft.		\$ 10,000.00
	Total Base Bid Work: Masonry- South Wall [03 a. through e.):				\$ 20,250.00
Written Dollar Amount: Thirty Six Thousand, Three Hundred Sixty Dollars.					

06	Masonry: South Wall
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DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 41 13 - Bid Form

UNIT PRICES:			
For additional work found to become necessary during the course of the work, as identified in the Specifications:			
	Description:	Unit Area:	Cost:
A]	Grind / Point Masonry Wall:	per ln.ft foot	\$ 13 . 00
B]	Pre finished block Replacement	per masonry unit	\$ 60 . 00
C]	Apply Masonry Sealer; MasterProtect® H 1000	per ln.ft foot	\$ 0 . 90
D]	Protective coating:	per sq. ft.	\$ 0 . 90
E]	Remove and Replace sealant	Per lin. ft.	\$ 14 . 00
F]	Misc. Work Over Contract:		
	Mason:	per man hour	\$ 140 . 00
	Sheet Metal Mechanic:	per man hour	\$ 160 . 00
	Laborer:	per man hour	\$ 130 . 00
G]	Additional Material Cost (mark-up):	material cost plus...	15 %
H]	Cost For Performance Bond:	percent of contract	1 %

PROJECT TIME:

If awarded this Contract, we will substantially complete all work as described in the Base Bid Programs in the 2023 calendar year within the time frame listed below:

Base Bid Work:

Start Date: 10/16/23 **Completion Date:** 11/10/23

Total Number of Work Days Required 20

SUB-CONTRACTOR LIST:

If portions of the work will be performed by Contractors other than the Bidder endorsing this Bid Form, list all Sub-contractors below:

NO SUBS _____ :

(type of work)	_____	(subcontractor name)
		:
(type of work)	_____	(subcontractor name)
		:
(type of work)	_____	(subcontractor name)
		:
(type of work)	_____	(subcontractor name)

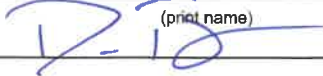
DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

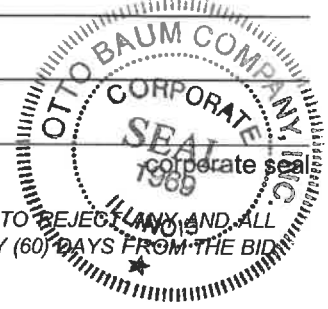
Section 00 41 13 - Bid Form

FIRM NAME: Otto Baum Company, Inc. TELEPHONE: (809)266-7114

ADDRESS: 866 N. Main Street Morton IL 61550
(street address) (city) (state) (zip code)

SUBMITTED BY: Dan Bagley

AUTHORIZED SIGNATURE:  (print name)



IN SUBMITTING THIS BID, IT IS UNDERSTOOD THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, AND IT IS AGREED THAT THIS BID MAY NOT BE WITHDRAWN FOR A PERIOD OF SIXTY (60) DAYS FROM THE BID OPENING DATE.

ADDENDUM NO. 1

CITY OF DES PLAINES
REQUEST FOR CONTRACT PROPOSALS AND CONTRACT
Facade Rehabilitation Program Des Plaines Public Library South Wall

July 12, 2023

TO ALL PROPOSERS:

Attention of all Proposers is called to the following revision to the Request for Contract Proposals and Contract for Facade Rehabilitation Program Des Plaines Public Library South Wall 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. Attachment A:

Division 4—Masonry—Part 2-Products—02.01 Materials—Q

Q. Masonry Cleaner: Prosoco ~~2010 All Surface Cleaner~~ **Sure Klean 800 Stain Remover** or approved equal.

II. Sure Klean 800 Stain Remover product data sheet attached.

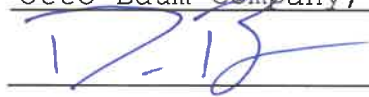
**Facade Rehabilitation Program Des Plaines Public Library
South Wall**

Bid Opening 10:15 am, Tuesday, July 18, 2023

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

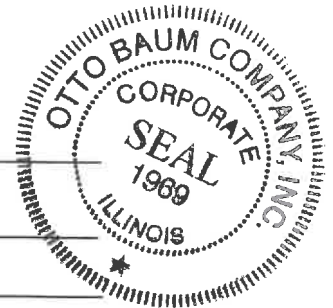
COMPANY NAME Otto Baum Company, Inc.

SIGNATURE



DATE

7/12/2023





**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: July 27, 2023

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

From: Tom Bueser, Superintendent of General Services *T.B.*

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

Subject: Award Bid – Facade Rehabilitation Program, City of Des Plaines Public Works Building and City of Des Plaines Civic Center

Issue: The approved 2023 budget includes funding for the Des Plaines Public Works Building and City Hall east wall masonry repairs. Eight bids for this work were received and opened on Tuesday, July 18, 2023.

Analysis: The masonry repairs to the proposed locations will reduce the risk of water infiltration to the buildings and ensure the structural integrity of the facilities. Architectural Consulting Group completed visual inspections and design drawings which required the bidders to provide pricing for the following:

- Public Works Building: tuckpointing, replacement of deteriorated brick, replacement of horizontal/vertical sealants, and application of masonry sealer to all wall areas.
- City Hall east wall: tuckpointing, remove existing stone caps, replace caps with aluminum metal coping, and application of masonry sealer.

Unit prices are also included in the contract for additional work found to become necessary during the project. The bid tabulation is listed below:

Company	Total Cost
Otto Baum Company, Inc.	\$124,200
Berglund Construction Company	\$148,000
JSL Building Restoration Group	\$152,500
Manusos General Contracting, Inc.	\$179,341
MBB Enterprises of Chicago	\$193,902
Fortune Restoration	\$198,820
Soumar Masonry Restoration, Inc.	\$202,250
JLJ Contracting, Inc.	\$272,270

Otto Baum Company, Inc. submitted the lowest bid and has successfully completed similar masonry projects for the City.

Recommendation: We recommend award of the bid for Facade Rehabilitation Program, City of Des Plaines Public Works Building and City of Des Plaines Civic Center to Otto Baum Company, Inc., 866 N. Main Street, Morton, IL, 61550 in the amount of \$124,200. This contract will be funded from the Facilities and Grounds Maintenance accounts: 100-50-535-0000.6315.001 and 100-50-535-0000.6315.002

Attachments:

Attachment 1 – ACG Recommendation Letter

Resolution R-141-23

Exhibit A – Otto Baum Company, Inc. Contract

July 19, 2023

Mr. Tom Bueser

Superintendent of General Services
Public Works and Engineering Department
City of Des Plaines
1111 Joseph Schwab Road
Des Plaines, IL 60016

P. 847.301.5470
Email: tbueser@desplaines.org

Re: Façade Rehabilitation Program
City of Des Plaines Public Works Building
City of Des Plaines Civic Center- 2ND floor East Wall
Des Plaines, IL.
ACG File No.: 23-005

Dear Mr. Bueser,

We have reviewed the bid results for the Façade Rehabilitation Program at the City of Des Plaines Public Works Building and City of Des Plaines Civic Center- 2ND floor East Wall.

The bid was broken down as follows:

Public Works Base Bid A: Rehabilitation comprised of masonry repairs, tuckpointing, sealant replacement, and application of sealer at rebuilt areas.

Alternate A1- Apply sealer to 100% of walls

Civic Center Base Bid B: Rehabilitation comprised of masonry repairs, tuckpointing, sealant replacement, and application of sealer at rebuilt areas.

Alternate B1- In lieu of selective repairs-- point, repair, and seal 100% of wall area

ACG has reviewed the bids for conformance to the program manual which includes the drawing and specifications.

After review of the bids received, the apparent qualified low bidder is Otto Baum Company, Inc.

As always, if you have any questions, please do not hesitate to call.

Thank you,

Architectural Consulting Group, Ltd.

David Myszka
Project Manager

CITY OF DES PLAINES

RESOLUTION R - 141 - 23

A RESOLUTION APPROVING A CONTRACT WITH OTTO BAUM COMPANY, INC. FOR FACADE REHABILITATION PROGRAM CITY OF DES PLAINES PUBLIC WORKS BUILDING AND CITY OF DES PLAINES CIVIC CENTER.

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

WHEREAS, the City has appropriated funds in the Facilities and Grounds Maintenance Fund for use by the Department of Public Works and Engineering during the 2023 fiscal year for Façade Rehabilitation Program City of Des Plaines Public Works Building and City of Des Plaines Civic Center ("*Work*"); and

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

WHEREAS, the City received eight bids, which were opened on July 18, 2023; and

WHEREAS, Otto Baum Company, Inc. ("*Contractor*") submitted the lowest responsible bid in the not-to-exceed amount of \$124,200; and

WHEREAS, the City desires to enter into an agreement with Contractor for the performance of the Work in the not-to-exceed amount of \$124,200 ("*Agreement*"); and

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

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

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

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

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

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

PASSED this ____ day of _____, 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 Otto Baum Company for Façade Rehab at PW and Civic Center

CITY OF DES PLAINES

CONTRACT FOR

Facade Rehabilitation Program City of Des Plaines Public Works Building and City of Des Plaines Civic Center

Full Name of Bidder Otto Baum Company, Inc. ("Bidder")
Principal Office Address 866 N. Main Street, Morton, IL 61550
Local Office Address 2030 N. Raynor Ave, Suite A, Crest Hill, IL 60403
Contact Person Dan Bagley Telephone Number 309-266-7114

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. 1 [if none, write "NONE"], which are securely stapled to the end of this Contract.

1. Work Proposal

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

- 1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the Facade Rehabilitation at 1111 Joseph Schwab Rd. and 1420 Miner St., Des Plaines, IL 660016 (he "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as

required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the the specifications attached hereto and by this reference made a part of this Contract.

- Attachment A: Project Manual
• Attachment B: Drawings
• Attachment C: Responsible Bidders Ordinance
• Attachment D: Performance/Labor & Materials Bonds

No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

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

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

cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

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

A. Schedule of Prices. For providing, performing, and completing all Work, the total Base Bid contract price of:

TOTAL CONTRACT BASE BID A & B PRICE (in numbers):

\$ 85,825.00

ITEM	TOTAL COST
Base Bid A	\$56,925.00
Alternate Bid A1	\$27,500.00
Base Bid B	\$28,900.00
Alternate Bid B1	\$10,875.00

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

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

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

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

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

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

and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

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

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

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

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 by November 15, 2023 (the "Completion Date"). Vendor must notify the City in writing immediately of any delays emanating from Supply Chain, or equipment availability delays. It will be the City's discretion to waive penalty or extend the Completion Date through Change Order process based on information provided.

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

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

4. Financial Assurance

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

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

- Premises Operations

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

A. **The Work.** The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. ***If this Contract is accepted, Bidder proposes and agrees that as part of Bidder's warranty obligations under this Contract, shall provide, perform, and complete all post-installation service, maintenance, and inspection Work as specified in Attachment B, and associated Work.*** Bidder, promptly and without charge, shall correct any failure to fulfill the

above warranty at any time within one year after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract..

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

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

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

E. Qualified. Bidder has the requisite experience minimum of 10 years, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible

Bidder Ordinance M-7-20, including, without limitation, The Bidder actively participates, and has actively participated for at least 12 months before the date of the bid opening, in apprenticeship and training programs approved and registered with the United States department of labor bureau of apprenticeship and training for each of the trades of work contemplated under the awarded contract for all bidders and subcontractors. For the purposes of this subsection, a bidder or subcontractor is considered an active participant in an apprenticeship and training program if all eligible employees have either: (i) completed such a program, or (ii) were enrolled in such a program prior to the solicitation date and are currently participating in such program." performing Work under this Contract.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this

Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

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

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

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

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

- Bidder has carefully examined and read the ITB and all related documents in their entirety.
- The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- Bidders has provided a list of client references including at least 4 Municipal References.
- Bidder has fully completed the entire Contract form, including the Total Contract Price and Bid Form in Attachment A.
- 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. 1 [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: July 17th, , 2023

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

Bidder's Name: Otto Baum Company, Inc

Doing Business As (if different): Corporation

Signature of Bidder or Authorized Agent: [Signature] Date: 7/17/2023

(corporate seal) Printed Name: Dan Bagley
(if corporation) Title/Position: Vice President

Bidder's Business Address: 866 N. Main Street, Morton, IL 61550

Bidder's Business Telephone: 309-266-7114 Facsimile: N/A

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

NAME	TITLE	ADDRESS
Terry Baum	President	866 N. Main St, Morton, IL 61550
Dan Bagley	Vice President	"
Stephanie Cobb	Corporate Secretary	"

ACCEPTANCE

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

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

CITY OF DES PLAINES

Signature: _____

Printed name: Michael G. Bartholomew

Title: City Manager

ADDENDUM NO. 1

CITY OF DES PLAINES
REQUEST FOR CONTRACT PROPOSALS AND CONTRACT
Facade Rehabilitation Program City of Des Plaines Public Works Building and City of
Des Plaines Civic Center

July 14, 2023

TO ALL PROPOSERS:

Attention of all Proposers is called to the following revision to the Request for Contract Proposals and Contract for Facade Rehabilitation Program City of Des Plaines Public Works Building and City of Des Plaines Civic Center 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. Attachment A:

Section 00 41 13 – Bid Form

Revised bid form to be submitted with contract attached.

**Facade Rehabilitation Program City of Des Plaines Public
Works Building and City of Des Plaines Civic Center**

Bid Opening 10:00 am, Tuesday, July 18, 2023

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

COMPANY NAME Otto Baum Company, Inc.
SIGNATURE 
DATE 7/14/2023

DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 41 13 - Bid Form

2. Has examined the PROJECT MANUAL and DRAWINGS and all field conditions and herein agrees to:
- a. To hold this bid open for a period of sixty (45) calendar days after bid opening.
 - b. To enter into and execute a contract with the Owner, which will be awarded on the basis of this bid and connection therewith to furnish all bonds and insurance required in the PROJECT MANUAL within fourteen days after notice to proceed.
 - c. To Obtain any and all permits required to perform the work and to accomplish the work in accordance with the Contract.

Repair quantities are approximate-successful bidder will be paid for actual work completed per unit prices submitted and subject to deduct or addition upon inspections by the Architect/Engineer to verify and quantify the Work performed by the Contractor for compliance with requirements specified.

To accomplish the work in accordance with the Contract Documents for the sum of money as outlined herein and completed the work within the proposed time frame after notice to proceed.

PROJECT DESCRIPTION AND SCOPE OF WORK:

Refer to Section 00 10 00 - Solicitation, for this information.

ALTERNATE WORK:

Refer to Section 01 26 33 - Alternates, for this information.

BIDDER REMINDERS:

- (X) A Bid Bond is required.
- () A Bid Bond is NOT required.
- () Include the cost of a Performance Bond in your Bid.
- (X) Cost for a Performance Bond and Labor and Materials Bond is included in the Base Bid "A" Item #1 b. Schedule of Pricing.

DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 41 13 - Bid Form

Highlighted boxes in this form indicate required fields to be filled in by the Contractor to complete the bid.

BASE BID "A" SCHEDULE (Public Works)					
Bid Form –Payment Procedures and Schedule of Values [Section 01 29 73]					
Item No.	Description	Approximate Repair Quantities	Unit of Measurement	Unit Price	Total Price
01	Mobilization and General Provisions:				
	a. Mobilization & De-Mobilization and General Provisions- (All Equipment to and from site, Contractor's profit/overhead, etc.)				\$ 11,195.00
	b. Repair Permit / Sidewalk Permit / Alley Permit / Environmental Permit, Etc.- (Obtained and paid for by Contractor); Performance & Labor/Materials Bond				\$ 500.00
	c. Protective Canopies and Temporary Facilities- (Contractor installed and Maintained throughout Construction)				\$ 500.00
	Sub-Total of all Section 01 Items Above:				\$ 12,195.00
02	Site Work:				
	a. Removal of demolished items (Selective Demolition) inclusive of dumpsters and dumping fees	---	Lump Sum	---	\$ 500.00
03	Masonry:				
	a. Re build masonry at deteriorated areas	Est. Quantity 220 Sq. ft.	Lump Sum		\$ 24,200.00
	b. Tuckpointing- inclusive of cleaning and preparation of work areas for masonry sealer	Est. Quantity 340 Sq. Ft.	Lump Sum		\$ 6,630.00
	c. Remove and replace sealant at doors and windows only	Est. Quantity 920 lin. ft.	Lump Sum		\$ 11,500.00
	d. Brick Replacement	Est. Quantity 30	Lump Sum		\$ 1,200.00
	e. Protective coating <u>at re built and pointed areas</u>	100% <u>560 sq. ft.</u>	<u>Lump Sum</u>		\$ 700.00
	Total Base Bid Work: Masonry- [03 a. through e.):				\$ 44,230.00
Written Dollar Amount: Fifty Six Thousand, Nine Hundred Twenty Five Dollars.					
Total for sections 01, 02, 03					

<p>Alternate Bid A1: Apply clear masonry sealer to 100% of all wall areas.</p> <p align="right">\$ 27,500.00</p>

DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 41 13 - Bid Form

BASE BID "B" SCHEDULE (Civic Center)					
Bid Form –Payment Procedures and Schedule of Values [Section 01 29 73]					
Item No.	Description	Approximate Repair Quantities	Unit of Measurement	Unit Price	Total Price
04	Mobilization and General Provisions:				
	a. Mobilization & De-Mobilization and General Provisions- (All Equipment to and from site, Contractor's profit/overhead, etc.)				\$16,630.00
	b. Repair Permit / Sidewalk Permit / Alley Permit / Environmental Permit, Etc.- (Obtained and paid for by Contractor); Performance & Labor/Materials Bond				\$500.00
	c. Protective Canopies and Temporary Facilities- (Contractor installed and Maintained throughout Construction)				\$500.00
	Sub-Total of all Section 01 Items Above:				\$17,630.00
05	Site Work:				
	a. Removal of demolished items (Selective Demolition) inclusive of dumpsters and dumping fees	----	Lump Sum	----	\$500.00

06	Masonry: East Wall				
	a. New pre finished metal coping cap w/ treated wood blocking	68 lin. ft.	Lump Sum		\$5,440.00
	b. Tuckpointing- east wall Clean and wash	60 sq. Ft.	Lump Sum	----	\$1,200.00
	c. Re build masonry at deteriorated areas	10 sq. ft.	Lump Sum		\$1,250.00
	d. Sealant at brick to counterflashing and brick corner	70 lin. ft..	Lump Sum		\$980.00
	e. Brick Replacement	Est. Quantity 30	Lump Sum		\$1,200.00
	f. Protective coating	100%	730-sq.-ft. Lump Sum		\$700.00
	Total Base Bid Work: Masonry- East Wall [06 a. through k.):				\$10,770.00
	Written Dollar Amount: Twenty Eight Thousand, Nine Hundred Dollars.				
	Total for Sections 04,05,06				

Alternate Bid B1					
1. In lieu of selective repair and pointing, grind and point 100% of entire wall surface. Remove debris, clean and wash entire surface and apply clear masonry sealer to 100% of wall areas.					
					\$10,875.00

DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 41 13 - Bid Form

UNIT PRICES:			
For additional work found to become necessary during the course of the work, as identified in the Specifications:			
	Description:	Unit Area:	Cost:
A]	Grind / Point Masonry Wall:	per ln.ft foot	\$ 13 . 00
C]	Brick Replacement	per masonry unit	\$ 40 . 00
D]	Apply Masonry Sealer; MasterProtect® H 1000	per ln.ft foot	\$ 0 . 90
E]	Protective coating:	per sq. ft.	\$ 0 . 90
F]	Remove and Replace sealant	Per lin. ft.	\$ 14 . 00
G]	Lintel replacement inclusive of flashings	Per 10'	\$ 3,500 . 00
H]	Lintel Replacement inclusive of flashings	Per 12'	\$mtext 4,200 . 00
I]	Lintel Replacement inclusive of flashings	Per 14'	\$ 4,900 . 00
J]	Misc. Work Over Contract:		
	Mason:	per man hour	\$ 140 . 00
	Sheet Metal Mechanic:	per man hour	\$ 160 . 00
	Laborer:	per man hour	\$ 130 . 00
K]	Additional Material Cost (mark-up):	material cost plus...	15 %
L]	Cost For Performance Bond:	percent of contract	1 %

PROJECT TIME:

If awarded this Contract, we will substantially complete all work as described in the Base Bid Programs in the 2023 calendar year within the time frame listed below:

Base Bid "A" Work:

Start Date: 9/15/23 **Completion Date:** 10/15/23

Total Number of Work Days Required 15-20

Base Bid "B" Work:

Start Date: 10/2/23 **Completion Date:** 10/20/23

Total Number of Work Days Required 10-15

SUB-CONTRACTOR LIST:

If portions of the work will be performed by Contractors other than the Bidder endorsing this Bid Form, list all Sub-contractors below:

NO SUBS : _____
 (type of work) (subcontractor name)
 _____ : _____
 (type of work) (subcontractor name)
 _____ : _____
 (type of work) (subcontractor name)

DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 41 13 - Bid Form

_____ : _____
(type of work)

(subcontractor name)

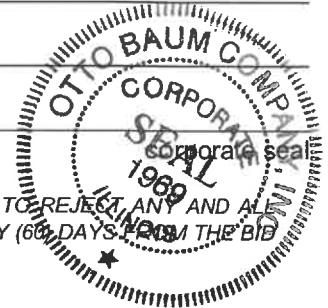
FIRM NAME: Otto Baum Company, Inc. TELEPHONE: (309) 266-7114

ADDRESS: 866 N. Main Street Morton IL 61550
(street address) (city) (state) (zip code)

SUBMITTED BY: Dan Bagley

(print name)

AUTHORIZED SIGNATURE: _____
[Handwritten Signature]



IN SUBMITTING THIS BID, IT IS UNDERSTOOD THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, AND IT IS AGREED THAT THIS BID MAY NOT BE WITHDRAWN FOR A PERIOD OF SIXTY (60) DAYS FROM THE BID OPENING DATE.



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: July 27, 2023
 To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
 From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *ADJ*
 Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works & Engineering
 Subject: 2023 Capital Improvement Program - Sign Replacement Program – Bid Award

Issue: Bids for the 2023 CIP - Sign Replacement Program were opened on July 25, 2023.

Analysis: The scope of work includes removal and replacement of right-of-way signs and posts to meet current Manual on Uniform Traffic Control Devices (MUTCD) Retroreflectivity Standards and City ordinances. In addition, unnecessary signage will be removed.

The project is part of the City of Des Plaines Traffic Sign Retroreflectivity Management Policy, created in order to comply with the Federal Highway Administration (FHWA) minimum traffic sign retroreflectivity standards. As part of the Policy, the City was divided into 10 districts (each with an approximately equal number of signs), whereby over the course of 10 years, all signs within the City will be replaced or upgraded to meet current standards. This current project covers District 5 with Districts 6 and 7 serving as alternates.

The City was awarded \$40,000.00 from the Illinois Department of Commerce and Economic Opportunity (DCEO) for costs associated with capital improvements which will be allocated towards this project.

Following are the bid results for District 5. Alternate bids were submitted for Districts 6 and 7 and will not be accepted at this time but may be awarded at a later date. The Engineer’s Estimate for all three districts was \$625,000.00.

BIDDER’S NAME	BID AMOUNT
Misfits Construction Company	\$219,518.00
Traffic Control & Protection, LLC DBA High Star Traffic	\$234,449.90
RoadSafe Traffic Systems	\$329,607.70

Recommendation: References supplied by the low bidder, Misfits Construction Company, are favorable. We recommend award of the 2023 CIP - Sign Replacement Program project to Misfits Construction Company, 333 South Wabash Ave., Suite 2700, Chicago, IL 60604 in the amount of \$219,518.00. Funding source will be budgeted Capital Projects Funds and Grant Projects Funds.

Attachments:

Attachment 1 - Bid Tabulation

Resolution R-143-23

Exhibit A - Contract

County: Cook
 Local Agency: Des Plaines
 Section: 2023 CIP - SIGN REPLACEMENT PROGRAM - DISTRICTS 5, 6, & 7

Date: 7/25/2023
 Time: 10:00 AM

Estimate: **\$625,000.00**

Attended By: Jon Duddles

Name of Bidder: Misfits Construction Company	Traffic Control & Protection, LLC DBA High Star Traffic	RoadSafe Traffic Systems
Address of Bidder: 333 South Wabash Ave, Suite 2700, Chicago IL 60604	225 Miles Pkwy, Bartlett, IL 60103	8750 W. Bryn Mawr Ave., Chicago, IL 60631

Terms:				
Approved Engineer's Estimate				

Item #	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	REMOVE SIGN PANEL ASSEMBLY	EACH	664			\$25.00	\$16,600.00	\$10.00	\$6,640.00	\$51.00	\$33,864.00
2	INSTALL EXISTING SIGN PANEL	EACH	23			\$25.00	\$575.00	\$35.00	\$805.00	\$100.00	\$2,300.00
3	TELESCOPING STEEL SIGN SUPPORT	FOOT	11052			\$9.00	\$99,468.00	\$9.95	\$109,967.40	\$15.60	\$172,411.20
4	SIGN POST REFLECTOR STRIPS	EACH	115			\$25.00	\$2,875.00	\$30.00	\$3,450.00	\$43.00	\$4,945.00
5	SIGN PANEL, TYPE 1	SQ FT	3475			\$16.00	\$55,600.00	\$18.50	\$64,287.50	\$23.50	\$81,662.50
6	GIS DATA COLLECTION AND RECORD DRAWINGS	LUMP SUM	1			\$35,000.00	\$35,000.00	\$31,200.00	\$31,200.00	\$25,400.00	\$25,400.00
7	TRAFFIC CONTROL & PROTECTION	LUMP SUM	1			\$8,000.00	\$8,000.00	\$16,600.00	\$16,600.00	\$8,200.00	\$8,200.00
8	TABLET FOR GIS DATA COLLECTION	LUMP SUM	1			\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00	\$825.00	\$825.00
ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER:											
	METAL POST, TYPE A	FOOT				\$20.00		\$10.00		\$20.00	
	METAL SUPPORT BASE, SURFACE MOUNT	EACH				\$350.00		\$235.00		\$500.00	
TOTAL DISTRICT 5 BID:						AS READ:	\$219,518.00	\$234,449.90	\$329,607.70		
						AS CALCULATED:	\$219,518.00	\$234,449.90	\$329,607.70		

Item #	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	REMOVE SIGN PANEL ASSEMBLY	EACH	497			\$25.00	\$12,425.00	\$10.00	\$4,970.00	\$51.00	\$25,347.00
2	INSTALL EXISTING SIGN PANEL	EACH	17			\$25.00	\$425.00	\$35.00	\$595.00	\$100.00	\$1,700.00
3	TELESCOPING STEEL SIGN SUPPORT	FOOT	8,568			\$9.00	\$77,112.00	\$10.10	\$86,536.80	\$15.60	\$133,660.80
4	SIGN POST REFLECTOR STRIPS	EACH	150			\$25.00	\$3,750.00	\$30.00	\$4,500.00	\$43.00	\$6,450.00
5	SIGN PANEL, TYPE 1	SQ FT	2,759			\$16.00	\$44,144.00	\$18.50	\$51,041.50	\$23.50	\$64,836.50
6	GIS DATA COLLECTION AND RECORD DRAWINGS	LUMP SUM	1			\$35,000.00	\$35,000.00	\$24,600.00	\$24,600.00	\$19,050.00	\$19,050.00
7	TRAFFIC CONTROL & PROTECTION	LUMP SUM	1			\$8,000.00	\$8,000.00	\$10,530.00	\$10,530.00	\$6,200.00	\$6,200.00
8	TABLET FOR GIS DATA COLLECTION	LUMP SUM	1			\$1,400.00	\$1,400.00	\$250.00	\$250.00	\$1.00	\$1.00
ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER:											
	METAL POST, TYPE A	FOOT				\$20.00		\$10.00		\$20.00	
	METAL SUPPORT BASE, SURFACE MOUNT	EACH				\$350.00		\$235.00		\$500.00	
TOTAL DISTRICT 6 BID:						AS READ:	\$182,256.00	\$183,023.30	\$257,245.30		
						AS CALCULATED:	\$182,256.00	\$183,023.30	\$257,245.30		

Item #	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	REMOVE SIGN PANEL ASSEMBLY	EACH	548			\$25.00	\$13,700.00	\$10.00	\$5,480.00	\$51.00	\$27,948.00
2	INSTALL EXISTING SIGN PANEL	EACH	15			\$25.00	\$375.00	\$35.00	\$525.00	\$15.00	\$225.00
3	TELESCOPING STEEL SIGN SUPPORT	FOOT	9108			\$9.00	\$81,972.00	\$10.00	\$91,080.00	\$15.60	\$142,084.80
4	SIGN POST REFLECTOR STRIPS	EACH	87			\$25.00	\$2,175.00	\$30.00	\$2,610.00	\$43.00	\$3,741.00
5	SIGN PANEL, TYPE 1	SQ FT	2567			\$16.00	\$41,072.00	\$18.50	\$47,489.50	\$23.50	\$60,324.50
6	GIS DATA COLLECTION AND RECORD DRAWINGS	LUMP SUM	1			\$35,000.00	\$35,000.00	\$23,850.00	\$23,850.00	\$20,000.00	\$20,000.00
7	TRAFFIC CONTROL & PROTECTION	LUMP SUM	1			\$8,000.00	\$8,000.00	\$11,570.00	\$11,570.00	\$6,200.00	\$6,200.00
ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER:											
	METAL POST, TYPE A	FOOT				\$20.00		\$10.00			
	METAL SUPPORT BASE, SURFACE MOUNT	EACH				\$350.00		\$235.00			
TOTAL DISTRICT 7 BID:						AS READ:	\$182,294.00	\$182,604.50	\$260,523.30		
						AS CALCULATED:	\$182,294.00	\$182,604.50	\$260,523.30		
TOTAL ALL DISTRICTS BID:							\$584,068.00	\$600,077.70	\$847,376.30		

CITY OF DES PLAINES

RESOLUTION R - 143 - 23

A RESOLUTION APPROVING AN AGREEMENT WITH MISFITS CONSTRUCTION COMPANY FOR THE 2023 CIP SIGN REPLACEMENT 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 Capital Improvement Program Capital Projects Fund for use by the Department of Public Works and Engineering during the 2023 fiscal year for the 2023 Sign Replacement Program, which is part of the 2023 Capital Improvement Program ("*Work*"); and

WHEREAS, the Work includes the removal and replacement of signs and posts to meet the current Manual on Uniform Traffic Control Devices Retroreflectivity Standards, the installation of new signs and posts to comply with City ordinances, and the removal of unnecessary, all throughout the City; and

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

WHEREAS, the City received three bids, which were opened on July 25, 2023; and

WHEREAS, Misfits Construction Company ("*Contractor*") submitted the lowest responsible bid in the not-to-exceed amount of \$219,518.00 for District 5; and

WHEREAS, the City desires to enter into a contract with Contractor for the performance of the Work in the not-to-exceed amount of \$219,518.00 ("*Agreement*"); and

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

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

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

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

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

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

PASSED this ___ day of _____, 2023.

APPROVED this ___ day of _____, 2023.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

CITY OF DES PLAINES



**CONTRACT FOR THE CONSTRUCTION
OF 2023 CIP- SIGN REPLACEMENT PROGRAM**

Prepared By

CITY OF DES PLAINES
PUBLIC WORKS AND ENGINEERING DEPARTMENT
1420 MINER STREET/NORTHWEST HIGHWAY
DES PLAINES, ILLINOIS 60016

**CITY OF DES PLAINES
 CONTRACT FOR THE CONSTRUCTION
 OF 2023 CIP- SIGN REPLACEMENT PROGRAM**

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Contractor’s Certification

- Attachment 1:** Schedule of Prices
- Attachment 2:** Supplemental Schedule of Contract Terms
- Attachment 3:** Specifications
- Attachment 4:** List of Drawings
- Attachment 5:** Special Project Requirements

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF 2023 CIP- SIGN REPLACEMENT PROGRAM**

In consideration of the mutual promises set forth below, the City of Des Plaines, 1420 Miner Street / Northwest Highway, Des Plaines, Illinois 60016, an Illinois municipal corporation (“*Owner*”), and *Misfits Construction Company* a *Corporation* (“*Contractor*”), make this Contract as of August 8th, 2023, and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

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

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment 2, in accordance with the specifications attached hereto as Attachment 3, the drawings identified in the list attached hereto as Attachment 4, and the Special Project Requirements attached hereto as Attachment 5.
2. Permits. Except as otherwise provided in Attachment 2, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and

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

1.2 Commencement and Completion Dates

Contractor must commence the Work not later than the “*Commencement Date*” set forth on Attachment 2 and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “*Completion Date*” set forth in Attachment 2. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “*Contract Time*.”

1.3 Required Submittals

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

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

C. Time of Submission and Owner’s Review. All Required Submittals must be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner’s sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal may be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner’s review and stamping of any Required Submittal will be for the sole purpose of examining the general management, design, and details of the proposed Work, does not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

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

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment 4, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

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

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

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

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

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment 2 or the drawings identified in Attachment 4.

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours.

Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

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

manner as if performed by employees of Contractor. Every reference in this Contract to “Contractor” is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

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

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of

such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

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

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner

must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

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

3.2 Warranty of Work

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

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment 2 or Attachment 5 to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment 2 or Attachment 5 requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

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

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment 2. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment 2.

4.3 Indemnification

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

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment 2, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set

forth in Attachment 2 (the “*Contract Price*”), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

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

5.3 Progress Payments

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment 2 (“*Progress Payments*”).

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

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

5.4 Final Acceptance and Final Payment

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

B. Punch List and Final Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in

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

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

5.5 Liens

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

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

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

D. Protection of Owner Only. This Section does not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest

any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

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

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

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

6.4 Owner's Additional Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "*Per Diem Administrative Charge*" set forth in Attachment 2, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

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

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

7.4 Assignment

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

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

with a copy to:
Elrod Friedman, LLP
325 North La Salle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter Friedman

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

Misfits Construction Company
333 South Wabash Avenue, Suite 2700, Chicago, IL 60604

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

A. **Compliance Required.** Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) (a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage

Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

B. Liability for Fines, Penalties. Contractor is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "*Act*"), must submit to the City a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. On two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act (i) to the City and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

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

7.12 Compliance with Patents

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

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

be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

CONTRACTOR'S CERTIFICATION

John Thomas, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

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

DATED: _____, 20__.

Misfits Construction Company

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

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

My Commission expires: _____

Notary Public

(SEAL)

2023 CIP - SIGN REPLACEMENT PROGRAM - DISTRICTS 5, 6, & 7
SCHEDULE OF PRICES

ITEM #	PAY ITEM	UNIT	TOTAL	UNIT COST	TOTAL COST
1	REMOVE SIGN PANEL ASSEMBLY	EACH	664	\$25.00	\$ 16,600.00
2	INSTALL EXISTING SIGN PANEL	EACH	23.00	\$25.00	\$ 575.00
3	TELESCOPING STEEL SIGN SUPPORT	FOOT	11,052.00	\$9.00	\$ 99,468.00
4	SIGN POST REFLECTOR STRIPS	EACH	115.00	\$25.00	\$ 2,875.00
5	SIGN PANEL, TYPE 1	SQ FT	3,475.00	\$16.00	\$ 55,600.00
6	GIS DATA COLLECTION AND RECORD DRAWINGS	LUMP SUM	1.00	\$35,000.00	\$ 35,000.00
7	TRAFFIC CONTROL & PROTECTION	LUMP SUM	1.00	\$8,000.00	\$ 8,000.00
8	TABLET FOR GIS DATA COLLECTION	LUMP SUM	1.00	\$1,400.00	\$ 1,400.00
ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER:					
	METAL POST, TYPE A	FOOT		\$20.00	\$ -
	METAL SUPPORT BASE, SURFACE MOUNT	EACH		\$350.00	\$ -
TOTAL BID - DISTRICT 5					\$ 219,518.00

ITEM #	PAY ITEM	UNIT	TOTAL	UNIT COST	TOTAL COST
1	REMOVE SIGN PANEL ASSEMBLY	EACH	497	\$25.00	\$ 12,425.00
2	INSTALL EXISTING SIGN PANEL	EACH	17	\$25.00	\$ 425.00
3	TELESCOPING STEEL SIGN SUPPORT	FOOT	8,568	\$9.00	\$ 77,112.00
4	SIGN POST REFLECTOR STRIPS	EACH	150	\$25.00	\$ 3,750.00
5	SIGN PANEL, TYPE 1	SQ FT	2,759	\$16.00	\$ 44,144.00
6	GIS DATA COLLECTION AND RECORD DRAWINGS	LUMP SUM	1	\$35,000.00	\$ 35,000.00
7	TRAFFIC CONTROL & PROTECTION	LUMP SUM	1	\$8,000.00	\$ 8,000.00
8	TABLET FOR GIS DATA COLLECTION	LUMP SUM	1	\$1,400.00	\$ 1,400.00
ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER:					
	METAL POST, TYPE A	FOOT		\$20.00	\$ -
	METAL SUPPORT BASE, SURFACE MOUNT	EACH		\$350.00	\$ -
ALTERNATE WORK BID - DISTRICT 6					\$ 182,256.00

ITEM #	PAY ITEM	UNIT	TOTAL	UNIT COST	TOTAL COST
1	REMOVE SIGN PANEL ASSEMBLY	EACH	548	\$25.00	\$ 13,700.00
2	INSTALL EXISTING SIGN PANEL	EACH	15	\$25.00	\$ 375.00
3	TELESCOPING STEEL SIGN SUPPORT	FOOT	9,108	\$9.00	\$ 81,972.00
4	SIGN POST REFLECTOR STRIPS	EACH	87	\$25.00	\$ 2,175.00
5	SIGN PANEL, TYPE 1	SQ FT	2,567	\$16.00	\$ 41,072.00
6	GIS DATA COLLECTION AND RECORD DRAWINGS	LUMP SUM	1	\$35,000.00	\$ 35,000.00
7	TRAFFIC CONTROL & PROTECTION	LUMP SUM	1	\$8,000.00	\$ 8,000.00
ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER:					
	METAL POST, TYPE A	FOOT		\$20.00	\$ -
	METAL SUPPORT BASE, SURFACE MOUNT	EACH		\$350.00	\$ -
ALTERNATE WORK BID - DISTRICT 7					\$ 182,294.00

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF 2023 SIGN REPLACEMENT PROGRAM**

ATTACHMENT 2

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

2023 Capital Improvement Program – Sign Replacement Program

The project includes removal and replacement of signs to meet current MUTCD Retro-reflectivity Standards, installation of new signs to conform to MUTCD standards or City ordinances, and removal of unnecessary signs in neighborhood areas.

2. Work Site:

District 5 (NE Side) – Bounded by (Golf Road) to the North, (Des Plaines River Rd, Thacker St, Lee St & Algonquin Rd) to the West, (Oakton St) to the South, and (Potter Road) to the East.

District 5 (SW Side) – Bounded by (Oakton St) to the North, (Elmhurst Rd) to the West, (Touhy Ave) to the South, and (Wolf Road) to the East.

District 6 – Bounded by (Dempster/Thacker St) to the North, (Elmhurst Rd) to the West, (Algonquin Rd) to the South, and (Thacker St & Lee St) to the East.

District 7 – Bounded by (Algonquin Rd) to the North, (Elmhurst Rd) to the West, (Oakton St) to the South, and (Lee St) to the East.

3. Permits, Licenses, Approvals, and Authorizations:

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

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

No Exceptions

4. **Commencement Date:**

the date of execution of the Contract by Owner.

10 days after execution of the Contract by Owner.

5. **Completion Date:**

Starting and Substantial Completion Dates:

The following starting and substantial completion dates apply to this contract as designated by street:

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

Thursday, November 30, 2023, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

Completion includes the approved and acceptable construction of all pay items: including concrete correction (punch) list items, all hot-mix asphalt items including surface courses and all landscape restoration work, including topsoil and sod placement.

Days and Hours of Work. Workdays for this Contract are Monday through Friday between the hours of **7AM to 6PM**. No work shall be done or equipment operated outside of these permitted hours. No work shall be done on any Saturdays, Sundays or the following specified days unless otherwise approved by the Project Manager.

Monday	May 29, 2023,	Memorial Day Holiday
Tuesday	July 04, 2023	Independence Day Holiday
Monday	September 04, 2023	Labor Day Holiday
Monday	October 09, 2023	Columbus Day Holiday

In the event, the Contractor works on Saturday, Sunday, or holiday, during which time the Engineer and/or Inspector(s) are required to be present, the City of Des Plaines shall pay the cost for such overtime engineering services and shall deduct such cost from payments due the Contractor. Overtime engineering services shall be charged at the Engineer’s standard hourly rate for all time over eight hours on any single weekday and for all hours on Saturday, Sunday, and holidays and/or Inspector(s) standard hourly rate applied on a one and one-half (x 1 ½) basis for all time over eight hours on any single weekday and for all hours on Saturday and a double time (x 2) basis for all Sunday and holiday hours of the Inspector’s standard hourly rate. If the amount due the Contractor is not sufficient to cover the cost of overtime engineering

service, the Contractor shall reimburse the City of Des Plaines in the amount necessary to cover such costs. The Project Manager shall approve necessary personnel and time for engineering services.

Progress Schedule. The Contractor shall submit, for approval by the Engineer, a Progress Schedule, which complies with the requirements of these specifications, and Completion Dates. The Progress Schedule shall include an Estimate of Time and/or Performance Rate for each controlling pay item. Once a Progress Schedule is approved, there shall be no deviation without the written approval of the Engineer.

If the Contractor falls 10 or more working days behind the Approved Progress Schedule, they shall provide the Engineer with a revised Progress Schedule that complies with the requirements of the Contract for the Engineer's review.

TIME IS OF THE ESSENCE ON THIS CONTRACT AND LIQUIDATED DAMAGES WILL BE ASSESSED FOR EACH DAY THAT THE WORK REMAINS INCOMPLETE PAST THE STATED COMPLETION DATE.

6. Insurance Coverage:

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

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

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

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

All employees must be included as insureds.

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

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

Coverage must include:

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

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

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

All employees must be included as insured.

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

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

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

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

F. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

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

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

Comprehensive General Liability, Comprehensive Motor Vehicle Liability, and Umbrella Policy.

The Additional Insured endorsement must identify Owner as follows:

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

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

Additional Insured

Policy or Policies

7. **Contract Price:**

SCHEDULE OF PRICES

A. LUMP SUM CONTRACT

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

\$ _____

All Work will be paid on a force account basis, using the terms of Section 109.04(b) of the IDOT Standard Specifications For Road And Bridge Construction 2016, without limitation to “extra work.” Contractor shall be paid in installments (see below). Contractor must submit Pay Requests including itemized statements of the cost of the Work, accompanied and supported by statements and invoices for all labor, materials, transportation charges and other items of the Work, using standard Illinois Department of Transportation schedules and report forms.

B. UNIT PRICE CONTRACT

NOTE: If Owner has provided a separate form Schedule of Pricing attached to this Attachment 1, then that Schedule of Prices will be used and this Subsection B should not be used. If Owner has not provided a separate form Schedule of Prices, then this Subsection B should be used.

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

**COMPLETE SCHEDULE OF PRICES
IN ATTACHMENT 1**

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

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

\$ _____

C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

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

\$ _____

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

COMPLETE TABLE AS INDICATED

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

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

\$ _____

- D. 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.

8. Progress Payments:

- A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.
- B. Value of Work. The Value of the Work will be determined as follows:
- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract

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

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

(2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment 1 to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner’s estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

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

9. **Per Diem Administrative Charge:**



\$ per IDOT SSRB

No Charge

10. Standard Specifications:

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

- "State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)
- "Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)
- "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

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

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

See Attachment 5 for any special project requirements.

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF 2023 SIGN REPLACEMENT PROGRAM**

ATTACHMENT 3

SPECIFICATIONS

INDEX OF SPECIAL PROVISIONS

The following Index is provided for the Bidder's convenience only. Bidders are advised to thoroughly read each Special Provision and familiarize themselves with their content.

PAGE NUMBER	DESCRIPTION
1	SPECIAL PROVISIONS
1	CONTRACTOR SAFETY RESPONSIBILITY
1	COOPERATION BY CONTRACTOR
2	DIRT ON PAVEMENT
2	REMOVE SIGN PANEL ASSEMBLY
2	INSTALL EXISTING SIGN PANEL
3	TELESCOPING STEEL SIGN SUPPORT
3	SIGN POST REFLECTOR STRIPS
4	SIGN PANEL, TYPE 1
6	GIS DATA COLLECTION AND RECORD DRAWINGS
7	TRAFFIC CONTROL AND PROTECTION

OTHER ATTACHMENTS:

INDEX OF SUPPELEMENTAL SPECIFICATIONS

RECURRING SPECIAL PROVISIONS

BDE SPECIAL PROVISIONS

IDOT HIGHWAY STANDARDS

NO PARKING SIGN

**CITY OF DES PLAINES
 CONTRACT FOR THE CONSTRUCTION
 OF 2023 CIP – SIGN REPLACEMENT PROGRAM**

ATTACHMENT 4

INDEX OF SHEETS	
Sheet No.	Description
1	SIGN DISTRICT MAP
2	GENERAL NOTES
3-4	SIGN DETAIL SHEETS
5	SUMMARY OF QUANTITIES (DISTRICTS 5,6 &7)
6	PROPOSED MUTCD SIGNAGE DISTRICT 5
7	PROPOSED MUTCD SIGNAGE DISTRICT 6
8	PROPOSED MUTCD SIGNAGE DISTRICT 7
9	(ALL) PROPOSED SIGN PANELS (DISTRICTS 5,6 &7)
10	PROPOSED SIGN REMOVAL COUNT (DISTRICTS 5,6 &7)
11	PROPOSED STREET SIGN PANELS (DISTRICTS 5,6 &7)

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF 2023 CIP - SIGN REPLACEMENT PROGRAM**

ATTACHMENT 5

SPECIAL PROJECT REQUIREMENTS

PRE-CONSTRUCTION MEETING

Prior to commencing any construction operations, there shall be a Pre-Construction Meeting conducted at the Public Works and Engineering Office, Des Plaines Civic Center, 1420 Miner Street, Room 504. The Engineer will set the date and time of the Pre-Construction Meeting after execution of the Contract by both parties. The Contractor's full time Superintendent must attend the Pre-Construction meeting.

The following shall be submitted for review at the Pre-Construction meeting:

Progress Schedule (submit 3 working days prior) for review

Superintendent 24-hour emergency phone number, field phone number, pager number and cellular telephone number

Name and 24-hour emergency telephone number of the person in the direct employ of the Contractor who is responsible for administrating the Traffic Control on the Contract.

List of Subcontractors, including quantity and type of work to be sublet, their qualifications, references and certified copies of their subcontract agreements.

List of Material Suppliers and phone numbers

Mix Designs for concrete and hot-mix asphalt items to be incorporated in the Contract

All Subcontractors are required to either attend the Pre-Construction meeting or attend a Field Pre-Construction meeting with the Resident Engineer and the Contractor's Superintendent prior to the beginning of any sub-let work.

CLAIMS

The Contractor agrees to save and hold harmless the Owner and the Engineer from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of the use of the streets or sidewalks, or resulting from the excavations, openings,

obstructions, or defects that may be made or left in the streets or sidewalks by the Contractor or their several agents, or any other person engaged in the performance of this Contract.

The Contractor shall save the Owner and the Engineer harmless from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of any infringement of any patent rights or royalties claimed by any one on account of machinery, instrument tools, materials, principals or processes used by them or about said work.

PROCEDURE FOR RESOLVING PROPERTY DAMAGE CLAIMS

The General Contractor agrees to adhere to the following procedure to resolve all property damage claims that are related to the performance of all Work on this Contract. It is the responsibility of the General Contractor to require that all Subcontractors and Material Suppliers follow this claim procedure. The City reserves the right to withhold one and one half times the estimated cost of the damages from sums due the General Contractor until all claims related to performance of their Work are resolved as herein provided.

Upon receipt of a claim against the General Contractor for property damage allegedly caused or related to the performance of their Work under this Contract, the General Contractor shall, within 5 working days of receipt of such claim:

Acknowledge the claim, in writing, to the property owner.

Furnish the Engineer with written acknowledgement of receipt of the claim, including a copy of the claim and all information related to it.

If the claim is not settled (or the General Contractor does not agree to settle the claim) within 5 days, the General Contractor shall:

Forward the claim to the General Contractor's Insurance Carrier.

Furnish the Engineer with a copy of the Insurance Carrier's written acknowledgement of receipt of the claim

The General Contractor shall either settle or deny the claim within 60 calendar days from initial receipt of the claim, the General Contractor shall:

Notify the Engineer, in writing, of claims that have been settled or denied, including the terms of the settlement or the reason for the denial.

Notify the property owner if there is a decision to deny their claim and shall include in the Notice of Denial the name and address of the person authorized to accept service of process on behalf of the General Contractor.

When a claim is allowed in any amount, within 30 days of the award, pay to the property

owner the amount of the award.

If the Contractor does not make payment to the property owner within the 30 day period, the Owner shall be authorized to make the payment in the amount of the award on behalf of the General Contractor and deduct the amount of the payment from the amount due the General Contractor on the next payment due the Contractor under this Contract.

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
2023 CIP – SIGN REPLACEMENT PROGRAM**

BID PACKAGE

BIDDER’S PROPOSAL

Full Name of Bidder Misfits Construction Company (“Bidder”)
Principal Office Address 333 South Wabash Avenue, Suite 2700, Chicago, IL 60604
Local Office Address 333 South Wabash Avenue, Suite 2700, Chicago, IL 60604
Contact Person John Thomas Telephone (312) 420-5041

TO: City of Des Plaines (“Owner”)
1420 Miner Street
Des Plaines, IL 60016
Attention: City Clerk

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. None, which are securely stapled to the end of this Bidder’s Proposal [if none, write “NONE”] (“Bid Package”).

Bidder acknowledges and agrees that all terms capitalized in this Bidder’s Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder’s Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package (“Work Site”) and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for *the removal and replacement of signs and posts to meet current MUTCD Retro-reflectivity Standards, installation of new signs and posts to conform to MUTCD standards or City ordinances, and removal of unnecessary signage in neighborhood.* (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment 2 to the Contract included in the

2023 CIP – SIGN REPLACEMENT PROGRAM
PROPOSAL

B. UNIT PRICE CONTRACT

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

**COMPLETE SCHEDULE OF PRICES
 IN ATTACHMENT 1**

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

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

\$ _____

C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

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

\$ _____

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

COMPLETE TABLE AS INDICATED

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

3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment 2 to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment 2 to the Contract.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11 and that Bidder has the requisite experience, 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 Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish on request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

2023 CIP - SIGN REPLACEMENT PROGRAM - DISTRICTS 5, 6, & 7
SCHEDULE OF PRICES

ITEM #	PAY ITEM	UNIT	TOTAL	UNIT COST	TOTAL COST
1	REMOVE SIGN PANEL ASSEMBLY	EACH	664	\$25.00	\$ 16,600.00
2	INSTALL EXISTING SIGN PANEL	EACH	23.00	\$25.00	\$ 575.00
3	TELESCOPING STEEL SIGN SUPPORT	FOOT	11,052.00	\$9.00	\$ 99,468.00
4	SIGN POST REFLECTOR STRIPS	EACH	115.00	\$25.00	\$ 2,875.00
5	SIGN PANEL, TYPE 1	SQ FT	3,475.00	\$16.00	\$ 55,600.00
6	GIS DATA COLLECTION AND RECORD DRAWINGS	LUMP SUM	1.00	\$35,000.00	\$ 35,000.00
7	TRAFFIC CONTROL & PROTECTION	LUMP SUM	1.00	\$8,000.00	\$ 8,000.00
8	TABLET FOR GIS DATA COLLECTION	LUMP SUM	1.00	\$1,400.00	\$ 1,400.00
ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER:					
	METAL POST, TYPE A	FOOT		\$20.00	\$ -
	METAL SUPPORT BASE, SURFACE MOUNT	EACH		\$350.00	\$ -
TOTAL BID - DISTRICT 5					\$ 219,518.00

ITEM #	PAY ITEM	UNIT	TOTAL	UNIT COST	TOTAL COST
1	REMOVE SIGN PANEL ASSEMBLY	EACH	497	\$25.00	\$ 12,425.00
2	INSTALL EXISTING SIGN PANEL	EACH	17	\$25.00	\$ 425.00
3	TELESCOPING STEEL SIGN SUPPORT	FOOT	8,568	\$9.00	\$ 77,112.00
4	SIGN POST REFLECTOR STRIPS	EACH	150	\$25.00	\$ 3,750.00
5	SIGN PANEL, TYPE 1	SQ FT	2,759	\$16.00	\$ 44,144.00
6	GIS DATA COLLECTION AND RECORD DRAWINGS	LUMP SUM	1	\$35,000.00	\$ 35,000.00
7	TRAFFIC CONTROL & PROTECTION	LUMP SUM	1	\$8,000.00	\$ 8,000.00
8	TABLET FOR GIS DATA COLLECTION	LUMP SUM	1	\$1,400.00	\$ 1,400.00
ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER:					
	METAL POST, TYPE A	FOOT		\$20.00	\$ -
	METAL SUPPORT BASE, SURFACE MOUNT	EACH		\$350.00	\$ -
ALTERNATE WORK BID - DISTRICT 6					\$ 182,256.00

ITEM #	PAY ITEM	UNIT	TOTAL	UNIT COST	TOTAL COST
1	REMOVE SIGN PANEL ASSEMBLY	EACH	548	\$25.00	\$ 13,700.00
2	INSTALL EXISTING SIGN PANEL	EACH	15	\$25.00	\$ 375.00
3	TELESCOPING STEEL SIGN SUPPORT	FOOT	9,108	\$9.00	\$ 81,972.00
4	SIGN POST REFLECTOR STRIPS	EACH	87	\$25.00	\$ 2,175.00
5	SIGN PANEL, TYPE 1	SQ FT	2,567	\$16.00	\$ 41,072.00
6	GIS DATA COLLECTION AND RECORD DRAWINGS	LUMP SUM	1	\$35,000.00	\$ 35,000.00
7	TRAFFIC CONTROL & PROTECTION	LUMP SUM	1	\$8,000.00	\$ 8,000.00
ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER:					
	METAL POST, TYPE A	FOOT		\$20.00	\$ -
	METAL SUPPORT BASE, SURFACE MOUNT	EACH		\$350.00	\$ -
ALTERNATE WORK BID - DISTRICT 7					\$ 182,294.00

**CITY OF DES PLAINES
 CONTRACT FOR THE CONSTRUCTION OF
 2023 CIP – SIGN REPLACEMENT PROGRAM**

BID PACKAGE

BIDDER’S SWORN ACKNOWLEDGEMENT

John Thomas (“Deponent”), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder’s Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder’s Proposal and that the statements contained in its Bidder’s Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Misfits Construction Company.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>John Thomas</u>	<u>333 South Wabash Avenue, Suite 2700 Chicago, IL 60604</u>
Vice President	<u>n/a</u>	<u>333 South Wabash Avenue, Suite 2700 Chicago, IL 60604</u>
Secretary	<u>John Thomas</u>	<u>Chicago, IL 60604</u>
Treasurer	<u>n/a</u>	<u></u>

2. Partnership

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of n/a.

[For each signatory, indicate type of entity (Corporation = “C”; Partnership = “P”; and Individual = “I”) and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED: July 25, 2023.

Bidder

Attest

By: [Signature]

By: [Signature]

Title: President

Title: Witness

Subscribed and Sworn to before me on July 25, 2023.

[Signature]
Notary Public

My commission expires: October 31, 2023



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
2023 CIP – CONTRACT A**

BID PACKAGE

BIDDER’S SWORN WORK HISTORY STATEMENT

_____ John Thomas _____ (“Deponent”), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder’s Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. Nature of Business

State the nature of Bidder’s business: _____ Sign Contractor _____

2. Composition of Work

During the past three years, Bidder’s work has consisted of:

<u>10</u> % Federal	<u>90</u> % As Contractor	<u>70</u> % Bidder’s Forces
<u>80</u> % Other Public	<u>10</u> % As Subcontractor	<u>10</u> % Subcontractors
<u>10</u> % Private		<u>20</u> % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 9 years

Misfits Construction Company

333 South Wabash Avenue, Suite 2700, Chicago, IL 60604 | (312) 420-5041 | www.MisfitsConstruction.com

PROJECT REFERENCES

Municipality: Village of Elk Grove Village
Address: 901 Wellington Avenue, Elk Grove Village, IL 60007
Contact Name: Will Denton, P.E. ENV SP Phone Number: (847) 734-8044
Contact E-mail: wdenton@elkgrove.org
Name of Project: Residential Regulatory Sign Replacement Program – Zone 1
Contractor: Misfits Construction Company Role on Project: General Contractor
Contract Value: \$ 592,476.60 Date of Completion: 04-30-2021
Scope of Work: Replace Decorative Sign Posts, Frames, and Regulatory Signs

Municipality: PACE Suburban Bus
Address: 550 West Algonquin Road, Arlington Heights, IL 60005
Contact Name: Doug Sullivan Phone Number: (847) 228-4264
Contact E-mail: douglas.sullivan@pacebus.com
Name of Project: Posed Bus Stop Signs
Contractor: Misfits Construction Company Role on Project: General Contractor
Contract Value: \$ 725,721.00 Date of Completion: 08-26-2020
Scope of Work: Replace Bus Stop Posts and Signs

Municipality: Forest Preserve District of DuPage County
Address: 3 South 580 Naperville Road, Wheaton, IL 60189
Contact Name: Mark Decker, ASLA, PLA Phone Number: (630) 462-8712
Contact Email: mdecker@dupageforest.org
Name of Project: District Wide Trail Signage Phase Two
Contractor: Misfits Construction Co. Role on Project: Contractor
Contract Value: \$ 41,275.00 Date of Completion: 11-30-2017
Scope of Work: Installation of Trail Signage and Aggregate Pads

Municipality: City of Wood Dale
Address: 404 North Wood Dale Road, Wood Dale, IL 60191
Contact Name: Ken Rubach Phone Number: (630) 787-3761
Name of Project: Decorative Sign Post Installation
Contractor: Misfits Construction Co. Role on Project: Contractor
Contract Value: \$ 86,560.00 Date of Completion: 11-20-2017
Scope of Work: Remove Regulatory Signs & Install Decorative Posts and Regulatory Signs

Municipality: Forest Preserve District of Cook County
Address: 69 West Washington Street, Suite 2060, Chicago, IL 60602
Contact Name: Daniel White, Architect Phone Number: (708) 771-1358
Contact E-mail: daniel.white@cookcountyil.gov
Name of Project: Sign Installation at Camp Reinberg
Contractor: Misfits Construction Co. Role on Project: Contractor
Contract Value: \$ 13,150.00 Date of Completion: 06-05-2015
Scope of Work: Installation of Site Signage and Aggregate Pads

DATED: July 25, 2023.

Bidder

Attest

By: *[Signature]*

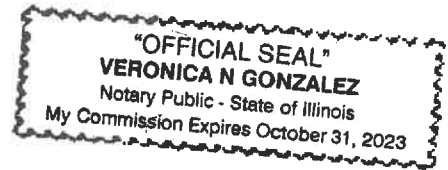
By: *[Signature]*

Title: President

Title: Witness

Subscribed and Sworn to before me on July 25, 2023.

[Signature]
Notary Public



My commission expires: October 31, 2023

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

July 24, 2023

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

Re: Prequal Letter - 2023 CIP - Sign Replacement Program. District 5, 6, & 7.

To Whom It May Concern,
Atlantic Specialty Insurance Company, 1717 North Naper Boulevard, Suite 104,
Naperville, IL 60563 currently has a Surety Line of Credit in place for Misfits
Construction Company. An expression of support includes Single Jobs up to the
\$3,000,000 range within a \$12,000,000 Aggregate.

If Misfits Construction Company is awarded a contract and is required to provide
Performance/Payment bonds, we will be prepared to execute the bonds subject to our
acceptable review of the contract terms and conditions, bond forms, appropriate
contract funding and Misfits Construction Company meeting financial underwriting
criteria at the time of request.

Our consideration and issuance of bonds is a matter solely between Misfits
Construction Company and ourselves, and we assume no liability to third parties or to
you by the issuance of this letter.

We regard Misfits Construction Company as a highly qualified organization, which has
demonstrated the ability to perform difficult projects in an admirable manner. We trust
that this information meets your satisfaction. If there are any further questions, please
feel free to contact us.

Sincerely,
Atlantic Specialty Insurance Company



William Reidinger
Attorney-In-Fact



07/25/2023

Misfits Construction Company
333 South Wabash Avenue, Suite 2700
Chicago, IL 60604

RE: 2023 CIP - Sign Replacement Program

This letter is to verify that at this time Misfits Construction Company is compliant with the insurance requirements requested in the above referenced bid packet and we are ensuring issuance of required job coverage.

Sincerely,

DAN LEJA, CRIS

Vice President

o: 708-845-3011 | c: 708-819-1405

email: dan.leja@thehortongroup.com

Schedule time on my calendar!

HORTON Leading clients to a *higher level of performance.*
www.thehortongroup.com

The Horton Group, Inc. DBA Glenn Horton Insurance Agency, CA License #0670110.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Misfits Construction Company
333 South Wabash Avenue, Suite 2700
Chicago, IL 60604

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

2023 CIP - Sign Replacement Program. District 5, 6, & 7.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

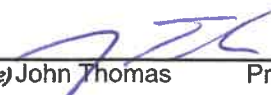
Signed and sealed this 25th day of July, 2023.



(Witness)

Misfits Construction Company

(Principal) (Seal)

By: 


(Title) John Thomas President



(Witness) Hina Azam

Atlantic Specialty Insurance Company

(Surety) (Seal)

By: 

(Title) William Reidinger, Attorney-in-Fact





Power of Attorney

Surety Bond No: Bid Bond

Principal: Misfits Construction Company

Obligee: City of Des Plaines

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: William Reidinger, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

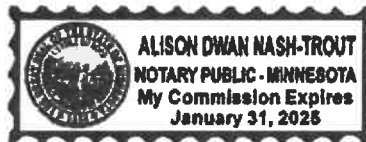
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 25th day of July, 2023.



Christopher V. Jerry, Secretary



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: July 27, 2023

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

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

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

Subject: Bid Award – 2023 Des Plaines Parking Structures Maintenance Repairs

Issue: The approved 2023 budget includes funding for parking garage maintenance repairs at the Library Plaza, Metropolitan Square Parking, and Civic Center Parking Garages.

Analysis: Six bids for the 2023 Des Plaines Parking Structures Maintenance Repairs project were received and opened on June 29, 2023. The City owns and maintains the Library Plaza Parking Garage (1444 Prairie Avenue) Metropolitan Square Parking Garage (648 Metropolitan Way) and Civic Center Parking Structure (606 Lee Street). Based on site inspections conducted by Walker Restoration Consultants, the recommended repairs for each parking structure include:

- Library Plaza Parking Garage: column/wall/floor repair, concrete T-beam and joint repair, shear connector replacement, drain pipe replacement, replace doors and frames, and minor tuckpointing.
- Metropolitan Square Parking Garage: floor repairs, beam/column/wall repairs, pre-cast T-beam repairs, minor tuckpointing, drain pipe replacement, and sealant repairs.
- Civic Center Parking Structure: concrete reinforcement and floor repairs

The bid results are summarized below:

Company	Total Cost
J. Gill & Company	\$230,445
Western Specialty Contractors	\$312,409
Golf Construction	\$389,906
JLJ Contracting Inc.	\$392,160
Otto Baum Company Inc.	\$397,445
Berglund Construction	\$499,990

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

Recommendation: We recommend award of the 2023 Des Plaines Parking Structures Maintenance Repairs contract to the low bidder, J. Gill and Company, 8150 W. 185th Street, Suite G, Tinley Park, IL 60487 in the amount of \$230,445. Source of funding will be budgeted funds from the City Owned Parking Fund, R&M Buildings & Structures (510-00-000-0000.6315) account.

Attachments:

Resolution R-144-23

Exhibit A - Contract

CITY OF DES PLAINES

RESOLUTION R - 144 - 23

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

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

WHEREAS, the City has appropriated funds in the City Owned Parking Fund for use by the Department of Public Works and Engineering during the 2023 fiscal year for repairs to the City-owned parking garages located at the Des Plaines Public Library, Metropolitan Square and Civic Center Parking Structure (collectively, "*Work*"); and

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

WHEREAS, the City received six bids, which were opened on June 29, 2023; and

WHEREAS, J. Gill & Company ("*Contractor*") submitted the lowest responsible bid in the not-to-exceed amount of \$230,445 to complete the Work; and

WHEREAS, the City desires to enter into an agreement with the Contractor for the performance of the Work in the not-to-exceed amount of \$230,445 ("*Agreement*"); and

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

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

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

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

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

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

PASSED this ___ day of _____, 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 J Gill and Company for Parking Structure Repairs 2023

CITY OF DES PLAINES
CONTRACT FOR

City of Des Plaines Parking Structure – 2023 Maintenance Repairs

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

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

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

1. **Work Proposal**

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

1. **Labor, Equipment, Materials and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for maintenance repairs to the Library and Metropolitan Parking Structures, located in downtown of Des Plaines, IL 60016 (the "Work Site");
2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. **Taxes.** Pay all applicable federal, state, and local taxes;
5. **Miscellaneous.** Do all other things required of Bidder by this Contract; and
6. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition

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

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

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

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

2. **Contract Price Proposal**

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other

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matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

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

Total Extended Price from Section 00 43 10:

\$ 230,455.00

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

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

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

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

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of

lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

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

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner insurance certificates and policies of insurance specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than November 17, 2023 (the "Completion Date").

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

Per Diem Administrative Charge:

\$ 100

4. Financial Assurance

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

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

{00119453.2}

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The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois

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

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

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

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

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

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

- Bidder has carefully examined and read the ITB and all related documents in their entirety.
- The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- Bidders has provided a list of client references with a minimum of **(4) four municipal** references.
- Bidder has fully completed the entire Contract form, including the Total Contract Price on page 2 of the contract and completed the entire bid pricing in Attachment A.
- Bidder has submitted a certified check or bid bond, in amount equal to at least 5 percent of the Total Contract Price.
- Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. none **[BIDDERS MUST INSERT ALL ADDENDA NUMBERS]**, has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- Bidder meets all conditions of Ordinance M-7-20: RESPONSIBLE BIDDER FOR CERTAIN CONSTRUCTION CONTRACTS which is included in Attachment C. Include documents with bid submission.
- Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

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Dated: June 29, 2023

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

Bidder's Name: J. Gill and Company

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent:  Date: 6-28-23

(corporate seal) Printed Name: Joseph J. Gill
 (if corporation)

Title/Position: President

Bidder's Business Address: 8150 185th Street, Suite G, Tinley Park, IL 60487

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

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

NAME	TITLE	ADDRESS
Joseph J. Gill	President	8150 185th Street, Suite G, Tinley Park, IL 60487
James Bax	Secretary	8150 185th Street, Suite G, Tinley Park, IL 60487

ACCEPTANCE

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

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

CITY OF DES PLAINES

Signature: _____

Printed name: Michael G. Bartholomew

Title: City Manager

Name of Bidder J. Gill and Company

SECTION 00 43 10 – PROCUREMENT FORM SUPPLEMENTS

1.1 LIST OF UNIT PRICES

State Unit Prices on the following forms.

LIBRARY PARKING STRUCTURE

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
PART I: GENERAL REQUIREMENTS / PRELIMINARY MATTERS					
1.0	General Requirements				
1.1	General Requirements				
1.1.2	Concrete Formwork				
1.1.3	Concrete Shores and Reshores	L.S.	1	7,800.00	7,800.00
1.1.4	Concrete Reinforcement				
1.1.5	Temporary Signage				
3.0	Concrete Floor Repair				
3.1	Floor Repair	S.F.	10	250.00	2,500.00
3.12	Reprofile Slab	L.S.	1	6,500.00	6,500.00
4.0	Concrete Ceiling Repair				
4.1	Ceiling Repair	S.F.	15	250.00	3,750.00
5.0	Concrete Beam and Joist Repair				
5.1	Beam Repair	S.F.	10	250.00	2,500.00
6.0	Concrete Column Repair				
6.1	Column Repair	S.F.	40	125.00	5,000.00
7.0	Concrete Wall Repair				
7.1	Wall Repair	S.F.	40	125.00	5,000.00
8.0	Concrete Tee Beam Repair				
8.1	Tee Stem Repair	S.F.	10	300.00	3,000.00

Name of Bidder J. Gill and Company

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
8.4	Tee Flange Repair	S.F.	40	145.00	5,800.00
10.0	Expansion Joint Repair and Replacement				
10.6	Expansion Joint – Silicone Seal	L.F.	10	150.00	1,500.00
11.0	Cracks and Joint Repair				
11.3	Vertical Joint Sealant	L.F.	30	50.00	1,500.00
11.9	Crack Sealer	L.F.	8,000	1.20	9,600.00
25.0	Mechanical – Drainage				
25.3	Replace Broken Drain Pipe	L.F.	135	125.00	16,875.00
37.0	Doors, Frames, and Hardware				
37.3	Replace Doors and Frame	EA.	1	5,000.00	5,000.00
40.0	Connections/Bearings				
40.2	Shear Connector Repair	EA.	1	975.00	975.00
40.6	New Precast Connection	EA.	1	2,500.00	2,500.00
40.7	Install Closure Plate	EA.	1	2,250.00	2,250.00
45.0	Connections/Bearings				
45.4	Clean and Paint Door	EA.	1	950.00	950.00
45.5	Clean and Paint Steel Beam	EA.	1	2,900.00	2,900.00
LIBRARY PARKING STRUCTURE TOTAL					\$ 85,900.00

Name of Bidder J. Gill and Company

METROPOLITAN PARKING STRUCTURE

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
PART I: GENERAL REQUIREMENTS / PRELIMINARY MATTERS					
1.0	General Requirements				
1.1	General Requirements				
1.1.2	Concrete Formwork				
1.1.3	Concrete Shores and Reshores	L.S.	1	12,750.00	12,750.00
1.1.4	Concrete Reinforcement				
1.1.5	Temporary Signage				
3.0	Concrete Floor Repair				
3.1	Floor Repair	S.F.	300	72.00	21,600.00
3.11	Floor Repair – Lifting Loops	EA.	10	125.00	1,250.00
5.0	Concrete Beam and Joist Repair				
5.1	Beam Repair	S.F.	60	115.00	6,900.00
6.0	Concrete Column Repair				
6.1	Column Repair	S.F.	10	250.00	2,500.00
6.6	Column Repair - Haunch	S.F.	10	250.00	2,500.00
7.0	Concrete Wall Repair				
7.1	Wall Repair	S.F.	30	195.00	5,850.00
8.0	Concrete Tee Beam Repair				
8.1	Tee Stem Repair	S.F.	55	175.00	9,625.00
8.4	Tee Flange Repair	S.F.	250	82.00	20,500.00
8.8	Tee Stem Repair – FRP Vertical Wrap	EA.	7	2,500.00	17,500.00
8.9	Chord Connection Repair	EA.	14	1,975.00	27,650.00
11.0	Cracks and Joint Repair				
11.1	Seal Random Floor Cracks	L.F.	170	7.00	1,190.00
11.2	Construction Joint Sealant	L.F.	60	18.00	1,080.00

CITY OF DES PLAINES PARKING STRUCTURES

2023 Maintenance Repairs
Project Number 31-009132.50

Construction Documents
May 2023

Name of Bidder J. Gill and Company

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
11.3	Vertical Joint Sealant	L.F.	88	20.00	1,760.00
11.4	Tee-to-Tee Joint Sealant	L.F.	120	20.00	2,400.00
11.7	Cove Sealant	L.F.	50	20.00	1,000.00
16.0	Traffic Topping				
16.1	Traffic Topping - Vehicular	(Incidental to W.I. 8.9)			
25.0	Mechanical – Drainage				
25.3	Replace Broken Drain Pipe	L.F.	15	150.00	2,250.00
40.0	Connections/Bearings				
40.2	Shear Connector Repair	EA.	5	750.00	3,750.00
METROPOLITAN PARKING STRUCTURE TOTAL					\$ 142,055.00

CIVIC CENTER PARKING STRUCTURE

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
PART I: GENERAL REQUIREMENTS / PRELIMINARY MATTERS					
1.0	General Requirements				
1.1	General Requirements				
1.1.2	Concrete Formwork				
1.1.3	Concrete Shores and Reshores	L.S.	1	500.00	500.00
1.1.4	Concrete Reinforcement				
1.1.5	Temporary Signage				
3.0	Concrete Floor Repair				
3.1	Floor Repair	S.F.	5	400.00	2,000.00
CIVIC CENTER PARKING STRUCTURE TOTAL					\$ 2,500.00

GRAND TOTAL					\$ 230,455.00
--------------------	--	--	--	--	----------------------

Name of Bidder J. Gill and Company

Description of Abbreviations:

L.F. = Lineal Feet
EA. = Each

S.F. = Square Feet
L.S. = Lump Sum

1.2 NON-COLLUSION AFFIDAVIT

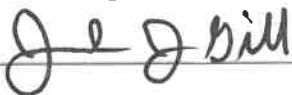
Bidder, by its officers and its agents or representatives present at the time of filing this Bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Bidder, or with any officer of City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

Submitted By:

Type or print firm name:

J. Gill and Company

Authorized Signature



Date

June 29, 2023

END OF SECTION 00 43 10

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PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: July 27, 2023
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
From: Rob Greenfield, Superintendent of Utility Services *RG*
Cc: Timothy Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works and Engineering
Subject: Dulles Water Tank Painting Change Order No. 1 and No. 2

Issue: At the March 20, 2023 Council Meeting the City Council awarded the Dulles Water Tank Painting to Era Valdivia Contractors, Inc. in the amount of \$1,778,000.00.

Analysis: Due to deterioration issues with the wet interior ladder discovered during repair construction of the project, there is a need to replace the full wet interior ladder. Era Valdivia provided a proposal for this Change Order #1 work in the amount of \$16,100.00. Also, during repair construction it was found that the roof rigging couplings were severely deteriorated and will need to be replaced. Era Valdivia provided a proposal for this Change Order #2 work in the amount of \$18,577.00. Both amounts were reviewed and are reasonable considering the scope of work.

Recommendation: We recommend approval of Change Order No. 1 to the contract with Era Valdivia Contractors, Inc., 11909 S. Avenue O, Chicago, IL 60617, in the amount of \$16,100.00 and Change Order #2 to the contract with Era Valdivia Contractors, Inc., 11909 S. Avenue O, Chicago, IL 60617, in the amount of \$18,577.00.

Attachments:

Resolution R-145-23
Exhibit A - Change Order No. 1
Exhibit B – Change Order No. 2

CITY OF DES PLAINES

RESOLUTION R - 145 - 23

A RESOLUTION APPROVING CHANGE ORDERS NO. 1 AND 2 TO THE AGREEMENT WITH ERA VALDIVIA CONTRACTORS, INC. FOR THE DULLES WATER TANK PAINTING PROJECT.

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

WHEREAS, on March 21, 2023, the City Council approved Resolution R-63-23, authorizing the City to enter into a contract ("**Agreement**") with Era Valdivia Contractors, Inc. ("**Contractor**") for the painting of the Dulles Water Tank ("**Work**"); and

WHEREAS, Resolution R-63-23 authorized the expenditure of an amount not to exceed \$1,778,000 for the performance of the Work; and

WHEREAS, during the performance of the Work, it was determined that the following additional services were necessary to complete the Work (collectively, the "**Additional Services**"): (i) the wet interior ladder is deteriorating and needs to be replaced; and (ii) the roof rigging couplings are severely deteriorated and need to be replaced; and

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

WHEREAS, Contractor submitted proposals to replace the wet interior ladder in the amount of \$16,100 and to replace the roof rigging couplings in the amount of \$18,577; and

WHEREAS, the City and the Contractor desire to enter into Change Order No. 1 to the Agreement for the replacement of the wet interior ladder in the amount of \$16,100 ("**Change Order No. 1**") and Change Order No. 2 to the Agreement for the replacement of the roof rigging couplings in the amount of \$18,577 ("**Change Order No. 2**"), for a total cost to perform the Additional Services of \$34,677, increasing the total Agreement amount to \$1,812,677; and

WHEREAS, the City Council has determined that authorizing the Contractor to perform the Additional Services under the Agreement pursuant to Change Order No. 1 and Change Order No. 2 are: (i) necessary to complete the Work; (ii) germane to the Agreement in its original form as signed; and (iii) in the best interest of the City and authorized by law;

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

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

SECTION 2: APPROVAL OF CHANGE ORDERS. Change Order No. 1 and Change Order No. 2 are approved in substantially the forms attached to this Resolution as **Exhibit A** and **Exhibit B** respectively, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDERS. The City Manager and the City Clerk are authorized to execute and seal, on behalf of the City, Change Order No. 1 and Change Order No. 2.

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

PASSED this ___ day of _____, 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 Change Orders No 1 and 2 with Era Valdivia Contractors

CITY OF DES PLAINES

CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: Dulles Water Tank Painting

CHANGE ORDER NO. 1

LOCATION: 712 Dulles Rd.

CONTRACT NO.

CONTRACTOR: Era Valdivia Contractors, Inc.

DATE: 7/3/2023

I. A. DESCRIPTION OF CHANGES INVOLVED:

Replacement of wet interior ladder.

B. REASON FOR CHANGE:

Existing ladder is in bad condition and not safe to use.

C. REVISION IN CONTRACT COST:

Additional \$16,100.00

II. CHANGE ORDER CONDITIONS:

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

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	<u>\$1,778,000.00</u>
2.	Net (addition) (reduction) due to all previous Change Orders Nos. ____ to ____	<u>\$0.00</u>
3.	Contract Price, not including this Change Order	<u>\$1,778,000.00</u>
4.	(Addition) (Reduction) to Contract Price due to this Change Order	<u>\$16,100.00</u>
5.	Contract Price including this Change Order	<u>\$1,794,100.00</u>

IV. FINDINGS:

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

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

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

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

RECOMMENDED FOR ACCEPTANCE:

PROJECT MANAGER: Todd Schaefer Dixon Engineering LLC

By: Todd Schaefer (7/3/23)

Signature of Authorized Representative

Date

ACCEPTED:

CONTRACTOR: Era Valdivia Contractors, Inc..

By: [Signature] (7/5/23)

Signature of Authorized Representative

Date

CITY OF DES PLAINES:

By: [Signature] (7/5/23)

Signature of Authorized Representative

Date

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Section 00 63 63 - CHANGE ORDER NO. 1

Owner:	City of Des Plaines	Owner's Project No.:	
Engineer:	Dixon Engineering, Inc.	Engineer's Project No.:	99-16-15-05
Contractor:	Era Valdivia Contractors, Inc.	Contractor's Project No.:	
Project:	2,000,000 Gallon Hydropillar		
Contract Name:	Construction of the Dulles Water Tank Painting		
Date Issued:	June 30, 2023	Effective Date of Change Order:	June 30, 2023

The Contract is modified as follows upon execution of this Change Order:

Description: Replace the entire wet interior ladder per the attached bulletin with the exception that the entire ladder is to be replaced in lieu of partial replacement

Attachments: Bulletin 1, Era Valdivia Letter, Rays Welding Quote

Change in Contract Price

Change In Contract Times

Original Contract Price: \$ <u>1,778,000</u>	Original Contract Times: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>1,778,000</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Increase this Change Order: \$ <u>16,100</u>	[Increase] [Decrease] this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>1,794,100</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>

Recommended by Engineer (if required)
By: Todd Schueler
Title: Project Manager
Date: June 30, 2023

Authorized by ~~Owner~~ Contractor

Authorized by ~~Contractor~~ Owner
By: Robert Spink
Title: Superintendent of Utility Services
Date: 7/03/2023

Approved by Funding Agency (if applicable)



11909 South Avenue O
Chicago, IL 60617

TEL: (773) 721-9350
FAX: (773) 721-8027

June 29, 2023

Dixon Engineering, Inc.
1104 Third Avenue
Lake Odessa, MI 48849

Attn: Mr. Todd Schaeffer

Re: City of Des Plaines – Dulles Rd 2.0 Hydropillar Water Tower Rehabilitation
Steel Repair Work – New Wet Ladder Section

Via E-mail: todd.schaefer@dixonengineering.net

Dear Mr. Schaeffer,

Era Valdivia Contractors, Inc. (EVC) is sending the following price on the added work for fabrication and installation of wet ladder (appx. 40 ft in length), Bulletin No. 1. For your records, I have attached a copy of the RW Proposal.

This work can be performed for an added amount of \$10,000.00 which includes 15 % markup as per contract requirements. I have attached RW, Inc.'s proposal for your records which shows the cost to replace the entire ladder without the EVC markup. If the ladder is replaced in its entirety, the added amount is: \$16,100.00.

Please let us know which direction Des Plaines will go ahead with on the additional repair.

If you have any questions concerning this matter, please contact me direct at office: 773-721-9350 and/or cell: 773-447-6658.

Yours truly,
Era Valdivia Contractors, Inc.

Greg Buraktaris
Senior Project Manager

CC: EVC Dulles Rd Tank

SSPC – Patron Member and SSPC QP1/QP2 Contractor

CITY OF DES PLAINES

CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: Dulles Water Tank Painting

CHANGE ORDER NO. 2

LOCATION: 712 Dulles Rd.

CONTRACT NO.

CONTRACTOR: Era Valdivia Contractors, Inc.

DATE: 7/14/2023

I. A. DESCRIPTION OF CHANGES INVOLVED:

Replacement of 27 deteriorated couplings on top of tank. 12 will be replaced new couplings and 15 will be replaced with plates.

B. REASON FOR CHANGE:

These were found during the prepping of painting project. 12 locations will need couplings for later rigging by personnel/contractors.

C. REVISION IN CONTRACT COST:

Additional \$18,577.00

II. CHANGE ORDER CONDITIONS:

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

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	<u>\$1,778,000.00</u>
2.	Net (addition) (reduction) due to all previous Change Orders Nos. <u>1</u> to <u> </u>	<u>\$16,100.00</u>
3.	Contract Price, not including this Change Order	<u>\$1,794,100.00</u>
4.	(Addition) (Reduction) to Contract Price due to this Change Order	<u>\$18,577.00</u>
5.	Contract Price including this Change Order	<u>\$1,812,677.00</u>

IV. FINDINGS:

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

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

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

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

RECOMMENDED FOR ACCEPTANCE:

PROJECT MANAGER: Todd Schaefer

By: Todd Schaefer (7/15/23)

Signature of Authorized Representative Date

ACCEPTED:

CONTRACTOR: Era Valdivia Contractors, Inc..

By: [Signature] (7/14/23)

Signature of Authorized Representative Date

CITY OF DES PLAINES:

By: Robert Greenfield (7/15/23)

Signature of Authorized Representative Date

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Section 00 63 63 - CHANGE ORDER NO. 2

Owner:	City of Des Plaines	Owner's Project No.:	
Engineer:	Dixon Engineering, Inc.	Engineer's Project No.:	99-16-15-05
Contractor:	Era Valdivia Contractors, Inc.	Contractor's Project No.:	
Project:	2,000,000 Gallon Hydropillar		
Contract Name:	Construction of the Dulles Water Tank Painting		
Date Issued:	July 14, 2023	Effective Date of Change Order:	July 14, 2023

The Contract is modified as follows upon execution of this Change Order:

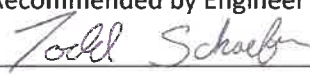
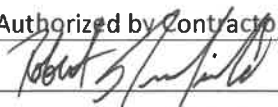
Description: **Roof rigging coupling replacement for 27 couplings per attached Bulletin 2. Install 2 ½ inch couplings at 12 of the 27 locations, welded same as plates with Sika Flex 1 on the interior side.**

Attachments: **Bulletin 2**

Change in Contract Price

Change in Contract Times

Original Contract Price: \$ 1,778,000	Original Contract Times: Substantial Completion: N/A Ready for final payment: N/A
[Increase] from previously approved Change Order No. 1: \$ 16,100	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 1,794,100	Contract Times prior to this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Increase this Change Order: \$ 18,577	[Increase] [Decrease] this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: \$ 1,812,677	Contract Times with all approved Change Orders: Substantial Completion: N/A Ready for final payment: N/A

Recommended by Engineer (if required)	Authorized by Owner
By: <u></u>	_____
Title: <u>Project Manager</u>	_____
Date: <u>July 14, 2023</u>	_____
Authorized by Contractor	Approved by Funding Agency (if applicable)
By: <u></u>	_____
Title: <u>Superintendent of Utility Services</u>	_____
Date: <u>7/14/23</u>	_____

Section 00 63 57 - Change Order Price Request Form
City of Des Plaines, Illinois
Construction of the Dulles Water Tank Painting

July 12, 2023
Bulletin No. 2

Provide prices for the following:

Cut and remove the six (6) damaged roof rigging couplings. Weld ¼ in. plates over all openings using 3/16 in. continuous fillet weld on the exterior. Plates to overlap all holes by a minimum of 1 in. on all sides. Caulk the underside of the cover for the roof plates.

Eight Thousand Seven Hundred
Eighty Dollars \$ 8,780.⁰⁰

Cut and remove the twenty-seven (27) damaged roof rigging couplings. Weld ¼ in. plates over all openings using 3/16 in. continuous fillet weld on the exterior. Plates to overlap all holes by a minimum of 1 in. on all sides. Caulk the underside of the cover for the roof plates.

Eighteen Thousand Five Hundred
Seventy Seven Dollars \$ 18,577.⁰⁰


Contractor Signature

7/12/23
Date



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: July 27, 2023
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *ADD*
Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Subject: Union Pacific Railroad Reimbursement Agreements

Issue: The City must coordinate with Union Pacific Railroad (UPRR) via an Intergovernmental Reimbursement Agreement for Preliminary Engineering Services for the S-Curve Pedestrian-Bicycle Underpass Project and Algonquin Road Grade Separation Project.

Analysis: As part of the S-Curve Pedestrian-Bicycle Underpass Project agreement, the City will reimburse the Union Pacific Railroad for their preliminary engineering costs related to the project in an estimated amount of \$50,000. The estimated amount for the Algonquin Road Grade Separation Project is \$35,000. UPRR will provide these services in order to review any and all submissions made by the City during the Phase I and II engineering designs of both projects.

Recommendation: We recommend approval of the agreements with the Union Pacific Railroad Company for reimbursement of preliminary engineering costs related to the S-Curve Pedestrian-Bicycle Underpass Project and Algonquin Road Grade Separation Project in the total amount of \$85,000. Source of funding will be the Capital Projects Fund.

Attachments:
Resolution R-146-23
Exhibit A – S-Curve Underpass Agreement
Exhibit B – Algonquin Rd Grade Separation Agreement

CITY OF DES PLAINES

RESOLUTION R - 146 - 23

A RESOLUTION APPROVING AGREEMENTS WITH THE UNION PACIFIC RAILROAD COMPANY FOR THE REIMBURSEMENT OF PRELIMINARY ENGINEERING COSTS RELATED TO THE S-CURVE UNDERPASS AND ALGONQUIN ROAD GRADE SEPARATION PROJECTS.

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 budgeted funds for design engineering services for the S-Curve Pedestrian-Bicycle Underpass Project and Algonquin Road Grade Separation Project (collectively, the "*Projects*"); and

WHEREAS, in order to complete the Projects, the Union Pacific Railroad Company ("*Railroad*") must perform certain preliminary engineering review services related to Railroad property and structures ("*Preliminary Engineering Services*"); and

WHEREAS, the Railroad has requested that the City enter into Reimbursement Agreements for Preliminary Engineering Services for the Projects setting forth the parties' respective rights and responsibilities regarding the Preliminary Engineering Services (collectively, the "*Agreements*"); and

WHEREAS, pursuant to the Agreements, the City will reimburse the Railroad for the cost of the Preliminary Engineering Services, which the Railroad has estimated will cost approximately \$50,000 for the S-Curve Pedestrian-Bicycle Underpass Project and approximately \$35,000 for the Algonquin Road Grade Separation Project; and

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

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 AGREEMENTS. The City Council hereby approves the Agreements with the Railroad in substantially the form attached to this Resolution as **Exhibit A** and **Exhibit B**, and in a final form to be approved by the General Counsel.

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

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

**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES**

Effective Date:

Estimate: \$50,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and CITY OF DES PLAINES, ILLINOIS (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (the "Project").

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement and the terms of the order issued by the Illinois Commerce Commission for this Project (ICC Order).

AGREEMENT

1. NOW THEREFORE, the parties hereto agree as follows:

2. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

3. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on **Exhibit C**. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless if Agency declines to proceed with the Project or Railroad elects not to approve the Project.

4. Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) in accordance with ICC Order, which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the reimbursement of costs for the PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF DES PLAINES, ILLINOIS

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Chris Keckeisen
Printed Name

Title

Manager I, Engineering - Public Projects
Title

Exhibit A

Project Description and Location

Project Description

City of Des Plaines, IL proposes to construct and maintain a multi-use path at the crossing referred to below.

Location

Milwaukee Subdivision

DOT	Crossing Type	Milepost	Street Name
174104M	Public	12.08	US 14

Exhibit B

Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C Billing Contact Information

Name	Jon Duddles
Title	Assistant Director of Public Works and Engineering
Address	1420 Miner Street, Des Plaines, IL, 60016
Work Phone	(847) 391-6127
Cell Phone	
Email	jduddles@desplaines.org
Agency Project No.	

**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES**

Effective Date:

Estimate: \$35,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and CITY OF DES PLAINES, ILLINOIS (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications, and prepare material and force cost estimates for any Project related work performed by Railroad.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF DES PLAINES, ILLINOIS

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Chris Keckeisen
Printed Name

Title

Manager I, Engineering – Public Projects
Title

Exhibit A

Project Description and Location

Project Description

City of Des Plaines, IL proposes to close the existing at-grade crossing referred to below and construct a grade separated overpass in it's place.

Location

Milwaukee Subdivision

DOT	Crossing Type	Milepost	Street Name
174098L	Public	10.5	East Algonquin Road

Exhibit B

Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification, and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C Billing Contact Information

Name	Jon Duddles
Title	
Address	1420 Miner Street, Des Plaines, IL, 60016
Work Phone	(847) 391-6127
Cell Phone	
Email	jduddles@desplaines.org
Agency Project No.	22-00227-00-BR



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: July 27, 2023

To: Michael G. Bartholomew, City Manager

From: Ryan Johnson, Assistant Director of Community and Economic Development *RJ*
Samantha Redman, Planner *SR*

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

Subject: Adoption of the Program Year 2023 (PY2023) Annual Action Plan

Issue: The City's Community Development Block Grant (CDBG) allocation for the 2023 Program Year (October 1, 2023 - September 30, 2024) is anticipated to be \$312,135. This amount is determined by a formula calculated by the U.S. Department of Housing and Urban Development (HUD). Additionally, Des Plaines anticipates approximately \$113,246 remaining from previous program years.

Analysis: The Annual Action Plan (AAP) serves as the City's budget and formal application to HUD for the use of CDBG funds. As in previous years, the City plans to use 100% of the grant allocation to assist low and moderate-income households and low and moderate-income areas. The available funding includes the amount allocated for the year (\$312,135) and remaining funding rolled over from previous years (\$113,246), which is expected to total \$425,381. The following is the breakdown of the proposed fund distribution by program type: Public Facility and Infrastructure Improvements: \$195,981; Housing Rehabilitation: \$167,000; and Planning and Administration: \$62,400.

These programs are planned to meet all HUD eligibility requirements and would be consistent with the objectives set forth in the City's 5-year PY 2020-2024 CDBG Comprehensive Plan. A full copy of the AAP is attached for review and it includes a detailed breakdown of all proposed projects. HUD requires a minimum 30-day public comment period and this period was noticed on the City website and in the local newspaper on May 24, and subsequently took place June 8 through July 10. Citizens were invited and encouraged to submit written comments during the public comment period. The draft AAP was readily available for public viewing on the City website and at City Hall, and a Public Hearing to discuss the plan took place at City Hall on June 29. One public comment and one proposal for funding were received during the public period, and these are incorporated into the attached AAP.

Recommendation: Staff recommends the City Council adopts the PY2023 Annual Action Plan. The plan must be submitted to HUD by August 15, 2023.

Resolution R-147-23

Exhibit A: PY2023 Annual Action Plan

CITY OF DES PLAINES

RESOLUTION R - 147 - 23

A RESOLUTION APPROVING THE CITY OF DES PLAINES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR 2023 ANNUAL ACTION PLAN.

WHEREAS, the City is a designated entitlement community under the Community Development Block Grant program ("**CDBG**") administered by the United States Department of Housing and Urban Development ("**HUD**") and is eligible to receive \$312,135 in CDBG funds during the 2023 CDBG program year ("**CDBG Funds**"); and

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

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

WHEREAS, in accordance with applicable federal regulations and the City's Citizen Participation Plan, the City Department of Community and Economic Development has developed an Annual Action Plan for CDBG program year 2023 ("**2023 Action Plan**"); and

WHEREAS, notice was published on May 24, 2023 in the *Des Plaines Journal*, which: (i) invited public comment on the proposed 2023 Action Plan; and (ii) announced a public hearing to be held on June 29, 2023 on the proposed 2023 Action Plan; and

WHEREAS, during the public comment period beginning on June 8, 2023 and ending on July 10, 2023, the proposed 2023 Action Plan was available to the public at the offices of the Department of Community and Economic Development and on the City website; and

WHEREAS, on June 29, 2023, the City conducted a public hearing on the proposed 2023 Action Plan; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the 2023 Action Plan for submittal to HUD;

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

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part

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

SECTION 2: APPROVAL OF 2023 ACTION PLAN. The City Council hereby approves the 2023 Action Plan in the form attached to this Resolution as **Exhibit A**.

SECTION 3: AUTHORIZATION TO IMPLEMENT 2023 ACTION PLAN. The City Council hereby authorizes and directs the City Manager to take any and all action necessary to submit the 2023 Action Plan to HUD for approval and to implement the approved 2023 Action Plan upon receipt of CDBG Funds from HUD.

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

PASSED this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

City of Des Plaines PY2023 CDBG Annual Action Plan



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

Planned Date of Adoption: August 7, 2023

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The Process

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

Introduction

The City of Des Plaines is classified as an entitlement community with a population of over 60,000 and receives an annual allocation of Community Development Block Grant (CDBG) funding from the Department of Housing and Urban Development (HUD).

The City of Des Plaines expects to receive \$312,135 for Program Year (PY) 2023 from HUD. This amount reflects a 0.39% decrease from PY2022. The annual CDBG budget is determined by HUD through a statutory dual formula that uses several objective measures of community needs that include: extent of poverty, population, housing overcrowding, age of housing, and population growth lag in respect to other metropolitan areas. The City is also planning to reprogram an estimated amount of \$113,246 from the last program year.

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

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

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

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

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

The City drafted the PY2023 Annual Action Plan which proposes programs and activities that are to be funded by the CDBG annual budget for the time period of October 1, 2023, to September 30, 2024.

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

In April 2023, the members of the Cook County Consortium, and several other entitlement communities, reconvened to continue work on a Cook County Regional Affirmatively Furthering Fair Housing (AFFH) Plan. This work was started before the COVID pandemic and was paused due to other urgent priorities and HUD's initial suspension AFFH implementation and pending new rule. Since HUD's February 9, 2023, publication in the Federal Register of the Notice of Proposed Rulemaking (NPRM) entitled "Affirmatively Furthering Fair Housing," the Consortium is now anticipating planning the development of an AFFH Equity Plan when guidelines are published and final rule-making is complete. The Consortium awaits publication of the AFFH Final Rule and will continue to consult with local partners in the planning and development of a required AFFH Equity Plan within the timeframe required by the Final Rule. In the interim, all Consortium members are utilizing previous Analysis of Impediments and draft AFFH concepts to inform their advancement of fair housing in communities.

Summary of the objectives and outcomes identified in the Plan

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

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

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

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

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

Evaluation of past performance

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

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

The City of Des Plaines was carrying over \$600,000 into program year 2022. However, in PY2022 the City was projected to expend \$510,500, substantially more than previous years. Increased use of grant funding can be attributed to higher allocations to the Des Plaines Park District and a \$195,000 allocation to the City's Street and Sidewalk Project. HUD requires the use of CDBG funding in a timely manner each year.

Summary of Citizen Participation Process and consultation process

The City of Des Plaines PY2023 CDBG Annual Action Plan public comment period began on June 8, 2023, and ended on July 10, 2023. Notification of this period was published in the *Des Plaines Journal & Topics Newspaper* on May 24, 2023. The Draft Plan was made available on the City website and at City Hall on June 8, 2023. During this time, citizens were invited to submit written comments or recommendations to the City. The Public Hearing was held on June 29, 2023 to allow the public to present any questions or comments about the Annual Action Plan. Community and Economic Development staff gave a brief review of the CDBG Program and the purpose of the Annual Action Plan. Comments will be included in the final plan. The Annual Action Plan is scheduled to be adopted on August 7, 2023.

Summary of public comments

The public comment period closed on July 10, 2023. City staff received a proposal from one recipient of CDBG funding in the previous program year, North West Housing Partnership. The proposal is included in Attachment A. One public comment was received via email and is also included as an attachment.

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

N/A

Summary

One proposal and one comment were received during the public comment period related to the plan and both are included as attachments.

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

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

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

Table 1 – Responsible Agencies

Narrative

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

Annual Action Plan Public Contact Information

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

Primary Contacts:
Samantha Redman, Planner
847-391-5384 | sredman@desplaines.org

Ryan Johnson, Assistant Director of Community and Economic Development
847-391-5381 | rjohnson@desplaines.org

Secondary Contact:
John Carlisle, AICP, Director of Community and Economic Development
847-391-5545 | jcarlisle@desplaines.org

Tertiary Contact:
Michael G. Bartholomew, City Manager
847-391-5488 | mbartholomew@desplaines.org

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

Introduction

In order to develop the 2023 Annual Action Plan, the City of Des Plaines' Community Development Department consulted with the following City divisions: Public Works and Engineering, Health and Human Services, Economic Development, and Code Enforcement. Additionally, to the City made local and regional nonprofit service providers and community residents aware of the Draft Plan and 30-day comment period by means of a public notice in a regional newspaper, website notices, social media posts, and a public hearing. In general, the data used for this Annual Action Plan comes from consulted organizations, the United States Census Bureau, and HUD.

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

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

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

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

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

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

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

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

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

See table below.

1	Agency/Group/Organization	CITY OF DES PLAINES
	Agency/Group/Organization Type	Other government-Local Grantee Department
	What section of the Plan was addressed by the Consultation?	Annual Goals & Objectives Projects
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Community & Economic Development Department consulted with the City of Des Plaines' Health & Human Services Division and Police Department concerning community needs and services being provided by local nonprofit agencies.
2	Agency/Group/Organization	COOK COUNTY
	Agency/Group/Organization Type	Other government- County
	What section of the Plan was addressed by the Consultation?	Annual Goals & Objectives Projects Other Actions: Emergency Management
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City joined the Cook County HOME Consortium on October 1, 2016. As a result, the City terminated its individual 2020-2024 Consolidated Plan and 2023 Annual Action Plan, which was incorporated into Cook County's 2020-2024 Consolidated Plan. The City examined Cook County's "Planning for Progress" and the 2020-2024 Consolidated Plan to ensure that these documents were consistent with the City's goals.
3	Agency/Group/Organization	HOUSING AUTHORITY OF COOK COUNTY
	Agency/Group/Organization Type	Public Housing Authority Services-Housing
	What section of the Plan was addressed by the Consultation?	Housing Need Assessment Public Housing Needs
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted to provide data/input for relevant 2023 Annual Action Plan sections.
4	Agency/Group/Organization	ILLINOIS HOUSING DEVELOPMENT AUTHORITY
	Agency/Group/Organization Type	Housing Services-Housing Other government-State

	What section of the Plan was addressed by the Consultation?	Housing Needs Assessment
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted to provide data/input for relevant 2023 Annual Action Plan sections.
5	Agency/Group/Organization	CHICAGO METROPOLITAN AGENCY FOR PLANNING (CMAP)
	Agency/Group/Organization Type	Regional organization Planning organization
	What section of the Plan was addressed by the Consultation?	Housing Need Assessment Market Analysis
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted to provide data/input for relevant 2023 Annual Action Plan sections.
6	Agency/Group/Organization	DES PLAINES PARK DISTRICT
	Agency/Group/Organization Type	Other government-Local
	What section of the Plan was addressed by the Consultation?	Goals & objectives Projects
7	Agency/Group/Organization	NORTH WEST HOUSING PARTNERSHIP (NWHP)
	Agency/Group/Organization Type	Nonprofit agency Home Rehabilitation Homes for Sale Affordable Housing
	What section of the Plan was addressed by the Consultation?	Goals & objectives Projects

	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	The North West Housing Partnership is dedicated to creating and implementing programs to promote economically diverse housing. Through a fiscally responsible and multi-faceted approach, North West Housing Partnership promotes public and private partnerships that create and preserve cost-effective quality housing for low- and moderate-income residents and workers through housing development and renovation, education, and advocacy. The agency has been invited to provide input into the Annual Action Plan through e-mail communications, on-site meetings, and its application for CDBG funding. Northwest Compass has been a sub-recipient agency for the City of Des Plaines, and therefore, communication with this agency has been ongoing.
8	Agency/Group/Organization	Federal Communications Commission (FCC)
	Agency/Group/Organization Type	Other government - Federal
	What section of the Plan was addressed by the Consultation?	Other: Digital Divide
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Federal Communications Commission (FCC) administers the Affordable Connectivity Program (ACP) that provides a discount toward internet service for households with incomes at or below 200% of the Federal Poverty guidelines. Des Plaines residents meeting the household requirements are eligible for this program. FCC documentation on their website was consulted for this Annual Action Plan. Three providers in Des Plaines, AT&T, Comcast, and Verizon, participate in the federal Affordable Connectivity Program (ACP) which offer discounted broadband services to Des Plaines residents.

9	Agency/Group/Organization	Des Plaines Public Library
	Agency/Group/Organization Type	Other government-Local
	What section of the Plan was addressed by the Consultation?	Other: Digital Divide
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Des Plaines Public Library provides computers with internet access to the public during business hours, accessible for free to all Des Plaines residents. The library's public computer policies were consulted for this Annual Action Plan.

Table 2 – Agencies, groups, organizations that participated

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

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

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

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

Table 3 – Other local/regional/federal planning efforts

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

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

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

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

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

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

The City of Des Plaines PY2023 CDBG AAP public comment period began on June 8, 2023, and ends on July 20, 2023. Notification of this period was published in the *Des Plaines Journal & Topics* newspaper, and also posted on the City's website on May 31st, 2023. During this time, citizens are invited to submit written comments or recommendations to the City.

The Public Hearing will occur at the City Council meeting and allowed the public to present any questions or comments about the Annual Action Plan. Community and Economic Development staff gave a brief review of the CDBG Program and the purpose of the Annual Action Plan. The public comment period will be closed on July 10, 2023. Adoption of the final Annual Action Plan is planned for August 7, 2023.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Not targeted/broad community	A Public Hearing held at City Hall on June 29 th , 2023	No comments at Public Hearing	N/A	
2	Internet outreach	Not targeted/broad community	Notice concerning the availability of CDBG funding, the Public Hearing, and the 30-day Draft Annual Action Plan was posted on the City's website on May 31, 2023. The Draft Plan was posted on the website on June 8, 2023.	See attached	N/A	https://www.desplaines.org/access-your-government/city-departments/community-and-economic-development/community-development-block-grant/cdbg-legal-notice
3	Newspaper Ad	Not targeted/broad community	On May 24 th , 2023, the City published a legal notice in the Journal and Topics newspaper concerning the Public Hearing and the location of the 30-day Draft Annual Action Plan on the City's website.	No comments	N/A	

Table 4 – Citizen Participation Outreach

EXPECTED RESOURCES

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

Introduction

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

Anticipated Resources

Program	Source	Uses of Funds	Expected Amount Available in Program Year				Remainder of Con Plan
			Annual Allocation	Program Income	Prior Year Resources	Total	
CDBG	Federal, HUD	Housing, Public Infrastructure, Public Facilities, Public Service Planning and Admin	312,135	N/A	113,246	425,381	205,523

Table 1 – Anticipated Resources-Priority Table

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

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

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

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

Discussion

The City of Des Plaines anticipates an allocation of \$312,135 in CDBG funds for 2023. It is estimated that there will be approximately \$113,246 of CDBG funding available from previous allocations for reprogramming.

ANNUAL GOALS AND OBJECTIVES

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

PY2023 Goals Summary Information

	Goal Name	Start / End Year	Category	Funding	Goal Outcome Indicator
1	Capital Improvements: Improve Public Facilities and Infrastructure	2023	Non-Housing Community development	\$195,981	Public Facility Activities other than Low- and Moderate-Income Housing Benefit City of Des Plaines Street, Sidewalk, or other public infrastructure project. Number of Residents (800)
2	Capital Improvements: Preserve Existing Housing Stock	2023	Affordable Housing	\$167,000	Homeowner Housing Rehabilitated-Household Housing Unit Number of Household Housing Units (9)
3	Planning and Administration: Conduct Planning and Administration Activities	2023	Planning and Administration	\$62,400	

Table 2 – Goals Summary

Goal Descriptions

During PY2023, the City will focus on the following Goals from the Consolidated Plan. The Program Year will not include funding for Public Facilities, instead focusing on Capital Improvement projects and Home Repair projects.

Capital Improvements: Preserve Existing Housing Stock

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

Capital Improvements: Improve Public Facilities and Public Infrastructure

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

Planning and Administration: Conduct Planning and Administration

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

AP-35 PROJECTS – 91.420, 91.220(D)

Introduction

The City has found that many of the following projects, introduced via previous Consolidated Plans, still serve an unmet need in our low- and moderate-income communities, and should be continued with the start of our CDBG 2023 Program Year on October 1, 2023. In addition, the 2020-24 Consolidated Plan has identified new areas of need that CDBG funds can be used to address. The City will be pursuing relationships with current sub-recipients to implement programs that address the needs of the Consolidated Plan.

Projects

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

Table 20 – Project Information

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

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

Last program year, the City decided not to pursue Public Service funding in the coming Program Year. Public Services are limited to just 15% of the annual CDBG allocation and require extensive invoice reviews and on-site monitoring for relatively small grant amounts. Instead, City funding from sources other than CDBG have been allocated to fund these types of services.

AP-38 PROJECT SUMMARY

Project Summary Information

1	Project Name	Public Facility Improvement Project - City of Des Plaines: Streets, Sidewalk, and Infrastructure Program
	Target Area	Low- and moderate-income areas throughout Des Plaines
	Goals Supported	Capital Improvements: Improve Public Facilities and Public Infrastructure
	Needs Addressed	Public Facilities in a low- and moderate-income area (see Des Plaines Consolidated Plan 2020-2024)
	Funding	\$195,981
	Description	The City will use \$195,981 of CDBG to make improvements to infrastructure or a public facility that primarily benefits an identified low- and moderate-income service area or provides benefits to a low- and moderate-income clientele. This can be street resurfacing, street reconstruction, sidewalk replacement, and other infrastructure improvements.
	Target Date	September 30, 2024
	Goal	To be determined based on the project selected for funding.
	Planned Activities (HUD Eligibility Activity Code)	Public Facilities / Infrastructure (03Z)
2	Project Name	North West Housing Partnership: Home Repair Program
	Target Area	Scattered sites throughout Des Plaines
	Goals Supported	Capital Improvements: Preserve Existing Housing Stock
	Needs Addressed	Ensure Housing is Affordable, Accessible & Sustainable
	Funding	\$140,000
	Description	The City provides single-family homeowner residences with 0% interest, deferred, forgivable loans to correct code violations, and perform large-scale home repairs. Low- and moderate-income homeowners are eligible for 100% of repair costs up to \$24,000. Loans are forgiven after 10 years. A lead inspection is carried out before the performance of any work and is included in this budget as part of the delivery cost. HUD requires all homes

		receiving federal funds for housing rehabilitation assistance to undergo a lead paint inspection and risk assessment. Properties that are determined to have significant lead-based paint hazards may also be required to undergo a clearance inspection following completion of the rehabilitation work.
	Target Date	September 30, 2024
	Estimate the number/type of households that will benefit from the proposed activity	Five (5) low- and moderate-income homeowners will benefit from this activity. However, if the initial households do not require the maximum grant amount to complete this activity, more households can participate in this program. Also, additional households can participate if prior and current year money is not spent on infrastructure improvement backup projects.
	Planned Activities (HUD Eligibility Activity Code)	Rehabilitation of privately owned, single-unit homes, Rehab-Administration. (14A & 14H)
3	Project Name	North West Housing Partnership: Minor Repair (and Home Accessibility Modification) Program
	Target Area	Scattered sites throughout Des Plaines
	Goals Supported	Capital Improvements: Preserve Existing Housing Stock
	Needs Addressed	Ensure Housing is Affordable, Accessible & Sustainable
	Funding	\$21,000
	Description	<p>The Minor Repair Program offers low- and moderate Income households up to \$8,000 to address minor repair issues in the home that do not cause immediate public safety concerns and therefore would not qualify for the Emergency Repair Program. Also, this program will be marked towards the Low- and Moderate-income elderly population as well as Low- and Moderate-Income disabled populations of Des Plaines to perform accessibility modifications in these households to support “aging in place.”</p> <p>Following the completion of the rehabilitation work, a lien is placed on the property for the total cost of the work; if the homeowner does not transfer the title to the home within three (3) years of obtaining the loan, the lien lapses. If the title transfers within three (3) years, the homeowner is required to repay the loan principal in one lump sum payment. No interest charged.</p> <p>In some instances, a lead inspection will be performed before work is performed and it is included in this budget as a delivery cost.</p>
	Target Date	September 30, 2024

	Goal	Des Plaines plans to serve two (2) low- and moderate-income households with the proposed activity. These households may consist of elderly and disabled persons, but CDBG income eligibility verification procedures will be required. Also, if the initial households do not require the maximum \$8,000 grant to complete this activity, more households can participate in this program.
	Planned Activities (HUD Eligibility Activity Code)	Rehabilitation of privately owned, single-family homes and rehab administration. An emphasis will be placed on accessibility modifications, such as ramps and grab bars. (14A)
4	Project Name	City of Des Plaines, CED: Emergency Repair Program
	Target Area	Scattered sites throughout Des Plaines
	Goals Supported	Capital Improvements: Preserve Existing Housing Stock
	Needs Addressed	Ensure Housing is Affordable, Accessible & Sustainable
	Funding	\$6,000
	Description	The Emergency Repair Program will provide grants of up to \$3,000 to eligible low- and moderate-income City of Des Plaines homeowners for emergency repairs. This must be an emergency requiring immediate work (therefore circumventing the HUD requirement that three contractor bids be proposed, as in most CDBG housing rehab projects). Assistance will be provided in the form of a grant with no repayment required.
	Target Date	September 30, 2024
	Estimate the number/type of households that will benefit from the proposed activity	Two (2) Low- and moderate-income households will benefit from the proposed activity if needed. However, if the initial households do not require the maximum \$3,000 grant to complete this activity, more households can participate in this program.
Planned Activities (HUD Eligibility Activity Code)	Emergency Repair Program. An emergency is defined as “actions immediately necessary to safeguard against imminent danger to human life, health or safety, or to protect property from further structural damage (such as when a property has been damaged by a natural disaster, fire, or structural collapse)”. This program is administered by the City of Des Plaines. (14A)	

5	Project Name	Planning and Administration
	Target Area	City of Des Plaines
	Goals Supported	Planning and Administration: Conduct CDBG Planning and Administration
	Needs Addressed	Conduct CDBG Planning and Administration Activities
	Funding	\$62,400
	Description	Max. 20% of the CDBG annual allocation is used by the City to fund the administration of the whole program.
	Target Date	September 30, 2024
	Estimate the number/type of households that will benefit from the proposed activity	All households that benefit from CDBG activities are supported by Administration.
	Planned Activities (HUD Eligibility Activity Code)	Overall program administration, including (but not limited to) salaries, wages, and related costs of grantee staff or others engaged in program management, monitoring, and evaluation (21A).

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

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

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

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

Geographical Distribution

Target Area	% of Funding
The City of Des Plaines/low- and moderate-income Census Block Groups	46%




Table 4a - Geographical Distribution

The rationale for the priorities for allocating investments geographically

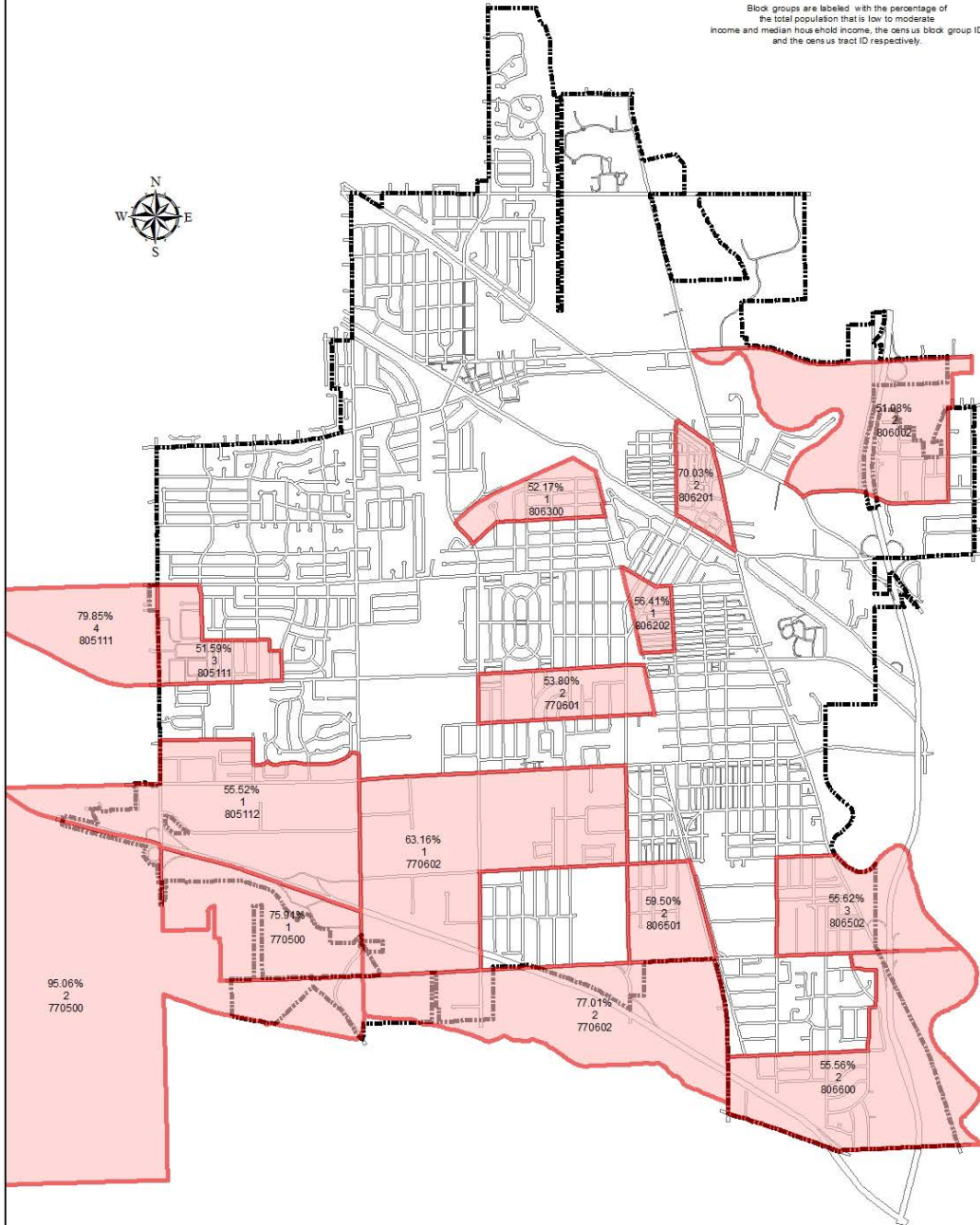
All Des Plaines Public Facility and Public Infrastructure CDBG projects take place within a census block that contains at least 51% low- and moderate-income households. These census blocks are referred to as 'Low- and moderate-income areas.' Therefore, the physical improvement will benefit many low- and moderate-income individuals that live nearby. For PY2023, \$195,981 is budgeted to improve public facilities and infrastructure that primarily serve low- and moderate-income areas. These projects will be part of the City's Street and Sidewalk infrastructure projects, and make up 46% of the CDBG funds that the City plans to expend during the year.

DES PLAINES
LOW AND MODERATE
INCOME BLOCK GROUPS

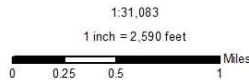
Legend

-  City Boundary
-  Roads
-  Census Block Groups (51% or Greater)

Block groups are labeled with the percentage of the total population that is low to moderate income and median household income, the census block group ID, and the census tract ID respectively.



Source: ACS 2011-2015



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

Introduction

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

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

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

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

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

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

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

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

Discussion

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

In April 2023, the members of the Cook County Consortium, and several other entitlement communities, reconvened to continue work on a Cook County Regional Affirmatively Furthering Fair Housing (AFFH) Plan. This work was started before the COVID pandemic and was paused due to other urgent priorities and HUD's initial suspension AFFH implementation and pending new rule. Since HUD's February 9, 2023, publication in the Federal Register of the Notice of Proposed Rulemaking (NPRM) entitled "Affirmatively Furthering Fair Housing," the Consortium is now anticipating planning the development of an AFFH Equity Plan when guidelines are published and final rule-making is complete. The Consortium awaits publication of the AFFH Final Rule and will continue to consult with local partners in the planning and development of a required AFFH Equity Plan within the timeframe required by the Final Rule. In the interim, all Consortium members are utilizing previous Analysis of Impediments and draft AFFH concepts to inform their advancement of fair housing in communities.

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

Introduction

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

Actions planned to address obstacles to meeting underserved needs

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

Another obstacle to the delivery of services is the identification of populations and individuals who might be in need and eligible for assistance, such as the Home Repair Program, Minor Repair Program, or Emergency Repair Program. The City's Health and Human Services (HHS) division will continue to provide information to residents and businesses to ensure the population is aware of all services available by the City, other units of government, and social service organizations. The City also provides grant funding for numerous social service agencies each year, directly from the City's operating budget, and administered by HHS. This funding goes towards services for community members that would be considered Presumed Benefit within CDBG. This includes homeless services, as well as a Senior Handyman Program that makes construction services available at a reduced rate for senior citizens.

Actions planned to foster and maintain affordable housing

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

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

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

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

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

households to improve their properties. The Community and Development Department and Health and Human Services staff will work throughout the community to improve housing and living environments.

Actions planned to reduce lead-based paint hazards

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

Actions planned to reduce the number of poverty-level families

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

Actions planned to develop an institutional structure

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

In April 2023, the members of the Cook County Consortium, and several other entitlement communities, reconvened to continue work on a Cook County Regional Affirmatively Furthering Fair Housing (AFFH) Plan. This work was started before the COVID pandemic and was paused due to other urgent priorities and HUD's initial suspension AFFH implementation and pending new rule. Since HUD's February 9, 2023, publication in the Federal Register of the Notice of Proposed Rulemaking (NPRM) entitled "Affirmatively Furthering Fair Housing," the Consortium is now anticipating planning the development of an AFFH Equity Plan when guidelines are published and final rule-making is complete. The Consortium awaits publication of the AFFH Final Rule and will continue to consult with local partners in the planning and development of a required AFFH Equity Plan within the timeframe required by the Final Rule. In the interim, all Consortium members are utilizing previous Analysis of Impediments and draft AFFH concepts to inform their advancement of fair housing in communities.

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

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

Discussion

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

and private housing and service providers to meet the needs of the community. The City of Des Plaines has the primary responsibility of monitoring activities under the City's Annual Action Plan. The Community Development staff will maintain records on the progress toward meeting the goals of the Annual Action Plan and compliance with statutory and regulatory requirements. Annual accomplishments will be compared to annual goals and will be reported in the PY2023 Consolidated Annual Performance and Evaluation Report. City staff also participates in a network of northwest suburban CDBG entitlement grantees (i.e. Arlington Heights, Des Plaines, Mount Prospect, Palatine, Schaumburg, and Skokie). Together with these communities, common forms and procedures have been developed. Cook County and the Chicago HUD office also work with this group to collaborate on training and information workshops.

PROGRAM SPECIFIC REQUIREMENTS

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

Introduction:

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

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

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

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

Other CDBG Requirements

1. The number of urgent need activities

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

ATTACHMENT A

PUBLIC PARTICIPATION

Public Notice Documents

0900 Legals

PUBLIC NOTICE
 A Public Hearing will be held before the Village of Palatine Planning and Zoning Commission on Tuesday, June 13, 2023 at 7 PM, in the Village Council Chambers in Palatine Village Hall, 200 E. Wood Street, relative to a request for the following: Special Use Amendment to permit an expanded floor plan and alterations to the business plan for an existing martial arts instruction and training facility; and Variation to permit 57 parking spaces, instead of the minimum required 83 parking spaces. The property is commonly known as 709 S. Vermont Street and 711 S. Vermont Street. The Petitioner is proposing to expand the floor plan for an existing martial arts instruction and training facility, FLO Fitness & Martial Arts. Due to the increased size of the facility a parking Variation is required. The approximately 8,000 square foot expansion will be utilized to host more classes and as a multi-sport rental facility. The above petition has been filed by Achour Esho, FLO Fitness & Martial Arts, and is available for examination in the office of the Village Clerk, 200 E. Wood Street. FILE #: SU-000035-2023 VILLAGE OF PALATINE Jan Wood, Chair Palatine Planning and Zoning Commission DATED: This 25th day of May 2023

0900 Legals

PUBLIC NOTICE
 A Public Hearing will be held before the Village of Palatine Planning and Zoning Commission on Tuesday, June 13, 2023 at 7 PM, in the Village Council Chambers in Palatine Village Hall, 200 E. Wood Street, relative to a request for the following: Variation to permit a residential driveway to be 50 feet in total width, instead of the maximum permitted 30 feet. The property is commonly known as 1170 W. Illinois Avenue. The Petitioner is proposing to construct a circular driveway that will exceed the maximum permitted driveway width by 20 feet. The circular driveway would result in two curb cuts on West Illinois Avenue. The above petition has been filed by Dan Beniek, Skycrest Homes, LLC, and is available for examination in the office of the Village Clerk, 200 E. Wood Street. FILE #: VAR-000034-2023 VILLAGE OF PALATINE Jan Wood, Chair Palatine Planning and Zoning Commission DATED: This 25th day of May 2023

**DRIVE A BARGAIN!
 JOURNAL & TOPICS NEWSPAPERS**

0900 Legals

PUBLIC NOTICE
 A Public Hearing will be held before the Village of Palatine Planning and Zoning Commission on Tuesday, June 13, 2023 at 7 PM, in the Village Council Chambers in Palatine Village Hall, 200 E. Wood Street, relative to a request for the following: Special Use to permit a fence in the side yard abutting a street, where the side lot line of said yard abutting a street abuts the side lot line of the front yard of an adjacent lot. The property is commonly known as 1036 W. Hunting Drive. The Petitioner is proposing to install a 6-foot tall solid vinyl fence, behind the existing trees and other landscaping, which would be set back approximately 12 feet from the side property line abutting W. Raven Lane. The above petition has been filed by Elizabeth Stienstra and is available for examination in the office of the Village Clerk, 200 E. Wood Street. FILE #:SU-000037 2023 VILLAGE OF PALATINE Jan Wood, Chair Palatine Planning and Zoning Commission DATED: This 25th day of May 2023

0900 Legals

PUBLIC NOTICE
 A Public Hearing will be held before the Village of Palatine Planning and Zoning Commission on Tuesday, June 13, 2023 at 7 PM, in the Village Council Chambers in Palatine Village Hall, 200 E. Wood Street, relative to a request for the following: Variation to permit an accessory structure to be 768 square feet, instead of the maximum permitted 700 square feet. The property is commonly known as 2368 N. Barrington Woods Road. The Petitioner is proposing to construct a new detached garage in the rear yard of the subject property that will exceed the maximum permitted size for an accessory structure by 68 square feet. The above petition has been filed by Nick Pagano and is available for examination in the office of the Village Clerk, 200 E. Wood Street. FILE #:VAR-000036-2023 VILLAGE OF PALATINE Jan Wood, Chair Palatine Planning and Zoning Commission DATED: This 25th day of May 2023

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0900 Legals

PUBLIC NOTICE
 A Public Hearing will be held before the Village of Palatine Planning and Zoning Commission on Tuesday, June 13, 2023 at 7 PM, in the Village Council Chambers in Palatine Village Hall, 200 E. Wood Street, relative to a request for the following: Special Uses to permit a banquet facility including the service of food, liquor, and live entertainment. The property is commonly known as 1170 E. Dundee Road. The Petitioner is proposing to open a banquet event facility, which will host a number of events such as weddings, social club events, reunions, and luncheons. The hosted events will include the service of food, liquor, and live entertainment. The above petition has been filed by Eduardo Haro, SAAHAR Group, Inc., and is available for examination in the office of the Village Clerk, 200 E. Wood Street. FILE #: SU-000022-2023 VILLAGE OF PALATINE Jan Wood, Chair Palatine Planning and Zoning Commission DATED: This 25th day of May 2023

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0900 Legals

0900 Legals

0900 Legals

CITY OF DES PLAINES, ILLINOIS

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
The Program Year 2023 Annual Action Plan**

PUBLIC NOTICE

The City of Des Plaines invites citizens to comment on its draft Community Development Block Grant (CDBG) Annual Action Plan for Program Year (PY) 2023 (October 1, 2023 - September 30, 2024). The City of Des Plaines expects to receive \$312,135 for Program Year 2023 from the U.S. Housing and Urban Development Department (HUD). This amount reflects a 0.39% percent decrease from PY2022. The annual CDBG budget is determined by HUD through a statutory dual formula that uses several objective measures of community needs that include: extent of poverty, population, housing overcrowding, age of housing, and population growth lag in respect to other metropolitan areas. The Action Plan will serve as the Des Plaines budget and formal application to the CDBG program.

CITIZEN QUESTIONS AND COMMENTS

Citizens are invited and encouraged to submit comments on the City's draft Program Year (PY) 2023 Annual Action Plan (available June 8, 2023) during the public comment period beginning Thursday, June 8, 2023, and ending Monday, July 10, 2023. Complete copies of the draft PY2023 Annual Action Plan will be available during the public comment period at desplaines.org/cdbg or by contacting the CDBG Administrator at sredman@desplaines.org or phone at (847) 391-5381. Written comments may be submitted via email at sredman@desplaines.org or by mail to:

City of Des Plaines
 Community and Economic Development
 1420 Miner St., Des Plaines, IL 60016
 Attention: CDBG Administrator

Citizens will also have the opportunity to present comments at the public hearing described below. The City will respond to comments within 15 days of receipt. The City will attempt to address all comments and recommendations received in the final plan. A summary of all comments received will be included in the final plan submitted to HUD following adoption at the City Council meeting on Monday, August 7, 2023.

PUBLIC HEARING

A public hearing on the proposed draft PY2023 Annual Action Plan is currently scheduled to take place on:

Thursday, June 29, 2023
 4:30 p.m.
 Des Plaines Civic Center, Room 101
 1420 Miner St., Des Plaines, IL 60016

The 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 847-391-5486 to allow the City to make reasonable accommodations for these persons.

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CITY OF DES PLAINES, ILLINOIS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

The Program Year 2023 Annual Action Plan

PUBLIC NOTICE

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City of Des Plaines
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1420 Miner St., Des Plaines, IL 60016
Attention: CDBG Administrator

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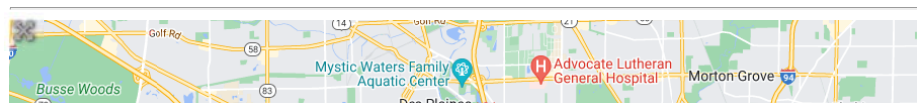
Thursday, June 29, 2023
4:30 p.m.

Des Plaines Civic Center, Room 101
1420 Miner St., Des Plaines, IL 60016

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Map



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Join Us!

Please join us for an evening of Community and Economic Development Block Grant (CDBG) Events.

The City of Des Plaines receives an annual allocation from the Community Development Block Grant (CDBG) program. This program distributes funds from the Department of Housing and Urban Development (HUD) to support low and moderate income residents through a variety of programs and projects.



BUILDING BETTER NEIGHBORHOODS



Annual Action Plan Public Hearing

Each year, the City must decide how to spend CDBG funding. The Annual Action Plan is a list of programs, projects, and activities the City plans to fund with CDBG money.

Please attend the Public Hearing to learn about the draft Annual Action Plan for next program year (October 1, 2023 to September 30, 2024).

Comments can be provided at the public hearing or by contacting Samantha Redman at 847.391.5384 or sredman@desplaines.org.

Thursday, June 29, 2023

🕒 4:30 p.m. to 5:30 p.m.

📍 Des Plaines City Hall, Room 101
1420 Miner St., Des Plaines, IL

Exhibit A



Fair Housing 101 Workshop

In partnership with Open Communities, the City will host a Fair Housing workshop on Thursday, June 29, at 6 p.m.

Whether you are a homeowner, renter, landlord, or someone who wants to create a fair housing community for everyone in Des Plaines, join us to learn more about Fair Housing and why it matters to you.

Thursday, June 29, 2023

🕒 6:00 p.m. to 7:30 p.m.

📍 Des Plaines City Hall, Room 101
1420 Miner St., Des Plaines, IL

CONTACT

Samantha Redman

Associate Planner, CDBG Administrator

847-391-5384

Email

HOURS

Monday - Friday

8:30 a.m. to 5 p.m.

Community Development Block Grant (CDBG) Funding

The City of Des Plaines is classified as an entitlement community with a population of over 50,000 and receives an annual allocation of Community Development Block Grant (CDBG) funding from the Department of Housing and Urban Development (HUD). Funds are intended to create viable communities by providing decent housing, a suitable living environment and expanded economic opportunities for low- and moderate-income residents. Please consult the HUD Income Qualification Chart to determine whether your household is eligible for CDBG assistance.



To receive funding, the City must develop a five-year Consolidated Plan with an Action Plan that is updated annually. The planning process is supported by our Citizen Participation Plan.

When available, current legal notices are required and can be viewed on the CDBG Legal Notices page. The City is also required to have an annual report on the progress of activities through the Consolidated Annual Performance and Evaluation Report (CAPER).

Each year, a maximum of 20% may be used for grant administration, and the remaining 80% is used for housing rehabilitation programs, public facilities, infrastructure improvements, and other uses allowed under federal regulations.

In previous years, the City has granted CDBG funds for the following programs:

- Home Rehabilitation Programs/Capital Improvements
- Financial Assistance for Public Service Programs
- Public Facilities and Infrastructure Improvement Programs/Capital Improvements

The CDBG program year begins on October 1st and ends the following year on September 30th. For instance, November 2022 and March of 2023 are both within the 2022 Program Year.

Upcoming Public Hearing for Annual Action Plan

The Annual Action Plan is a list of programs, projects and activities that the City plans to accomplish during this program year. The public comment period for the Draft Annual Action Plan for Plan Year 2023 (PY2023) is open from June 8, 2023 to July 10, 2023.

The Draft PY2023 Annual Action Plan can be accessed at the below link or by contacting the Community and Economic Development Department. Plan Year 2023 (PY2023) extends from October 1, 2023 to September 30, 2024.

- [PUBLIC DRAFT PY2023 Annual Action Plan](#)

To learn about the Annual Action Plan or provide comments, please attend the Public Hearing (details below) or by contacting Samantha Redman, CDBG Administrator, at sredman@desplaines.org or 847-391-5384. Please provide any comments by July 10, 2023.

Public Hearing for PY2023 Annual Action Plan Draft

Thursday, June 29th, 2023

4:30 p.m. - 5:30 p.m.

Des Plaines Civic Center, Room 101

1420 Miner St., Des Plaines, IL 60016

Please contact Samantha Redman at 847-391-5384 or e-mail Sredman@desplaines.org with any questions regarding the City's CDBG program.

RESOURCES

[Legal Notices](#)

CDBG Plans and Reports

Our Long-Term and Short-Term Plans

Five-Year Consolidated Plan

The adopted [Consolidated Plan](#) is a collaborative process whereby a community establishes a unified vision for community development actions. HUD requires that entitlement jurisdictions look at the community as a whole, so each municipality can develop a vision that addresses issues such as affordable housing, adequate infrastructure, fair housing, civil design, the environment and economic growth. The goals of the Consolidated Plan are to provide decent housing, a suitable living environment and expanded economic opportunities to benefit low-and moderate-income residents.



The Consolidated Plan is a comprehensive five-year planning document that identifies the overall housing and community development needs of the City, outlines available programs and resources and establishes a strategy for prioritizing and addressing these needs.

- [PY2020-2024 Consolidated Plan and PY2020 Annual Action Plan Minor Amendment](#)

Annual Action Plan

The Annual Action Plan is a list of programs, projects and activities that the City plans to accomplish during this program year. Approved projects must be in-line with the approved Five-Year Consolidated Plan. The Annual Action Plan is updated each year.

The Draft Plan Year 2023 Annual Action Plan can be accessed at the below link or by contacting the Community and Economic Development Department. Plan Year 2023 (PY2023) extends from October 1, 2023 to September 30, 2024.

- [PUBLIC DRAFT PY2023 Annual Action Plan](#)

To learn about the Annual Action Plan or provide comments, please attend the Public Hearing (details below) or by contacting Samantha Redman, CDBG Administrator, at sredman@desplaines.org or 847-391-5384. Please provide any comments by July 10, 2023.

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Thursday, June 29th, 2023

4:30 p.m. - 5:30 p.m.

Des Plaines Civic Center, Room 101

1420 Miner St., Des Plaines, IL 60016

Previous Annual Action Plans

- [PY2022 Annual Action Plan](#)
 - [PY2021 Annual Action Plan](#)
 - [PY2019 City of Des Plaines AAP - with CARES Act Amendment CDBG-CV3](#)
 - [PY2019 City of Des Plaines AAP - with CARES Act Amendment CDBG-CV1](#)
-

Annual Performance Reports

Consolidated Annual Performance and Evaluation Report

The **Consolidated Annual Performance and Evaluation Report (CAPER)** is a report evaluating the progress in carrying out the Annual Action Plan. The CAPER is also designed to provide the jurisdiction an opportunity to assess its annual performance in relationship to meeting its overall five-year Consolidated Plan priorities and objectives. It is also an opportunity to discuss what actions or changes it contemplates as a result of its annual performance.

- [PY2021 CAPER](#)
- [PY2020 CAPER](#)
- [PY2019 CAPER](#)
- [PY2018 CAPER](#)
- [PY2017 CAPER](#)
- [PY2016 CAPER](#)
- [PY2015 CAPER](#)

City Calendar

Annual Action Plan Hearing

Date: 06/29/2023 4:30 PM - 5:30 PM

Location: Des Plaines City Hall
1420 Miner Street
Des Plaines, Illinois 60016

Each year, the City must decide how to spend CDBG funding. The Annual Action Plan is a list of programs, projects, and activities the City plans to fund with CDBG money.

Please attend the Public Hearing to learn about the draft Annual Action Plan for next program year (October 1, 2023 to September 30, 2024). Comments can be provided at the public hearing or by contacting Samantha Redman at sredman@desplaines.org or 847-391-5384.

[Return to full list >>](#)

JUNE 2023

< PREVIOUS MONTH

NEXT MONTH >

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
28	29	30	31	1 11:00 AM <u>Veteran's Round Table Event</u>	2	3
4	5 <u>Public Works Branch Collection for 60016 Begins</u> 7:00 PM <u>City Council Meeting</u>	6 6:00 PM <u>Planning & Zoning Board Special Meeting</u>	7	8 1:30 PM <u>Coffee Talk - "Remnants of the Illinois Wilderness"</u> 6:00 PM <u>West Fest</u>	9 6:00 PM <u>West Fest</u> 7:00 PM <u>Optimist Club of Des Plaines Movies in the Park</u>	10 2:00 PM <u>West Fest</u>
11 2:00 PM <u>West Fest</u>	12 9:00 AM <u>Board of Fire and Police Commission Meeting</u>	13 9:00 AM <u>Police Pension Board Meeting</u> 7:00 PM <u>Planning & Zoning Board Meeting</u>	14 1:30 PM <u>Summer Adventures for Kids - "Traveling Through Time"</u>	15 4:00 PM <u>Cards For Hospitalized Kids Card-Making Event at Des Plaines Public Library.</u> 6:00 PM <u>Cards For Hospitalized Kids Card-Making Event at Des Plaines Public Library.</u>	16 5:00 PM <u>Taste of Des Plaines</u> 7:00 PM <u>Optimist Club of Des Plaines Movies in the Park</u>	17 12:00 PM <u>Taste of Des Plaines</u>
18	19 <u>Public Works Branch Collection for 60018 Begins</u> 7:00 PM <u>City Council Meeting</u>	20	21 1:30 PM <u>Summer Adventures for Kids - "Traveling Through Time"</u>	22	23 3:00 PM <u>Traveling Korean War Memorial</u>	24 <u>Traveling Korean War Memorial</u>
25 8:00 AM <u>Traveling Korean War Memorial</u>	26	27 7:00 PM <u>Planning & Zoning Board Meeting</u>	28 1:30 PM <u>Summer Adventures for Kids - "Traveling Through Time"</u>	29 4:30 PM <u>Annual Action Plan Hearing</u> 6:00 PM <u>Fair Housing 101</u>	30	1

News List

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Join us on June 29 for CDBG Day!

Post Date: 06/22/2023

Join us at City Hall for an evening of Community Development Block Grant (CDBG) Events! The CDBG Funding Annual Action Plan Hearing and a Fair Housing Workshop in partnership with Open Communities will take place on June 29. Attend the Annual Action Plan Hearing on June 29 from 4:30-5:30 p.m. at City Hall and the Fair Housing workshop will be from 6-7:30 p.m.

[Read more about CDBG Day.](#)

[Learn about Community Development Block Grant \(CDBG\) Funding.](#)

[Learn about fair housing.](#)

[Return to full list >>](#)

Public Comment Received

Samantha Redman

From: [REDACTED]
Sent: Thursday, June 29, 2023 1:04 PM
To: Samantha Redman
Subject: RE: block grants

Thank you for your response. I'm still not convinced however that you're allocating the funds to best meet human needs.

Anthony Buttitta

On 06/29/2023 10:51 AM CDT Samantha Redman <sredman@desplaines.org> wrote:

Hello Anthony,

Thank you for providing comments on the grant allocation discussed in the draft Annual Action Plan. The purpose of this "public draft" is to solicit comments on how we will be spending our funding in the next year. You are the first comment we received about the plan, and we greatly appreciate your honesty and feedback.

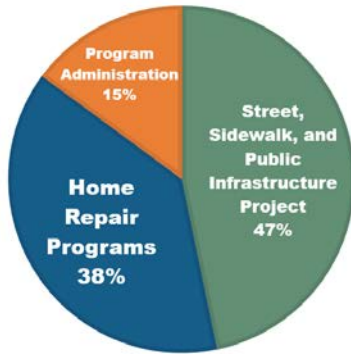
We will include your comment with the final Annual Action Plan and explore whether we are able to allocate additional funding to other programs prior to submitting the final draft to HUD, although we do believe the streets, sidewalks and public infrastructure program is a benefit to low-income residents (see my explanations below).

Overview of the program: The Community Development Block Grant (CDBG) program is grant funding allocated by the U.S. Department of Housing and Urban Development (HUD) *specifically to benefit low and moderate income populations. No grant funding can be used if it is not benefiting low- or moderate-income populations.* HUD closely monitors how we use our CDBG funding, and part of this Annual Action Plan process involves HUD reviewing and approving the programs we have chosen to allocate funding to.

To respond to your questions about why sidewalks were chosen versus providing low-income housing:

- Funding for affordable housing projects: We will be receiving \$312,315 in CDBG funding this year, which is in line with our allocation in previous years. If you note the pie graph below, the streets, sidewalks and infrastructure program is only a portion of the allocation. Unfortunately,

an affordable housing development would be challenging to fund with the amount of funding we receive and the available staffing, although we do have an active Home Repair Program. Instead, as discussed in our Annual Action Plan (page 27), the City of Des Plaines is part of the Cook County HOME Consortium. The consortium combines HOME funding from many municipalities within Cook County (including Des Plaines) in order to fund larger affordable housing projects than each municipality could fund on their own.



Program	Goal	Funding
Street, Sidewalk and Public Infrastructure Project	Improve Public Facilities and Infrastructure	\$195,981
Home Repair Programs	Preserve Existing Housing Stock	\$161,000
Program Administration	Conduct Planning and Administration Activities	\$62,400

- Why sidewalks? Sidewalks are *part* of the funding allocated for the proposed streets, sidewalks and public infrastructure program. Note that we can only use funding for areas with low-income block groups (as designated by the Census). This year, we allocated funding to repair streets and sidewalks on Wayne Ave, Irwin Ave, and Koehler Dr. Maintaining, repairing, and improving street and sidewalk infrastructure is vital to providing a safe, accessible, and enjoyable environment for residents. In other years, we have provided funding to the Park District to revitalize the ball courts and construct new playground equipment at Seminole Park and Apache Park. CDBG funding is well suited to funding these types of infrastructure projects.
- What do we do for low-income housing? Part of the grant funding goes to our Home Repair Program, which provides a 0% interest, forgivable loan of up to \$25,000 in to qualified low-income residents to make necessary home repairs. I attached a flyer about the programs we offer. This program can be very impactful for low-income residents, allowing individuals, seniors, and families to make necessary repairs to their home to meet health, safety, and building code requirements. Because most housing in Des Plaines is single-family housing, we have selected this program to fund for several decades because we see a direct benefit to low-income residents.
- Affordable Housing Policy: You asked specifically about whether we require a certain percentage of affordable housing units with any new apartment developments – the short answer is no. Many municipalities do have this type of requirement for new developments (in planning, this is part of a practice called “inclusionary zoning”.) The CDBG program provides grant funding for specific programs, but CDBG does not have the power to influence zoning/policy changes. I do work as a planner in the City, when I am not administering CDBG; at this time, I do not anticipate the City will be revising the zoning ordinance to include inclusionary zoning policies, but it is not outside the realm of possibility in the future. The housing affordability/attainability crisis is a

known issue and there is a wide range of strategies that can be employed to tackle it; it is my job as a planner to provide my expertise into this topic, but ultimately these types of decisions are up to the elected leaders. Combined with the public infrastructure improvements, we believe the proposed allocation of funding improves both the residences of this population, and provides safe, well maintained, accessible infrastructure in low-income neighborhoods.

Once again, thank you sincerely for your public comment on the draft Annual Action Plan. If you would like to discuss more or learn more about the program, you are welcome to attend our Public Hearing tonight (see flyer attached) or send me any additional comments or questions before July 10th so I can incorporate them into our planning efforts.

Best,

How are we doing? Our department wants your feedback. Based on your recent experience with us, please take a few moments to complete this [customer satisfaction survey](#).

SAMANTHA REDMAN

PLANNER

City of Des Plaines

1420 Miner Street, Des Plaines, IL 60016

P: 847.391.5384 W: desplaines.org



From [REDACTED]
Sent: Wednesday, June 28, 2023 10:14 PM
To: Samantha Redman <sredman@desplaines.org>
Subject: block grants

Hello,

I'm a Des Plaines resident commenting on the block grant allocation.

I think it's an insult and a slap in the face to low-income residents that you're considering spending a part of the block grant funds on sidewalks rather than real human needs. Is this a move to avoid any use that would directly benefit these people? Are there racist or anti-poor motivations? I don't know and I can't tell. But please allocate the money elsewhere.

For example, the money could be spent to create new moderate to low income housing in this town. When or where have such units been created in the past? Have the developers of the so-called "luxury apartments" been told to set aside units for low to moderate-income residents? Have they been required to allocate funds for these purposes?

I question the real commitment to serving such people when I hear sidewalks being considered. Yes I'm angry.

Please acknowledge that you received this.

Anthony Buttitta

[REDACTED]
Des Plaines, IL 60016

Proposals Received



1701 E. WOODFIELD ROAD, SUITE 203
SCHAUMBURG, ILLINOIS 60173
PHONE: 847.969.0561 | FAX: 847.969.0564 | WWW.NWHP.NET

May 24, 2023

Board of Trustees
City of Des Plaines
1420 Miner St
Des Plaines, IL 60016

Dear Board of Trustees,

North West Housing Partnership, a HUD approved housing counseling agency is pleased to continue serving as the administrator of the City of Des Plaines Home Repair Program and Minor Repair Program. Both repair programs provide financial assistance to cost burden homeowners' to address essential home repairs and code violations to keep the home safe and livable.

NWHP is requesting approval of the Program Year Twenty Three (23) for the amount of \$150,000.00 for the Home Repair Program (HRP) that will assist low-moderate income City of Des Plaines homeowner's and \$22,500.00 for program expenditures to address repairs such as roof, electrical and plumbing.

The Minor Repair Program (MRP) request is \$32,000.00 for low-moderate income Des Plaines homeowners' address issues such as HVAC and furnace repair or replacement. For this program, NWHP with expenditure is \$2,700.00.

This agreement will renew the North West Housing Partnership's role as the Home Repair Program and Minor Repair Program Administrator for the City of Des Plaines. It is with sincere pleasure to offer this service on behalf of the City of Des Plaines.

Respectfully submitted,

A handwritten signature in blue ink that reads "Paula Bush". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Paula Bush
Executive Director

Cc: Ryan Johnson, Assistant Director of Community and Economic Development
Samantha Redman, Associate Planner

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, MONDAY, JULY 17, 2023

CALL TO ORDER

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 7:00 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, July 17, 2023.

ROLL CALL

Roll call indicated the following Aldermen present: Lysakowski, Moylan, Sayad, Brookman, Walsten, Smith, Charewicz. Absent: Oskerka. 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, Deputy Police Chief Shanahan, and General Counsel Friedman.

PRAYER AND PLEDGE

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

PROCLAMATION

City Clerk Mastalski read a proclamation by Mayor Goczkowski declaring July 27, 2023 as National Korean War Armistice Day.

Mayor Goczkowski presented the proclamation to the members of the Des Plaines American Legion Post 36.

Members of the Des Plaines American Legion Post 36 presented awards to Mayor Goczkowski and the City Council.

PUBLIC COMMENT

Resident Paula Hatfield requested further help with traffic control for the crossing guards on Dempster Street.

Mayor Goczkowski acknowledged the passing of former Des Plaines mayor Jack Seitz, who served 1981-1989. The services will be held this upcoming Friday and Saturday; more information on Friedrichs Funeral Home website.

ALDERMAN ANNOUNCEMENTS

Alderman Lysakowski mentioned the success of the Fourth of July fireworks display.

Alderman Sayad stated a wonderful job was done on the Fourth of July fireworks and parade. He thanked Irene, a fourth ward resident, for her continuous work she has done. He inquired regarding the contact between the City and Elrod Friedman. He thanked all of the men and women who have served our country.

Alderman Brookman thanked staff for all of their work in connection to recent storms.

Alderman Walsten wished a belated happy birthday to Alderman Sayad. He stated the sixth ward was recently hit by an EF-0 tornado, and thanked City staff for the clean-up. He stated there was an issue with the storage of multiple Teslas on a City street, and he thanked the police for issuing tickets since the are Teslas are no longer there.

Alderman Smith also thanked staff for all of their hard work in connection to the recent storms. She stated there has recently been wonderful events in the City - American Legion hosting the traveling Korean memorial and the fireworks.

Alderman Charewicz stated an eighth ward meeting is going to be coming up on Tuesday, August 1 at 7:00 PM at the conservatory on Algonquin Road; all are welcome. He stated Elk

Grove Township is also having their tax reassessment, the assessor’s office is taking assessments up until Monday, August 7th; he encouraged anybody who is living in the Elk Grove Township to go to the Elk Grove township website to possibly reduce their property taxes He mentioned upcoming events on August 12th - Pies on the Porch at the History Center, Village Bank is having a shredding event and the library has a truck contest going on for the kids. He stated on Sunday, August 13th Izaak Walton is having their annual pig roast at 1841 South River Road. He all thanked staff for their hard work on the parade, the city water main breaks, and the recent storms.

**MAYORAL
ANNOUNCEMENTS**

Mayor Goczkowski reiterated the acknowledgement of the hard work of the City staff. He also stated on August 15th is the next Food Truck Round Up from 5:00 p.m. to 8:00 p.m. at the library plaza; he encouraged everyone to attend and to go to the City website for further details.

CONSENT AGENDA

Alderman Brookman requested Item #7 to be removed from the Consent Agenda.

Alderman Charewicz requested Item #19, 21, and 22 to be removed from the Consent Agenda.

Resident Tom Lovestand requested Item #8 to be removed from the Consent Agenda.

Moved by Brookman, seconded by Smith, to Establish the Consent Agenda without Item # 7, 8, 19, 21, and 22.

Upon voice vote, the vote was:

AYES: 7 - Lysakowski, Moylan, Sayad, Brookman,
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Oskerka

Motion declared carried.

Moved by Brookman, seconded by Walsten, to Approve the Consent Agenda without Item # 7, 8, 19, 21, and 22.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Sayad, Brookman,
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Oskerka

Motion declared carried.

Liquor Licenses were approved; Minutes were approved; Ordinance Z-12-23 was adopted; Resolutions R-119-23, R-120-23, R-121-23, R-124-23, R-125-23, R-126-23, R-127-23, R-129-23, R-130-23, R-131-23, R-132-23, R-133-23, R-135-23 were adopted.

**APPROVE H-1 LIQ
LIC CHANGE/ WON
TON GOURMET
Consent Agenda**

Moved by Brookman, seconded by Walsten, to APPROVE CHANGE FOR AN H-1 LIQUOR LICENSE OWNERSHIP (RESTAURANT BEER & WINE ONLY/ON-SITE CONSUMPTION ONLY) FROM WONTON GOURMET, INC. TO WON TON GOURMET, INC., 1405 ELMHURST ROAD. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE H-1 LIQ
LIC CHANGE/
OSAKA SUSHI &
BENTO D/B/A
DOTOMBORI
Consent Agenda**

Moved by Brookman, seconded by Walsten, to APPROVE CHANGE FOR AN H-1 LIQUOR LICENSE OWNERSHIP (RESTAURANT BEER & WINE ONLY/ON-SITE CONSUMPTION ONLY) FROM OSAKA SUSHI & BENTO, INC. D/B/A DOTOMBORI JAPANESE RESTAURANT TO OSAKA SUSHI & BENTO, INC. D/B/A DOTOMBORI, 1526 MINER STREET. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE CL B LIQ
LIC CHANGE/
TRIDEVI PANTRY,
INC. D/B/A UNIQUE
LIQUOR & TOBACCO**
Consent Agenda

Moved by Brookman, seconded by Walsten, to APPROVE CHANGE FOR A CLASS B LIQUOR LICENSE OWNERSHIP (BULK SALES RETAIL ONLY/OFF-SITE CONSUMPTION ONLY) FROM RNI1 CORPORATION D/B/A COLONIAL LIQUORS TO TRIDEVI PANTRY, INC. D/B/A UNIQUE LIQUOR & TOBACCO, 642 W. ALGONQUIN ROAD. Motion declared carried as approved unanimously under Consent Agenda.

**AUTH PURCH/ 1488
AND 1490 MINER ST**
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve Resolution R-119-23, A RESOLUTION AUTHORIZING THE PURCHASE OF THE PROPERTY LOCATED AT 1488 AND 1490 MINER STREET, DES PLAINES, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-119-23**

**APPROVE & AUTH/
EXPEND OF FUNDS/
ANDERSON
LEGISLATIVE
CONSULTING**
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve Resolution R-120-23, A RESOLUTION APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS PURSUANT TO A PROPOSAL FROM ANDERSON LEGISLATIVE CONSULTING, LTD. FOR INTERGOVERNMENTAL AND LEGISLATIVE ADVOCACY SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-120-23**

**APPROVE PURCH/
VALVES & PIPING/
DAHME**
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve Resolution R-121-23, A RESOLUTION APPROVING THE PURCHASE OF MULTIPLE VALVES AND PIPING FOR THE MAPLE STREET PUMPING STATION FROM DAHME MECHANICAL INDUSTRIES, INC. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-121-23**

**REJECT ALL BIDS
FOR 2023 FIRE
HYDRANT PAINTING
PROJECT**
Consent Agenda

Item #7 was removed from the Consent Agenda at the request of Alderman Brookman.

Alderman Brookman stated she removed this from the consent agenda to point out the hazards of accepting a single bid.

**Resolution
R-122-23**

Moved by Brookman, seconded by Smth, to Approve Resolution R-122-23, A RESOLUTION REJECTING ALL BIDS FOR THE 2023 FIRE HYDRANT PAINTING PROJECT.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Sayad, Brookman,
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Oskerka

Motion declared carried.

**APPROVE
AMENDMENT/ 2023
ANNUAL BUDGET**
Consent Agenda

Item #8 was removed from the Consent Agenda at the request of Resident Tom Lovestrand.

Resident Tom Lovestrand requested the item to be removed since he believes discussion should be had and an individual vote in regard to the moving of such a large amount of funds.

**Resolution
R-123-23**

Moved by Moylan, seconded by Walsten, to Approve Resolution R-123-23, A RESOLUTION APPROVING AN AMENDMENT TO THE 2023 ANNUAL BUDGET FOR THE CITY OF DES PLAINES.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Sayad, Brookman,
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Oskerka

Motion declared carried.

* Later in the meeting at 8:39 p.m., Alderman Sayad requested to change his vote from Aye to Nay regarding the approval of Resolution R-123-23; City Council had unanimous consent to allow Alderman Sayad to change his vote. With the change, the vote is reflected as:

Moved by Moylan, seconded by Walsten, to Approve Resolution R-123-23, A RESOLUTION APPROVING AN AMENDMENT TO THE 2023 ANNUAL BUDGET FOR THE CITY OF DES PLAINES.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Brookman,
Walsten, Smith, Charewicz

NAYS: 1 - Sayad

ABSENT: 1 - Oskerka

Motion declared carried.

**APPROVE AGRMT/
CHR & BG INV SVCS/
KENTECH**
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve Resolution R-124-23, A RESOLUTION APPROVING AN AGREEMENT WITH KENTECH CONSULTING, INC. FOR CHARACTER AND BACKGROUND INVESTIGATION SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-124-23**

**AUTH PURCH/
PROPERTY/ 1327 E.
OAKTON AVE**
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve Resolution R-125-23, A RESOLUTION AUTHORIZING THE PURCHASE OF THE PROPERTY LOCATED AT 1327 E. OAKTON AVE, DES PLAINES, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-125-23**

**AUTH PURCH/
PROPERTY/ 1333 E.
OAKTON AVE**
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve Resolution R-126-23, A RESOLUTION AUTHORIZING THE PURCHASE OF THE PROPERTY LOCATED AT 1333 E. OAKTON AVE, DES PLAINES, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-126-23**

**AUTH PROCURE/
ROCK SALT/
MORTON SALT**
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve Resolution R-127-23, A RESOLUTION AUTHORIZING THE PROCUREMENT OF ROCK SALT FROM MORTON SALT, INC. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-127-23**

**APPROVE
CONTRACT/
MASONRY FAÇADE**

Moved by Brookman, seconded by Walsten, to Approve Resolution R-129-23, A RESOLUTION APPROVING A CONTRACT WITH MBB ENTERPRISES OF CHICAGO FOR DES PLAINES FIRE STATION 61 MASONRY FAÇADE AND LINTEL

& LINTEL/ MBB
ENTERPRISES
Consent Agenda

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

Resolution
R-129-23

APPROVE
CONTRACT/ DOOR
RECONFIG/
MANUSOS
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve Resolution R-130-23, A RESOLUTION APPROVING A CONTRACT WITH MANUSOS GENERAL CONTRACTING, INC. FOR PUBLIC WORKS BUILDING #5 DOOR RECONFIGURATION. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-130-23

AUTH PURCH &
INSTALL/ LOCKERS
& STORAGE/
BRADFORD
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve Resolution R-131-23, A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF LOCKERS AND STORAGE SYSTEMS FROM BRADFORD SYSTEMS CORPORATION THROUGH SOURCEWELL. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-131-23

AUTH PURCH &
INSTALL/ LOCKERS
& STORAGE/
BRADFORD
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve Resolution R-132-23, A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF LOCKERS AND STORAGE SYSTEMS FROM BRADFORD SYSTEMS CORPORATION THROUGH SOURCEWELL. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-132-23

APPROVE AGRMT/
TEMP STAFF SVCS/
GOVTEMPSUSA
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve Resolution R-133-23, A RESOLUTION APPROVING AN AGREEMENT WITH GOVTEMPSUSA, LLC FOR TEMPORARY STAFFING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-133-23

APPROVE CHG ORD
1/ AGGR MATERIALS
& SPOILS DISP/
JOHN NERI
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve Resolution R-135-23, A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH JOHN NERI CONSTRUCTION CO. INC. FOR ADDITIONAL AGGREGATE MATERIALS AND SPOILS DISPOSAL. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-135-23

SECOND READING/
ORDINANCE
M-13-23

Item #19 was removed from the Consent Agenda at the request of Alderman Charewicz.

Consent Agenda

Alderman Charewicz stated he is in favor of this, but wanted to question how the City will let residents know of the ordinance change.

Advanced to second reading by Charewicz, seconded by Brookman, to Adopt the Ordinance M-13-23, AN ORDINANCE AMENDING SECTIONS 7-3-2 AND 7-10-6 OF THE DES PLAINES CITY CODE REGARDING ANTIQUE VEHICLE PARKING WITHIN THE CITY.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Sayad, Brookman,
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Oskerka

Motion declared carried.

**SECOND READING/
ORDINANCE
Z-12-23**

Consent Agenda

Advanced to second reading by Brookman, seconded by Walsten, to Adopt the Ordinance Z-12-23, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING LOCALIZED ALTERNATIVE SIGN REGULATIONS. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
APPOINTMENTS TO
THE LIBRARY
BOARD OF
TRUSTEES**

Item #21 was removed from the Consent Agenda at the request of Alderman Charewicz.

Alderman Charewicz wanted to ask if there has been any discussion of term limits in connection to this.

Resident Earl Wilson gave his opinion of term limits on appointed positions.

Moved by Sayad, seconded by Brookman, to Defer APPROVING THE APPOINTMENTS TO THE LIBRARY BOARD OF TRUSTEES FROM THE JUNE 19, 2023 CITY COUNCIL AGENDA OF NAZNEEN KAPADIA AND RACHEL RICE, TERMS TO EXPIRE 7/17/26.

No Vote.

Moved by Walsten, seconded by Moylan, a Substitute Motion for APPROVING THE APPOINTMENTS TO THE LIBRARY BOARD OF TRUSTEES FROM THE JUNE 19, 2023 CITY COUNCIL AGENDA OF NAZNEEN KAPADIA AND RACHEL RICE, TERMS TO EXPIRE 7/17/26.

Upon roll call, the vote was:

AYES: 3 - Moylan, Walsten, Smith

NAYS: 4 - Lysakowski, Sayad, Brookman, Charewicz

ABSENT: 1 - Oskerka

Motion failed.

Moved by Sayad, seconded by Brookman, to Defer APPROVING THE APPOINTMENTS TO THE LIBRARY BOARD OF TRUSTEES FROM THE JUNE 19, 2023 CITY COUNCIL AGENDA OF NAZNEEN KAPADIA AND RACHEL RICE, TERMS TO EXPIRE 7/17/26.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Sayad, Brookman,
Walsten, Smith, Charewicz

NAYS: 1 - Moylan

ABSENT: 1 - Oskerka

Motion declared carried.

**APPROVE
REAPPOINTMENTS
TO THE LIBRARY
BOARD OF
TRUSTEES**

Item #22 was removed from the Consent Agenda at the request of Alderman Charewicz.

Moved by Sayad, seconded by Brookman, to Defer APPROVING THE REAPPOINTMENTS TO THE LIBRARY BOARD OF TRUSTEES FROM THE JUNE 19, 2023 CITY COUNCIL AGENDA OF LISA DU BROCK, KRISTEN GRAACK, CHRISTINE HALBLANDER, DR. GREGORY SARLO, AND MICHELLE SHIMON - TERMS TO EXPIRE 7/17/25 AND OF NICHOLAS HARKOVICH AND DENISE HUDEC - TERMS TO EXPIRE 7/17/26.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Sayad, Brookman,
Walsten, Smith, Charewicz

NAYS: 1 - Moylan

ABSENT: 1 - Oskerka

Motion declared carried.

**APPROVE
MINUTES
Consent Agenda**

Moved by Brookman, seconded by Walsten, to Approve the Minutes of the City Council meeting of June 19, 2023, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
MINUTES
Consent Agenda**

Moved by Brookman, seconded by Walsten, to Approve the Closed Session Minutes of the City Council meeting of June 19, 2023, as published. Motion declared carried as approved unanimously under Consent Agenda.

**UNFINISHED
BUSINESS**

**CONSIDER AUTH
THE ACQUISITION
THROUGH
CONDEMNATION OF
FEE SIMPLE TITLE
TO THE PROPERTY
LOCATED AT 1504
MINER ST
Ordinance
M-3-23**

Mayor Goczkowski requested without objection to defer second reading of Ordinance M-3-23 to the first meeting of September – Alderman Charewicz objected.

Moved by Lysakowski, seconded by Brookman, to Defer to the first meeting in September, the Ordinance M-3-23, AN ORDINANCE AUTHORIZING THE ACQUISITION THROUGH CONDEMNATION OF FEE SIMPLE TITLE TO THE PROPERTY LOCATED AT 1504 MINER STREET.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Sayad, Brookman,
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Oskerka

Motion declared carried.

**CONSIDER
APPROVING A
CONDITIONAL USE
PERMIT FOR A FOOD
PROCESSING EST AT
984 LEE ST
Ordinance
Z-13-23**

Director of Community & Economic Development Carlisle reviewed a memorandum dated July 6, 2023.

After the case was deferred at the June 19 Council meeting, staff were directed to perform additional due diligence prior to the July 17 meeting, including a records search for any violations at their existing facility in Chicago and a site visit. A FOIA request and environmental records database search were performed; no violations have been recorded for this business or this property from the City of Chicago.

In addition, staff performed an odor and noise study at the site to determine any potential effects generated by this proposed facility. The provided records combined with the field investigation determined the existing facility has no identifiable impact to its neighborhood in terms of odor and noise.

Finally, staff have recommended several additional conditions to address health and odor concerns at this site. Condition 5 would require extra health inspections (at the petitioner's expense) performed quarterly by the City of Des Plaines' third-party health inspector over a 24 month period. Condition 6 outlines the procedure for inspection and enforcement process of property for any noise or odor that violates the Zoning Ordinance.

Recommended Conditions of Approval:

1. The Subject Property must have garbage pick up to empty the dumpsters on the Subject Property on a daily basis during the regular operating schedule of the Proposed Use.
2. No motor vehicles unassociated with the Proposed Use may be parked on any of the parking areas associated with the Subject Property.
3. Outdoor storage outside of a permitted accessory structure is prohibited on the Subject Property.
4. All parking areas on the Subject Property must be paved, striped, and landscaped according to all applicable Zoning Ordinance standards prior to a Final Certificate of Occupancy being granted for the Proposed Use. Accessible parking spaces must be located on the Subject Property sufficient to meet accessibility standards pursuant to Section 12-9-8 and Illinois Accessibility Code. The Petitioner may revise the site plan to reduce the number of parking spaces; provided, that the minimum number of parking spaces required for the Proposed Use are provided.
5. At the Petitioner's expense, the Department of Community and Economic Development will use its third-party contracted health inspection vendor to conduct quarterly health and sanitation inspections (four times in a 12-month period, every three months) for the first 24 months of the operation of the Proposed Use ("Inspection Period"). The inspections will assess general sanitation and review all operational and potential nuisance concerns. If at the conclusion of the Inspection Period there have been consistent reports of compliance with the City Code and the requirements of this Ordinance and nuisance-free operation, the inspections will cease; provided, however, the Director of Community and Economic Development may extend the Inspection Period if they determine the inspections should continue. The City will invoice the Petitioner for the cost of the inspection after each inspection.
6. The Petitioner must maintain the Property and operate the Proposed Use in compliance with the Performance Standards in Chapter 12 of Title 12 of the City Code, including, without limitation, Section 12-12-6: Odor and Section 12-12-8: Noise. Upon the receipt of complaints regarding the operation of the Proposed Use, the City will investigate and apply the appropriate provisions, and the Petitioner agrees to fully cooperate with the following sequential and progressive enforcement measures:
 - a. If City code enforcement staff observes or detects a violation of the Performance Standards ("Original Violation"), it will notify the Petitioner in writing and provide a 14-day period for compliance, which compliance must be verified at a follow-up inspection.
 - b. If upon follow-up inspection the Original Violation is still observed and uncorrected, a citation will be issued to Petitioner, which may result in a fine in a final amount to be determined by the City's administrative hearing officer but only in amounts in accordance with Section 5.A. of this Ordinance. In addition, the Petitioner must cease operation of the Proposed Use until approval of a nuisance-mitigation plan ("Mitigation Plan") by the Director of Community and Economic Development or their designee. The Mitigation Plan may include, without limitation, HVAC system changes, sound-proofing, additional refuse screening or pickup, or other operational changes. Upon approval of this Mitigation Plan and the payment of any fines

- due, the Petitioner may resume operation of the Proposed Use on a probationary basis for 90 days ("Probation Period").
- c. If during the Probation Period City staff does not observe any further instances of the Original Violation, the Original Violation will be considered resolved, and any new instances of a violation of the Performance Standards would require a new enforcement process; provided, however, if City staff observes the Original Violation during the Probation Period, the Director of Community and Economic Development shall forward a report documenting the probationary violation to the City Manager and City Council, which will hold a public hearing at a regularly scheduled meeting to consider revocation of the conditional use approved pursuant to this Ordinance. The Petitioner and Owner will be provided at least 14 days' notice prior to the public hearing. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation of the Conditional Use Permit, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

Alderman Sayad requested a notation of the FDA report.

Richard Kim, counsel for the petitioner, and Sang Hong Lee, manager of the 5000 Year Foods Kimchi, spoke on the petitioner's behalf.

A couple residents expressed their objection to the food processing establishment at this location.

Moved by Moylan, seconded by Charewicz, to Approve First Reading of Ordinance Z-13-23, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO ALLOW A FOOD PROCESSING ESTABLISHMENT AT 984 LEE STREET, DES PLAINES, ILLINOIS. (Case # 23-024-CU).

Upon voice vote, the vote was:

AYES: 5 - Lysakowski, Moylan, Brookman
Smith, Charewicz

NAYS: 2 - Sayad, Walsten

ABSENT: 1 - Oskerka

Motion declared carried.

NEW BUSINESS

FINANCE & ADMINISTRATION – Alderman Sayad, Chair

Alderman Sayad presented the Warrant Register.

WARRANT REGISTER
Resolution R-128-23

Moved by Walsten, seconded by Brookman, to Approve the Warrant Register of July 17, 2023

in the Amount of \$8,030,271.55 and Approve Resolution R-128-23.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Sayad, Brookman,
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Oskerka

Motion declared carried.

COMMUNITY DEVELOPMENT – Alderman Moylan, Chair

**CONSIDER A
BUSINESS GRANT
AWARD FOR THE
FOXTAIL ON THE
LAKE**
**Resolution
R-136-23**

Director of Community & Economic Development Carlisle reviewed a memorandum dated July 6, 2023.

At the June 5, 2023 City Council meeting, the Council voted 6-2 to direct staff to prepare a resolution that if approved would award a Business Assistance Program (BAP) GROWTH grant to The Foxtail on the Lake at 1177 Howard for up to \$300,000. The grant would be used toward holistic construction costs. The project is under construction but not complete, making it eligible for the Council to consider a GROWTH award. Separately the Council will consider a sales tax rebate agreement.

Applicants David Villegas and Tim Canning are ownership partners in The Foxtail on the Lake, an under-construction restaurant within Lakeview Center at 1177 Howard. Lakeview was formerly Good Shepherd Lutheran Church and is now owned by the Des Plaines Park District, which will be leasing to Foxtail to operate an approximately 15,500-square-foot restaurant, which includes a nearly 5,000-square-foot patio seating area that overlooks Lake Opeka and a dual-purpose kitchen that will not only serve the on-site dining (restaurant) but also source a catering business. There is an existing location at 5237 Main Street in Downers Grove (The Foxtail), with a sister restaurant – Cadence Kitchen Co. – also in Downers Grove at 5101 Mochel Drive. The applicant began construction at Lakeview Center in early fall 2022 and is expecting to complete construction and open by late summer 2023. See the attached renderings and menu.

The comprehensive adaptive reuse project non-exhaustively includes an approximately 3,000-square-foot addition to the north side of the former church building, the conversion of the old sanctuary to a main dining room with a principal seating area and a mezzanine, and the construction of the large patio overlooking Lake Opeka. At the June 5 meeting, the applicant presented to the Council, which discussed the substantial investment to convert a sizeable portion of the former church to a restaurant. A combination of interior and exterior improvements includes fire safety infrastructure, utility service upgrades, roof repair, and additional structural support, as well as the construction of a kitchen for a building that did not have one previously. As the basis for their ask, they have submitted an eligible project budget of \$2.28 million. While \$2.28 million does not encompass the entire project cost, the applicant has explained this portion of the expenses highlights project components where costs have exceeded upfront expectations—for reasons either beyond their control or that were not foreseeable at project outset. The adopted BAP guidelines allow grants to provide up to a 50 percent match of eligible project costs, but Council directed to prepare a resolution for a \$300,000 award, with the potential to provide further assistance through a separately considered sales tax rebate agreement.

The Council’s action authorizes approval of the grant, but disbursement will not occur until all administrative steps in the adopted BAP guidelines are fulfilled upon completion of the project.

Moved by Walsten, seconded by Sayad, to Approve the Resolution R-136-23, A RESOLUTION APPROVING A BUSINESS ASSISTANCE PROGRAM GRANT (GROWTH) FOR THE FOXTAIL ON THE LAKE RESTAURANT AT 1177 HOWARD AVENUE.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Sayad, Brookman,
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Oskerka

Motion declared carried.

**CONSIDER
APPROVING A SALES
TAX REBATE
AGREEMENT WITH
THE FOXTAIL ON
THE LAKE
Resolution
R-137-23**

Director of Community & Economic Development Carlisle reviewed a memorandum dated July 6, 2023.

At the June 5, 2023 City Council meeting, the Council voted 6-2 to direct staff to prepare a resolution that if approved would authorize a sales tax rebate agreement with The Foxtail on the Lake at 1177 Howard. The base structure of the agreement is to rebate 100 percent of the annual municipal sales tax collected (two percent of gross sales) up to a maximum of \$450,000.

In addition to a Business Assistance Program (GROWTH) grant, the award for which the Council is considering separately, rebating sales tax provides a different type of incentive; instead of providing funding immediately after opening, this incentive rewards sales performance over multiple years. Based on three operating pro forma scenarios provided by Foxtail, projected sales range between \$5.3 and \$7.2 million annually. The sales include dine-in, catering, and alcohol. Assuming the low-end estimate, the business would generate \$106,000 in municipal sales tax annually. The Council’s direction was to rebate 100 percent of the sales tax collected up to a \$450,000 maximum, after which the City would begin to retain all of the sales tax generated as it normally would.

The expected duration to reach the \$450,000 maximum is just over four years, which would result in sharing of the revenue in the fifth year. Nonetheless, the agreement contains a 10-year time horizon limit. Having a time limitation is an advisable practice for revenue-sharing or rebate incentive agreements. If the incentive has not generated enough sales tax to reach the maximum (cap) within 10 years of effectiveness, the agreement will expire, and no further incentive will be due.

Finally, under the proposed agreement, the applicant would be paid once annually, after the City’s Finance Department has received the full collection of taxes from the Illinois Department of Revenue for the prior year.

Moved by Brookman, seconded by Sayad, to Approve the Resolution R-137-23, A RESOLUTION APPROVING A SALES TAX REBATE AGREEMENT FOR THE FOXTAIL ON THE LAKE RESTAURANT AT 1177 HOWARD AVENUE

Upon roll call, the vote was:

- AYES: 5 - Lysakowski, Sayad, Brookman,
Walsten, Smith
 - NAYS: 2 - Moylan, Charewicz
 - ABSENT: 1 - Oskerka
- Motion declared carried.

**CONSIDER TEXT
AMENDMENT TO
ALLOW CHILDCARE
CENTERS IN M-2
Ordinance
Z-14-23**

Director of Community & Economic Development Carlisle reviewed a memorandum dated July 6, 2023.

The petitioner represents Des Plaines Material Supply, which is an active outdoor bulk material facility operating at 1269 E. Golf Road. The petitioner owns the subject property and a separate parcel at 1331 E. Golf Road with the intention of locating an outdoor bulk material facility on the subject property. There is an existing childcare center operating on the subject property with an active conditional use permit. While a childcare center use is allowed in the C-3 district (current property zoning) through a conditional use permit, it is not currently allowed in the M-2 district as either a permitted or conditional use.

Rezoning the property to M-2, if approved, would render the property a legal nonconforming use, which allows the use to continue operating but places various restrictions on the use’s—and property’s—ability to be permitted for expansion, relocation of structures, building and

site alterations, etc. Thus, a text amendment is advisable to create an allowance for this use in the M-2 district and enable the site plan and mix of uses proposed by the petitioner.

Section 12-7-4, Manufacturing Districts Regulations: Modify Section 12-7-4.G, “Manufacturing Use Matrix,” to add an allowance for “childcare centers” as a conditional use with a qualifier that the childcare center use is only allowed as a secondary principal use and only where the primary principal use has 20 or more employees on staff.

The PZB voted 6-0 to recommend approval of the text amendment.

Moved by Charewicz, seconded by Brookman, to Approve First Reading of Ordinance Z-14-23, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING THE ALLOWANCE OF CHILDCARE CENTERS IN THE M-2 GENERAL MANUFACTURING DISTRICT.

Upon voice vote, the vote was:

AYES: 7 - Lysakowski, Moylan, Sayad, Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Oskerka

Motion declared carried.

Advanced to second reading by Brookman, seconded by Sayad, to Adopt the Ordinance Z-14-23, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING THE ALLOWANCE OF CHILDCARE CENTERS IN THE M-2 GENERAL MANUFACTURING DISTRICT.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Sayad, Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Oskerka

Motion declared carried.

CONSIDER
APPROVING A
ZONING MAP
AMENDMENT FOR
1345 E. GOLF RD/16
MARY ST
Ordinance
Z-15-23

Director of Community & Economic Development Carlisle reviewed a memorandum dated July 6, 2023.

The subject property is located in the C-3 General Commercial district at the southwest corner of the Golf Road/Mary Street intersection and is comprised of three separate PINs totaling 2.22 acres, which are addressed under 1345 E. Golf Road and 16 Mary Street.

The subject property is improved with a one-story, 27,500-square-foot building and two off-street paved parking areas: one directly east of the building, where spaces are directly connected to the Mary Street right-of-way, and another north of the off-street parking area along Golf Road. Additionally, there is a cell tower, unpaved storage area, and outdoor activity area for the childcare center.

In the future the petitioner will propose to locate an outdoor bulk material facility use on the subject property as well as at 1331 E. Golf Road, which would be consolidated through the subdivision process as one cohesive development on a single lot of record.

The proposal includes on-site improvements including (i) the removal of the existing non-paved area and outdoor activity area for the childcare center on the subject property and the development on 1331 E. Golf Road; and (ii) the installation of outdoor storage bins, paved operations/parking areas, upgraded site access points, and new outdoor activity area for the childcare center. The existing building, cell tower, and off-street parking areas along Mary would be retained as part of this project, with some parking lot upgrades proposed.

There are also off-site improvements including (i) the removal of the two-existing curb cuts off Golf Road and their replacement with a new three-lane, full access curb cut onto Golf Road; (ii) the removal of the existing curb cut off Mary Street; (iii) the upgrading of the existing curb cut on Redeker Road with a new three-lane, full access curb cut; (iv) and the removal of the existing concrete median on Golf Road and its replacement with a new left turn lane.

While the petitioner is applying only for a map amendment (and separately considered text amendment) at this time, additional entitlements will be required prior to the operation of the proposed outdoor bulk material facility use—and would serve as the second application for this overall proposal. The expected additional entitlement would cover necessary conditional use requests, as well as plat of subdivision and variation requests.

The proposed outdoor bulk material facility use is not allowed in the C-3 district as a permitted or conditional use but is permitted in the M-2 General Manufacturing district through a conditional use permit.

The operation of the outdoor bulk material facility use on the subject property would require a map amendment to the M-2 district and be subject to the bulk regulations in Section 12-7-4.H of the Zoning Ordinance.

Based on the M-2 district bulk regulations above, the proposal would meet all standards with the exception of the required front/north setback (Golf) and east side setback (Mary). The north property line—designated as the front yard— fronts an arterial and is adjacent to the institutional district, which is not a manufacturing district, requiring a greater setback requirement. Similarly, the east side property line is adjacent to a commercial district, which also requires a larger side yard setback. The positioning of the existing building on the subject property does not meet the setback requirements of the M-2 district, and therefore future variations are recommended to avoid a long-term circumstance of a non-conforming structure.

The petitioner has noted that a second, separate application will be submitted with various variation requests—including those related to building setbacks.

The PZB voted 6-0 to recommend approval of the map amendment.

Moved by Walsten, seconded by Sayad, to Approve First Reading of Ordinance Z-15-23, AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR 1345 E. GOLF ROAD/16 MARY STREET, DES PLAINES, ILLINOIS.

Upon voice vote, the vote was:

AYES: 7 - Lysakowski, Moylan, Sayad, Brookman,
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Oskerka

Motion declared carried.

Advanced to second reading by Brookman, seconded by Smith, to Adopt the Ordinance Z-15-23, AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR 1345 E. GOLF ROAD/16 MARY STREET, DES PLAINES, ILLINOIS.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Sayad, Brookman,
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Oskerka

Motion declared carried.

CONSIDER
APPROVING A
CONDITIONAL USE
PERMIT FOR DRIVE-
THROUGH
FACILITIES AT 2777
MANNHEIM ROAD
Ordinance
Z-16-23

Director of Community & Economic Development Carlisle reviewed a memorandum dated July 6, 2023.

Developer GW Properties, which is under construction for a multi-building restaurant-and-retail development on the southeast corner of Mannheim and Pratt (Outback Steakhouse, First Watch, Five Guys), is now also proposing a full redevelopment at the northeast corner—the former Café La Cave site. The proposed development is three new restaurants with indoor and outdoor seating and drive-throughs: Guzman Y Gomez, Cava, and Raising Canes.

The proposal includes three separate Class B restaurants, each with its own drive-through facility. “Restaurant, Class B” is a permitted use in the C-3 district. However, drive-through facilities on lots adjacent to residential properties require a conditional use permit. Although the properties are separated from the residential homes on Greco Avenue by both the Greco right-of-way and the railroad right-of-way, research indicated that in this area, specifically for the Starbucks at 2655 Mannheim, a conditional use for a drive-through was required by previous zoning administration. Further, the proposed drive-throughs are sited on the eastern portions of the properties, putting them closer to the residential lot lines than if they were on the other side of the lots or separated by a building or other development barrier (provided, however, that all of the drive-throughs would be well screened because of the railroad sound wall and the trees in the Greco right of way).

All three lots will abut Mannheim on the west and the railroad tracks on the east. However, Lot 3 will also abut Pratt to the south. As a result, the designated front yard for all three lots will be the west property line along Mannheim, making the east property line the rear yard, and the north and south property lines the side yards.

All new construction must adhere to Section 12-3-11 of the Zoning Ordinance, which specifically focuses on transparency and exterior building materials. Plans submitted at this time show each of the three buildings will meet the exterior building material standards. However, transparency regulations will need to be addressed at time of building permit, or the proper relief would need to be obtained.

Access: The subject property currently contains three access points (driveway curb cuts)—two from Mannheim and one from Pratt. The proposal alters the site access by removing the northernmost curb cut off Mannheim and adding a second curb cut on Pratt. On the Pratt side, the changes align with curb cuts for the commercial development under construction at the southeast corner of the Mannheim-Pratt intersection. On Mannheim, the plan removes a curb cut that is close to another; removing curb cuts is generally viewed as a best practice. Lots 2 and 3 will have direct access onto Mannheim or Pratt. However, access to Lot 1 will require access through either Lot 2 or 3 via a cross-access easement. It is also important to note that the proposed changes on the access from Mannheim will require an Illinois Department of Transportation (IDOT) permit.

Circulation: The lots in the proposed development are designed to be cohesive and connected so that motorists and pedestrians can pass through any of the lots to reach their destination. Each lot contains a 24-foot-wide east-west two-way drive aisle for circulation and parking access on the individual lots. However, two 24-foot-wide north-south two-way travel drive aisles are also proposed not only to provide direct access to additional parking spaces but also to provide direct connections to the other lots. The proposed drive aisle widths exceed the 22-foot-minimum-width requirement in Section 12-9-6.B of the Zoning Ordinance.

Drive-Through Stacking: Given that all three restaurants will utilize drive-through facilities in their operations, appropriate drive-through stacking spaces are required. Section 12-9-4 of the Zoning Ordinance requires that all drive-through facilities provide a minimum of six

stacking spaces per facility plus one stacking space per waiting area. The attached Site Plan indicates that all three restaurants will contain a single drive-through facility with seven or more stacking spaces provided in conformance with this section.

Pedestrian access to public sidewalks: Lot 3 (Raising Canes) has two sidewalk connections through the parking lot, one to each Mannheim and Pratt sidewalk. However, Lots 1 and 2 do not. A recommended approval condition is that these connections be added. Because the parking proposed around all three uses would exceed the required minimums, a loss of potentially 3-4 standard spaces would not create a deficiency, either practical or code, in staff's opinion

Parking: Ninety-degree off-street standard and accessible parking spaces are provided for each lot as identified in the table and illustrated on the attached Site Plan. Under Section 12-9-7 of the Zoning Ordinance, Class B restaurants are required to provide one parking space for every 50 square feet of net floor area, or one parking space for every four seats, whichever is greater, plus one parking space for every three employees. Sections 12-9-6.B and 12-9-8 of the Zoning Ordinance require a minimum of 8.5 feet in width and 18 feet in depth for standard spaces and a minimum of 16 feet in width and 18 feet in depth for accessible spaces.

Building Footprints and Setbacks: The attached Site Plan and respective civil plans for Lots 1-3 (also attached), identify the positioning and dimensions of the proposed building on each lot. Section 12-7-3.L of the Zoning Ordinance requires that commercial properties meet certain bulk controls as identified in the table, which are met by the proposed development. Note that there are no building coverage or lot coverage restrictions for the commercial districts and that a larger building setback distance is required for the rear (east) property line because it is adjacent to residences.

Outdoor Seating Areas: Each of the three proposed restaurant developments include an outdoor seating area facing Mannheim. Note that the outdoor seating areas are not factored into the required off-street parking calculation.

Dumpster Enclosures: Dumpsters and their respective enclosures have been proposed for all three lots, positioned at the rear near the drive-through entrances. Section 12-10-11 of the Zoning Ordinance requires all dumpsters that are stored outside to be improved with a four-sided enclosure constructed of a solid wood or masonry fence a minimum of six feet—but no more than eight feet—in height. Elevation drawings will be required at time of building permit to ensure that requirements are met for the dumpster enclosures.

Photometric Plan The proposed development involves the installation of new exterior lighting, which must comply with the environmental and performance standards in Section 12-12-10 of the Zoning Ordinance.

Traffic Study and IDOT Overall, the study concluded: (i) the proposed development will be consistent and compatible with existing traffic volumes and patterns in the area; (ii) there is no substantial net new traffic generated by the development (i.e., the proposed uses would mostly capture existing traffic); (iii) the internal circulation allows for adequate access and dispersion of traffic entering, exiting, and navigating the development; and (iv) wayfinding, stop, and do-not-enter signs should be installed to direct traffic.

This study's findings do not recommend any roadway improvements on either Pratt or Mannheim. However, the Public Works and Engineering (PWE) Department determined that a three-lane cross-section—to accommodate dedicated right and left turn lanes—shall be provided on westbound Pratt to facilitate traffic flow and prevent back-up from west to east toward the railroad tracks.

In addition, IDOT is requiring that Mannheim is restriped to accommodate two left-turn lanes: (i) into the development, aligned with the curb cut in front of the proposed Cava Mediterranean Grill (the middle restaurant/Lot 2) and (ii) onto eastbound Pratt, which will likely be used to access the Raising Canes or the restaurant and retail development to the south (i.e, Outback, First Watch, Five Guys). The petitioner is working with the City and IDOT to address this comment, with a final design to be included with the Final Plat/Final Engineering approval. Nonetheless, staff recommends a condition at this stage that the final development plans satisfy all permitting requirements of relevant agencies, specifically IDOT and the City.

The PZB voted 6-0 to recommend approval of the conditional use requests.

Staff and the PZB recommend Conditions of Approval:

1. All proposed ground signs and building-mounted signs must comply with all provisions of Section 12-11 of the Zoning Ordinance, or the Petitioner must obtain necessary relief, such as, but not limited to, a variation or conditional use permit for localized alternative sign regulations (LASR).
2. All buildings to be constructed as part of the Proposed Development must comply with all provisions of Section 12-3-11 of the Zoning Ordinance, or the Petitioner must obtain necessary relief, such as a variation.
3. A lighting plan labeling all building-mounted and freestanding light fixtures and providing photometric details must be submitted and approved with the building permit for any portion of the Proposed Development.
4. Grading/drainage and other on-site infrastructure details must be submitted and satisfy the requirements of the Public Works and Engineering Department at the time the Final Plat of Subdivision is submitted for review and approval.
5. Petitioner must provide the required security to guarantee the construction of and actually construct all required public improvements, pursuant to Section 13-2-8 and Chapter 3 of Title 13 of the City Code, and submit final engineering plans that fulfill requirements of the Public Works and Engineering Department and the Illinois Department of Transportation.
6. Marked pedestrian paths between the buildings and public sidewalk on the Subject Property must be provided for the buildings on Lots 1 and 2 as shown on the Tentative Plat of Subdivision.
7. Commercial off-site parking on the Subject Property, such as parking for Allstate Arena events or O’Hare travelers, is prohibited.
8. The drive-through facilities as authorized by the Conditional Use Permit may not be operated unless and until the approval of the final plat of subdivision for the Subject Property

A representative from the petitioner spoke on their behalf.

Moved by Walsten, seconded by Brookman, to Approve First Reading of Ordinance Z-16-23, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR DRIVE-THROUGH FACILITIES AT 2777 MANNHEIM ROAD, DES PLAINES, ILLINOIS (Case #23- 014-CU-TSUB).

Upon voice vote, the vote was:

AYES: 7 - Lysakowski, Moylan, Sayad, Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Oskerka

Motion declared carried.

Advanced to second reading by Walsten, seconded by Brookman, to Adopt the Ordinance Z-16-23, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR DRIVE-THROUGH FACILITIES AT 2777 MANNHEIM ROAD, DES PLAINES, ILLINOIS (Case #23- 014-CU-TSUB).

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Sayad, Brookman,
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Oskerka

Motion declared carried.

**CONSIDER A FIRST
AMENDMENT TO
THE PSA FOR 1332
WEBSFORD AVE
Resolution
R-139-23**

Director of Community & Economic Development Carlisle reviewed a memorandum dated July 6, 2023.

Mylo Residential Graceland Property, LLC (formerly 622 Graceland Apartments, LLC; Joe Taylor of Compasspoint Development as Manager) (“Developer”) is under contract with the City to purchase the property at 1332 Webford Avenue (“City Parcel”), which is a City-owned public parking lot. The City Council approved this sale through Ordinance M-22-22 on September 6, 2022, and the PSA was executed October 7, 2022. The City Parcel will be combined with parcels located to the east for a proposed mixed-use residential, commercial, and parking development, alongside a publicly accessible park immediately west at 1330 Webford. The sale of the City Parcel is currently scheduled for late July. The sale price would be \$10. However, the current agreement requires that for the closing to occur, the Developer must simultaneously purchase both the Journal & Topics parcels located to the east as well as the 1330 Webford parcel located to the west.

The City Manager received a request from counsel for the Developer to amend the PSA and extend the time to close on the adjacent parcels by 90 days, while allowing the closing for the City-owned parcel to proceed in as planned later this month.

1332 Webford is a 13,500-square-foot property directly west of the 622 Graceland Avenue-1368 Webford property (the “Journal and Topics Parcels”) and east of a small mixed-use commercial-residential building at 1330 Webford (“West Parcel”).

The Developer’s proposed mixed-use development (the “Graceland-Webford Project”) will include 131 residential apartments, approximately 2,800 square feet of restaurant-lounge/commercial space, an approximately 3,000-square-foot publicly available open green space adjacent to Webford Avenue, and a parking garage with 179 covered spaces. Of these 179 spaces, 25 would be allocated for public use, intended to partially replace the 38 spaces currently at 1332 Webford. The remaining 154 would fulfill the off-street parking requirements of the Zoning Ordinance for the residential units (137 spaces) and proposed restaurant-lounge (17 spaces). The completion of the Graceland-Webford Project relies upon the acquisition of the City Parcel.

The Graceland-Webford Project required a zoning map amendment (rezoning) from the C-3 General Commercial District to the C-5 Central Business District. The City Council approved the rezoning on August 1, 2022 (Ordinance Z-23-22). This approving ordinance has not become effective, however, because it is conditioned upon the Developer acquiring title to the City Parcel. This obligation was required to be satisfied within one year of the Council’s original approval of the ordinance.

Resolution R-139-23 would approve a First Amendment to the PSA for 1332 Webford. The First Amendment (i) requires that the Developer close on the City Parcel no later than July 31, 2023 and (ii) extends the deadline for the Developer to acquire both the Journal & Topics Parcels and the West Parcel to no later than October 31, 2023.

Due to implications of the amended terms at this juncture, the First Amendment is prepared with these considerations intended to protect the City.

- Reverter: If the Developer is unable to acquire the Journal & Topics Parcels and the West Parcel on or before October 31, 2023, title to the City Parcel will automatically revert to the City.
- Earnest money: Although the final sale price is \$10, the agreement requires a \$60,000 deposit of earnest money. If title to the City Parcel reverts to the City, the City will also be entitled to keep the full \$60,000.
- Future downzoning (if necessary): In the event the City sells 1332 Webford to the Developer but the Developer is not able to acquire the Journal & Topics Parcels – which are part of the property that would be rezoned to C-5 pursuant to Ordinance Z-23-22 – the owner of the Journal & Topics Parcels must pledge not to object to a City-initiated rezoning of the parcels back to C-3. This pledge will require a separate document submission to the City or General Counsel, which must be provided on or before the 1332 Webford closing date.

The following key terms, which have been reinforced through a development agreement, would not change if the Council approves the first amendment to the PSA:

- The Developer will be responsible for paying for demolition of the existing building at 1330 Webford, as well as all site preparation, programming, and landscaping of the property with placemaking or recreational elements desired by the City.
- The Developer, as the new owner of 1330 Webford, will record a covenants and easement agreement that will establish the park as public open space. Developer or any successors in title would be responsible for property maintenance, including maintenance of any recreational improvements. Further, the Developer or any successors would be responsible for any real estate taxes as may be levied on 1330 Webford.
- The redevelopment agreement contains exhibits to ensure the development is “constructed, maintained, and operated in accordance with plans approved” by the City.
- Through the development agreement and as contemplated by both Ordinance Z-23-22 (zoning approval) and the original PSA, the Developer would not object to a rezoning from C-5 back to C-3 if, even upon completion of all land acquisition, the Developer does not fulfill other benchmarks in the Development Permitting and Construction Schedule. These benchmarks include but are not limited to application for demolition and building permits by January 15, 2024, and construction commencement by April 30, 2024

Katrina McGuire and Joe Taylor spoke on their behalf of the petitioner.

Resident Tom Lovestrand expressed his concern regarding the first amendment to the PSA, and stated he believes this request should raise red flags about this project.

Moved by Moylan, seconded by Walsten, to Approve the Resolution R-139-23, A RESOLUTION APPROVING A FIRST AMENDMENT TO A REAL ESTATE PURCHASE AND SALE AGREEMENT.

Upon roll call, the vote was:

AYES: 5 - Lysakowski, Moylan, Brookman,
Walsten, Smith

NAYS: 1 - Sayad, Charewicz

ABSENT: 1 - Oskerka

Motion declared carried.

**OTHER ALDERMEN
COMMENTS FOR
THE GOOD OF THE
ORDER**

Alderman Brookman stated thank you again to all of the veterans.

ADJOURNMENT

Moved by Brookman, seconded by Walsten to adjourn the meeting. Upon voice vote, motion declared carried. The meeting adjourned at 9:35 p.m.

Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS _____
DAY OF _____, 2023

Andrew Goczkowski, MAYOR



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.

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

Andrew Goczkowski
Mayor
Local Liquor Commissioner

Attachments: Application Packet
Ordinance M-10-23



LOCAL LIQUOR COMMISSIONER

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

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: Abraham Gas Mart INC
Address: 1990 MANNHEIM RD DESPLAINES IL Zip: 60018
Mailing Address: 1990 MANNHEIM RD DESPLAINES IL Dept:
City: DESPLAINES St: MANNHEIM Zip: 60018
Email: abrahamgasmart@gmail.com Phone#: 773-216-5917
Day/Hours of Operations: Monday: 24 hrs Tuesday: 24 hrs Wednesday: 24 hrs
Thursday: 24 hrs Friday: 24 hrs Saturday: 24 hrs Sunday: 24 hrs

CLASSIFICATION

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

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

Title: PRESIDENT % of Stock: 100
Name: Abraham George
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? [X] NO [] YES - Attach documentation identifying the charge, finding, court branch and docket #

ADDITIONAL INFORMATION

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

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

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

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

AFFIDAVIT

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

AG 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.

AG 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.

AG INITIALS

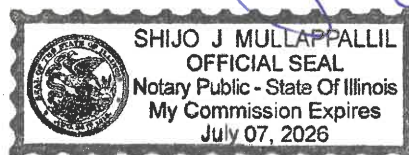
Abraham
Signature of Owner

Abraham George
Print Name

SUBSCRIBED and SWORN to before me this

3rd day of February, 2023

[Signature]
NOTARY PUBLIC (STAMP SEAL BELOW)



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. GEORGE

First Name

Middle Initial

Last Name

Initial Registered Office: 1990 MANNHEIM RD

Number

Street

Suite No.

DES PLAINES

IL

60018-2907

COOK

City

ZIP Code

County

3. Purposes for which the Corporation is Organized:

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

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
<u>COMMON</u>	<u>1000</u>	<u>1000</u>	<u>\$ 1000</u>

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2023

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

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

PRODUCER Thomas George Insurance Agency 350 S Northwest Hwy Suite 300 Park Ridge IL 60068	CONTACT NAME: THOMAS GEORGE PHONE (A/C, No, Ext): 847-619-6883 E-MAIL ADDRESS: royskokie@gmail.com	FAX (A/C, No): 847-454-3658
	INSURER(S) AFFORDING COVERAGE INSURER A : AM GUARD INSURANCE CO	
INSURED ABRAHAM GAS MART INC 1990 MANNHEIM RD DES PLAINES IL 60018	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ABBP434725	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	LIQUOR LIABILITY			ABBP434725	04/01/2023	04/01/2024	AGGREGATE LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CITY OF DES PLAINES 1420 Miner St, Des Plaines, IL 60016	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Thomas George</i>
---	--

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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.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT

ABRAHAM GAS MART INC.

Loc. Code: 016-0015-1-001

Des Plaines
Cook County

1990 MANNHEIM RD
DES PLAINES IL 60018-2907

Certificate of Registration

Expiration Date:
3/1/2024

Sales and use taxes and fees (4474-6474)

ILLINOIS REVENUE
[Signature]
Director

OFFICIAL DOCUMENT

Issued Date: **03/01/2023**

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: APPROVAL OF LIQUOR LICENSE. 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:

4-18-1: FEE SCHEDULE:

Section	Fee Description	Number	Term	Fee	
					New
	*	*	*		
Chapter 4	Liquor Control				
4-4-5A	License Fees and Number:				
	Class	Number	Term	Initial Fee	Annual Fee
	Class M	11 12	Annual	\$3,630.00	\$1,815.00
	*	*	*		

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

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

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

VOTE: AYES ____ NAYS ____ 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 Mannheim Road



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: July 6, 2023

To: Michael G. Bartholomew, City Manager

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

Subject: Conditional Use for Proposed Food Processing Establishment (Kimchi Production) at 984 Lee Street

Update: At the June 19, 2023 City Council meeting, the Council discussed and voted to defer consideration to the July 17 meeting. Staff were directed to complete additional research including (i) complete a site visit to the existing 5000 Years Foods kimchi processing facility operating in Chicago; (ii) request additional information regarding the existing facility from the City of Chicago; and (iii) prepare a revised approval ordinance to incorporate additional conditions.

Refer to the Additional Due Diligence section of this report and the complete Due Diligence Report attachment. Approving Ordinance Z-13-23 has been revised to include two additional conditions related to health inspections and enforcement procedures for any environmental performance standard (e.g., noise or odor) violations.

Issue: The petitioner is requesting a conditional use permit to operate a food processing establishment larger than 2,500 square feet in the C-3 Zoning District.

PIN: 09-20-203-016-0000; 09-20-203-017-0000, 09-20-203-018-0000, 09-20-203-031-0000

Petitioner: Sang Chul Hong, 3721 Vantage Lane, Glenview, IL 60026

Owner/Property Control: Ho and Chul LLC, 3721 Vantage Lane, Glenview IL 60026

Case Number: #23-024-CU

Ward Number: #2, Alderman Colt Moylan

Existing Zoning: C-3, General Commercial

Surrounding Zoning: North: C-3, General Commercial
South: C-3, General Commercial
East: C-3, General Commercial
West: C-3, General Commercial

Surrounding Land Uses: North: Commercial building
South: Commercial building
East: Commercial buildings
West: Vacant parking lot

Street Classification: Lee Street is classified as a minor arterial road.

Comprehensive Plan: Industrial is the recommended use for this property.

Property/Zoning History: The property currently consists of a commercial building and a gravel parking area to the north. Because the multiple parcels are under single ownership/control and will be seek permitting as a unit, they are considered one zoning lot. This building was most recently used for Illinois Carpet and Drapery, which closed in 2022. The property has been commercially zoned since the 1940s. Other previous uses have included a lumber warehouse and a concrete contractor's office.

Prior to the current owner/petitioner acquiring the property, it received numerous code enforcement violations over the past few years related to outdoor storage, garbage and debris, and parking of vehicles unrelated to the business. However, all complaints have been addressed at the time of this application. Any necessary alterations to meet building or fire code requirements will be addressed at the time of building permit. A permit is currently being processed to repair the roof of the building to address safety concerns. Refer to Site and Context Photos attachment.

Project Description: The petitioner, Sang Chul Hong, is proposing a conditional use to allow a food processing establishment at 984 Lee St. A food processing establishment requires a conditional use in the C-3 district if the space/use is more than 2,500 square feet.

Proposed Use and Business Operation Details

The business, 5000 Years Foods, processes kimchi, a fermented vegetable product commonly consumed with Korean cuisine. The company has operated for more than 30 years in Chicago at 3465 Kimball Ave. The petitioner previously leased property for their business, but are seeking to expand their business and purchased 984 Lee St.

The kimchi production process involves chopping cabbage, radish, and green onion, and placing them in salt water with seasoning and spices, including fish sauce in certain recipes. No preservatives or other chemicals are used by this facility in the processing of their kimchi product. The Petitioner provided a chart detailing the process for kimchi production (Refer to Kimchi Food Processing Chart attachment). The kimchi is individually jarred and distributed to retailers in sizes ranging from 16 ounces to five-gallon tubs.

The proposed hours of operation are Monday through Friday from 8 a.m. to 4

p.m. The total number of employees proposed are six office employees and six warehouse employees, for a total of twelve employees. 5000 Years Foods is solely a food processor and does not intend to have direct retail operations at this time.

Noise, Odor, and Pest Control

According to the petitioner’s narrative, very limited noise and odor are generated by this use. Refer to Kimchi Food Processing Chart attachment for details on the process and timing. The supplies used to produce kimchi include a vegetable mixer, specialty cabbage and radish cutters, and a garlic grinder. Two commercial grade walk-in coolers will be installed inside the building. Loading/unloading will take place within the interior loading dock, limiting noise production and fumes in the area surrounding the building. Section 6-2-7 of the City Code limits excessive noise generated from any property. Quiet hours are 10 p.m. to 7 a.m., and the Code prescribes a method for investigating and measuring sound levels based on complaints.

All production will occur indoors, confining odors to inside the building. No cooking or boiling of the vegetables occurs with kimchi, unlike sauerkraut and other similar cabbage dishes. As part of the improvements to the building, the building’s central heating and cooling will provide ventilation throughout the building, limiting areas of concentrated odor. Daily dumpster pickups are scheduled for this property and included as a condition of approval, to limit odor and pest generation. After discussion about garbage pickup at the Planning and Zoning Board public hearing on May 23, 2023, the petitioner provided staff with all paid invoices for the past year for their current facility in Chicago, demonstrating daily dumpster pickups.

Section 12-12-6 of the Zoning Ordinance prohibits “emission of noxious, objectionable, or annoying odor in such quantities as to be detectable at any point along a lot boundary.” If the City’s code enforcement division determines a business is out of compliance with this regulation, the business owner would need to resolve the odor issue or face fines and/or other potential penalties, such as rescinding or suspension of business registration, or revocation of conditional use. Several options exist to mitigate scents emitted from buildings, including improved ventilation and filtering systems and strategic placement of vents to limit disturbance to nearby properties.

After discussion during the Planning and Zoning Board public hearing about pests, the petitioner provided a proposed pest control plan for the building and an email discussing the previous FDA Pest Control Observation discussed at the meeting (See Pest Control Plan attachment). Staff was also provided invoices for pest control contracts at their previous facility for the last year and they will be required to provide the contract for their facility during the business registration and inspection process. As required by Section 5-1-1 of the General Health Regulations, any food handling facility must maintain a contract for extermination and pest control service. The contract is required to be maintained at all times on the premises and provided to the City upon request or during inspection of a facility.

Loading

All loading and unloading will occur in the loading dock inside the building,

accessed from Oakwood Avenue, a local street. The loading/unloading of kimchi will involve a forklift and pallet/hand jacks. Products are proposed to be received daily by 24-foot box trucks. The existing office in the building will be used for business operations. Kimchi distributors, which would be the primary customers, are anticipated to pick up products five to eight times daily at the loading docks. Customers are generally Korean supermarkets such as H Mart, Joong Boo Market, Assi Market, and a wholesaler, Chicago Foods Corp.

The average time spent loading/unloading at the loading dock is estimated to be less than 10 minutes. *During the field visit by staff on June 26, 2023, staff confirmed the loading of deliveries onto the refrigerated trucks took less than ten minutes and did not generate any exceptionally loud noise.* The petitioner anticipates access to Oakwood Avenue (two-way-street) would be provided on Lee Street (one-way-street) and exit from the facility would be on Graceland Avenue (one-way street).

Buildings in commercial districts are required to have one loading space, measuring fifteen feet in width and 35 feet in length. The loading space located within the building is 16 feet by 55 feet, exceeding the minimum requirements in Section 12-9-9.

Parking

Food processing establishments are required to provide 2 spaces for every 1000 feet of dedicated food preparation and office areas. The below table provides an overview of required and provided parking for this building and use.

Total Square Feet of Building	15,235 sq ft
Total Square Feet of Dedicated Food Preparation and Office Areas	7,777 sq ft
Total Parking Required*	16 spaces*
Total Accessible Spaces Required	2 spaces
Total Proposed Parking Provided**	43 spaces
Total Accessible Spaces Provided	2 spaces
*Parking spaces rounded up to next whole number	
**Recommended condition of approval language would allow site plan revision to reduce parking lot size; provided, however, the minimum must be met.	

Off-street parking will be located along the alley and in a newly constructed parking lot to the north. Presently the parking lot to the north is a gravel lot without any striping. The petitioner proposes to pave and provide 28 standard spaces and two accessible spaces. This parking lot is currently gated and will continue to be gated to prevent parking by non-employees or customers of the facility.

Additional Due Diligence

After the case was deferred at the June 19 Council meeting, staff were directed to perform additional due diligence prior to the July 17 meeting, including a records search for any violations at their existing facility in Chicago and a site visit. A FOIA request and environmental records database search were performed; no violations have been recorded for this business or this property from the City of Chicago (documentation attached).

In addition, staff performed an odor and noise study at the site to determine any potential effects generated by this proposed facility. The provided records combined with the field investigation determined the existing facility has no identifiable impact to its neighborhood in terms of odor and noise. The results of the field investigation are included the attached Due Diligence Report.

Finally, staff have recommended several additional conditions to address health and odor concerns at this site. Condition 5 would require extra health inspections (at the petitioner's expense) performed quarterly by the City of Des Plaines' third-party health inspector over a 24 month period. Condition 6 outlines the procedure for inspection and enforcement process of property for any noise or odor that violates the Zoning Ordinance. Refer to Recommended Conditions of Approval 5 and 6.

PZB Recommendation and Conditions: The PZB held a public hearing on May 23, 2023 to consider the request. Their rationale for recommendations is captured in the excerpt to the approved minutes from the meeting. The PZB voted 5-2 to *recommend approval* of the conditional use request. Pursuant to Section 12-3-4.D.4 of the Zoning Ordinance, the City Council has final authority to approve, approve with modifications, or deny the request, which would be approved by Ordinance Z-13-23. Should the City Council vote to approve the requests, the following conditions are recommended. These are incorporated in the approving ordinance:

Recommended Conditions of Approval:

1. The Subject Property must have garbage pick up to empty the dumpsters on the Subject Property on a daily basis during the regular operating schedule of the Proposed Use.
2. No motor vehicles unassociated with the Proposed Use may be parked on any of the parking areas associated with the Subject Property.
3. Outdoor storage outside of a permitted accessory structure is prohibited on the Subject Property.
4. All parking areas on the Subject Property must be paved, striped, and landscaped according to all applicable Zoning Ordinance standards prior to a Final Certificate of Occupancy being granted for the Proposed Use. Accessible parking spaces must be located on the Subject Property sufficient to meet accessibility standards pursuant to Section 12-9-8 and Illinois Accessibility Code. The Petitioner may revise the site plan to reduce the number of parking spaces; provided, that the minimum number of parking spaces required for the Proposed Use are provided.
5. At the Petitioner's expense, the Department of Community and Economic Development will use its third-party contracted health inspection vendor to conduct quarterly health and sanitation inspections (four times in a 12-month period, every three months) for the first 24 months of the operation of the Proposed Use ("Inspection Period"). The inspections will assess general sanitation and review all operational and potential nuisance concerns. If at the conclusion of the Inspection Period there have

been consistent reports of compliance with the City Code and the requirements of this Ordinance and nuisance-free operation, the inspections will cease; provided, however, the Director of Community and Economic Development may extend the Inspection Period if they determine the inspections should continue. The City will invoice the Petitioner for the cost of the inspection after each inspection.

6. The Petitioner must maintain the Property and operate the Proposed Use in compliance with the Performance Standards in Chapter 12 of Title 12 of the City Code, including, without limitation, Section 12-12-6: Odor and Section 12-12-8: Noise. Upon the receipt of complaints regarding the operation of the Proposed Use, the City will investigate and apply the appropriate provisions, and the Petitioner agrees to fully cooperate with the following sequential and progressive enforcement measures:
 - a. If City code enforcement staff observes or detects a violation of the Performance Standards (“Original Violation”), it will notify the Petitioner in writing and provide a 14-day period for compliance, which compliance must be verified at a follow-up inspection.
 - b. If upon follow-up inspection the Original Violation is still observed and uncorrected, a citation will be issued to Petitioner, which may result in a fine in a final amount to be determined by the City’s administrative hearing officer but only in amounts in accordance with Section 5.A. of this Ordinance. In addition, the Petitioner must cease operation of the Proposed Use until approval of a nuisance-mitigation plan (“Mitigation Plan”) by the Director of Community and Economic Development or their designee. The Mitigation Plan may include, without limitation, HVAC system changes, sound-proofing, additional refuse screening or pickup, or other operational changes. Upon approval of this Mitigation Plan and the payment of any fines due, the Petitioner may resume operation of the Proposed Use on a probationary basis for 90 days ("Probation Period").
 - c. If during the Probation Period City staff does not observe any further instances of the Original Violation, the Original Violation will be considered resolved, and any new instances of a violation of the Performance Standards would require a new enforcement process; provided, however, if City staff observes the Original Violation during the Probation Period, the Director of Community and Economic Development shall forward a report documenting the probationary violation to the City Manager and City Council, which will hold a public hearing at a regularly scheduled meeting to consider revocation of the conditional use approved pursuant to this Ordinance. The Petitioner and Owner will be provided at least 14 days’ notice prior to the public hearing. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation of the Conditional Use Permit, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

Attachments:

- Attachment 1: Location Map
- Attachment 2: Site and Context Photos
- Attachment 3: Kimchi Processing Diagram
- Attachment 4: Pest Control Plan
- Attachment 5: Public Records Response from City of Chicago
- Attachment 6: Due Diligence Report (Site Visits on June 26-27, 2023)
- Attachment 7: PZB Chairman Szabo Memo to Mayor and City Council
- Attachment 8: Excerpt of Approved Minutes from the May 23, 2023 PZB Meeting

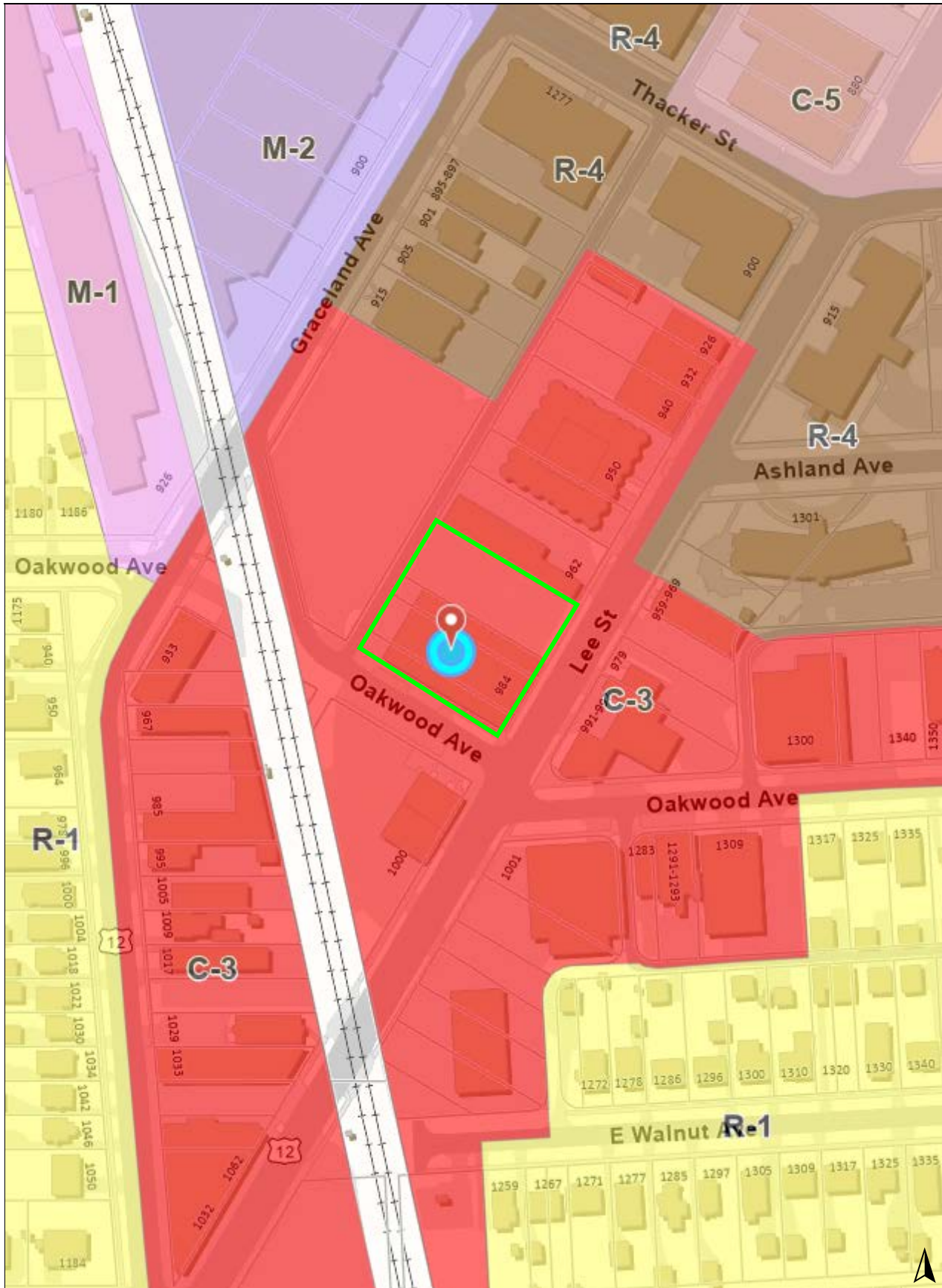
Ordinance Z-13-23

Exhibit A: Project Narrative and Responses to Standards

Exhibit B: Plat of Survey

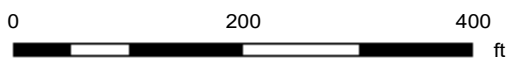
Exhibit C: Floor Plans and Site Plans

Exhibit D: Unconditional Agreement of Consent



Legend

- Subject Site
- Zoning
 - C-3: General Comm
 - C-5: Central Busines
 - M-1: Limited Manufacturing
 - M-2: General Manufacturing
 - R-1: Single Family Residential
 - R-4: Central Core Residential



Print Date: 5/15/2023

Notes

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



984 Lee – Public Notice Sign



Loading doors along Oakwood Avenue and parking space along alley



View of gravel parking lot with gate, access from alley



View of front of building, corner of Oakwood Avenue and Lee Street

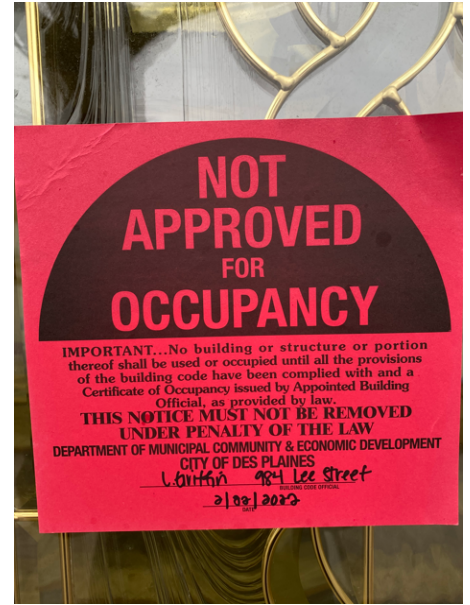
February 2022 Photos of Building - Prior to Improvements by Property Owner



Mold from roof disrepair and debris inside building



Pool collecting water from leaking roof



Notice about occupancy, February 22, 2022

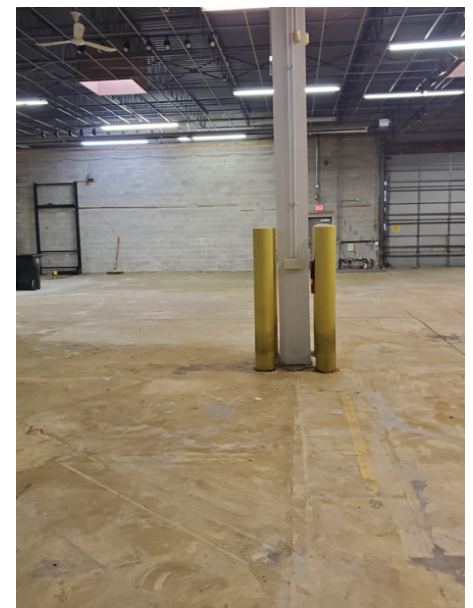
June 2023 Photos of Building - Current Status of Improvements



Roof repairs status in June 2023



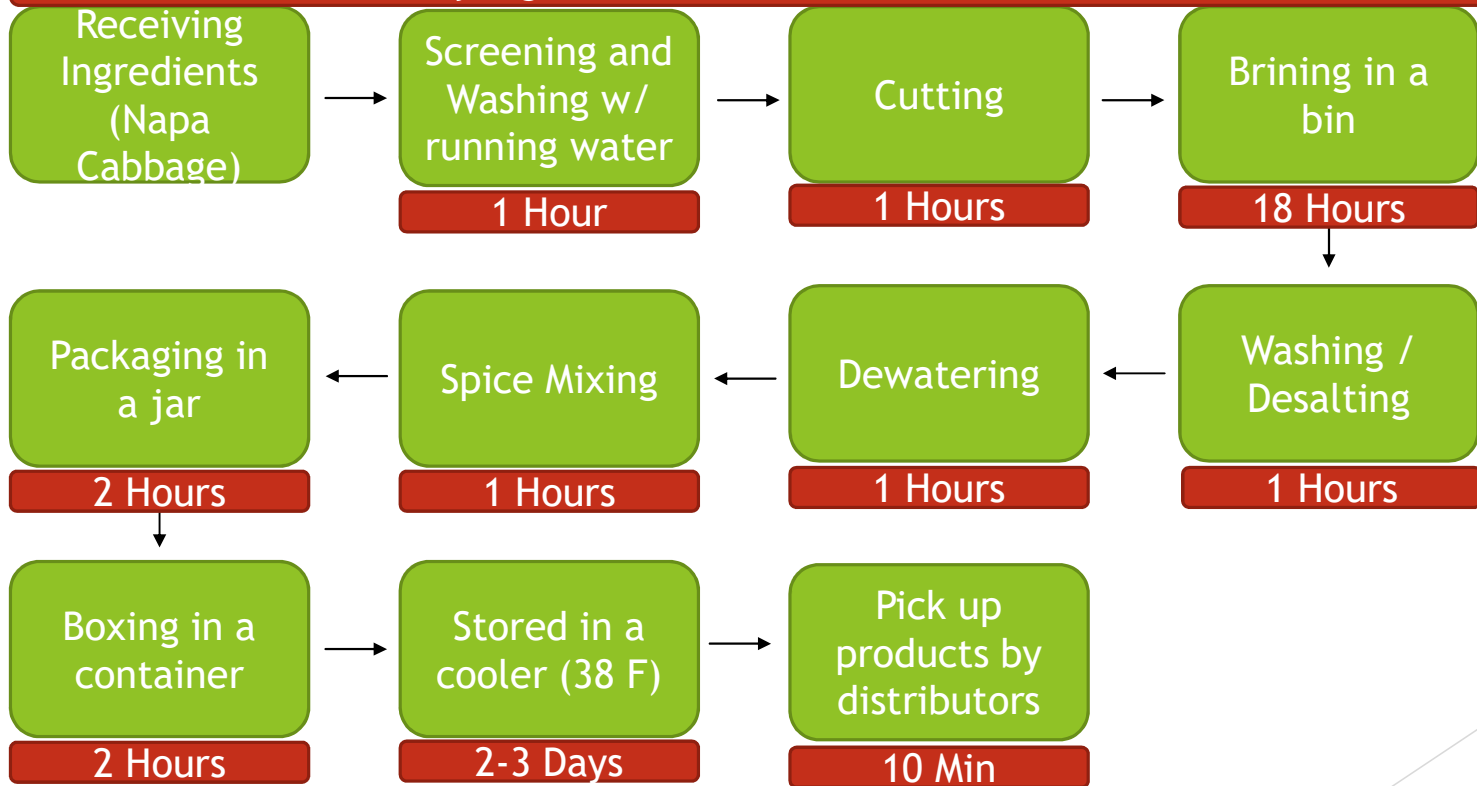
View of inside of building, cleared of debris



View of inside of building, cleared of debris

Food Processing Establishment

“Every ingredients are not cooked or boiled”



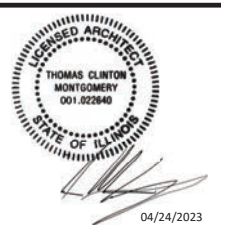
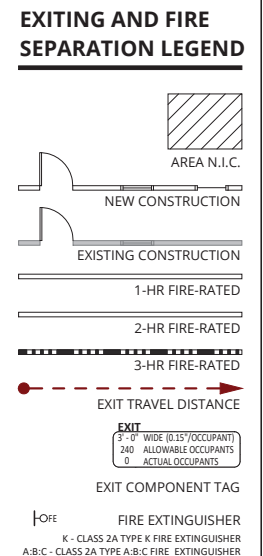
SECTION	TABLE	DESCRIPTION	REQUIREMENT	PROVIDED
OCCUPANCY CLASSIFICATIONS	102.1	BUILDING OCCUPANCY CLASSIFICATION	F-1 MODERATE HAZARD INDUSTRIAL	F-1 MODERATE HAZARD INDUSTRIAL
	102.2	ACCESSORY OCCUPANCIES	ACCESSORY OCCUPANCIES SHALL NOT OCCUPY MORE THAN 25% OF THE FLOOR AREA OR 5% OF THE TOTAL AREA	N/A
	102.3	NON-SEPARATED OCCUPANCIES	THE MOST RESTRICTIVE PROVISIONS OF EACH CLASSIFICATION SHALL APPLY	PROVIDED, MOST RESTRICTIVE REQUIREMENTS OF F-1 APPLY
	102.4	SEPARATED OCCUPANCIES	THE SEPARATION REQUIREMENTS FOR MIXED OCCUPANCY SEPARATIONS	F-1 MODERATE HAZARD INDUSTRIAL, NONE REQUIRED
ALLOWABLE BUILDING HEIGHTS & AREAS	104	ALLOWABLE HEIGHT	HEIGHT AND STORY LIMITATIONS BASED ON CONSTRUCTION TYPE, I-B	3 STORES - 33' FT
	104	ALLOWABLE AREA	AREA LIMITATIONS BASED ON CONSTRUCTION TYPE, I-B	MAX. PROVIDED FLOOR AREA: 13,200 SF, TOTAL BUILDING AREA: 13,200 SF
	104.1	FRONTAGE INCREASE	AREA CAN BE INCREASED IF PROVIDED WITHIN A TRAIL OR PUBLIC WAY TO PROVIDE FRONTAGE PER AREA AND STORY LIMITATION OF THE BUILDING	N/A
	104.2	MEZZANINE AREA	MEZZANINE AREA LIMITED TO 50% OF THE MEZZANINE AREA PROVIDED	MEZZANINE AREA PROVIDED: 4,140
BUILDING CONSTRUCTION TYPE	105	TYPE OF CONSTRUCTION	TYPE I-B	TYPE I-B
	105	REQUIRED FIRE RESISTANCE RATINGS FOR BUILDING ELEMENTS	PER TABLE 602	PER TABLE 602
	105	FIRE RESISTANCE RATING REQUIREMENT FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE	PER TABLE 602	PER TABLE 602
	105	COMBUSTIBLE MATERIALS	REQUIRED	PROVIDED
FIRE AND SMOKE PROTECTION FEATURES	106	MAXIMUM AREA OF WALL OPENINGS	NO LIMIT	PER PROVIDED
	106	INTERIOR FINISHES	CLASS B	CLASS B
	106	FIRE PROTECTION SYSTEMS	NOT REQUIRED	NO SPRINKLERS PROVIDED
	106	MEANS OF EGRESS	REQUIRED	PROVIDED

SECTION	TABLE	DESCRIPTION	REQUIREMENT	PROVIDED
PLUMBING CALCULATIONS	107	ILLINOIS PLUMBING CODE CALCULATIONS	ILLINOIS PLUMBING CODE CALCULATIONS	ILLINOIS PLUMBING CODE CALCULATIONS
	107	OFFICE AREAS	3,835 SF	200 SF
	107	INDUSTRIAL AREAS	13,765 SF	200 SF
	107	OCCUPANTS	25	25
WATER CLOSETS	108	WATER CLOSETS REQUIRED	1 REQUIRED	2 PROVIDED
	108	URINALS REQUIRED	1 REQUIRED	N/A
	108	WATER CLOSETS/URINALS PROVIDED	3 PROVIDED	4 PROVIDED
	108	LAVATORIES REQUIRED	2 REQUIRED	2 PROVIDED
DRAINING FOUNDATION	109	REQUIRED	1 REQUIRED	1 PROVIDED
	109	PROVIDED	1 PROVIDED	1 PROVIDED
	109	REQUIRED	1 REQUIRED	1 PROVIDED
	109	PROVIDED	1 PROVIDED	1 PROVIDED

ROOM NO.	ROOM NAME	AREA (SF)	OCCUPANT LOAD FACTOR	CALCULATED OCCUPANTS
101	ENTRY	138 SF	100	2
102	OFFICE	198 SF	100	2
103	OFFICE	515 SF	100	6
104	RECEPTION	462 SF	100	5
105	ENTRY	83 SF	100	1
106	OFFICE	153 SF	100	2
107	TOILET ROOM	40 SF	0	0
108	TOILET ROOM	40 SF	0	0
109	CORRIDOR	115 SF	0	0
110	OFFICE	216 SF	100	3
111	OFFICE	350 SF	100	4
112	OFFICE	145 SF	100	2
113	HALL	79 SF	0	0
114	OFFICE	145 SF	100	2
115	TOILET ROOM	72 SF	0	0
116	CLOSET	16 SF	300	1
117	ENTRY	211 SF	100	3
118	CLO	6 SF	300	1
119	JAN CLO.	11 SF	300	1
120	LUNCH ROOM	225 SF	15	16
121	OFFICE	151 SF	100	2
122	MEN'S LOCKER	161 SF	0	0
123	MENS	87 SF	0	0
124	WOMEN'S LOCKER	45 SF	0	0
125	WOMEN'S LOCKER	45 SF	0	0
126	VEST.	25 SF	0	0
127	FOOD PROCESSING	7,354 SF	200	37
128	WALK-IN COOLER	1,437 SF	300	5
129	WALK-IN COOLER	564 SF	300	2
130	TOILET ROOM	47 SF	0	0
131	LOADING DOCK	954 SF	300	4
132	ELEC	18 SF	300	1
		14,107 SF		102

ROOM NO.	ROOM NAME	AREA (SF)	OCCUPANT LOAD FACTOR	CALCULATED OCCUPANTS
201	MEZZANINE	3,500 SF	300	12
202	MECH.	28 SF	300	1
203	MECH.	26 SF	300	1
204	MECH.	26 SF	300	1
205	OFFICE	176 SF	100	2
206	OFFICE	215 SF	100	3
207	STAIR	49 SF	0	0
		4,021 SF		20
		18,128 SF		122

- ### SHEET NOTES
- REFER TO SHEET G-2 FOR ACCESSIBILITY NOTES AND DIAGRAMS.
 - REFER TO ELECTRICAL DRAWINGS FOR LOCATIONS OF EXIT SIGNS AND EMERGENCY EXIT LIGHTING.
 - ALL DOORS REQUIRED AS EXITS SHALL SWING IN THE DIRECTION OF TRAVEL, U.N.O.
 - DOORS IN ANY POSITION SHALL NOT REDUCE THE WIDTH OF MEANS OF EGRESS BY MORE THAN 25% OF THE REQUIRED WIDTH.
 - ALL DOORS SHALL BE READILY OPERABLE WITHOUT THE USE OF A KEY FROM THE SIDE FROM WHICH EGRESS IS MADE.
 - THE MEANS OF EGRESS HAVE A CEILING HEIGHT OF NOT LESS THAN 7'-6".



ILLINOIS LICENSE NO: 001.022640
EXPIRATION: 11/30/2024

5000 YEAR FOODS
FOOD PROCESSING FACILITY

984 LEE ST
DES PLAINES, IL 60016

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	04/24/2023

THOMAS MONTGOMERY ARCHITECT
www.tcmontgomery.com

1701 W 18TH PL
CHICAGO IL 60608
773.999.9842
tom@tcmontgomery.com

JOB NO.: 23.008

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SCALE: 1/8" = 1'-0"

EGRESS PLANS & CODE MATRIX

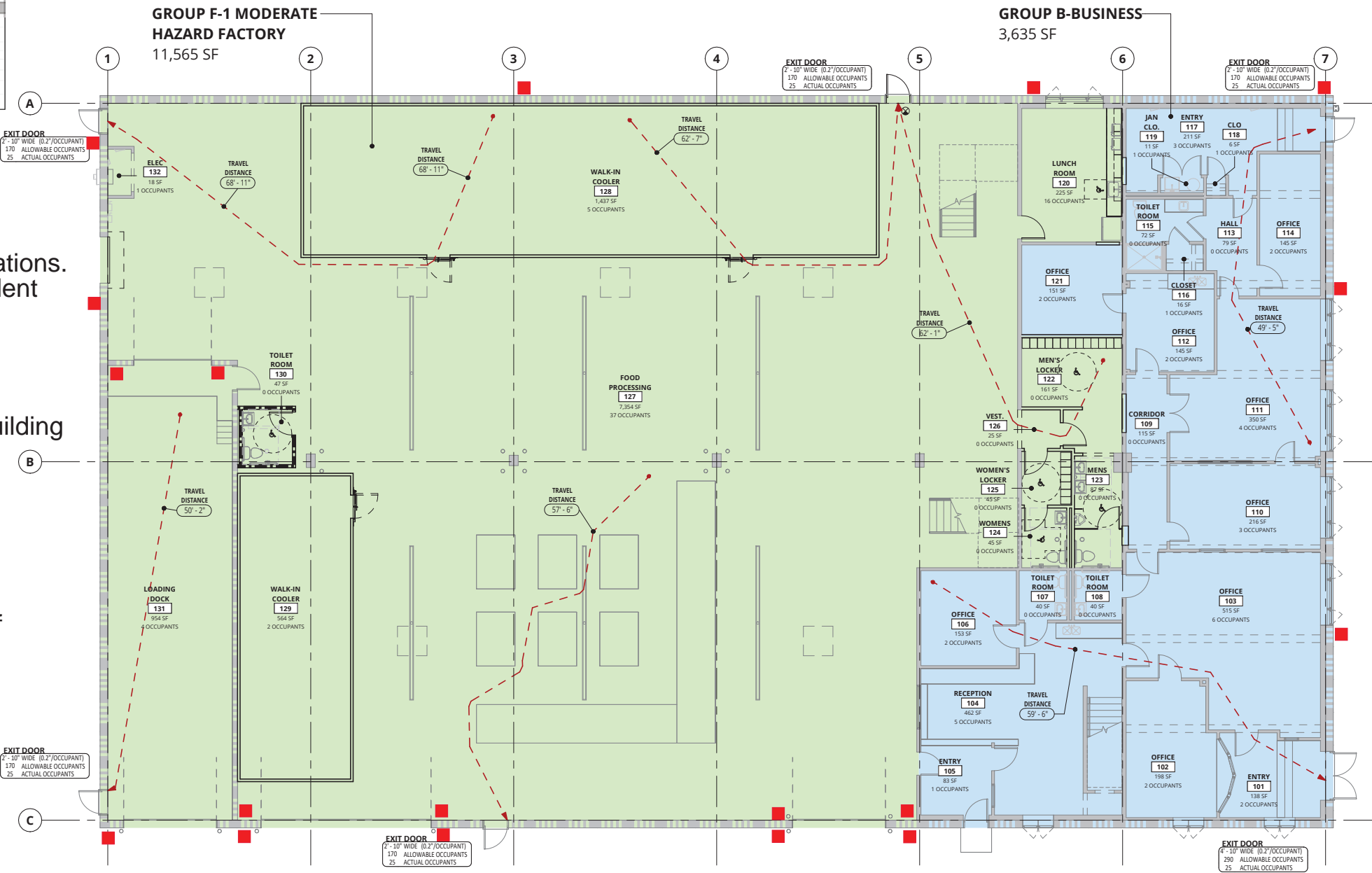
TITLE: **G-1**
SHEET:

984 Lee St. Pest Control Plan

The small red boxes indicate the base stations. Here is the breakdown of where each rodent base station will be placed. In total, there are 18 base stations.

12 stations will be installed around the building and 6 inside next to the doors. Additionally, each area around the office will be monitored with glue traps which will cover areas not suitable for the base stations.

This will ensure excellent full coverage of the entire building to keep the facility in a safe environment.



1 FIRST FLOOR EGRESS PLAN
1/8" = 1'-0"

Samantha Redman

From: Sang Chul Hong <5000yearsfoods@gmail.com>
Sent: Tuesday, May 30, 2023 2:28 PM
To: Samantha Redman
Cc: sanghong5k@gmail.com; nikepippen@gmail.com; yongjun.cklaw@gmail.com; richk.cklaw@gmail.com
Subject: Re: PZB Meeting Follow up and Next Steps
Categories: 1 - To Do

Hi, Samantha,

I would like to provide a comment regarding the FDA's Pest Control Observation, which was mentioned as an FDA observation.

- In the event that the FDA identifies pests such as rats or mice, a food processing business is required to cease operations in order to address the issue. However, we have never had to shut down our business in the past 30 years, which underscores our serious commitment to maintaining high standards of sanitation and pest control on our own.
- The observation made by the FDA pertained to the discovery of three identifiable pests within our facility. We promptly addressed this observation by installing commercial-grade fly traps in our current facility, and since then, we have not encountered any further issues with flies.

Thank you,
Sang Hong

Samantha Redman

From: FOIA - City of Chicago <chicagoil@govqa.us>
Sent: Wednesday, June 28, 2023 9:56 AM
To: Margaret Mosele
Subject: [Records Center] Department of Business Affairs and Consumer Protection :: K049347-062123

Follow Up Flag: Follow up
Flag Status: Flagged

--- Please respond above this line ---



CITY OF CHICAGO



RE: PUBLIC RECORDS REQUEST of June 21, 2023, Reference # K049347-062123.

Dear Margie Mosele,

This correspondence is in response to the Freedom of Information Act ("FOIA") request received by the City of Chicago Department of Business Affairs and Consumer Protection on June 21, 2023. You requested:

"Request for:

- Within the last five years, all actions of Business Compliance Enforcement including any responses to nuisance complaints, notices of violation, and inspection activity reports
- Business license violations and fines
- Business licenses (original and latest renewal)"

The Department of Business Affairs and Consumer Protection (BACP) has no responsive enforcement or violation/citation-related documents on file.

You have the right to have a denial reviewed by the Public Access Counselor (PAC) at the Office of the Illinois Attorney General, 500 S. 2nd Street, Springfield, Illinois 62701, (877) 299-3642. You may also seek judicial review of a denial under 5 ILCS 140/11 of FOIA.

If you have any questions or need additional information, please feel free to contact my office at 312-742-1137.

Sincerely,

Nancy Simon
Department of Business Affairs & Consumer Protection



CDPH Environmental Records Lookup Table

Based on [CDPH Environmental Records Lookup Table](#)

This dataset serves as a lookup table to determine if environmental records exist in a Chicago Department of Public Health (CDPH) environmental >

Find in this Dataset

More Views Filter Visualize Export Discuss Embed About

ADDRE ↑	STRE...	DIREC...	STREET ...	STRE...	COMPLAINTS	NESHAPS & DEMOLITION NOT...	ENFORCEMENT	INSPECTIONS	PERMITS	TANKS	HOLDS & LU...	LATITUDE
3407 N KIMB...	3407	N	KIMBALL	AVE						Y		41.94299:
3412 N KIMB...	3412	N	KIMBALL	AVE					Y			41.94315:
3421 N KIMB...	3421	N	KIMBALL	AVE						Y		41.94338:
3425 N KIMB...	3425	N	KIMBALL	AVE				Y	Y	Y		41.94349:
3425 N KIMB...	3425	N	KIMBALL	AVE				Y	Y	Y		41.94349:
3431 N KIMB...	3431	N	KIMBALL	AVE				Y				41.94364:
3435 N KIMB...	3435	N	KIMBALL	AVE				Y	Y			41.94375:
3435 N KIMB...	3435	N	KIMBALL	AVE				Y	Y			41.94375:
3445 N KIMB...	3445	N	KIMBALL	AVE	Y				Y	Y		41.94402:
3450 N KIMB...	3450	N	KIMBALL	AVE		Y				Y		41.94420:
3460 N KIMB...	3460	N	KIMBALL	AVE		Y						41.94446:
3464 N KIMB...	3464	N	KIMBALL	AVE	Y			Y				41.94457:
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3500 N KIMB...	3500	N	KIMBALL	AVE	Y	Y		Y	Y	Y		41.94488:
3505 N KIMB...	3505	N	KIMBALL	AVE		Y			Y	Y		41.94499:
3540 N KIMB...	3540	N	KIMBALL	AVE		Y						41.94594:
3542 N KIMB...	3542	N	KIMBALL	AVE	Y	Y		Y	Y	Y		41.94599:
3600 N KIMB...	3600	N	KIMBALL	AVE	Y			Y				41.94665:

Showing all 18 rows

Filter

Filter this dataset based on contents.

STREET NUMBER FROM - is between -

3400 and 3600

and

STREET NAME - starts with -

Kimball

Not all filter operators may be available for all text columns.

+ Add a New Filter Condition

NOTE: No violation records exist for this property. Staff reviewed all records shown for this block of Kimball to confirm that no complaints related to this business were incorrectly attributed to a different address.



COMMUNITY AND
ECONOMIC DEVELOPMENT
1420 Miner Street
Des Plaines, IL 60016
Tel: 847-391-5384
www.desplaines.org

EXISTING KIMCHI PROCESSING FACILITY

DUE DILIGENCE REPORT

3465 North Kimball Avenue, Chicago, IL 60618

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CONTEXT

A conditional use for a food processing establishment (kimchi processing) at 984 Lee Street was discussed by the Des Plaines City Council (Council) on June 19th, 2023. Council deferred this case to July 27, 2023, after expressing several concerns surrounding the impacts of this facility and the policy and procedure mechanisms in place to enforce any violations related to noise and odor. This report was drafted by City staff to provide additional data to guide decision making regarding this case. Staff completed two site visits, one scheduled and one unscheduled visit to the existing facility located at 3465 Kimball Ave in Chicago, IL and employed the following methodology to assess potential noise and odor effects for the proposed facility at 984 Lee St. Refer to Figure 3 for Site Visit Photos.

NOISE NUISANCE MEASUREMENTS AND CITY POLICIES

Noise nuisance can range from distracting to hazardous in an urban environment. Methods to measure and mitigate noise pollution are well studied within a wide range of disciplines, from biology to medicine to urban planning. Loudness is the most common complaint regarding noise and is commonly measured using a sound level meter over a specified period. Decibels are the unit used to measure sound intensity (also known as sound power or sound pressure) and A-weighted decibels (dBA) are a logarithmic scaled unit used to measure sound intensity and how the human ear responds over time (National Institute of Deafness and Other Communication Disorders, 2019). For example, a normal conversation ranges from 60-70 dBA, and is unlikely to result in hearing damage over an eight-hour period. However, listening to music with headphones or attending a sporting event can result in a dBA of 94-110 and over an eight-hour period can result in hearing loss.

dBA or dBC is considered the standard measurements for determining loudness and sound level meters are calibrated to specific standards. dBC is a slightly different weighting of decibels that provides a better measurement for sounds audible through hard surfaces like buildings or structures; dBC is frequently used when assessing whether a violation exists with a municipal noise ordinance.

Within the Des Plaines Municipal Code, the specific measurements that constitute a “excessive noise” vary depending on whether they are during “quiet hours” versus all other times. Quiet hours generally are the hours between 10:00 P.M. and 7:00 A.M. and sound cannot be greater than either 60 dBA within any structure, as measured at or beyond the lot line of the property or fifteen feet above ambient levels (whichever is greater) or 40 dBA measured at any location inside any other structure (Section 6-2-7). Outside of quiet hours, sound cannot be higher than 75 dBA measured at any location at or beyond the lot line or 15 dBA above current ambient noise levels (whichever is greater) or 55 dBA as measured at any location inside any other structure. Per Section 6-2-7, excessive noise is determined by the measurement of dBC using a sound level meter. Noise is out of compliance with regulations when a measurement is registered that is higher than 3 dBC of the ambient noise level (or existing sound levels at a given location) during quiet hours or six dBC during all other times measured from a location within the residence of a complainant.

Sound level meters using ANSI specifications are used to determine violations within the City of Des Plaines. However, an app distributed by the National Institute for Occupational Health and Safety, the “Noise and Occupational Hearing Loss Sound Level Meter App (NIOSH SLM)” provides a readily accessible sound meter for the general public to measure noise (National Institute for Occupational Safety and Health, 2023). The app allows for calibration and measurement using dBA or dBC that meets the basic specifications outlined in the Des Plaines Municipal Code surrounding noise; although a professionally calibrated sound level meter would be necessary to determine if any enforcement or violations are necessary related to sound, the app provides a method to assess noise nuisance and provide guidance on whether an additional sound study is necessary.

MEASUREMENT AND ENFORCEMENT OF ODOR

Section 12-12-6 of the Des Plaines Zoning Ordinance applies a performance standard to odor which limits “emission of noxious, objectionable or annoying odor” from being perceived outside of a lot boundary. Unlike noise, no standardized measurement of odor nuisance is included within the Des Plaines Municipal Code. A literature review of how odor is assessed, both in terms of regulations and scientific research, was completed by staff to determine suitable procedure for data collection and analysis.

Literature on Emissions from Vegetable Pickling Operations

Although odor and air pollution are not synonymous, odor can be a component of the nuisance associated with air pollution. Air pollution “emission factors” have been researched and released by the Environmental Protection Agency (EPA) to guide air quality management decisions and emission control strategies. An “emissions factor” is defined as, “a representative value that attempts to relate the quantity of a pollutant released to the atmosphere with an activity associated with the release of that pollutant” (Environmental Protection Agency, 2023).

The EPA releases information on emission factors in the Compilation of Air Pollutant Emission Factors or “AP-42”. The AP-42 includes methodology, data, and results that create emission estimates and thus an “emissions factor” for specific processes and activities over a long period of time (typically annual) to determine average emissions. Emission factors are not site-specific emissions, but a culmination of data from a variety of sources that have been evaluated for quality control of samples and provide unbiased and consistent assessments of information. The data inputted into the emission factor system (called WebFIRE) is usually completed by federal, state, or local regulatory agencies, staff at industrial facilities, and other environmental organizations (Environmental Protection Agency, 2023).

An AP-42 report exists for “Pickles, Sauces and Salad Dressings”, focusing specifically on facilities that commercially pickle vegetables using either brining or direct acidification (or a combination). No source tests were performed by the EPA for this industry to quantify emissions because most processes are “conducted in closed tanks or other vessels and would not be expected to produce significant emissions” (Environmental Protection Agency, 2023, pp. 9.83-3). However, potential exists for emission of particulate matter or “volatile organic compounds” (VOCs hereafter referred to as “odor”) during the solids handling and processing (including cooking) and transportation to and from facilities. Odor emissions are possible with thermal processing in this industry including cooking, boiling, or processing in open vessels.

Due to the lack of thermal processing steps (i.e., no cooking and boiling) of kimchi and the cold storage of the product throughout the process, it can be reasoned that measurable odor according to the EPA emissions factors would be minimal. If odor becomes an issue, the AP-42 notes several emission control techniques are available, including wet scrubbers, activated carbon, or devices to burn off any noxious gases. It can also be reasoned that careful handling of solids, including proper and frequent disposal of vegetable waste, would result in a minimal emission of odor.

Literature on Measurement and Enforcement of Odor

Section 12-12-6 of the Des Plaines Zoning Ordinance applies a performance standard to odor which limits “emission of noxious, objectionable or annoying odor” from being perceived outside of a lot boundary. Although noxious is certainly covered by the EPA AP-42 report, “objectionable and annoying” are more subjective measurements of odor nuisance. Several technical approaches to odor measurement exist, using either electronic instruments or human examiners to quantify “odor discomfort” (Conti, Guarino, & Bacenetti, iv

2020). Although electronic instruments and analysis provide a standardized technique, the human nose has been demonstrated to have a higher sensitivity to odor (Conti, Guarino, & Bacenetti, 2020, p. 2).

In situations where an odor source is resulting from a known or suspected location, a “field inspection” method is commonly employed (Conti, Guarino, & Bacenetti, 2020, p. 3). Field inspection methodology allows for the measurement of the presence or absence of an odor in ambient air, rather than a concentrated scent. Between two to eight panelists are selected to assess either the presence or absence of an odor; an “odor bag” is distributed prior to the inspection to train the panelists for a specific odor. Either the “plume method” or the “grid method” can be employed; the plume method is designed to determine the extent of odor impact under a specific emission situation while the grid method is intended to study an odor source long term (typically over one year). The plume method involves panelists walking in either a straight line or a zigzag from the plume (i.e., odor) source a specific number of times and recording presence or non-presence of the odor. The grid method involves designing a grid for panelists to walk through around the odor source to cover all potential areas of odor emission and areas where complaints have been recorded, also recording presence or non-presence of odor. Both field inspection methods require measurements to be collected during various meteorological conditions to provide sufficient data for a full assessment.

METHODS FOR ASSESSING NOISE AND ODOR

Record Search

Due to time and resource constraints, the study of odor and noise for the existing kimchi facility was limited to one field assessment and supplemented with any records of noise, odor or air quality complaints or inspections by the City of Chicago. Within the City of Chicago, noise, odor, and air pollution complaints are classified as an “environmental complaint” and responded to by the Chicago Department of Public Health (City of Chicago, 2018). All odor complaints are logged within the CDPH Environmental Records, which can be accessed using the Chicago Data Portal. The dataset includes a range of historical data, including complaints from the 1990s to present day (June 2023 at the writing of this report).

Odor Field Assessment

A modified field inspection method was created by City of Des Plaines staff to assess potential odor and noise effects to the neighborhood. A modified “grid” method rather than the plume method was employed due to the known locations of potential complaint or enforcement. The Zoning Ordinance specifies odor or noise measured at the lot line to determine violations. Staff created additional data points proximal to areas of presumed nuisance (dumpster, coolers) and provided measurements 301 feet from the existing facility, which is the closest distance of the proposed facility in Des Plaines a nearby residence.

Two methods of odor training were employed to familiarize panelists with the odors associated with the kimchi process – a tour through the existing facility and a modified “odor bag”, consisting of smelling a freshly opened jar of kimchi. After odor training, participants walked to each location on the map (Figure 2) and noted whether the presence of the odor was detectable. If so, they were asked to describe the nuisance level of the smell as “pleasant”, “neutral”, “annoying”, “objectionable” or “noxious”. Other information logged included meteorological data, such as temperature, cloudiness, and detectable windiness, as well as any notes regarding whether an odor could be detected from other sources nearby that could bias results.

Noise Field Assessment

Noise assessment was completed using the Noise and Occupational Hearing Loss Sound Level Meter App (NIOSH SLM) developed by the Center of Disease Control (CDC) to measure occupational hazards associated with noise (National Institute for Occupational Safety and Health, 2023). The app rather than a handheld sound level meter was chosen due to its availability. The purpose of the app also aligned with the purpose of the field inspection, to determine if additional, concentrated research into noise or odor mitigation were necessary. The sound level meter used was the NIOSH SLM iOS app, with a C frequency rating and a time weighting of “fast”, to meet the standards of the Des Plaines noise ordinance. To provide an accurate assessment of whether noise in the area could be attributed to the operations of the facility, staff chose six points on different dates and times to take measurements with the sound level meter (Refer to Figure 3). Sites were selected based on where staff determined it to be most likely for sound from the processing facility to be heard and attributed to the facility, including next to the facility, at the lot line, and a few hundred feet in either direction of the building.

RESULTS

Records Analysis

Within the City of Chicago, noise, odor, and air pollution complaints are classified as an “environmental complaint” and responded to by the Chicago Department of Public Health (City of Chicago, 2018). All odor complaints are logged within the CDPH Environmental Records, with records dating from the early 1990s to present day. No complaints or inspections regarding odor, noise or any other violations have been logged in the CDPH Environmental Records Database for 3465 Kimball Avenue. A FOIA from the City of Chicago requesting any known complaints verified this data, with no records of complaints in the thirty-year history of the facility in this location recorded by the property.

Odor Analysis Results

A tour of the facility was provided to the panelists prior to the odor exercise. Staff guided panelists to each of the locations for the process and noted where and how kimchi was stored. At most steps in the process, any kimchi product is stored or covered. The final kimchi product is stored, covered, in a walk-in cooler. Panelists noted little to no smell could be detected throughout the building unless standing in the walk-in cooler with the final product.

After the tour of the facility, the odor testing exercise was performed. The weather conditions were cloudy with some wind. Staff smelled a fresh jar of kimchi prior to visiting four of the six sites for the analysis. Staff did not note any scent detected at any point along the map, including Site 4 located next to the dumpster. However, it is important to note that production had ceased for the day (12:00 p.m.) and the dumpster was empty. It is also important to note Site 5 and Site 6 were skipped on the first site visit (June 26, 2023); panelists determined if no scent could be detected from outside the building or at sites 3 and 4, it is unlikely to be detectable at sites 5 and 6.

After the initial site visit, a panelist performed an unannounced, follow-up visit to the facility on June 27, 2023, during operating hours and performed the same odor testing. The panelist visited all six sites for the odor testing to confirm no scent could be detected related to the kimchi processing. The panelist recorded the same results as the previous site visit, with no detectable odor attributable to kimchi processing present at any location.

Noise Analysis Results

Panelist Observations

This property is located on Kimball Ave, an arterial roadway in the City of Chicago adjacent to several other manufacturing buildings and a Home Depot across the street. During the site visit, it was noted that the loudest location was the cooler, and the sound was not perceptible from outside. During a tour of the facility, the business owner provided an overview of the process for kimchi, involving washing and processing of vegetables and chopping. The loudest device used in the process is the large walk-in cooler in the building; staff measured the sound from this location and compared with the sound on the exterior of the building and other locations.

Panelists agreed the noise outside the building was unrelated to the operations at the facility during the initial site visit on June 26, 2023. A second, unannounced site visit was completed by staff on June 27, 2023, during different operating hours to determine if any additional sound could be perceived. No additional noise was noted during the second site visit.

Sound Level Results

A sound level measurement was taken at each of the Noise Testing Locations during the first and second site visit (refer to Figure 2). No data point exceeded the Des Plaines allowable limit at or beyond the lot line. Due to the high level of ambient sound in the neighborhood surrounding this business, readings from the sound level meter were unlikely to be attributable to the uses within the building. As stated in the Panelist Observations section, sound emitted from the building related to food production or the large walk-in coolers was not perceptible to panelists from outside the building during either site visit.

LIMITATIONS

The data from the Sound Level Results section were gathered using the NIOSH sound level meter on an iPhone. The NIOSH sound level meter did not have the necessary calibration and windscreen to provide the same accuracy as sound level meter that meets ANSI standards. As discussed, the location is in a busy neighborhood near an arterial roadway and a large hardware store, Home Depot and it is located in a manufacturing area with several other tenants. In addition, the area was windy during both site visits. The overall ambient sound in this neighborhood made accurate sound level readings challenging. However, panelist observations did provide information about noise perception in this neighborhood.

The odor analysis did not include the number of panelists and instances required to create a full odor assessment of the facility, as described in most odor analysis literature, primarily due to time and resources constraints. However, this investigation did provide a method that staff may employ moving forward to investigate any complaints related to odor at the proposed facility at 984 Lee Street in Des Plaines.

CONCLUSION

After the site visits and analysis of results, it can be concluded the and noise generated by this use is minimal in nature and unlikely to result in a violation of Section 6 of the Des Plaines Municipal Code. An additional sound study does not appear to be necessary to determine the effects of exposure to this noise on employees, visitors, or the surrounding neighborhood.

In addition, after both site visits, it is unlikely any odor associated with this facility will result in a violation of Section 12-12-6 of the Des Plaines Zoning Ordinance; no scent was detected from any lot lines or at any of the other selected data points. The City of Chicago records searches validated the results of this investigation, indicating no known code enforcement concerns for the property, including any concerns about odor or noise.

REFERENCES

- City of Chicago. (2018, 12 12). *File an environmental complaint (for odors, noise, air pollution, toxic or hazardous materials, junkyards, and illegal dumping, etc.)*. Retrieved from CHI311: https://311.chicago.gov/s/article/File-an-environmental-complaint-for-odors-noise-air-pollution-toxic-or-hazardous-materials-junkyards-and-illegal-dumping-etc?language=en_US
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Figure 1 - Odor Testing Locations



●	Testing location
 	Subject Site

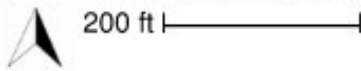


Figure 2 - Noise Testing Location

x



Image 1: Photo of Exterior of Building



Image 2: Photo of Dumpster



Image 3: Photo of Inside of Dumpster



Image 4: Photo of Food Preparation Area



Image 5: Photo of Walk in Cooler with Kimchi Processing, Covered



Image 6: Photo of Refrigerated Pickup/Delivery Truck for Facility

Figure 3 – Photos from Site Visit, 06-26-2023



May 24, 2023

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

Subject: Planning and Zoning Board, Conditional Use Permit, Case # 23-024-CU

RE: Consideration of Conditional Use Permit for Food Processing Establishment at 984 Lee St.

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on May 23, 2023 to consider a conditional use permit for 984 Lee St.

1. The petitioner's representative explained their request, the history of the business in Chicago, and the process of making kimchi. The petitioner explained operations for the business and construction plans for the building, including plans for the building and stated they will be investing several hundreds of thousands of dollars in the building for this use. The building is going to be a substantial upgrade compared to the previous space in Chicago, increasing the total area from 4000 to 15000 square feet.
2. The Board asked about refrigeration of the product; the petitioner stated the project is refrigerated at 38 degrees Fahrenheit for two days after it is jarred. Then, the product is picked up by customers in box trucks. The Board asked about projected additional business growth and how this would affect pickup and deliveries; the petitioner stated growth is expected, but this will result in larger deliveries to the Korean wholesalers who are current customers, rather than additional pickups. The petitioner stated three box trucks deliver to the facility and twelve employees are on site. Member Hofherr asked about an FDA warning letter regarding the facility; the petitioner stated this case was resolved and everything corrected. The Board asked for information about food preparation on site; the petitioner stated that no hot food preparation is anticipated to occur on site for either the kimchi process or the employees.
3. Staff provided a presentation on the staff report, explaining the request and existing conditions. Staff discussed the history of the building, as a former carpet company and code enforcement issue that is currently being improved by the petitioner with a roof permit and proposed improvements will include alterations to the interior and paving of the parking lot. Staff discussed the proposed floor plan, including the food processing area, walk-in coolers and interior loading dock. Staff provided the proposed conditions of approval for the case, including daily dumpster pickup, no parking of vehicles unassociated with the business, and paving/stripping of the parking lot, but with flexibility to change the site plan to include less parking provided the minimum parking requirements are met. Staff explained the parking condition: the parking requirement for the facility is 16 spaces, and the proposed parking on the plans is 43 spaces. If the petitioner/property owner chooses to use the space differently, this condition of approval provides this flexibility without requiring reconsideration by the PZB and Council.

Public comment surrounded several issues: wastewater produced by the facility, traffic, proximity to the residential area and parks, pests, and odor. Several residents of the nearby area discussed concerns with trucks driving through residential areas, creating odor from the fumes, and taking longer loading times than ten minutes. Concerns about garbage and pest control were discussed by the public and the Board; the petitioner stated that dumpster pickup is scheduled every day to pick up waste. Several

members discussed the FDA compliance issues surrounding the business in Chicago, which included issues with flies and other pests. The petitioner stated that the FDA case is closed and pest issues were resolved with commercial grade fly traps and with a pest control contract. Staff responded to staff questions regarding pest control, stating that a business registration in the city requires evidence of a pest control contract. The petitioner stated that the process of making kimchi does not produce a heavy odor. Board members and members of the audience expressed concern over truck traffic in the neighborhood. The Board and staff discussed traffic in the area produced by this use, determining the entrance/exit for loading would be from Oakwood Avenue and would require using one-way streets of Graceland or Lee St to arrive at the site. Member Szabo described the previous businesses in the area, including a carpet and lumber company which generated either the same amount or more traffic than this use.

Staff provided answers to questions by the Board surrounding pest control and inspections; staff stated odor and noise are controlled by the Performance Standards in the Zoning Ordinance and enforced by City code enforcement. Registered businesses with food are required to have pest control contracts and must provide documentation of the contracts each year. Health inspections occur yearly and happen more often if there is a complaint; the Board asked if there is notice given for health inspections – staff stated that the regular business registration related health inspections may have notice, but complaint based inspections would not give advanced notice to the business owner.

Member Weaver summarized concerns about the conditional use as surrounding emission of odors, waste disposal, pests, traffic, and noise. Member Weaver stated that the concerns are addressed by each of the conditional use standards and concerns primarily surrounded hypothetical non-compliance of the business's practices with applicable city regulations. Weaver stated that concerns can be addressed by code enforcement or adding additional conditions of approval, and made a motion to recommend approval.

4. The Planning and Zoning Board *recommended* (5-2) that the City Council *approve* of the conditional use permit, with the suggested conditions of approval.

Respectfully submitted,



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

2. Address: 984 Lee Street

Case Number: 23-024-CU

The petitioner is requesting a conditional use request in the C-3 General Commercial zoning district for a food processing establishment, and any other variations, waivers, and zoning relief as may be necessary.

PIN: 09-20-203-016-0000; 09-20-203-017-0000, 09-20-203-018-0000, 09-20-203-031-0000

Petitioner: Sang Chul Hong, 3721 Vantage Lane, Glenview, IL 60026

Owner/Property Control: Ho and Chul LLC, 3721 Vantage Lane, Glenview IL 60026

Ward Number: #2, Alderman Colt Moylan

Existing Zoning: C-3, General Commercial

Surrounding Zoning: North: C-3, General Commercial

South: C-3, General Commercial

East: C-3, General Commercial

West: C-3, General Commercial

Surrounding Land Uses: North: Commercial building

South: Commercial building

East: Commercial buildings

West: Vacant parking lot

Street Classification: Oakton Street is classified as a minor arterial road.

Comprehensive Plan: Industrial is the recommended use for this property.

Property/Zoning History:

The property currently consists of a commercial building and a gravel parking area to the north. Because the multiple parcels are under single ownership/control and will be seeking permitting as a unit, they are considered one zoning lot. This building was most recently used for Illinois Carpet and Drapery, which closed in 2022. The property has been commercially zoned since the 1940s.

Prior to the current owner/petitioner acquiring the property, it received several code enforcement violations over the past few years related to outdoor storage, garbage and debris, and parking of vehicles unrelated to the business. However, all complaints have been addressed at the time of this application. Any necessary alterations to meet building or fire code requirements will be addressed at the time of building permit. A permit is currently being processed to repair the roof of the building to address safety concerns.

Project Description:

The petitioner, Sang Chul Hong, is proposing a conditional use to allow a food processing establishment at 984 Lee St. A food processing establishment requires a conditional use in the C-3 district if the space/use is more than 2,500 square feet.

Proposed Use and Business Operation Details

The business, 5000 Years Foods, processes kimchi, a fermented vegetable product commonly consumed with Korean cuisine. The company has operated for more than 30 years in Chicago at 3465 Kimball Ave. The kimchi production process involves chopping cabbage, radish and green onion and placing them in salt water with seasoning and spices. No preservatives or other chemicals are used by this facility in the processing of their kimchi product. The kimchi is individually canned and distributed to retailers in sizes ranging from 16 ounces to five-gallon tubs.

Limited noise and odor are generated by this use. The supplies used for the production of kimchi include a vegetable mixer, specialty cabbage and radish cutters, and a garlic grinder. The loading/unloading of kimchi will involve a forklift and pallet/hand jacks. Walk-in coolers will be installed on site to hold supplies in between production and distribution. The existing office in the building will be used for business operations. Loading and unloading will occur within the loading dock inside the building. Dumpster pickup is scheduled for every day. Refer to provided Floor Plan for locations of existing and proposed building amenities.

The proposed hours of operation are Monday through Friday from 8 a.m. to 4 p.m. The total number of employees proposed are six office employees and six warehouse employees, for a total of twelve employees. 5000 Years Foods is a solely a food processor and does not intend to have direct retail operations at this time.

Loading

All loading and unloading will occur in the loading dock inside the building, accessed from Oakwood Avenue, a local street. Products are proposed to received

daily by 24-foot box trucks. Kimchi distributors, which would be the primary customers, are anticipated to pick up products five to eight times daily at the loading docks. The average time spent loading/unloading at the loading dock is estimated to be less than 10 minutes.

Buildings in commercial districts are required to have one loading space, measuring fifteen feet in width and 35 feet in length. The loading space located within the building is 16 feet by 55 feet, exceeding the minimum requirements in Section 12-9-9.

Parking

Food processing establishments are required to provide 2 spaces for every 1000 feet of dedicated food preparation and office areas. The below table provides an overview of required and provided parking for this building and use.

Total Square Feet of Building	15235 sq ft
Total Square Feet of Dedicated Food Preparation and Office Areas	7,777 sq ft
Total Parking Required*	16 spaces*
Total Accessible Spaces Required	2 spaces
Total Proposed Parking Provided**	43 spaces
Total Accessible Spaces Provided	2 spaces
*Parking spaces rounded up to next whole number	
**Recommended condition of approval language would allow site plan revision to reduce parking lot size; provided, however, the minimum must be met.	

Off-street parking will be located along the alley and in a newly constructed parking lot to the north. Presently the parking lot to the north is a gravel lot without any striping. The petitioner proposes to pave and provide 28 standard spaces and two accessible spaces. This parking lot is currently gated and will continue to be gated to prevent parking by non-employees or customers of the facility.

Standards for Conditional Use

The following is a discussion of standards for conditional uses from Section 12-3-4(E) of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is

provided below and in the petitioner’s response to standards. The PZB may use this rationale toward its recommendation, or the Board may make up its own.

1. The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:

Comment: Food processing establishments more than 2,500 square feet in size require a conditional use permit in the C-3 Zoning District.

PZB Additions or Modifications (if necessary): _____

2. The proposed Conditional Use is in accordance with the objectives of the City’s Comprehensive Plan:

Comment: The 2019 Comprehensive Plan illustrates this area to be used for Industrial. Food processing establishments are only possible within the C-3, M-1, and M-2 districts and the use involves the processing of goods, more similar to manufacturing than typical commercial uses. Therefore, this conditional use is aligned with the comprehensive plan classification for this property.

PZB Additions or Modifications (if necessary): _____

3. The proposed Conditional Use is designed, constructed, operated, and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity:

Comment: All uses will be located within an existing building; the only notable appearance changes proposed are (i) the signs for the business, which will be designed to meet requirements of the Zoning Ordinance; and (ii) the parking lot enhancements on the northern lot. The existing building is harmonious with other similar buildings in this area.

PZB Additions or Modifications (if necessary): _____

4. The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:

Comment: As discussed in the Petitioner’s Response to Standards, the business will operate Monday through Friday from 8 a.m. to 4 p.m. The property is within an existing commercial area and there are not anticipated hazardous or disruptive activities to this neighborhood. See the Petitioner’s Narrative and Response to Standards for additional information about business operations.

PZB Additions or Modifications (if necessary): _____

5. **The proposed Conditional Use is to be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or, agencies responsible for establishing the Conditional Use shall provide adequately any such services:**

Comment: The existing building has been adequately served by essential public facilities and services. Staff has no concerns that the proposed use will not be adequately served with essential public facilities and services. The establishment will follow all local, state and federal regulations regarding the preparation, storage and distribution of food products.

PZB Additions or Modifications (if necessary): _____

6. **The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:**

Comment: The proposed use would not create a burden on public facilities. This new business would be located within an existing, unoccupied portion of the building and provide additional business activity to this corridor.

PZB Additions or Modifications (if necessary): _____

7. **The proposed Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors:**

Comment: Loading/unloading will be during business hours and will be located inside the building. Delivery of materials is anticipated to be daily and up to eight pickups by distributors are expected, with a total loading/unloading time of approximately 10 minutes. The tools used to manufacture kimchi are not noisy and all production will occur inside the building. Odor will be mitigated by a daily dumpster pickup at the facility to eliminate any food product. No odor is generated by the machinery used in the production.

PZB Additions or Modifications (if necessary): _____

8. **The proposed Conditional Use provides vehicular access to the property designed so that it does not create an interference with traffic on surrounding public thoroughfares:**

Comment: Access to the building will continue to be provided by Oakwood Avenue for the loading/unloading and through the alley for the parking lot. New traffic generated will be associated with employees and the loading/unloading of materials for processing and distribution. The previous use for this building included a similar amount of traffic without

documented traffic issues and the proposed use will not generate large truck traffic, so a traffic study was not requested by staff. Staff believes that the existing street network can accommodate the traffic for this new use.

PZB Additions or Modifications (if necessary): _____

9. The proposed Conditional Use does not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance:

Comment: The subject property is within an existing building and thus would not result in the loss or damage of natural, scenic, or historic features. No new development is proposed for this site.

PZB Additions or Modifications (if necessary): _____

10. The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:

Comment: The proposed uses comply with all applicable requirements as stated in the Zoning Ordinance.

PZB Additions or Modifications (if necessary): _____

PZB Procedure and Recommended Conditions: Under Section 12-3-4.D (Procedure for Review and Decision for Conditional Uses) of the Zoning Ordinance, the PZB has the authority to *recommend* that the City Council approve, approve subject to conditions, or deny the above-mentioned conditional use permit. City Council has final authority on the proposal.

Consideration of the request should be based on a review of the information presented by the applicant and the findings made above, as specified in Section 12-3-4.E (Standards for Conditional Uses) of the Zoning Ordinance. If the PZB recommends and City Council ultimately approves the request, staff recommends the following conditions.

Recommend Conditions of Approval:

1. The Subject Property shall have a daily dumpster pickup during any day of regular business operations.
2. No motor vehicles unassociated with the petitioner’s business operations may be parked in any of the parking areas associated with the property. Outdoor storage outside of a permitted accessory structure is prohibited on the site.
3. All parking areas must be paved, striped, and landscaped according to all applicable Zoning Ordinance standards. Accessible parking spaces shall be located on site to meet accessibility standards pursuant to Section 12-9-8 and Illinois Accessibility Code. The petitioner may revise the site plan to reduce the number of parking spaces; provided, however, the minimum number are provided.

Attachments:

Attachment 1: Location Map

Attachment 2: Site and Context Photos

Attachment 3: Project Narrative and Responses to Standards

Attachment 4: Floor Plans and Site Plans

Chair Szabo swore in Sang Hong Lee, Petitioner. Mr. Lee stated that he is the manager of 5000-year foods. They have 30 years of excellence in Chicago. He stated that they are moving to Des Plaines because their current location is under construction. They are the top brand of Kimchi. Their philosophy is customer satisfaction is their number one priority. He went over the founder’s journey. Mr. Lee explained the Kimchi product. He stated that are simple and natural. He explained the health benefits of Kimchi. Mr. Lee presented a Food Processing Establishment Graph. He described the construction plans and discussed the reasons to move the location.

Member Fowler asked what the size is of the current location in Chicago and the size of the space on the subject property.

Mr. Lee stated that the new building would be over 15,000 square feet. The current location is 4,000 square feet.

Member Weaver asked if the product requires refrigeration.

Mr. Lee stated that the product is refrigerated at 38-degree Fahrenheit for two days. The product is picked up by the wholesalers in refrigerated box trucks.

Member Veremis asked if he is projecting additional business growth and if that affect pick up and deliveries.

Chair Szabo swore in Richard Kim, Attorney for the petitioner. Mr. Kim stated that they do expect additional growth as additional purchases from the wholesalers. They currently have 3 wholesalers. They expect their growth will be with larger deliveries. He stated that their clients are Korean Wholesalers and would distribute the product to other retailers. This would mean the same number of pickups.

Member Fowler asked if there is shipping on site. Mr. Lee stated that there will be shipping once a day from 8-9 a.m.

Member Saletnik asked if the wholesalers, after picking up the product from there business, ship directly to specific grocery stores. Mr. Kim stated that wholesalers can ship directly to grocery stores or to other intermediaries.

Chair Szabo asked how many trucks would be doing pick-ups.

Mr. Lee stated they will have three box truck pick-ups a day. The trucks will be loaded inside the building.

Member Veremis asked to explain the production process and if there is hot cooking involved.

Mr. Lee stated that there is not hot cooking. Once the Kimchi is placed into the jars they are put in the refrigerator. They follow the FDA rules and have annual inspections. They will also have daily dumpster pick-ups.

Member Veremis asked if there are any new products in the future. Mr. Lee responded no.

Member Catalano asked if there are any complaints or violations at the current location. He also asked if the petitioner accepts the three recommended conditions of approval which includes:

1. The Subject Property shall have a daily dumpster pickup during any day of regular business operations.
2. No motor vehicles unassociated with the petitioner's business operations may be parked in any of the parking areas associated with the property. Outdoor storage outside of a permitted accessory structure is prohibited on the site.
3. All parking areas must be paved, striped, and landscaped according to all applicable Zoning Ordinance standards. Accessible parking spaces shall be located on site to meet accessibility standards pursuant to Section 12-9-8 and Illinois Accessibility Code. The petitioner may revise the site plan to reduce the number of parking spaces; provided, however, the minimum number are provided.

Mr. Lee stated that they have been no complaints or violations at their current location. He also stated that he is ok with the recommended conditions.

Member Hofherr asked about the FDA warning letter from January 2022 and if the issues at the current location have been addressed. Mr. Lee stated that everything was corrected.

Chair Szabo asked if their current location passed their Fire and Health Departments Inspections. Mr. Lee stated that they passed.

Member Veremis asked about the product shelf life, number of employees, and whether the employees cook their lunches at the facility.

Mr. Lee stated that the shelf life is 3 months. He has 12 employees and they do not cook food on site.

Member Veremis asked how much they are investing in remodeling. Mr. Lee stated that they have invested \$300,000 in improvements.

Ms. Redman, Associate Planner, gave the staff report. She explained the Location Map for the four parcels in the C-3 District. She provided site photos including the loading dock and entrance. She gave some background of the property. It has been vacant and was a carpet store. The petitioner has a roof permit and has invested a significant amount of money on the roof. They have proposed remodeling the site to make it suitable for their uses. She explained the parking lot which is gated.

Ms. Redman stated that the conditional use is for the size of the land that the food processing area is on. She explained that a food processing plan is allowed by right in the C-3 district for spaces up to 2,500 square feet. She explained the site plan which includes improving the parking lot. She also described the loading dock which is located inside the building. Ms. Redman went over the floor plan which includes two walk-in coolers, loading dock, office space and food preparation area. A total of 16 parking spaces are required and the petitioner is proposing 30 spaces which exceeds the requirements. The other considerations are for loading and unloading, odor and noise, and number of employees and hours of operation.

Ms. Redman stated that for tonight - Under Section 12-3-4.D (Procedure for Review and Decision for Conditional Uses) of the Zoning Ordinance, the PZB has the authority to *recommend* that the City Council approve, approve subject to conditions, or deny the above-mentioned conditional use permit. City Council has final authority on the proposal. If the PZB recommends and City Council ultimately approves the request, staff recommends the following conditions.

Recommend Conditions of Approval:

1. The Subject Property shall have a daily dumpster pickup during any day of regular business operations.
2. No motor vehicles unassociated with the petitioner's business operations may be parked in any of the parking areas associated with the property. Outdoor storage outside of a permitted accessory structure is prohibited on the site.
3. All parking areas must be paved, striped, and landscaped according to all applicable Zoning Ordinance standards. Accessible parking spaces shall be located on site to meet

accessibility standards pursuant to Section 12-9-8 and Illinois Accessibility Code. The petitioner may revise the site plan to reduce the number of parking spaces; provided, however, the minimum number are provided.

Member Weaver had a comment about the parking area: if you build a full parking layout it is advantageous to have a plan for drainage. He would encourage the petitioner to provide less impervious space, it would be a benefit to the City. This is not a requirement but an encouragement not to over build impervious space.

Chair Szabo asked if any audience members have questions or object to the proposal.

Chair Szabo swore in Jim Chrzan, Neighbor of the property. Mr. Chrzan stated that worked for an editorial team that wrote a magazine called Pro Food World. He was glad to see there is no cooking on site. He is concerned about the property being close to the park. He has questions on wastewater, traffic, and the park. He also stated that he doesn't get what the upside would be since it is not adding new jobs.

Chair Szabo swore in Richard Schell, neighbor to the property stated that he is concerned about the warning letter from the FDA. He presented a copy of the letter, stating that on page 5 of the letter, they mentioned a pest management problem when they left the door open and had flies. He wanted to know who would regulate the pest issue and what would be done about odors. He stated that the Citizens for Oakwood ask that the case be continued so they can some answers to important questions, such as what does the odor abatement plan and pest control plan look like. He cited 5-3-1 of the Des Plaines Municipal Code.

Chair Szabo swore in Daniel Pejchinovski, neighbor of the property. He stated that he owns a transportation business, which has semi-trucks and picks up from facilities. He said there is odor coming out of the facilities. He also stated that trucks take a lot longer to load and there will be traffic. He also said refrigeration in the building will make noise. He is worried about bringing property value down.

Chair Szabo swore in Regina Mensching, neighbor of the property. She said she is concerned about the odor and pests. She also said that the property is close to a school and park. She is also concerned about traffic on Oakwood. She asked if there would be garbage build up on holidays.

Chair Szabo swore in Kimberly Maks, neighbor of the property. She stated that this would cause a lot of traffic on Oakwood. They already have lots of trucks going through because of other businesses and its hard to get across Lee Street. She believes factories should be put in other areas. She is concerned about trucks, pollution, odor, and smell.

Chair Szabo asked the petitioner if he would like to answer the concerns of the residence.

Mr. Lee stated that he respects the residents' opinions. He stated that he has a contract with a pest control company. He stated that there is no odor because he has daily dumpster pick-ups at the end of the day. He stated that the dumpsters are emptied and cleaned every business day. Mr. Lee

also stated that he has corrected any past issues from the FDA and that they comply by the rules. He stated that there is no noise because the coolers are inside the building. He stated that there will not be a traffic problem because the trucks will not be picking up at the same time. They will also be loading from inside the facility.

Member Fowler asked about traffic and trucks for pick-ups. Is there anything we can do to stop trucks going down Oakwood?

Mr. Lee stated that there are appointments for pick-ups, so they do not come at the same time. The facility already has the pallets packed in the refrigerated area. They have their own forklifts to load trucks for the pick-ups.

Member Weaver asked what size trucks are used for pick-ups. Mr. Lee stated that they use 24-foot box trucks.

Member Veremis asked when the dumpster is picked up- time of day and what are you doing for ventilation. Mr. Lee stated that the dumpster pick-up is at the end of the business day. He stated everything is stainless and there is no odor.

Member Saletnik asked why they already have a pest control contract. He asked what issues are present for you to have that contract. He also stated that the petitioner can mandate that the trucks do not go East of Lee street – meaning that trucks are going down the residential streets. Mr. Saletnik asked what they will be doing to control the pests and what will be done to make sure there is no odor or pest issues.

Mr. Lee stated that the FDA has a mandatory requirement to have pest control. They also have commercial grade fly traps.

Samantha Redman stated that for a Business License in Des Plaines you have to have a Pest Control contract. And in addition, the FDA requires it. In terms of odor – the City of Des Plaines regulates within their zoning ordinance 12-12-6 -that they cannot have an emission of odor. If this were to be approved, any scent that was detected at the zoning lot, they would have to mitigate that and eliminate that issue. Also, the intent of the first condition is to have daily dumpster pick-ups which would remove odorous substances and eliminate the chance of pest feeding.

Member Fowler asked if other sites were suggested and how the City will enforce the regulations.

Samantha Redman stated that they have shown other sites. She stated that the City of Des Plaines utilizes code enforcement and staff inspections.

John Carlisle, CED Director stated that this property has been vacant. It also had major code enforcement problems while vacant. He stated that the City of Des Plaines welcomes new business and the much-needed investment in the property. The roof problem has already been addressed. He stated that the zoning ordinance in the C-3 district allows a food processing facility of up to

2,500 square feet as a permitted use. Since the space is larger, they need to come in for conditional use.

Member Weaver stated that there seems to be five concerns: Emission of Odors, Dumpster Practices, Pests, Traffic and Noise. In the case of dumpsters, odor and pests, the issue is compliance and if neighbors or other interested parties want this turned down for those things, they are essentially saying they don't believe that this new business will comply. He is having a problem with turning down a project on a basis of, "We don't think someone will comply." If we have standards to be enforced, we enforce them. So, if they are approved, they will have to meet the guidelines. That leaves the concerns with traffic and noise: if we had conditions in place that would address that then maybe that would take care of those issues, but I do not see that we have compliance issues on those.

Chair Szabo stated that prior there was a carpet store and before that they sold windows and before that he believes they sold lumber. He stated that there has always been traffic generated by this location.

Member Saletnik stated that he wants to hear staff's comments because he is concerned about pests. If there is no compliance at this operation, it will draw pests. And this location is too close to homes and that is a valid concern. How would this facility compare to a large restaurant or a large grocery store? What does the City do to monitor pest control for those operations and how would it be applicable here?

John Carlisle stated that the City of Des Plaines uses a health inspector and regular inspections. A Registered Business associated with food which includes restaurants, grocery stores and food preparation have to have pest control contracts. They must go through the Business License process every year. Health inspections happen every year and more often if there is a complaint. Complaint inspections are unannounced.

Member Veremis asked about traffic and what the natural way is to leave the facility. It seems to me that it would be hard for the trucks to go over a couple lanes of traffic to get to the residential side of Oakwood.

Member Weaver asked if there are current restrictions on the use of Oakwood Avenue.

John Carlisle stated that he is not aware of any posted signs restricting vehicles over B plate or something similar on Oakwood Avenue. He also stated that looking on the map it looks like it would be illegal to go east Oakwood into the residential area because you would have to temporarily go the wrong way on a one-way street to make a turn onto Oakwood.

Chair Szabo stated that looking at the map it is illegal for the trucks to go down Lee Street the wrong way.

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to recommend approval to the City Council of the Conditional Use subject to the conditions listed in the staff report which includes:

- 1. The Subject Property shall have a daily dumpster pickup during any day of regular business operations.
- 2. No motor vehicles unassociated with the petitioner’s business operations may be parked in any of the parking areas associated with the property. Outdoor storage outside of a permitted accessory structure is prohibited on the site.
- 3. All parking areas must be paved, striped, and landscaped according to all applicable Zoning Ordinance standards. Accessible parking spaces shall be located on site to meet accessibility standards pursuant to Section 12-9-8 and Illinois Accessibility Code. The petitioner may revise the site plan to reduce the number of parking spaces; provided, however, the minimum number are provided.

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

* Member Saletnik stated he is voting No. He would normally vote Yes in a situation like this but he is concerned about the pests. He does not think traffic will be an issue because it can be monitored. However, if this attracts pests, then that is a problem.

*****MOTION CARRIES ****

CITY OF DES PLAINES

ORDINANCE Z - 13 - 23

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO ALLOW A FOOD PROCESSING ESTABLISHMENT AT 984 LEE STREET, DES PLAINES, ILLINOIS. (Case # 23-024-CU).

WHEREAS, Ho and Chul LLC ("**Owner**") is the owner of the property commonly known as 984 Lee St., Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property, which is located in the C-3 General Commercial District of the City ("**C-3 District**"), is improved with a one-story commercial building ("**Building**"), a gravel parking lot ("**Parking Lot**") and; and

WHEREAS, Sang Chul Hong on behalf of 5000 Years Foods, Inc. ("**Petitioner**") desires to operate a Food Processing Establishment within the Building on the Subject Property ("**Proposed Use**"); and

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

WHEREAS, pursuant to 12-7-3.K of the Zoning Ordinance, the operation of a Food Processing Establishment larger than 2,500 square feet in size is permitted in the C-3 District only with a conditional use permit approved by the City Council; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, Petitioner filed, with the consent of the Owner, an application with the City for the approval of a conditional use permit to allow the operation of the Proposed Use on the Subject Property ("**Conditional Use Permit**"); and

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

WHEREAS, within 90 days from the date of the Petitioner's application a public hearing was held by the PZB on May 23, 2023 pursuant to notice published in the *Des Plaines Journal* on May 3, 2023; and

WHEREAS, notice of the public hearing was mailed to all property owners within 500 feet of the Subject Property; and

WHEREAS, during the public hearing, the PZB heard testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the applicable provisions of the Zoning Ordinance; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on May 24, 2023, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 5-2, to approve the Conditional Use Permit, subject to certain terms and conditions; and

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

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated June 19, 2023, and has determined that it is in the best interest of the City and the public to approve the Conditional Use Permit in accordance with the provisions of this Ordinance;

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

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

SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY. The Subject Property is legally described as follows:

PARCEL 1:

LOT 7 IN BLOCK 5 IN PARSON AND LEE'S ADDITION TO DES PLAINES, BLOCKS OF THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 IN HARD ROCK SUBDIVISION, BLOCKS OF THE SOUTHERLY 50 FEET OF LOT 5 AND ALL OF LOT 6 IN BLOCK 5 IN PARSON AND LEE'S ADDITION TO DES PLAINES, BLOCKS OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 2001 AS DOCUMENT NUMBER 0020897803, IN COOK COUNTY, ILLINOIS.

PINS: 09-20-203-016-0000; 09-20-203-017-0000, 09-20-203-018-0000, 09-20-203-031-0000

Commonly known as 984 Lee St., Des Plaines, Illinois.

SECTION 3. APPROVAL OF CONDITIONAL USE PERMIT. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council hereby grants the Petitioner the Conditional Use Permit to allow the operation of the Proposed Use on the Subject Property. The Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

SECTION 4. CONDITIONS. The Conditional Use Permit granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions:

A. Compliance with Law and Regulations. The development, use, operation, and maintenance of the Proposed Use and the Subject Property by the Petitioner and the Owner must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. Compliance with Plans. Except for minor changes and site work approved by the City Director of Community and Economic Development or Director of Public Works and Engineering (for matters within their respective permitting authorities) in accordance with all applicable City standards, the development, use, operation, and maintenance of the Proposed Use and the Subject Property by the Petitioner and the Owner must comply with the following plans provided by the Petitioner:

1. The Project Narrative, prepared by the Petitioner, consisting of five pages, and dated April 25, 2023, a copy of which is attached to and made a part of this Ordinance as *Exhibit A*; and

2. The Plat of Survey, prepared by Exacta Land Surveyors, Inc., consisting of two sheets, and dated February 15, 2023, a copy of which is attached to and made a part of this Ordinance as ***Exhibit B***; and

3. The Floor Plan of the Ground Floor, prepared by Thomas Montgomery Architect, consisting of two sheets, and dated April 24, 2023, a copy of which is attached to and made a part of this Ordinance as ***Exhibit C***.

C. Other Conditions.

1. The Subject Property must have garbage pick up to empty the dumpsters on the Subject Property on a daily basis during the regular operating schedule of the Proposed Use.

2. No motor vehicles unassociated with the Proposed Use may be parked on any of the parking areas associated with the Subject Property.

3. Outdoor storage outside of a permitted accessory structure is prohibited on the Subject Property.

4. All parking areas on the Subject Property must be paved, striped, and landscaped according to all applicable Zoning Ordinance standards prior to a Final Certificate of Occupancy being granted for the Proposed Use. Accessible parking spaces must be located on the Subject Property sufficient to meet accessibility standards pursuant to Section 12-9-8 and Illinois Accessibility Code. The Petitioner may revise the site plan to reduce the number of parking spaces; provided, that the minimum number of parking spaces required for the Proposed Use are provided.

5. At the Petitioner's expense, the Department of Community and Economic Development will use its third-party contracted health inspection vendor to conduct quarterly health and sanitation inspections (four times in a 12-month period, every three months) for the first 24 months of the operation of the Proposed Use ("***Inspection Period***"). The inspections will assess general sanitation and review all operational and potential nuisance concerns. If at the conclusion

of the Inspection Period there have been consistent reports of compliance with the City Code and the requirements of this Ordinance and nuisance-free operation, the inspections will cease; provided, however, the Director of Community and Economic Development may extend the Inspection Period if they determine the inspections should continue. The City will invoice the Petitioner for the cost of the inspection after each inspection.

6. The Petitioner must maintain the Property and operate the Proposed Use in compliance with the Performance Standards in Chapter 12 of Title 12 of the City Code, including, without limitation, Section 12-12-6: Odor and Section 12-12-8: Noise. Upon the receipt of complaints regarding the operation of the Proposed Use, the City will investigate and apply the appropriate provisions, and the Petitioner agrees to fully cooperate with the following sequential and progressive enforcement measures:

a. If City code enforcement staff observes or detects a violation of the Performance Standards (“Original Violation”), it will notify the Petitioner in writing and provide a 14-day period for compliance, which compliance must be verified at a follow-up inspection.

b. If upon follow-up inspection the Original Violation is still observed and uncorrected, a citation will be issued to Petitioner, which may result in a fine in a final amount to be determined by the City’s administrative hearing officer but only in amounts in accordance with Section 5.A. of this Ordinance. In addition, the Petitioner must cease operation of the Proposed Use until approval of a nuisance-mitigation plan (“*Mitigation Plan*”) by the Director of Community and Economic Development or their designee. The Mitigation Plan may include, without limitation, HVAC system changes, sound-proofing, additional refuse screening or pickup, or other operational changes. Upon approval of this Mitigation Plan and the payment of any fines due, the Petitioner may resume operation of the Proposed Use on a probationary basis for 90 days

("Probation Period").

c. If during the Probation Period City staff does not observe any further instances of the Original Violation, the Original Violation will be considered resolved, and any new instances of a violation of the Performance Standards would require a new enforcement process; provided, however, if City staff observes the Original Violation during the Probation Period, the Director of Community and Economic Development shall forward a report documenting the probationary violation to the City Manager and City Council, which will hold a public hearing at a regularly scheduled meeting to consider revocation of the conditional use approved pursuant to this Ordinance. The Petitioner and Owner will be provided at least 14 days' notice prior to the public hearing. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation of the Conditional Use Permit, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than \$75.00 or more than \$750.00 for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the Petitioner or the Owner fails to develop or maintain the Subject Property in accordance with the requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance (other than the condition set forth in Section 4.6.C which will be handled using the procedure set forth in that section), the Conditional Use Permit granted in Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation of the Conditional Use Permit, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner and the Owner acknowledge that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner and the Owner.

SECTION 6. BINDING EFFECT; NON-TRANSFERABILITY; EFFECT ON PRIOR APPROVALS. The privileges, obligations, and provisions of each and every section and requirement of this Ordinance are for and shall inure solely to the benefit of the Petitioner. Nothing in this Ordinance shall be deemed to allow the Petitioner to transfer any of the rights or interests granted herein to any other person or entity without the prior approval of the City Council by a duly adopted amendment to this Ordinance.

SECTION 7. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after the occurrence of the following:

- A. its passage, approval and publication in pamphlet form as provided by law;
- B. the filing with the City Clerk by the Petitioner and the Owner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as *Exhibit D*; and
- C. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.
- D. In the event that the Petitioner and Owner do not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 8.B of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

VOTE: AYES _____ NAYS _____ 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 Approving a Conditional Use Permit (CU) at 984 Lee St



5000 Years Foods, Inc.

984 Lee St., Des Plaines, IL 60016

Date: 04/25/2023

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

Re: Kimchi Manufacturing Project Narrative

To Whom It May Concern:

We are writing to provide a project narrative for our proposed Kimchi manufacturing facility in Des Plaines. Our company, 5000 Years Foods, Inc., is a leading manufacturer of high-quality Kimchi products and has been in business for over 30 years. We are excited about the opportunity to expand our operations to Des Plaines and bring our unique products to the local community.

Our proposed Kimchi manufacturing facility will be located at 984 Lee St., Des Plaines, IL 60016 within the C-3 zoning district. The facility will consist of a 15,200 square foot building and processing area of 2800 square foot will be used for the production and distribution of Kimchi products.

We have carefully reviewed the zoning regulations and comprehensive plan for Des Plaines and believe that our proposed use is compatible with the surrounding area. The Kimchi manufacturing process is not noisy or disruptive, and we will comply with all applicable regulations and guidelines related to odor control and waste disposal. In addition, our facility will employ a relatively small number of workers, with most of the production process being automated.

We have conducted a thorough review of the site and believe that it is well-suited for our proposed use. The site is conveniently located near major transportation routes and has adequate access to utilities and other necessary infrastructure. We will also be implementing environmentally friendly practices and technology to minimize our impact on the local ecosystem.

Our proposed Kimchi manufacturing facility will bring economic benefits to the Des Plaines community, including job creation and increased tax revenue. We are committed to being a responsible and engaged member of the community and will work closely with local officials and residents to address any concerns and ensure a positive outcome for all stakeholders.

Thank you for considering our proposal. We look forward to working with the city of Des Plaines to bring this project to fruition.

P.S. Please see page 2 regarding business operation detail information.

Sincerely,

Sang Chul Hong

5000 Years Foods, Inc.



5000 Years Foods, Inc.

984 Lee St., Des Plaines, IL 60016

Business Operation Details Information

- **Operating Day & Hours:**

Monday 8AM – 4PM

Tuesday 8AM – 4PM

Wednesday 8AM – 4PM

Thursday 8AM – 4PM

Friday 8AM – 4PM

- **Employees Numbers:**

- Office – 6 employees

- Warehouse – 6 employees

- **Waste Management Company Information**

Company Name: Haulla

Account No: 606182209071

Dumpster removal schedule: Everyday

- **Pest Control Company**

- Kim's Pest Control

- Service duration: Once a month

- **Receiving Product**

- Receiving schedule: once a day

- Unloading duration at loading dock: less than 10 minutes

- Truck type: 24' Box Truck

- Shipment - palletized

- **Distributor Pick up**

- Loading duration at loading dock: less than 10 minutes

- Shipment: palletized

- Picking up schedule: during business hours

- Normally 5-8 distributors pick up products per day

- **Products in use**

- Napa Cabbage, Radish, Green Onion, Red Pepper, Salt, Monosodium, Sugar, Fish Sauce

- **Environment material**

- All Stainless Steel based equipment, polyethylene cutting board, Rubber Bin



5000 Years Foods, Inc.

984 Lee St., Des Plaines, IL 60016

- **Supplies in use**
 - Vegetable mixer
 - Napa cabbage cutter
 - Radish cutter
 - Electric powered forklift
 - Garlic grinder
 - Stainless worktable
 - Pallet jack & Hand jack
 - Pet jar
 - Bleach
 - Plastic tub

STANDARDS FOR CONDITIONAL USES

1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;

RESPONSE: Food processing establishment is a Conditional Use in the C-3, General Commercial Zoning District when the total space/use is over 2,500 square feet.

2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;

RESPONSE: The subject property is currently vacant without any use. The proposed food processing establishment proposes a new development for this site including site improvements. These site improvements will provide job opportunities for local residents, increase access to locally produced food, and bring economic benefits such as increased tax revenue.

3. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;

RESPONSE: The proposed Conditional Use for a food processing establishment would allow for a development that would be harmonious with the surrounding commercial development in the area, as the site will be structured and improved to meet the similar kinds of facilities. The petitioner will maintain the use to blend with the character of the neighborhood and development within the surrounding area.

4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;

RESPONSE: The proposed use would not be hazardous or disturbing to the existing neighboring uses because our manufacturing process does not produce disruptive noise. Rather, the site will be improved to incorporate sustainable and efficient practices such as better waste disposal to minimize the environmental impact.

5. The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services;

RESPONSE: The subject property has direct access to essential public facilities and services. The petitioner has no concerns that the proposed use will be adequately served with essential public facilities and services.

6. The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;

RESPONSE: The proposed use would neither create a burden on public facilities nor would it be a detriment to the economic well-being of the community. The proposed use could improve the local economy because our business can increase tax revenues and bring employment opportunity to the community.

7. The proposed conditional use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;

RESPONSE: All proposed activities for the proposed food processing establishment would take place inside the newly improved building reducing any noise, smoke fumes, light, glare, odors, or other concerns potentially posed by new developments. Our facility can be run by a relatively small number of workers because of the latest automated production process. The site will be newly structured in a way that will not impact on the traffic of the existing site.

8. The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;

RESPONSE: The proposed use will not create an interference with traffic on surrounding public. The petitioner plans to improve the site that will allow for adequate entrance and exit, traffic flow . Additional parkway improvements will also improve the vehicular access and public throughfares.

9. The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and

RESPONSE: The subject property has already been developed in the past, so the new use would not result in the loss or damage of natural, scenic, or historic features.

10. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested

RESPONSE: The proposed use and proposed development will comply with all applicable requirements as stated in the Zoning Ordinance.



www.exactalands.com | office: 773.305.4011



PROPERTY ADDRESS:
984 LEE STREET, DES PLAINES, ILLINOIS 60016

SURVEY NUMBER: IL2301.0711

DATE SIGNED: 02/15/23 **FIELD WORK DATE:** 2/14/2023

REVISION DATE(S):
(REV.0 2/15/2023)

POINTS OF INTEREST
NONE VISIBLE

STATE OF ILLINOIS } SS
COUNTY OF LASALLE }

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. GIVEN UNDER MY HAND AND SEAL THIS DATE HEREON.



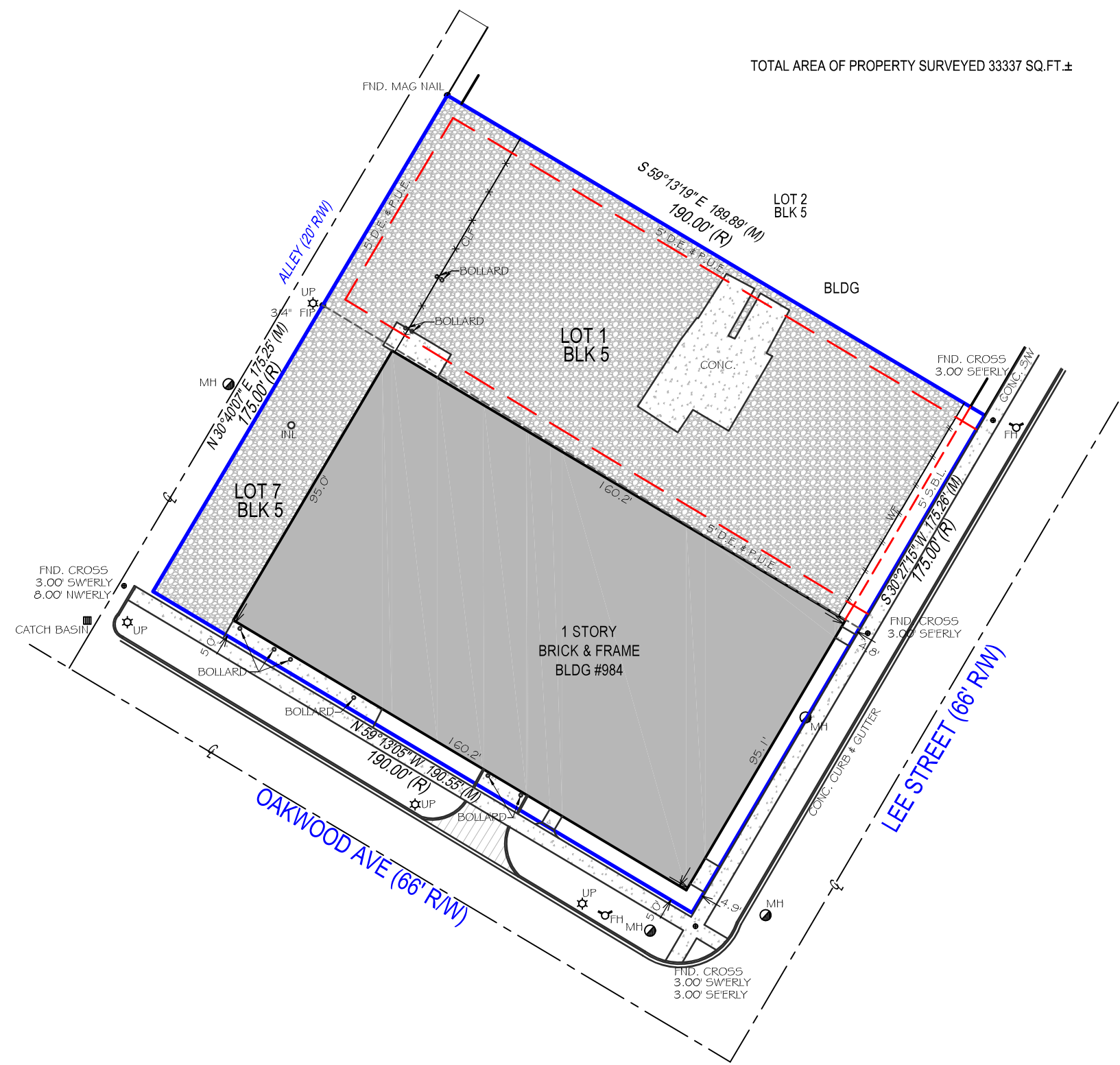
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2971
LICENSE EXPIRES 11/30/2024
EXACTA LAND SURVEYORS, LLC
PROFESSIONAL DESIGN FIRM 184008059-0008



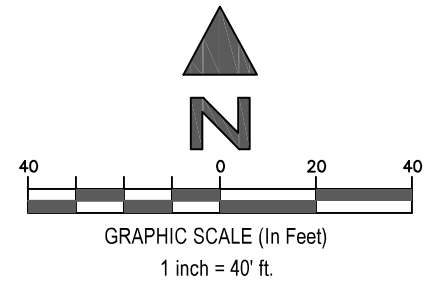
Exacta Land Surveyors, LLC
PLS# 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450



IL2301.0711
BOUNDARY SURVEY
COOK COUNTY



TOTAL AREA OF PROPERTY SURVEYED 33337 SQ.FT. ±



SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION
PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES

PROPERTY ADDRESS:
984 LEE STREET, DES PLAINES, ILLINOIS 60016

SURVEY NUMBER: IL2301.0711

CERTIFIED TO:
HO YOUNG HONG AND SANG CHUL HONG; CT;

DATE OF SURVEY: 02/15/23

BUYER: HO YOUNG HONG AND SANG CHUL HONG

LENDER:

TITLE COMPANY: CT

COMMITMENT DATE: NOT REVIEWED **CLIENT FILE NO:** 22GNW429039RM

LEGAL DESCRIPTION:
PARCEL 1:

LOT 7 IN BLOCK 5 IN PARSON AND LEE'S ADDITION TO DES PLAINES, BLOCKS OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 IN HARD ROCK SUBDIVISION, BLOCKS OF THE SOUTHERLY 50 FEET OF LOT 5 AND ALL OF LOT 6 IN BLOCK 5 IN PARSON AND LEE'S ADDITION TO DES PLAINES, BLOCKS OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 2001 AS DOCUMENT NUMBER 0020897803, IN COOK COUNTY, ILLINOIS.

FLOOD ZONE INFORMATION:

- GENERAL SURVEYORS NOTES:**
- The Legal Description used to perform this survey was supplied by others. This survey does not determine nor imply ownership of the lands or any fences shown hereon. Unless otherwise noted, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.
 - The purpose of this survey is to establish the boundary of the lands described by the legal description provided and to depict the visible improvements thereon for a pending financial transaction. Underground footings, utilities, or other service lines, including roof eave overhangs were not located as part of this survey. Unless specifically stated otherwise the purpose and intent of this survey is not for any construction activities or future planning.
 - If there is a septic tank or drain field shown on this survey, the location depicted hereon was either shown to the surveyor by a third party or it was estimated by visual above ground inspection. No excavation was performed to determine its location.
 - This survey is exclusively for a pending financial transaction and only to be used by the parties to whom it is certified.
 - Alterations to this survey map and report by other than the signing surveyor are prohibited.
 - Dimensions are in feet and decimals thereof.
 - Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain said data was performed at www.fema.gov and may not reflect the most recent information.
 - Unless otherwise noted "SIR" indicates a set iron rebar, 5/8 inch in diameter and twenty-four inches long.
 - The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the approximate center of the field location and may not represent the actual shape or size of the feature.
 - Points of Interest (POI's) are select above-ground improvements, which may appear in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. These POI's may not represent all items of interest to the viewer. There may be additional POI's which are not shown or called-out as POI's, or which are otherwise unknown to the surveyor.
 - Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
 - The information contained on this survey has been performed exclusively by and is the sole responsibility of Exacta Land Surveyors, LLC. Additional logos or references to third party firms are for informational purposes only.
 - Due to varying construction standards, building dimensions are approximate and are not intended to be used for new construction or planning.
 - Surveyor bearings are used for angular reference and are used to show angular relationships of lines only and are not related or orientated to true or magnetic north. Bearings are shown as surveyor bearings, and when shown as matching those on the subdivision plats on which this survey is based, they are to be deemed no more accurate as the determination of a north orientation made on and for those original subdivision plats. North 00 degrees East is assumed and upon preparation of this plat, the resulting bearing between found points as shown on this survey is the basis of said surveyor bearings as defined and required to be noted by Illinois Administrative Code Title 68, Chapter VII, Sub-Chapter B, Part 1270, Section 1270.56, Paragraph B, Sub-Paragraph 6, Item k.
 - THIS SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. COPYRIGHT BY EXACTA ILLINOIS SURVEYORS. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED. PLEASE DIRECT QUESTIONS OR COMMENTS TO EXACTA ILLINOIS SURVEYORS, INC. AT THE PHONE NUMBER SHOWN HEREON.

SURVEYORS LEGEND:

LINETYPES	
	Boundary Line
	Center Line
	Chain Link or Wire Fence
	Easement
	Edge of Water
	Iron Fence
	Overhead Lines
	Structure
	Survey Tie Line
	Vinyl Fence
	Wall or Party Wall
	Wood Fence
SURFACE TYPES	
	Asphalt
	Brick or Tile
	Concrete
	Covered Area
	Water
	Wood
SYMBOLS	
	Benchmark
	Center Line
	Central Angle or Delta
	Common Ownership
	Control Point
	Catch Basin
	Elevation
	Fire Hydrant
	Find or Set Monument
	Guywire or Anchor
	Manhole
	Tree
	Utility or Light Pole
	Well

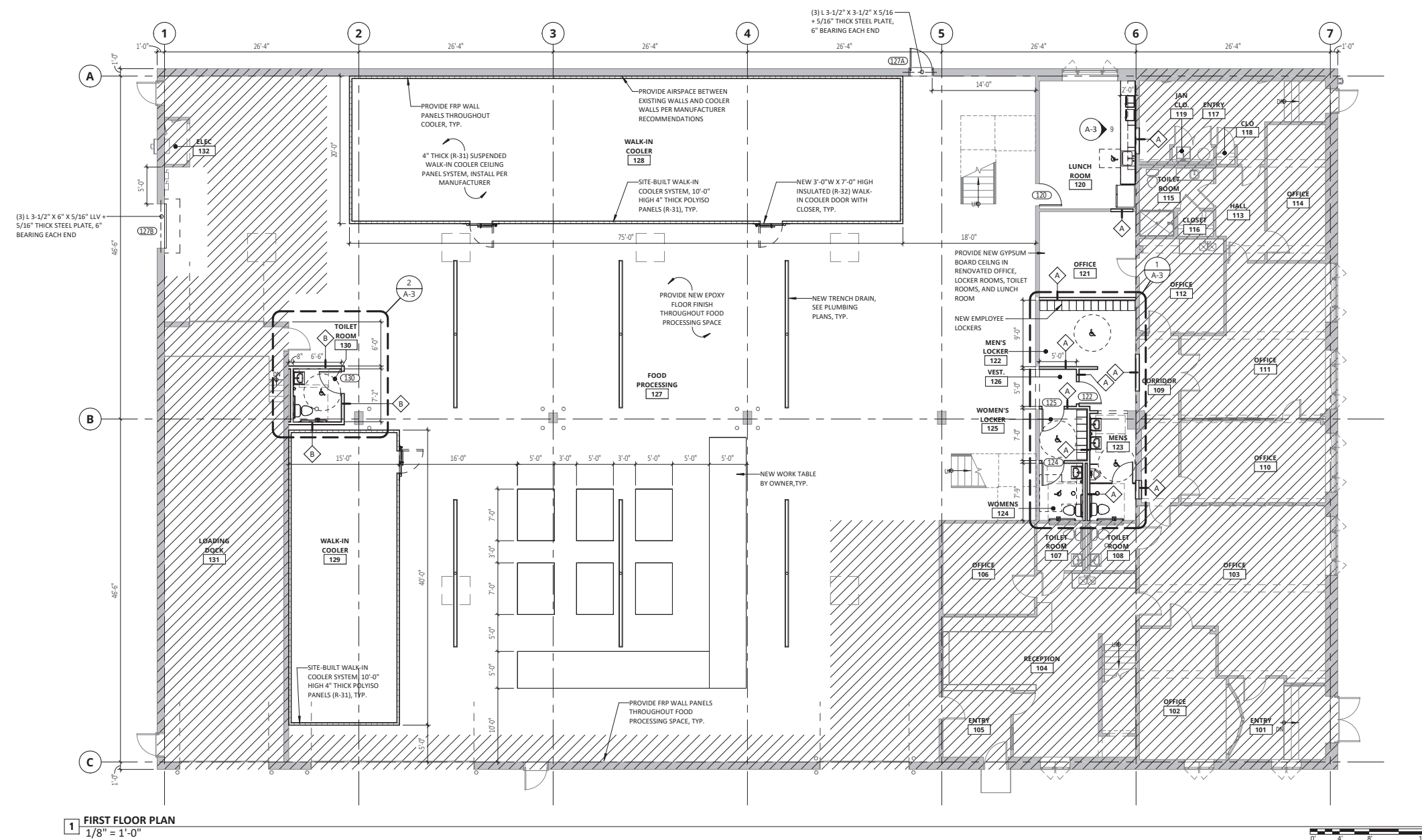
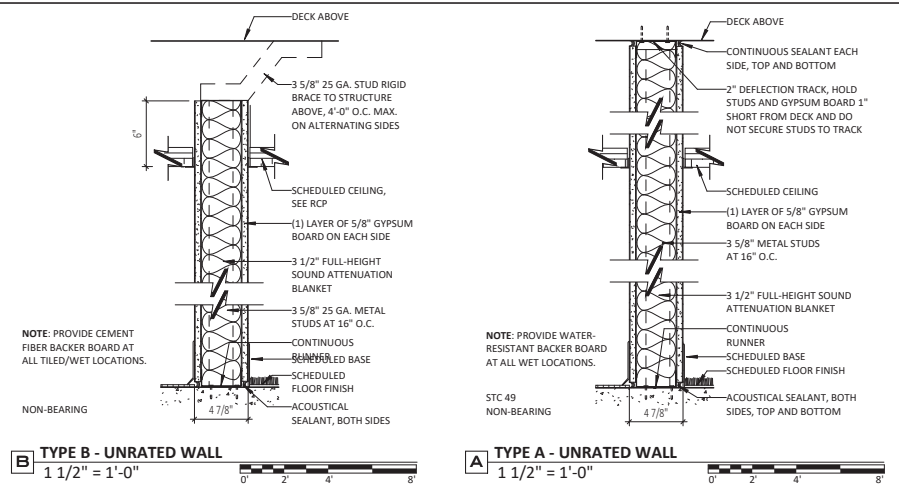
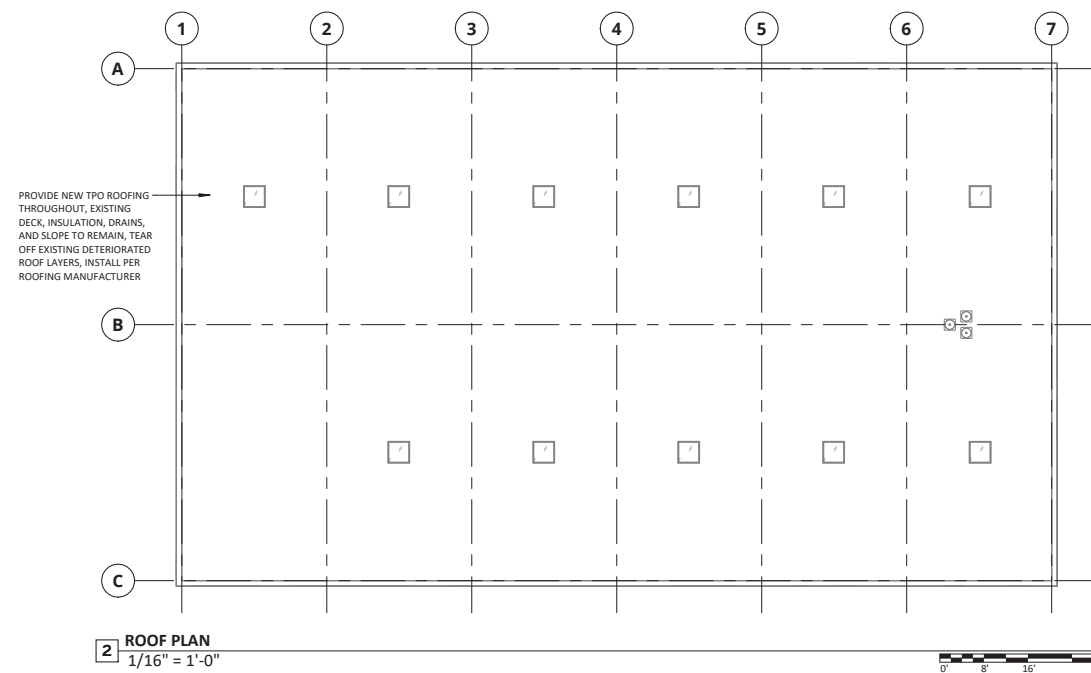
<p>ABBREVIATIONS</p> <p>(C) - Calculated (D) - Deed (F) - Field (M) - Measured (P) - Plat (R) - Record (S) - Survey A/C - Air Conditioning AE - Access Easement ANE - Anchor Easement ASBL - Accessory Setback Line B/W - Bay/Box Window BC - Block Corner BFP - Backflow Preventer BLDG - Building BLK - Block BM - Benchmark BR - Bearing Reference BRL - Building Restriction Line BSMT - Basement C - Curve C/L - Center Line C/P - Covered Porch C/S - Concrete Slab CATV - Cable TV Riser CB - Concrete Block CH - Chord Bearing CHIM - Chimney CLF - Chain Link Fence CME - Canal Maintenance Easement CO - Clean Out CONC - Concrete COR - Corner CS/W - Concrete Sidewalk CUE - Control Utility Easement CVG - Concrete Valley Gutter D/W - Driveway DE - Drainage Easement DF - Drain Field DH - Drill Hole DUE - Drainage & Utility Easement ELEV - Elevation EM - Electric Meter ENCL - Enclosure ENT - Entrance EOP - Edge of Pavement EOW - Edge of Water ESMT - Easement EUB - Electric Utility Box F/DH - Found Drill Hole FCM - Found Concrete Monument FF - Finished Floor</p>	<p>FIP - Found Iron Pipe FIPC - Found Iron Pipe & Cap FIR - Found Iron Rod FIRC - Found Iron Rod & Cap FN - Found Nail FN&D - Found Nail & Disc FRRSPK - Found Rail Road Spike GAR - Garage GM - Gas Meter ID - Identification IE/EE - Ingress/Egress Easement ILL - Illegible INST - Instrument INT - Intersection IRRE - Irrigation Easement L - Length LAE - Limited Access Easement LB# - License No. (Business) LBE - Limited Buffer Easement LE - Landscape Easement LME - Lake/Landscape Maintenance Easement LS# - License No. (Surveyor) MB - Map Book ME - Maintenance Easement MES - Mitered End Section MF - Metal Fence MH - Manhole MHWL - Mean High Water Line NR - Non-Radial NTS - Not to Scale NAVD88 - North American Vertical Datum 1988 NGVD29 - National Geodetic Vertical Datum 1929 OG - On Ground ORB - Official Records Book ORV - Official Record Volume O/A - Overall O/S - Offset OFF - Outside Subject Property OH - Overhang OHL - Overhead Utility Lines OHWL - Ordinary High Water Line ON - Inside Subject Property P/E - Pool Equipment PB - Plat Book PC - Point of Curvature PCC - Point of Compound Curvature PCP - Permanent Control Point PI - Point of Intersection PLS - Professional Land</p>	<p>Surveyor PLT - Planter POB - Point of Beginning POC - Point of Commencement PRC - Point of Reverse Curvature PRM - Permanent Reference Monument PSM - Professional Surveyor & Mapper PT - Point of Tangency PUE - Public Utility Easement R - Radius or Radial R/W - Right of Way RES - Residential RGE - Range ROE - Roof Overhang Easement RP - Radius Point S/W - Sidewalk SBL - Setback Line SCL - Survey Closure Line SCR - Screen SEC - Section SEP - Septic Tank SEW - Sewer SIRC - Set Iron Rod & Cap SMWE - Storm Water Management Easement SN&D - Set Nail and Disc SQFT - Square Feet STL - Survey Tie Line STY - Story SV - Sewer Valve SWE - Sidewalk Easement TBM - Temporary Bench Mark TEL - Telephone Facilities TOB - Top of Bank TUE - Technological Utility Easement TWP - Township TX - Transformer TYP - Typical UE - Utility Easement UG - Underground UP - Utility Pole UR - Utility Riser VF - Vinyl Fence W/C - Witness Corner W/F - Water Filter WF - Wood Fence WM - Water Meter/Valve Box WV - Water valve</p>
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JOB SPECIFIC SURVEYOR NOTES:

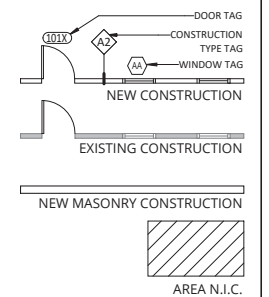


Exacta Land Surveyors, LLC
PLS# 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450

SEE PAGE 1 OF 2 FOR MAP OF PROPERTY
PAGE 2 OF 2 - NOT VALID WITHOUT ALL PAGES



FLOOR PLAN LEGEND



SHEET NOTES

- DO NOT SCALE DRAWINGS, WRITTEN DIMENSIONS GOVERN.
 - IN CASE OF ANY DISCREPANCY WITHIN THE DRAWINGS, OR ANY DISCREPANCY BETWEEN THE DRAWINGS AND SITE CONDITIONS, NOTIFY ARCHITECT.
 - INDICATED DIMENSIONS ARE TO THE FINISHED FACE OF MATERIALS, U.O.N.
 - ALL DIMENSIONS MARKED "CLEAR", "CLR", OR "HOLD" SHALL BE MAINTAINED AND SHALL ALLOW FOR THICKNESS OF ALL WALL FINISHES, AND SHALL NOT VARY MORE THAN 1/8" WITHOUT WRITTEN INSTRUCTION FROM ARCHITECT.
 - PROVIDE TYPE "X" OR TYPE "C" GYPSUM BOARD ON ALL FIRE-RATED PARTITIONS. REFER TO THE PARTITION TYPE DETAILS FOR MORE INFORMATION AND DESIGNATED UL ASSEMBLIES.
 - PROVIDE CEMENTITIOUS BACKER BOARD (DUROCK OR EQUAL) AT PARTITIONS SCHEDULED TO RECEIVE CERAMIC TILE (U.O.N.).
 - PROVIDE FIRE SAFE PENETRATIONS AT FIRE RATED PARTITIONS PER THE APPLICABLE UL ASSEMBLY. ALL EXISTING AND NEW UL RATED FLOOR PENETRATIONS FOR PIPING AND CONDUIT SHALL BE FULLY PACKED AND SEALED IN ACCORDANCE WITH THE APPLICABLE BUILDING AND FIRE CODES. FIRE SEAL ALL OPENINGS IN WALLS AND FLOORS AROUND DRAINS AND WATER LINES.
 - PROVIDE BLOCKING AS REQUIRED AT LOCATIONS INCLUDING, BUT NOT LIMITED TO: GRAB BARS, SHELVING, OVERHEAD CABINETS, SIGNAGE, TOILET ROOM ACCESSORIES, WALL MOUNTED EQUIPMENT, ETC.
 - ALL WORK SHALL BE ERECTED AND INSTALLED PLUMB, LEVEL, SQUARE AND TRUE, AND IN PROPER ALIGNMENT. "ALIGN" MEANS TO ACCURATELY LOCATE FINISHED FACES IN THE SAME PLANE.
 - WHERE EXISTING EXTERIOR WALLS OR CEILINGS ARE STRIPPED DOWN TO THE EXISTING STUDS, OR WHERE ANY EXTERIOR WALL STUD CAVITY IS EXPOSED, THE STUD CAVITIES MUST BE COMPLETELY FILLED WITH INSULATION.
 - PROVIDE ALL FIRESTOPPING AS REQUIRED BY CODE.
 - ALL EQUIPMENT AND APPLIANCES, INCLUDING SMOKE & CO DETECTORS, AIR CONDITIONER, WATER HEATER(S) AND FURNACE(S), SHALL BE INSTALLED IN ACCORDANCE WITH THEIR LISTINGS AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. A COPY OF THE MANUFACTURER'S INSTALLATION INSTRUCTIONS MUST BE PROVIDED ON SITE FOR EACH INSPECTION.
 - ALL INSTALLED INSULATION SHALL BE LABELED OR THE INSTALLED R-VALUES PROVIDED. BLOWN INSULATION SHALL BE MARKED EVERY 300 SF. INSULATION SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS.
- SAFEGUARDS DURING CONSTRUCTION**
- EACH CONTRACTOR SHALL OBSERVE ALL LOCAL, STATE, AND FEDERAL RULES AND REGULATIONS REGARDING SAFETY AND SHALL PROVIDE ALL NECESSARY EQUIPMENT, SCAFFOLDING, PLANKING, RAILING, SHEETING, ETC. IN ORDER TO SAFEGUARD AND PROTECT THE HEALTH, AND WELL BEING OF ALL THE WORKERS EMPLOYED BY THE CONTRACTOR ON THE CONSTRUCTION SITE. EACH CONTRACTOR SHALL EXPLAIN, INSTRUCT, AND DIRECT ALL WORKERS UNDER HIS JURISDICTION TO OBSERVE ALL THE NECESSARY SAFETY, RULES AND REGULATIONS. EACH CONTRACTOR SHALL MAKE DAILY INSPECTIONS TO VERIFY THAT ALL SAFETY RULES ARE BEING OBSERVED.
 - ALL PROCEDURES REGARDING SAFETY ARE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL PROCURE AND PAY FOR THE INSURANCE TO INDEMNIFY AND HOLD HARMLESS THE OWNER, AND THEIR AGENTS, EMPLOYEES AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSS AND EXPENSES, INCLUDING ATTORNEYS FEES, RESULTING FROM INJURIES, DEATH, SICKNESS, DISEASES, OR ANY OTHER PHYSICAL HANDICAP ARISING FROM NON-OBSERVANCE OF THE SAFETY RULES AND REGULATIONS.



**5000 YEAR FOODS
FOOD PROCESSING FACILITY**

984 LEE ST
DES PLAINES, IL 60016

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	04/24/2023

THOMAS MONTGOMERY ARCHITECT
www.tcmontgomery.com

1701 W 18TH PL
CHICAGO IL 60608
773.999.9842
tom@tcmontgomery.com

JOB NO.: 23.008

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SCALE: As indicated

TITLE: **FLOOR PLAN**
SHEET: **A-1**

20/2023.05.17.17 PM

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Des Plaines, Illinois ("*City*");

WHEREAS, Ho and Chul LLC ("*Owner*") is the owner of the property commonly known as 984 Lee St., Des Plaines, Illinois ("*Subject Property*"); and

WHEREAS, Sang Chul Hong, on behalf of 5000 Years Foods Inc. ("*Petitioner*"), applied to the City of Des Plaines for a conditional use permit to allow for the operation of a food processing establishment ("*Conditional Use Permit*") on the Subject Property commonly known as 984 Lee St. Des Plaines, Illinois ("*Subject Property*") pursuant to Section 12-7-3.F.3 and 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended; and

WHEREAS, Ordinance No. Z-13-23 adopted by the City Council of the City of Des Plaines on _____, 2023 ("*Ordinance*"), grants approval of the Conditional Use Permit, subject to certain conditions; and

WHEREAS, the Petitioner and the Owner desire to evidence to the City their unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

NOW, THEREFORE, the Petitioner and the Owner do hereby agree and covenant as follows:

1. The Petitioner and the Owner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-13-23, adopted by the City Council on _____, 2023.
2. The Petitioner and the Owner acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Petitioner or the Owner against damage or injury of any kind and at any time.
3. The Petitioner and the Owner acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.

4. The Petitioner agrees to and do hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.

5. The Petitioner hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

ATTEST:

5000 YEARS FOODS INC.

By: _____

By: _____

ATTEST:

HO AND CHUL LLC

By: _____

By: _____



CITY MANAGER'S OFFICE

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5488
desplaines.org

MEMORANDUM

Date: June 12, 2023
To: Aldermen of the City Council
From: Mayor Andrew Goczkowski AG.
Subject: Appointments/Reappointments

Appointments

Expires

Library Board of Trustees
Nazneen Kapadia 7/17/2026
Rachel Rice 7/17/2026

Re-Appointments

Library Board of Trustees
Lisa Du Brock 7/17/2025
Kristen Graack 7/17/2025
Christine Halblander 7/17/2025
Dr. Gregory Sarlo 7/17/2025
Michelle Shimon 7/17/2025

Nicholas Harkovich 7/17/2026
Denise Hudec 7/17/2026

From: Andrew Goczkowski
Sent: Monday, June 12, 2023 11:51 AM
To: Joanne Mendoza; Mike Bartholomew
Subject: Fwd: Request for Re-appointment to DPPL
Attachments: 2022 Lisa DuBrock BIO - 202205.docx

Good to add to agenda

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From: Lisa DuBrock ·
Sent: Wednesday, May 4, 2022 8:45 PM
To: Andrew Goczkowski ·
Subject: Request for Re-appointment to DPPL

Andrew,

I respectfully submit my name for re-appointment to the Des Plaines Library Board. I was appointed to the board in December of 2021 as a replacement for a previous member. I look forward to continuing to support not only the Des Plaines Community but to serve as a trustee for what I believe is a fabulous that only adds to making Des Plaines a great place to live.

In case it is needed, attached is my current resume. Please let me know if you need anything additional from me.

Kind regards,

Lisa

Lisa DuBrock CPA, CPP, CBCP
Managing Partner

RADIAN COMPLIANCE

WBENC Certified WOSB, WBE
CMMC-AB Registered Provider Organization™
ASIS Preferred CPE Provider

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RADIAN COMPLIANCE

Over 25 years of rock-solid consulting for critical compliance needs.

LISA DU BROCK, CPA, CPP
Radian Compliance, LLC
Chicago, IL and Washington, DC

PROFESSIONAL EXPERIENCE - Current

Radian Compliance, LLC • Hinsdale, IL and Fairfax, VA (Consulting, and Training Firm)

Managing Partner

2005-Present

Radian Compliance is a multi-discipline consulting firm that provides services in the following areas:

Information Security, Privacy Management and Risk Management

Business Continuity, IT Service Management, Security Management and Quality Management

Private Security Operations Management

Lisa is the practice director of the ISO 27001/27002/27701 practices including: assessment, implementation, internal audit and ongoing support for compliance to these standards. She is also the practice director for the Risk Management, Private Security Operations Management and Business Continuity Management Practices. Other areas of expertise include industry and governmental regulations, (ex. State Privacy and Data Breach Notification Laws, FFIEC Banking Regulations, Securities and Exchange Commission Regulations, ITAR, et al.) cyber security, and all aspects of contingency planning, including Emergency Management, Disaster Recovery, and Continuity of Operations Planning.

Lisa has supported greater than 50 Radian clients with either certification of the ISO 27001 standard or compliance to the ISO 27002 guidance document.

Lisa has managed and performed the role of Lead Auditor for greater than 100 Radian clients to the following standards: ISO 9001, ISO 20000-1, ISO 14001, ISO 22301, ISO 27001.

She brought the 1st company certified under the PS Prep accreditation to certification and was the technical expert for all BS 25999 certification audits in the US.

She has passed the Lead Auditor in RABQSA-RES Organizational Resiliency from ASIS which includes ISO 22301, ISO 28000, NFPA 1600 and ASIS SPC.1.

Lisa is a member of the ANSI – US-TAG – for ISO TC 292- Societal Security - workgroups 6 and 8.

She is the Chair 2022-2023 of the ASIS International Professional Standards Board, an ANSI accredited Standards Development Organization.

Previous Work Experience – Areas of focus, Operations Management, Internal Audit in progressively complex environments with additional responsibilities

Morgan Stanley – Discover Card – National Director

Credit Agricole – Internal Audit Officer

First Chicago – Senior Internal Auditor

RADIAN COMPLIANCE

EDUCATION

MBA Finance - DePaul University, Chicago, Illinois
BBA Accounting - Loyola University, Chicago, Illinois
Student – Loyola University Rome Center – Rome Italy

PROFESSIONAL CERTIFICATIONS

Certified Public Accountant, Registration # 239.001253
Exemplar Global - RES Lead Auditor Certificate # 2011-24 Issued by ASIS (includes TL and AU)
Certified Protection Professional Certificate # 21121

TEACHING EXPERIENCE

Developed and delivered on numerous occasions the following workshops:

- Expect the Unexpected – Development and Implementation of a Business Continuity Management System
- Financial Statements for the IT Professional
- Information Security in a Rapidly Changing World
- ISO 27001 Implementation
- ISO 27001 Internal Audit
- BCM – ISO 22301 Implementation
- ISO 9001 Implementation
- ISO 20000 Implementation
- ISO 22301 Implementation
- ANSI/ASIS PSC.1 Implementation

Contract Trainer for BSI Management Systems for the following International Standards:

ISO 20000
ISO 27001
BS 25999

Contract Trainer for ASIS for the following Standards

SPC.1
ISO 28000
PSC.1

Session Instructor at Robert Morris University – Undergraduate MIS Program – Information Security

Session Instructor at Northwestern University – Graduate MIS Program – SOX 101 and Information Security

Session Instructor at George Mason University – PTAP Program – ISO 27001, ISO 9001, ANSI/ASIS PSC.1 and Business Continuity

Session Instructor at DePaul University – Undergrad MIS program – Cybersecurity...and (Owning a certified women owned small business that focuses on cyber)

Developed and delivered customized training in the areas of Information Security, Business Continuity and SSAE 16 controls for Radian Compliance and DuBrock Consulting clients

Developed and delivered a workshop on Management Systems for the non-ISO Centric for ASIS International

RADIAN COMPLIANCE

AFFILIATIONS

Chair – ASIS Professional Standards Board
Member – ASIS International – Chicago Chapter
Board Member – Des Plaines Self-Help Closet and Pantry
Trustee – Des Plaines Public Library

RECENT SPEAKING ENGAGEMENTS AND PUBLICATIONS

Speaker at Certified InfoSec Conference & 27K Security Summit – CISC, 2017 Bethesda MD
Speaker at International Security Conference – Implementing PSC.1, Den Hague, Netherlands
Speaker at Virginia Economic Development Partnership – Conference on World Trade 2014.
Speaker at ASIS International Conference – 2009 Anaheim, CA, 2010 Dallas, TX, 2011 Orlando FL, 2012 Philadelphia, PA, 2013 Chicago, IL, 2014 Atlanta, GA, 2015 Anaheim, CA, 2017 Dallas, TX.
Workshop Speaker at Gartner Research – Risk and Information Security Conference, National Harbor, MD
Speaker at Continuity Insights, Phoenix AZ, 2012
Speaker at Intersection of Risk, Richmond VA, 2011
Speaker at Mid-size Enterprise Conference with Gartner Group – 2009 Los Angeles, CA – PS-Prep: What is it and What Does it Mean to the Mid-size Organization?
Speaker at BRPA on PS-Prep: What is it and What Does it Mean? – 2010 Chicago, IL
Speaker at City of Chicago Treasurer’s Small Business Expo – 2009 Chicago, IL – Information Security for the small business
Contributing Editor for www.ContinuityCompliance.org – a business continuity and security authoritative website

STANDARDS DEVELOPMENT

Vice-Chair – ASIS Standards and Development Commission – An ANSI accredited standards development organization. Working Committee and Technical Committee member for the development of the following ANSI standards:

- ORM.1 – Security and Resilience in Organizations and their Supply Chain
- PSC.1 – Private Security Company Management System Standard
- PSC.4 – Maritime Private Security Company Management System Guideline
- PSO.1 – Private Security Officer – Selection and Training
- BCM.1 – Business Continuity Management
- ESRM.1 – Enterprise Security Risk Management

US Delegate to ISO/PC 284 – Management System for Private Security Companies

US Delegate to ISO TC 292 workgroup 6 – Societal Security

ANAB Committee of Experts member for ANSI/ASIS PSC.1

Commission Liaison – ORM.1 – Security and Resilience in Organizations for their Supply Chain and PSC.2 -

Conformity Assessment and Auditing Management Systems for Quality of Private Security Company Operations

Joanne Mendoza

From: Andrew Goczkowski
Sent: Monday, June 12, 2023 11:54 AM
To: Joanne Mendoza; Mike Bartholomew
Subject: Fwd: Renewal of DPPL Board Appointment for 3 More Years

Good to add to agenda

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From: Christine Halblander
Sent: Tuesday, May 10, 2022 4:33 PM
To: Andrew Goczkowski
Cc: Joanne Mendoza
Subject: Renewal of DPPL Board Appointment for 3 More Years

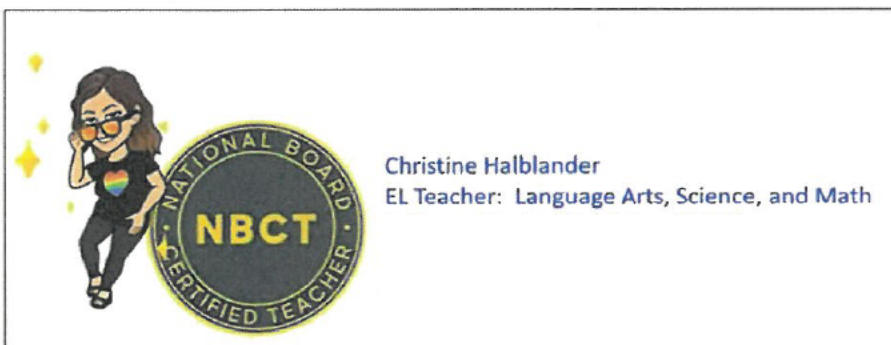
Dear Mayor Goczkowski.

The DesPlaines Public Library instructed me to email you regarding the above-mentioned matter. If possible, I would like to renew my appointment to the DesPlaines Public Library Board for an additional three years.

Please advise.

Sincerely,

Christine Halblander



Joanne Mendoza

From: Andrew Goczkowski
Sent: Monday, June 12, 2023 11:52 AM
To: Mike Bartholomew; Joanne Mendoza
Subject: Fwd: DPPL Board Term

Good to add to agenda

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From: Nick Comcast
Sent: Friday, April 14, 2023 2:07 PM
To: Andrew Goczkowski
Subject: DPPL Board Term

Dear Mayor Goczkowski

I would like to continue as a DPPL Board member beginning July1,2023 for the full term. I am presently Chair of the Building and Grounds Committee, where we are undertaking a renovation on the 4th floor. I would like to see this project to its completion.

Nicholas Harkovich

Sent from my iPhone

Joanne Mendoza

From: Andrew Goczkowski
Sent: Monday, June 12, 2023 11:05 AM
To: Joanne Mendoza; Mike Bartholomew
Subject: Fwd: Library Board of Trustees Appointment - Denise Hudec

Good to put on as well.

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From: Denise Hudec
Sent: Monday, April 24, 2023 4:49 PM
To: Andrew Goczkowski
Cc: Gregory Sarlo
Subject: Library Board of Trustees Appointment - Denise Hudec

Dear Mayor Goczkowski,

Thank you for the opportunity to apply to serve another term on the Des Plaines Public Library Board of Trustees. As a trustee since 2015, I've been part of the board through major periods of change from the search for a new director to a pandemic that required an emergency closure of the building and various levels of return to service. I'm proud of the work our board has done during this time to support our library staff with the needs of our community in mind.

I feel I bring a unique perspective to the board as a degreed librarian working at a local public library. While my perspective is no more important than any other trustee, I am able to share a viewpoint as a member of the Des Plaines community who also understands the daily workings of a public library. When I am at work, I see the impact of a great library on a community and I believe my role at DPPL allows me to influence that impact in my own community. We know having a strong library is vital to having a strong community and having a board that supports that mission is crucial. We are seeing challenges to school and public libraries across the country and having an engaged and knowledgeable board is key in these moments. As a librarian who works in material selection, I strongly support and advocate for providing a diverse collection and understand the importance of our collection to our community.

I'm truly excited about the future of our library. Thanks to a generous donor and the work of library staff, we are in works to bring a much desired creative space to the library which I am looking forward to seeing our community utilize.

Please let me know if you have any questions about my tenure on the board or my experience working in libraries.

Thank you,

Denise Hudec

Joanne Mendoza

From: Andrew Goczkowski
Sent: Monday, June 12, 2023 11:00 AM
To: Joanne Mendoza; Mike Bartholomew
Subject: Fwd: Library Board of Trustees
Attachments: Nazneen Kapadia Resume 2023.pdf

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From: Nazneen Kapadia
Sent: Thursday, February 16, 2023 1:59 PM
To: gsarlo@dppl.org · Andrew Goczkowski
Cc:
Subject: Library Board of Trustees

Dear Mr. Sarlo,

I am writing to express my interest in joining the Des Plaines Library Board of Trustees. As an avid reader and someone who has always valued the importance of education and access to information, I believe I could be a valuable asset to the Board.

Since moving to Des Plaines in 2020 I have have been an active member of the library. Through my experiences at the library, I have seen first-hand the transformative power of books on children and the impact that libraries can have on individuals and communities as a whole. The library is a place for Des Plaines residents to feel that they are part of a larger community that can grown when working together.

As a member of the board, I would bring a commitment to promoting literacy, access to information, and the value of the library as a community resource. I would be an advocate for the library as well as the library community. I have a background in management and healthcare, and I would be eager to assist in developing and implementing strategies to promote the library's services and programs. I am also passionate about technology and would be excited to explore ways in which the library could leverage new technologies to better serve its patrons.

I understand that being a member of the board is a significant responsibility and would require a commitment of time and energy. I am willing and able to dedicate the necessary time and effort to be an effective board member, and believe that my skills and experience make me well-suited to this role.

Thank you for considering my application. I look forward to the opportunity to contribute to the library's mission and to work with other board members to ensure that the library remains a vibrant and valuable resource for the community.

Sincerely,

Nazneen Kapadia

Nazneen Kapadia

Des Plaines, IL, 60016

A 15+ year **practice manager** with a solid history of exceeding revenue targets, staff development and customer service. Accomplished hands on leader in business process optimization to maximize client engagement and satisfaction. Helped define and streamlined key vendor partnerships for product portfolio margins. A self-motivated team leader with strong organizational skills and decision making abilities. Extensive experience with relationship development and management.

Business & Practice Management Skills

Team development, new employee recruiting, vendor relationship development, purchasing & stocking frame lines, maximize optical revenue, reduce lab fees, formalized practice wide training program, patient renewal and retention, commercial partnership development, conflict resolution, EHR deployment and ongoing management.

PROFESSIONAL EXPERIENCE

Manager, Managed Vision Care
Essilor Luxottica, *Remote*

May 2022 – Current

- Developed training modules around vision insurance to break down understanding for account executives
- Communicate necessary Managed Vision care plan changes and formulary guidelines for distribution throughout sales team
- Answer questions from the field regarding managed vision care
- Develop campaigns and strategies to increase sales volume for specific products through each manager vision care payer

Practice Manager
Occhiali Eyeglass, *Chicago, IL*

July 2012 – April 2022

- Developed private pay clientele for non insurance practice, while also increasing specialty patient base through physician referrals.
- Organized monthly events while collaborating with neighborhood businesses to build relationships with new clientele and residents.
- Consolidated practice management software and programs by installing EHR to improve efficiency and productivity.
- Oversaw all daily operations while also planning for expansion into medical practice.
- Implementation of treatment planning programs to build specialty clientele including keratoconus, dry eye, PMD, and post-surgical patients.
- Accelerated practice growth with 5% -10% increase in year over year.
- Instrumental in negotiating pricing for all aspects of business including equipment purchasing, frame and lens buying & office redesign and construction.

Co-founder & Consultant
Optimize Practice Management, Greater Chicago land area

January 2013 – July 2015

- Established professional networks and referrals through email marketing in order to gain professional clientele in Chicago and surrounding areas.
- Helped private practices reach sales goals by implementing financial reporting systems while also improving operations by instituting practice performance evaluations.
- Transitioned private practices to a paper-less system in order to increase efficiency.
- Credentialed physicians with insurance companies while negotiating fee schedules.

Office Manager
Village Eyecare, *Chicago, IL*

October 2006 – November 2010

- Managed sales, production, and staff between multiple locations.
 - Increased sales goals by 200% at established location, and assisted in establishing a second location.
 - Coordinated small business development endeavors including marketing, budget planning, product and equipment purchasing, and financial analysis in order to improve production.
 - Increased profit margins by starting an in-house laboratory facility, re-negotiating insurance contracts, analyzing product and service pricing structures, and aligning buying groups with our practice.
 - Organized optical training manual regarding benefits and features of all products and guided 15 staff members through educational endeavors in order to increase office professionalism and expertise.
-

EDUCATION

Bachelor of Science in General Studies, Minors: Chemistry, Biology, and Nutrition / *Indiana University, Bloomington, IN*

CERTIFICATIONS

- American Board of Opticianry
- ABO Certification

May 2009 – Current

May 26, 2023

To: Mayor Andrew Goczkowski

Greetings,

My name is Rachel Rice, I have been a resident of Des Plaines, IL for nearly 3 years. I moved to this community with my daughter, who is a graduate of Maine West High School. Education and literacy are values that I hold dear, which is what led to my interest in joining the library board.

I am a servant leader, one who is passionate about volunteerism and civic engagement. I have served as the chair of DePaul University's Chicago Alumni Committee since 2019. In this role, I have had the privilege of representing DePaul at student events, networking engagements and commencement.

Strategic thinking and positivity are my greatest strengths. Given the diversity of my experience in the nonprofit sector, I believe that I can offer a fresh perspective in the areas planning and policy development. I possess a growth focused mindset, holding a core belief that teamwork truly makes the dream work.

Serving in the nonprofit sector for over 19 years, I am skilled at effectively communicating a shared vision while developing strategic partnerships. I possess an infectious energy that motivates others to take action. I am a proud "Double Demon" graduate of DePaul University, where I earned an undergraduate and graduate degree. Currently, I am employed by CSH [Corporation for Supportive Housing] as an Administrative Manager. In this role, I lead a national portfolio of Administrative Coordinators who provide regional support to project and program managers.

Since moving to Des Plaines, I have met kind and loving people who have lived and worked in this community for decades. I look forward to fostering more meaningful relationships and I am grateful for the opportunity to serve.

Humbly,

Rachel Rice

RACHEL RICE

CAREER DEVELOPMENT

Nonprofit Management professional with proven expertise in program, project and people management. Disciplined yet whimsical administrative and operations leader. Self-defined urban specialist, having served BIPOC, suburban, rural and marginalized communities for over 18 years. Transferrable skills include [but not limited to]: asset mapping, systems integration, master trainer, as well as capacity building of human capital.

EXPERIENCE

CSH **Chicago, IL** **September 2018 – Present**

Administrative Manager

- Direct, hire, train and oversee a national team of administrative support services staff
- Create annual budget, develop annual team workplan and monitor financials
- Coordinate operational needs of senior leadership
- Thought partner in change management processes, data governance and DEIB (Diversity Equity Inclusion and Belonging)
- Design processes, policies and workflows to streamline cross departmental functions
- Course developer, trainer and subject matter expert in our National Training Center

New Moms **Chicago, IL** **August 2016 – March 2018**

Director of Housing

- Directed all aspects of service delivery including program development, implementation, evaluation, and supervision of Housing team (Case Managers, Interns and Volunteers)
- Responsible for budget planning, implementation and adherence
- Developed and managed the Coordinated Entry Process to ensure transitional housing units are filled within a timely manner and meets bed utilization goals
- Oversaw programming of our 40-unit site based supportive housing program and our 15 unit scattered site supportive units [FIT]
- Implemented CQI plan that met contractual and agency goals as well as monitored the overall performance of the program through quality assurance activities and required reporting
- Served as (ATA) Agency Technical Administrator for HMIS (Homeless Management Information System)

West Humboldt Park Development Council **Chicago, IL** **June 2015 – October 2015**

Community Development Planner

- Research, apply and manage grants to support various programs and projects
- Responsible for development and implementation of the Leadership Development Academy
- Provide technical assistance to community-based organizations and the local Park District
- Develop and monitor program specific budgets
- Develop strategic plans to support programs
- Manage and develop community outreach efforts and monthly community meetings

RACHEL RICE

Access Community Health Network **Chicago, IL** **January 2013 – June 2015**

Outreach Worker

- Lead outreach and health education activities and events for the Strong Start and Title X programs
- Identify and cultivate relationships with DuPage county community partners
- Communicated Title X local and federal policy updates to DuPage county providers
- Coordinate bi-annual outreach strategy meetings
- Prepare and maintain monthly outreach data and reports
- Coordinate, develop and implement outreach and health education activities

DePaul University **Chicago, IL** **Jan 2014 – Jan 2015**

Research Assistant

- Recruited and interviewed human subjects for a philanthropy study
- Transcribed qualitative data
- Maintained record of subjects and remuneration

Haymarket Center **Chicago, IL** **Nov 2009 - Feb 2011**

Childcare Supervisor

- Primarily responsible for the company's daily management of childcare services
- Supervised team of Child Development Specialists
- Performed monthly chart audits and monthly reporting
- Developed and implemented childcare service plans, policies and needs assessments
- Administered developmental assessments to children 0-5 years using the ASQ and Denver II screening tools

Westside Health Authority **Chicago, IL** **March 2008 - October 2009**

Program Manager

- Built and cultivated strong professional relationships with local and state public health departments, clinics (FQHCs) and hospitals by identifying areas of collaboration related to community needs assessment
- Managed annual grant budget
- Supervised outreach workers and volunteers; Coordinated weekly and monthly outreach activities
- Developed monthly program reports
- Project Manager for Community based participatory research initiatives

EverThrive Illinois **Chicago, IL** **July 2005 - February 2008**

Closing the Gap Initiative

Community Health Advocate

- Coordinated outreach activities and facilitated health education sessions
- Facilitated a health education campaign on Infant Mortality for service providers and consumers
- Conducted community outreach and home visits to promote healthy pregnancy and safe sleep for babies
- Provided Doula services and breastfeeding education

PCC Community Wellness Center **Oak Park, IL** **April 2004 - April 2005**

AmeriCorps

- Conducted home visits and outreach to at-risk pregnant and parenting women
- Provided referrals to community resources
- Coordinated and taught prenatal classes
- Conducted monthly chart audits
- Provided Doula services and breastfeeding education

Joanne Mendoza

From: Gregory Sarlo
Sent: Tuesday, May 3, 2022 3:35 PM
To: Joanne Mendoza
Subject: Fwd: Request to Continue to serve on Library Board
Attachments: blob.jpg

----- Forwarded message -----

From: Dr. Gregory Sarlo
Date: Mon, May 2, 2022 at 4:22 PM
Subject: Request to Continue to serve on Library Board
To: Andrew Goczkowski

I am writing you to express my interest in remaining on the library board for the city of Des Plaines.

This opportunity to serve the community and the library in this manner has been so rewarding and I am delighted to help in any way I can the city. Please accept my request to remain on the board.

If there is anything else you need from me please feel free to contact me.

Thank you for the opportunity and consideration.

Dr. Sarlo

Dr. Gregory Sarlo
Clinical Director
Psychological Consultations/IPAPIC
DIV 44 Fundraising Co-Chair
IPA Treasurer/ Fellow
Psychology Staff
Ethics Committee Co Chair
Advocate Lutheran General Hospital

On May 2, 2022, at 3:15 PM, Andrew Goczkowski

wrote:

Joanne Mendoza

From: Andrew Goczkowski
Sent: Monday, June 12, 2023 11:53 AM
To: Joanne Mendoza; Mike Bartholomew
Subject: Fwd: Reappointment

Good to add to agenda

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From: Michelle Shimon
Sent: Monday, May 9, 2022 12:37 PM
To: Andrew Goczkowski
Cc: Joanne Mendoza
Subject: Reappointment

Good afternoon, Mayor Goczkowski,

I am seeking reappointment to the Des Plaines Library Board for another three years on June 30th, 2022. Please let me know if there is any additional information you need from me.

Thank you,
Michelle Shimon-Hutchison



FINANCE DEPARTMENT

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

MEMORANDUM

Date: July 26, 2023
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-148-23, August 7, 2023, Warrant Register

Recommendation: I recommend that the City Council approve the August 7, 2023, Warrant Register Resolution R-148-23.

Warrant Register.....\$6,800,269.93

Estimated General Fund Balance
Balance as of 06/30/2023: \$30,782,581
Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1st & 2nd installments of property tax revenue.

CITY OF DES PLAINES

RESOLUTION

R-148-23

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.

August 7, 2023

City of Des Plaines

Warrant Register 08/07/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
1	1880	Due from Component Unit	2943 Crowe LLP	707-2670602 Auditing Services for Tax Year 2022 (1st of 3 Years)	5,400.00
Department: 00 - Non Departmental					
2	4210	Personal Property Replacement Tax	4999 Des Plaines Public Library	2nd Qtr 2023 PPRT Allocation for 2nd Qtr 2023	23,247.00
3	4630	Resident Ambulance Fees	3457 Aetna	DPIL-2254124:2 Medical Reimbursement DOS 12/02/2022	1,381.05
Total 00 - Non Departmental					24,628.05

Elected Office					
Division: 110 - Legislative					
4	6000	Professional Services	8452 Anderson Legislative Consulting LTD	07-2023 Lobbyist Services - July 2023 - R-116-22	5,420.00
Total 110 - Legislative					5,420.00

City Clerk					
Division: 120 - City Clerk					
5	6100	Publication of Notices	1050 Journal & Topics Newspapers	190512 Legal Notice - 2022 Treasurer's Report 06/21/2023	2,500.00
6	6100	Publication of Notices	1050 Journal & Topics Newspapers	190536 Legal Notice - Sidewalk Snow Removal 06/28/2023	112.86
7	6100	Publication of Notices	1050 Journal & Topics Newspapers	190537 Legal Notice - 2023-2024 Snow Plowing 06/28/2023	112.86
8	6100	Publication of Notices	1050 Journal & Topics Newspapers	190538 Legal Notice - Tree Maintenance 06/28/2023	122.27
9	6100	Publication of Notices	1050 Journal & Topics Newspapers	190570 Legal Notice - Library Facade Rehabilitation 07/05/2023	103.46
10	6100	Publication of Notices	1050 Journal & Topics Newspapers	190571 Legal Notice - Public Works Facade Rehabilitation 07/05/2023	103.46
11	6100	Publication of Notices	1069 Paddock Publications Inc	257309 Legal Notice - Sign Replacement Bid 07/07/2023	35.10
12	6120	Recording Fees	1139 Cook County of Illinois	29005312023 Recording Fee for One Plat 05/26/2023	133.00
13	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8004272742 Shredding Services 06/09-06/30/2023	79.58
14	7500	Postage & Parcel	1041 Federal Express	8-183-63600 Delivery Service 06/27-06/30/2023	8.30
Total 120 - City Clerk					3,310.89

Total 10 - Elected Office					8,730.89
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City Administration					
Division: 210 - City Manager					
15	6000	Professional Services	8453 Raucci & Sullivan Strategies LLC	4135 Lobbyist Services - July 2023 - R-193-22	5,000.00
16	6005	Legal Fees	8897 Emry Murdoch LLC	11094 1374-1384 Oakton Avenue Eminent Domain Matter 05/24-05/26/2023	1,172.50
17	6005	Legal Fees	8897 Emry Murdoch LLC	11095 281-299 River Road Eminent Domain Matter 05/24-05/26/2023	469.00

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
18	6005	Legal Fees	8897 Emry Murdoch LLC	11114	1374-1384 Oakton Avenue Eminent Domain Matter 06/02-06/26/2023	5,159.00
19	6005	Legal Fees	8897 Emry Murdoch LLC	11115	281-299 River Road Eminent Domain Matter 06/05-06/28/2023	3,499.50
20	6005	Legal Fees	8133 Elrod Friedman LLP	13452	6-23 Non-Retainer Matters	1,206.00
21	6005	Legal Fees	8133 Elrod Friedman LLP	13453	6-23 Non-Retainer Matters	457.50
22	6005	Legal Fees	8133 Elrod Friedman LLP	13454	6-23 Non-Retainer Matters	201.00
23	6005	Legal Fees	8133 Elrod Friedman LLP	13455	6-23 Non-Retainer Matters	3,992.00
24	6005	Legal Fees	8133 Elrod Friedman LLP	13463	6-23 Non-Retainer Litigation	234.00
25	6005	Legal Fees	8133 Elrod Friedman LLP	13707	6-23 Non-Retainer Matters	2,229.50
26	6005	Legal Fees	8133 Elrod Friedman LLP	JUN 2023 RET	June 2023 Retainer	19,500.00
27	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	23-13	Legal Fees - Admin Hearings & Traffic Court 06/27-07/11/2023	2,160.00
28	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	17008	Legal Fees June 2023	11,581.25
29	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071023	Water Delivery Service 06/22/2023	48.46
Total 210 - City Manager					56,909.71	

Division: 230 - Information Technology						
30	6000	Professional Services	5934 Tyler Technologies Inc	045-428095	EnerGov Permit Form Creation 12/15/2022-04/23/2023	2,800.00
31	6305	R&M Equipment	8399 Park Place Technologies LLC	PUSA1009010658 6	Datacenter Equipment Maintenance 8/1/23 - 8/30/23	52.12
32	7005	Printer Supplies	1820 Datasource Ink	23785	2 HP LaserJet Toner for City Printers	358.00
33	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071023	Water Delivery Service 06/22/2023	71.95
34	7320	Equipment < \$5,000	1035 Dell Marketing LP	10681741142	10 Dell Docking Stations for City Use	2,226.40
35	7320	Equipment < \$5,000	1026 CDW LLC	KQ93831	1 Ft Cat6 Black Snagless Cable	346.00
36	7320	Equipment < \$5,000	1026 CDW LLC	KS72362	Cat6 Molded Cable	129.90
Total 230 - Information Technology					5,984.37	

Division: 240 - Media Services						
37	6195	Miscellaneous Contractual Services	8850 LanguageLine Solutions	11053335	Translation of Spring 2023 Access Point/Summer Fun Flyer 6/30/23	1,147.21
38	7000	Office Supplies	1644 Warehouse Direct Inc	5526652-0	2 Binders	15.64
39	7000	Office Supplies	1644 Warehouse Direct Inc	5526652-1	1 Pk of Pencils, 2 Pks of Paper Clips, 1 Pack of Legal Pads, Etc.	51.47
Total 240 - Media Services					1,214.32	

Division: 250 - Human Resources						
40	5340	Pre-Employment Testing	1267 Northwest Community Hospital	30995	4 NH Pre-Empl., 1 Post-Empl. Probationary Testing 6/1-6/16/2023	200.00
41	5340	Pre-Employment Testing	1267 Northwest Community Hospital	31109	1 PW New Hire Pre-Employment Testing 6/8/2023	50.00
42	5340	Pre-Employment Testing	8533 Justifacts Credential Verification	370028	3 Pre-Employment Background Screenings 6/2-6/23/2023	225.10

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
43	5345	Post-Employment Testing	1267 Northwest Community Hospital	30995 4 NH Pre-Empl., 1 Post-Empl. Probationary Testing 6/1-6/16/2023	66.00
44	6000	Professional Services	1168 TKB Associates Inc	15049 10 On-Site/Remote LaserFiche Installation & Trainings - 07/07/2023	1,650.00
45	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	4596 Job Posting - Electrical Inspector 7/11/2023-8/1/2023	50.00
46	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8004272742 Shredding Services 06/09-06/30/2023	79.58
47	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071023 Water Delivery Service 06/22/2023	38.97
Total 250 - Human Resources					2,359.65

Total 20 - City Administration	66,468.05
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Department: 30 - Finance					
48	6000	Professional Services	2943 Crowe LLP	707-2670602 Auditing Services for Tax Year 2022 (1st of 3 Years)	19,800.00
49	6000	Professional Services	2071 Lauterbach & Amen, LLP	79358 Tax Levy - Police Pension for Fiscal Year 12/31/2022	2,810.00
50	6000	Professional Services	2071 Lauterbach & Amen, LLP	79359 Tax Levy - Firefighters' Pension For Fiscal Year 12/31/2022	2,810.00
51	6000	Professional Services	1200 Speer Financial Inc	d6/23-4 2023 Continuing Disclosure for General Obligation Bonds	960.00
52	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8004272742 Shredding Services 06/09-06/30/2023	79.58
53	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071023 Water Delivery Service 06/22/2023	71.43
54	7200	Other Supplies	1644 Warehouse Direct Inc	5535508-0 4 Cartons of Paper and 150 Sets of Binder Indexes	192.00
Total 30 - Finance					26,723.01

Community Development					
Division: 410 - Building & Code Enforcement					
55	5325	Training	8846 Johnson, Ryan	Refund 7/19/2023 Reimb Hotel-ILMCA Conference 6/7-6/9/2023-Asst Dir CED	230.70
56	5325	Training	8901 Ellena, Jordan	Reimb 6/7-6/9/23 Reimb Milage-ILMCA Conf 6/7-6/9/2023-Dev Services Mgr	202.00
57	6000	Professional Services	6315 B&F Construction Code Services Inc	17766 Professional Plan Review & Inspection May 2023 Inspections	4,502.14
58	6000	Professional Services	5764 GovTempUSA LLC	4207334 Permit Tech Assistance - Clerical Ending 6/18 & 6/25/23	2,551.50
59	6000	Professional Services	5764 GovTempUSA LLC	4216086 Permit Tech Assistance - Clerical Ending 7/2 & 7/9/2023	2,551.50
60	6000	Professional Services	6315 B&F Construction Code Services Inc	62112 Professional Plan Review & Inspection Project 1128577 - 07/07/23	1,345.01
61	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	DP8862 46 Elevator Inspections June 2023	368.00
62	6005	Legal Fees	8133 Elrod Friedman LLP	13449 6-23 Non-Retainer Matters	450.00
63	6005	Legal Fees	8133 Elrod Friedman LLP	13450 6-23 Non-Retainer Matters	1,453.50
64	6005	Legal Fees	8133 Elrod Friedman LLP	13451 6-23 Non-Retainer Matters	158.97

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
65	6025	Administrative Services	7961 BridgePay Network Solutions LLC	07122337 Utility Web, Business License Trans & EnerGov Fees June 2023	0.60
66	6025	Administrative Services	7961 BridgePay Network Solutions LLC	07122337 Utility Web, Business License Trans & EnerGov Fees June 2023	49.20
67	6025	Administrative Services	7961 BridgePay Network Solutions LLC	07122337 Utility Web, Business License Trans & EnerGov Fees June 2023	0.70
68	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	27844 Nuisance Abatement & Grass Cutting Service 06/07-06/28/2023	3,575.12
69	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	27861 Nuisance Abatement & Grass Cutting Service 06/01-06/8/2023	1,132.34
70	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071023 Water Delivery Service 06/22/2023	109.42
Total 410 - Building & Code Enforcement					18,680.70

Division: 420 - Planning & Zoning					
71	6005	Legal Fees	8133 Elrod Friedman LLP	13444 6-23 Non-Retainer Matters	1,763.00
72	6005	Legal Fees	8133 Elrod Friedman LLP	13462* 6-23 Non-Retainer Matters	120.00
73	7000	Office Supplies	1644 Warehouse Direct Inc	5517385-0 6 Cartons of Paper and 6 Notebooks	228.72
Total 420 - Planning & Zoning					2,111.72

Division: 430 - Economic Development					
74	6000	Professional Services	5215 CoStar Realty Information Inc	120379207 2023 Available Properties Database July 2023	502.21
75	6005	Legal Fees	8133 Elrod Friedman LLP	13462* 6-23 Non-Retainer Matters	2,323.00
76	6601	Incentive - Business Assistance	8896 Forever Boba Tea LLC	BAP 07/19/2023 Business Assistance Program for Interior Build-Out 07/19/2023	10,000.00
Total 430 - Economic Development					12,825.21

Total 40 - Community Development					33,617.63
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Public Works & Engineering					
Division: 100 - Administration					
77	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000053083 Kronos User Fee - June 2023	205.80
Total 100 - Administration					205.80

Division: 510 - Engineering					
78	7000	Office Supplies	1644 Warehouse Direct Inc	5530528-0 6 Boxes of Clips, 1 Box of Highlighters, Markers, Post-It Notes	30.88
Total 510 - Engineering					30.88

Division: 520 - Geographic Information Systems					
79	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	6556 R-205-22 Geographic Information System Support 06/01-06/30/2023	18,540.00
Total 520 - Geographic Information Systems					18,540.00

Division: 530 - Street Maintenance					
80	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	120177 6.0 Loads Broken Asphalt Disposal - 06/30/2023	520.00
81	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	120846 3.0 Loads Broken Asphalt/Grindings Disposal - 07/10/2023	195.00

City of Des Plaines

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82	6115	Licensing/Titles	8705 Mertes, Christopher A	Reimb 04/08/2023	CDL License - Street Operator - 04/08/2023 - Exp 06/17/2027	30.00
83	6115	Licensing/Titles	5831 Trapani, Nicholas T	Reimb 05/26/2023	CDL License - Crew Leader/Arborist - 05/26/2023 - Exp 11/11/2027	30.00
84	6115	Licensing/Titles	5761 Bernar, Michael	Reimb 06/28/2023	CDL License - Street Crew Leader - 06/28/2023 - Exp 09/15/2027	30.00
85	6135	Rentals	1047 Home Depot Credit Svcs	8901058	Insulator Blower Rental - 07/13/2023	625.00
86	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	35430	Branch Pick Up - 60016 - 06/05- 06/16/2023, R-143-22	10,724.36
87	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	35431	Emergency Tree Removal - 890 Golf Rd - 06/15-06/19/23, R-143-22	3,099.27
88	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	35478	Branch Pick Up - 60018 - 06/19- 06/30/2023, R-143-22	9,980.70
89	6175	Tree Plantings	1347 Lurvey Landscape Supply	T1-10487050	Autumn Blaze Maple Tree - Tree Planting	275.00
90	6175	Tree Plantings	1347 Lurvey Landscape Supply	T1-10487095	Swamp White Oak - Tree Planting Program	295.00
91	6195	Miscellaneous Contractual Services	7691 Builders Asphalt LLC	120349	9.23 Tons Asphalt - Main Break Repairs - 07/05/2023	609.18
92	6195	Miscellaneous Contractual Services	7691 Builders Asphalt LLC	121306	12.99 Tons Asphalt - Water Main Repairs - 07/17/2023	857.34
93	6195	Miscellaneous Contractual Services	7409 Aquamist Plumbing & Lawn Sprinkling Co Inc	123601	Irrigation System Repair - 06/27/2023	872.82
94	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	260168	Weed Control - Parkview Ln - 06/15/2023, R-165-22	75.00
95	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	262504	Orange Safety Fence - 4th of July Fireworks - 07/03/2023	11,700.00
96	6195	Miscellaneous Contractual Services	2016 Signarama	43918	100 Temporary No Parking Signs 06/20/2023	772.32
97	6195	Miscellaneous Contractual Services	1367 Meade Inc	705298	Emergency Vehicle Pre-Emption - Thacker/Lee - 06/30/2023	458.00
98	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS545528	Street Sweeping - 06/19/2023, R-188-21	17,556.78
99	6325	R&M Street Lights	1044 H&H Electric Co	41702	Streetlight Repair - Library Plaza - 06/09/2023, R-29-22	2,352.06
100	6325	R&M Street Lights	1044 H&H Electric Co	41730	Streetlight Repair - Ellinwood - 06/12/2023, R-29-22	1,693.52
101	6325	R&M Street Lights	1044 H&H Electric Co	41731	Streetlight Repair - Harvard & Cornell - 06/15/2023, R-29-22	858.20
102	6325	R&M Street Lights	1044 H&H Electric Co	41732	Locate Cables - State & Northwest Hwy - 06/15/2023, R-29-22	440.01
103	7000	Office Supplies	1644 Warehouse Direct Inc	5498741-0	Notebook, Markers, Copy Paper, Pens, Notes - PW	17.91
104	7000	Office Supplies	1644 Warehouse Direct Inc	5526838-0	Pads, Markers, Copy Paper, Tape - PW	14.78
105	7020	Supplies - Safety	1043 WW Grainger Inc	9752400540	10 Eye Wash Bottles	20.38
106	7020	Supplies - Safety	1550 Addison Building Material Co	991147	8 Pairs Gloves	123.05
107	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	19099	Tie Down Straps & Tow Straps	62.96

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
108	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	19324	Tie Down Strap	24.70
109	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	19582	Cable Ties	16.98
110	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	19650A	Socket Adapters - PW 5119	12.34
111	7035	Supplies - Equipment R&M	1057 Menard Incorporated	19779	3 Propane Tanks	59.76
112	7050	Supplies - Streetscape	1255 Neenah Foundry Company	119517	2 Tree Grates - River Rd	1,285.90
113	7055	Supplies - Street R&M	1732 Traffic Control & Protection Inc	115195	50 Type 1 Barricades with Lights - 06/27/2023	3,112.50
114	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	119471	1.52 Tons Asphalt - Sewer Repair - 06/23/2023	100.32
115	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	119647	3.53 Tons Asphalt - Main Break Repairs - 06/26/2023	236.51
116	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	120046	10.22 Tons Asphalt - Main Break Restoration - 06/29/2023	674.52
117	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	120498	15.49 Tons Asphalt - Restorations - 07/06/2023	1,022.34
118	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	120635	3.37 Tons Asphalt - Restorations - 07/07/2023	222.42
119	7055	Supplies - Street R&M	8890 RoadSafe Traffic Systems Inc	177206	50 Type 1 Barricades & 50 LED Lights - 06/27/2023	4,375.00
120	7055	Supplies - Street R&M	1057 Menard Incorporated	18892	Spray Paint & Stencil Kits	32.28
121	7055	Supplies - Street R&M	1057 Menard Incorporated	18948	4 Stencil Kits	15.92
122	7055	Supplies - Street R&M	2016 Signarama	43934	12 Corrugated Sign Blanks	72.00
123	7055	Supplies - Street R&M	1174 3M Company	9423707902	Roll Clear Transfer Tape	98.81
124	7055	Supplies - Street R&M	1192 Sherwin Industries Inc	SS098734	2,400 Mastic One for Street Repairs	1,818.84
125	7200	Other Supplies	1076 Sam's Club Direct	7043	Meeting Supplies 07/13/2023	54.94
126	7320	Equipment < \$5,000	1520 Russo Power Equipment	SPI20300711	Line Trimmer	319.99
Total 530 - Street Maintenance					77,844.71	

Division: 535 - Facilities & Grounds Maintenance						
127	6115	Licensing/Titles	5792 Swasas , Matthew C	Reimb 06/19/2023	CDL License-Facilities Crew Leader- 06/19/2023-Exp 09/01/2027	30.00
128	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	05-3843	Exterior Pest Control - City Hall & Police - 05/01/2023	80.00
129	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	05-3844	Interior Pest Control - City Hall & Police Station - 05/01/2023	193.00
130	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	07-3976	Exterior Pest Control - City Hall & Police - 07/01/2023	80.00
131	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	07-3977	Interior Pest Control - City Hall & Police Station - 07/01/2023	193.00
132	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1163958	Pest Control - City Hall - 07/12/2023	160.00

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133	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1163989	Pest Control - Police Station - 07/12/2023	160.00
134	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1164014	Pest Control - History Center - 07/12/2023	100.00
135	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1164017	Pest Control - Metra Train Station - 07/12/2023	50.00
136	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4159899827	Mat Service - Metra Train Station - 06/28/2023	38.28
137	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4159899857	Mat Service - Police Station - 06/28/2023	138.77
138	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4160494400	Mat Service - Metra Train Station - 07/05/2023	38.28
139	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4161290355	Mat Service - Police Station - 07/12/2023	138.77
140	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4161290372	Mat Service - Metra Train Station - 07/12/2023	38.28
141	6195	Miscellaneous Contractual Services	5214 State Industrial Products	902968982	Drain Maintenance 07/08/2023 - City Hall	115.93
142	6315	R&M Buildings & Structures	1025 Bedco Inc	098953	Filter Change - PW Gun Range - 07/03/2023	1,594.60
143	6315	R&M Buildings & Structures	1025 Bedco Inc	098971	Service Contract - 07/11/2023	3,047.50
144	6315	R&M Buildings & Structures	5698 Doors Done Right Inc	13342	Door Replacement - Fire Station #61 - 07/07/2023	3,380.00
145	6315	R&M Buildings & Structures	1018 Anderson Lock Company LTD	7106900	Handicapped Door Operator - City Hall - 07/05/2023	1,248.00
146	6315	R&M Buildings & Structures	8772 Helm Service	CHI191663	HVAC Repair - PW - 06/30-07/02/2023, R-228-22	264.00
147	6315	R&M Buildings & Structures	8772 Helm Service	CHI191664	HVAC Repair - Police Station - 06/30-07/02/2023, R-228-22	528.00
148	6315	R&M Buildings & Structures	8772 Helm Service	CHI191790	HVAC Repair - PW - 07/09/2023, R-228-22	349.70
149	7000	Office Supplies	1644 Warehouse Direct Inc	5498741-0	Notebook, Markers, Copy Paper, Pens, Notes - PW	17.91
150	7000	Office Supplies	1644 Warehouse Direct Inc	5526838-0	Pads, Markers, Copy Paper, Tape - PW	14.78
151	7020	Supplies - Safety	1057 Menard Incorporated	19959	Nitrile Gloves	23.98
152	7020	Supplies - Safety	1043 WW Grainger Inc	9752400540	10 Eye Wash Bottles	20.38
153	7025	Supplies - Custodial	1028 Case Lots Inc	18608	15 Cartons of Can Liners	677.50
154	7025	Supplies - Custodial	1057 Menard Incorporated	19964	3 Bottles Fabuloso	35.67
155	7025	Supplies - Custodial	8244 Des Plaines Ace Hardware	4109	Wood Handle, Squeegee, Scrubber, Glass Cleaner	42.26
156	7025	Supplies - Custodial	1029 Cintas Corporation	4158503513	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	187.37
157	7025	Supplies - Custodial	1029 Cintas Corporation	4159899760	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	288.86
158	7025	Supplies - Custodial	1029 Cintas Corporation	4160494447	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	163.33
159	7025	Supplies - Custodial	1029 Cintas Corporation	4161290405	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	187.37
160	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	4251	2 Rolls Duct Tape	26.98
161	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0076472	Paint & Nitrile Gloves - PW	62.86

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
162	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1123663	3 Keys Cut, Key Tag, & Key Ring - Metra Train Station	17.38
163	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1124024	Door Operator - City Hall	1,998.50
164	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1124691	Cylinders - Metra Train Station	265.45
165	7045	Supplies - Building R&M	1057 Menard Incorporated	14150	LED Light, Hex Head, Spray Paint, Outlets, Etc. - PW	62.59
166	7045	Supplies - Building R&M	1057 Menard Incorporated	18824	Washers, Hex Heads, & Quad Nickels	31.04
167	7045	Supplies - Building R&M	1057 Menard Incorporated	18882	Dowel, Tape Measure, Adhesive, Nails, Edging - Fire Station #62	50.33
168	7045	Supplies - Building R&M	1057 Menard Incorporated	18928	Washers, Door Sweep, Drill Bits, Bumpers, Etc. - PW	69.54
169	7045	Supplies - Building R&M	1057 Menard Incorporated	18929	3 Plugs - PW Shop	25.11
170	7045	Supplies - Building R&M	1057 Menard Incorporated	18931	Red Lock Cord - Fire Station #61	20.99
171	7045	Supplies - Building R&M	1057 Menard Incorporated	19007	Sealant, Hose, Teflon Tape, & Ball Valve - PW	34.13
172	7045	Supplies - Building R&M	1057 Menard Incorporated	19035	8 Air Filters - PW	63.92
173	7045	Supplies - Building R&M	1057 Menard Incorporated	19094	Body Filler - PW	11.49
174	7045	Supplies - Building R&M	1057 Menard Incorporated	19225	Duck Patch, Roof Patch, Primer, Putty Knives - Fire Station #63	154.85
175	7045	Supplies - Building R&M	1057 Menard Incorporated	19296	No Trespassing & Private Property Signs	5.16
176	7045	Supplies - Building R&M	1057 Menard Incorporated	19312	Caulk & Duck Patch - Fire Station #63	(39.16)
177	7045	Supplies - Building R&M	1057 Menard Incorporated	19352	Electrical Wire - City Hall	84.00
178	7045	Supplies - Building R&M	1057 Menard Incorporated	19386	Air Conditioner, Sleeve, Outlet, Outlet Plate - Fire Station #62	705.93
179	7045	Supplies - Building R&M	1057 Menard Incorporated	19389A	Rubber Patch Repair Kit - Fire Station #63	64.99
180	7045	Supplies - Building R&M	1057 Menard Incorporated	19395	Rubber Caulk - Fire Station #63	10.99
181	7045	Supplies - Building R&M	1057 Menard Incorporated	19396	Returned A/C Sleeve - Fire Station #62	(99.99)
182	7045	Supplies - Building R&M	1057 Menard Incorporated	19397	Toggles, Electrical Boxes, Conduit - City Hall	64.57
183	7045	Supplies - Building R&M	1057 Menard Incorporated	19398	5 Construction Mats - City Hall	119.87
184	7045	Supplies - Building R&M	1057 Menard Incorporated	19401	Outdoor Timer - City Hall	8.98
185	7045	Supplies - Building R&M	1057 Menard Incorporated	19409	Connector - Fire Station #61	12.99
186	7045	Supplies - Building R&M	1057 Menard Incorporated	19458	Wall Repair Fabric & EZ Sand - City Hall	38.13
187	7045	Supplies - Building R&M	1057 Menard Incorporated	19459	Toggle Bolt, Washers, Tapcon Hex - PW	27.71
188	7045	Supplies - Building R&M	1057 Menard Incorporated	19603	Drain Gasket, Putty, Washers, P-Trap, Etc. - Fire Station #62	50.60

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189	7045	Supplies - Building R&M	1057 Menard Incorporated	19651	Dust Control Pail, Primer, Angle - City Hall 6th Floor	64.21
190	7045	Supplies - Building R&M	1057 Menard Incorporated	19661	Returned Construction Mats - City Hall	(98.90)
191	7045	Supplies - Building R&M	1057 Menard Incorporated	19788	Florescent Lights & Hex Locks - City Hall	95.64
192	7045	Supplies - Building R&M	1057 Menard Incorporated	19958	Duck Patch, Screws, Brush Set, Flashing - Food Pantry	89.27
193	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2071314	Electrical Parts - PW Mechanic's Bay	135.20
194	7045	Supplies - Building R&M	1135 Colley Elevator Co	244678	Elevator Inspections - Theater - 07/01/2023	185.00
195	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	3529-0	Paint - PW Door	69.51
196	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	3745-7	Paint Quart - Fire Station #61	28.49
197	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4025997	Insulation - City Hall 6th Floor	112.20
198	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	4045	Fasteners - City Hall	11.00
199	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	4182-2	25 Gallons Paint - City Hall	215.90
200	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	4231	V-Belt - Fire Station #61	6.29
201	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	4249	Drain Plunger & J Bend - Fire Station #62	28.78
202	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	4274	8 Fasteners - Metra Train Station	6.32
203	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6514338	Gloves, Hardener, Sanding Discs, Primer - PW Door	93.81
204	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8071957	2 Sanding Discs - PW Door	23.94
205	7045	Supplies - Building R&M	5214 State Industrial Products	902960963	Primezyme - City Hall	324.50
206	7045	Supplies - Building R&M	1237 Pro-Line Door Systems Inc	95763	Programmed 15 Door Transmitters 07/17/2023 - PW	2,003.50
207	7045	Supplies - Building R&M	1043 WW Grainger Inc	9754470467	Fire Extinguisher Cabinet - PW	72.80
208	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/064913	8 Bi-Pins & 2 LED Lights - City Hall Finance	99.40
209	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/064935	6 LED Lights - City Hall Finance	110.04
210	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	W07849	2 Strike Kits - Metra Train Station	290.90
211	7200	Other Supplies	1057 Menard Incorporated	19244	6 Cases Bottled Water - City Hall	16.74
212	7200	Other Supplies	1057 Menard Incorporated	19726	14 Cases Bottled Water - City Hall	48.72
213	7320	Equipment < \$5,000	1043 WW Grainger Inc	9744067977	Job Box	1,339.71
Total 535 - Facilities & Grounds Maintenance					22,948.42	

Division: 540 - Vehicle Maintenance						
214	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2535491	88 Tires Recycled - 07/01/2023	338.64
215	6040	Waste Hauling & Debris Removal	8076 Excel Oil Service	E0022718	250 Gals Oil Recycled - 07/07/2023	75.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
216	6135	Rentals	1029 Cintas Corporation	4159968557	Mechanic's Uniform Rental - 06/28/2023	231.68
217	6135	Rentals	1029 Cintas Corporation	4160762526	Mechanic's Uniform Rental - 07/06/2023	231.68
218	6135	Rentals	1029 Cintas Corporation	4161371823	Mechanic's Uniform Rental - 07/12/2023	231.68
219	6190	Tow/Storage/Abandoned Fees	5874 Suburban Towing & Recovery Inc	167497	Towing Services - Fire 7706 - 05/31/2023	431.25
220	6195	Miscellaneous Contractual Services	8481 Linde Gas & Equipment Inc	36657392	Cylinder Rental - 05/20-06/20/2023	1,032.09
221	6305	R&M Equipment	1071 Pomp's Tire Service Inc	280150299	Tire Repair - PW 5033 & PW 5055 - 06/28/2023	837.60
222	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	213975999000006	7 Car Washes - PW June 2023	49.00
223	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	23481	All Wheel Alignment 06/22/2023 - Police 6086	130.00
224	6310	R&M Vehicles	8853 Wilmette Truck & Bus	2479	Safety Lane Inspections - 06/27/2023	80.00
225	6310	R&M Vehicles	2016 Signarama	43955	Fabricate Decals & Install - PW 5139 & PW 5144 - 07/06/2023	300.00
226	6310	R&M Vehicles	3315 Regional Truck Equipment	59771	Spray-On Bed Application - PW 5138 - 06/19/2023	675.00
227	6310	R&M Vehicles	3315 Regional Truck Equipment	59852	Spray-On Bed Application - PW 5139 - 07/10/2023	675.00
228	6310	R&M Vehicles	1643 Golf Mill Ford	887116	A/C Repair - PW 6096 - 06/27/2023	1,505.99
229	6310	R&M Vehicles	1643 Golf Mill Ford	887649	Coolant Leak Repair - Police 6098 - 06/30/2023	321.07
230	7000	Office Supplies	1644 Warehouse Direct Inc	5498741-0	Notebook, Markers, Copy Paper, Pens, Notes - PW	17.91
231	7000	Office Supplies	1644 Warehouse Direct Inc	5526838-0	Pads, Markers, Copy Paper, Tape - PW	14.78
232	7020	Supplies - Safety	1043 WW Grainger Inc	9752400540	10 Eye Wash Bottles	20.38
233	7020	Supplies - Safety	1043 WW Grainger Inc	9767450563	2 Brooms & 2 Dust Pan Kits - PW Shop	29.46
234	7030	Supplies - Tools & Hardware	6224 Bumper to Bumper	408-1336813	6 Vinyl Erasers - PW Shop	259.74
235	7030	Supplies - Tools & Hardware	8454 NAPA Auto Parts	866455	Returned Coupler - Police 6923	(56.88)
236	7035	Supplies - Equipment R&M	1677 Wholesale Direct Inc	000263880	Linch Pins & Snapper Pins - PW Stock	113.15
237	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	864334	Oil Filter & Motor Oil - Police 6915	41.02
238	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	867199	Bearing & Wheel Bearing - PW 5097	36.37
239	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	HY3616	Grinding Bits - PW 5B27	632.50
240	7035	Supplies - Equipment R&M	1564 EJ Equipment Inc	P09943	Wheel Studs, Nuts, Seals, Gaskets - PW 5097	1,161.51
241	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI20298423	Switch & Harness - PW 5090	16.20
242	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI20299905	Fuel Fitting - PW Stock	11.99
243	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_341280	Stop Light Switch - PW 5082	56.34

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
244	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_342257	2-Wire - PW 5139	0.59
245	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0366640	Radiator, Oil Filter, A/C Tubes - Police 6073 & Police Stock	545.93
246	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	101143064	Belt, Cartridge, Kim Brites, Tubing, Clamps, Etc. - PW Stock	458.02
247	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-159872	Inner Door Latch - Police 6923	105.62
248	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1338229	Loaded Struts - Police 6073 - 07/06/2023	329.98
249	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	411032942	4 Tires - PW 2008	485.72
250	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	554836P	4 Lock Pins - Police Stock	5.20
251	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	554983P	Seat Handle - PW 5113	14.10
252	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	554984P	Seat Cover & Pads - Police 6081 & PW Stock	415.42
253	7040	Supplies - Vehicle R&M	1739 Morton Grove Automotive Inc	61580	Alternator - Fire 7706 - 06/28/2023	695.00
254	7040	Supplies - Vehicle R&M	1739 Morton Grove Automotive Inc	61588	Alternator - Fire 7703 - 06/30/2023	695.00
255	7040	Supplies - Vehicle R&M	1739 Morton Grove Automotive Inc	61596	Alternator - Fire Stock	995.00
256	7040	Supplies - Vehicle R&M	5193 Fast MRO Supplies Inc	7326	Oil Dry - PW Shop	653.75
257	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	864198	Diesel Exhaust Fluid - PW Stock	1,151.04
258	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	864522	Returned Core Deposits - PW Shop	(108.00)
259	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	865699	Filter & Drain Plug - Police 6928	12.69
260	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	865703	Oil Drain Plug - Police 6928	4.85
261	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	865748	Windshield Washer Pump - PW 5130	15.05
262	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	865788	3 Batteries & 3 Core Deposits - Fire 7706	520.38
263	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	865833	Core Deposits Returned - Fire 7706	(81.00)
264	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	865997	Returned Drain Plug - Police 6928	(2.05)
265	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	866050	Power Lock Actuator - Police 6923	126.63
266	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	866060	Oxygen Sensor - PW 5077	40.75
267	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	866287	Trailer Hitch Pin - Police 6111	4.38
268	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	866455	Returned Coupler - Police 6923	(126.63)
269	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	866471	5 Batteries & 5 Core Deposits - Fire 7708 & PW Stock	836.96
270	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	866698	Returned Core Deposits & Oxygen Sensor	(166.75)
271	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	867142	30 Lbs Refrigerant	202.30

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
272	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	867178	Returned Core Deposits	(45.00)
273	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	867268	Wheel Bearing & Hub Assembly - PW 5043	427.57
274	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P22732	Air Cleaner - Fire 7609	242.36
275	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101120384:01	2 Seat Cushions - Fire 7706	244.72
276	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101120889:01	Radiator & Pins - Fire 7707	900.95
277	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101121009:01	Antifreeze - Fire Stock	398.36
278	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101121049:01	Ignition Switch - Fire 7706	20.99
279	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101121137:01	Lower Seat Cushion - Fire 7707	122.36
280	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101121137:02	Lower Seat Cushion - Fire 7707	122.36
281	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101121556:01	2 Air Compressors - Fire 7706 & Fire 7708	377.98
282	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101121917:01	Seal Rings - Fire 7706 & Fire 7708	79.90
283	7120	Gasoline	8331 Avalon Petroleum Company Inc	470001	5,500 Gals Unleaded Gasoline - 06/19/2023, R-162-22	12,467.97
284	7130	Diesel	8331 Avalon Petroleum Company Inc	028398	1,500 Gals Diesel Fuel - 06/28/2023, R-162-22	1,932.32
285	7320	Equipment < \$5,000	1043 WW Grainger Inc	9762205210	Returned 3 Bumper Stops - PW Shop	(46.56)
Total 540 - Vehicle Maintenance					34,576.36	

Total 50 - Public Works & Engineering	154,146.17
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Police Department						
Division: 610 - Uniformed Patrol						
286	5325	Training	1261 Northeast Multiregional Training	330478	Close Qtr Handgun Class 7/5-7/6/2023 (2 OFC)	600.00
287	5325	Training	1261 Northeast Multiregional Training	330504	Building Entry Class 7/5-7/6/2023 (2 Ofc)	350.00
288	7200	Other Supplies	2509 Lynn Peavey Co	401667	Fingerprint Powder	105.69
289	7200	Other Supplies	2509 Lynn Peavey Co	402314	5 Packs of Narcotics NIK Tests	132.50
290	7300	Uniforms	1244 Ray O'Herron Company Inc	2279658	Uniforms for New Officer 6/27/2023	899.21
291	7300	Uniforms	1244 Ray O'Herron Company Inc	2280552	Uniforms for New Officer 6/27/2023	506.90
Total 610 - Uniformed Patrol					2,594.30	

Division: 620 - Criminal Investigation						
292	6015	Communication Services	1315 IL Public Safety Agency Network	0046983	Leads App for 3 Phones 6/1-12/31/2023	198.00
293	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	06346181	Investigations Database 5/26-6/25/2023	712.40
294	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20230630	Investigations Database 6/1-6/30/2023	383.90
295	6195	Miscellaneous Contractual Services	8081 Verizon Wireless LLC	233289890	Telephone Location for 2023 Case 02/24-03/01/2023	40.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
296	6195	Miscellaneous Contractual Services	8081 Verizon Wireless LLC	233821560	Telephone Records Retrieval & Admin Fee for 2023 Case 2/24-3/1	90.00
297	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	848579184	Investigations Database 6/1-6/30/2023	367.26
298	7500	Postage & Parcel	1041 Federal Express	8-183-63600	Delivery Service 06/27-06/30/2023	103.60
299	7500	Postage & Parcel	1041 Federal Express	8-189-75592	Shipping Services 7/6/2023 (Evidence)	22.82
Total 620 - Criminal Investigation					1,917.98	

Division: 630 - Support Services						
300	6000	Professional Services	5975 Aero Removals Trisons Inc	21088CR36	Removal and Transport of 3 Deceased June 2023	1,200.00
301	6000	Professional Services	7510 RE Walsh & Associates Inc	23921	FBI-BGI Fingerprint Services-Case# 23-11280 5/17/2023	250.00
302	6110	Printing Services	1233 Press Tech Inc	51350	3 Boxes of Business Cards 6/30/2023	90.00
303	6195	Miscellaneous Contractual Services	1818 Northwest VoltWagon	112020	Battery Booster Rental 3rd Quarter 2023	93.00
304	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8004272742	Shredding Services 06/09-06/30/2023	397.98
305	6195	Miscellaneous Contractual Services	6695 Finalcover LLC	CS1601690	2023 Video Redaction Software for Analyst	2,786.00
306	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	142	52 Car Washes June 2023	208.00
307	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-23022-5	2023 Service Agreement for Range Cleaning and Maint 5/25/2023	4,688.50
308	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-23022-6	2023 Service Agreement for Range Cleaning and Maint 6/29/2023	692.50
309	7000	Office Supplies	1644 Warehouse Direct Inc	5523715-0	8 Cartons of Paper and 2 Dozen Markers	455.84
310	7000	Office Supplies	1644 Warehouse Direct Inc	5525330-0	4 Cartons of Paper	295.96
311	7000	Office Supplies	1644 Warehouse Direct Inc	5529181-0	2 Dozen Markers	16.96
312	7000	Office Supplies	1644 Warehouse Direct Inc	5529748-0	1 Dozen Markers	12.33
313	7015	Supplies - Police Range	1244 Ray O'Herron Company Inc	2280422	40,000 Rds of 9mm 115 GR, FMJ Ammunition	8,760.00
314	7300	Uniforms	1489 JG Uniforms Inc	118206	1 Pair of Uniform Bike Shorts	76.00
315	8015	Equipment	8806 Flock Group Inc	INV-12948	10 Cameras Advanced Search	7,500.00
Total 630 - Support Services					27,523.07	

Total 60 - Police Department	32,035.35
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Fire Department						
Division: 100 - Administration						
316	5310	Membership Dues	1349 MABAS Mutual Aid Box Alarm System Division 3	IL2302	2023 MABAS Division 3- IL State Dues - Dept-Wide	762.00
317	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071023	Water Delivery Service 06/22/2023	35.07
Total 100 - Administration					797.07	

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Division: 710 - Emergency Services						
318	5325	Training	1252 NIPSTA	23-472727	Regional Joint Multi - Company Spring Drill 06/26-06/30/2023	1,200.00
319	5325	Training	1743 IL Fire Chiefs Association	5659	Advanced Fire Officer Class 10/23/23-1 Paramedic, 2 Engineers	3,000.00
320	5325	Training	3792 Illinois, University of	UFIW9357	Instructor I Class 06/12/2023 - Paramedic	350.00
321	5345	Post-Employment Testing	1267 Northwest Community Hospital	31023	11 Fire Annual Physicals, 6 Probationary Testing 6/5-6/30/2023	5,595.00
322	6035	Dispatch Services	5973 Emergency Twenty Four Inc	68912	R-48-23 - Elevator Alarm Dispatch Fees June 2023	1,608.00
323	6305	R&M Equipment	1670 Arlington Power Equipment Inc	156989	Chainsaw Repair 05/01/2023	253.55
324	7000	Office Supplies	1644 Warehouse Direct Inc	5531517-0	4 Cases Copy Paper	249.96
325	7025	Supplies - Custodial	1043 WW Grainger Inc	9758461207	4 Cases Paper Towels, 3 Cases Cleaner	222.52
326	7025	Supplies - Custodial	1043 WW Grainger Inc	9758514641	6 Cases Paper Towels	190.50
327	7025	Supplies - Custodial	1043 WW Grainger Inc	9758700778	2 Cases Trash Bags	54.30
328	7025	Supplies - Custodial	1043 WW Grainger Inc	9758844097	2 Cases of Paper Towels & 3 Cases of Toilet Paper Rolls	274.34
329	7025	Supplies - Custodial	1043 WW Grainger Inc	9759666887	5 Cases Toilet Paper, 2 Cases Paper Towels	481.67
330	7025	Supplies - Custodial	1043 WW Grainger Inc	9764062213	1 Case Paper Towels	98.52
331	7200	Other Supplies	7261 FireCraft Safety Products LLC	23-3018	8 Pellistor Sensors	2,014.83
332	7200	Other Supplies	1571 Welding Industrial Supply	R03066069	14 Cylinders, Balloon Filler - June 2023	164.97
333	7300	Uniforms	3212 On Time Embroidery Inc	111658	Polo - Engineer	46.00
334	7300	Uniforms	3212 On Time Embroidery Inc	112957	Jogger - Lieutenant	108.00
335	7300	Uniforms	3212 On Time Embroidery Inc	113827	4 Pants - Paramedic	286.00
336	7320	Equipment < \$5,000	1148 WS Darley & Co	17501189	10 Pairs Gloves, 10 Retractor Gear, 6 Flashlights	1,710.57
337	7320	Equipment < \$5,000	1080 Air One Equipment Inc	195198	11 Gloves, 10 Safety Glasses	774.00
338	7320	Equipment < \$5,000	1080 Air One Equipment Inc	195199	12 G1 Regulators	265.00
339	7320	Equipment < \$5,000	1080 Air One Equipment Inc	195388	5 Gloves	165.00
Total 710 - Emergency Services					19,112.73	

Division: 720 - Fire Prevention						
340	6110	Printing Services	1233 Press Tech Inc	51368	1 Box of Business Cards 07/12/2023	30.00
341	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071023	Water Delivery Service 06/22/2023	52.97
342	7300	Uniforms	3212 On Time Embroidery Inc	111829	4 Polo Shirts - Division Chief	184.00
Total 720 - Fire Prevention					266.97	

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Division: 730 - Emergency Management Agency						
343	6015	Communication Services	1936 DTN LLC	6332685	2023 Weather and Billing Support for EMA 08/08/2023 - 09/07/2023	431.00
344	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071023	Water Delivery Service 06/22/2023	(12.00)
345	7300	Uniforms	3212 On Time Embroidery Inc	106255	Job Shirt - EMA	66.00
346	7300	Uniforms	3212 On Time Embroidery Inc	106256	Job Shirt - EMA	66.00
347	7300	Uniforms	3212 On Time Embroidery Inc	106257	Job Shirt - EMA	66.00
348	7300	Uniforms	3212 On Time Embroidery Inc	106311	Job Shirt - EMA	66.00
349	7300	Uniforms	3212 On Time Embroidery Inc	106397	Job Shirt - EMA	66.00
350	7300	Uniforms	3212 On Time Embroidery Inc	108121	Job Shirt - EMA	66.00
351	7300	Uniforms	3212 On Time Embroidery Inc	109160	Zip Job Shirt - EMA	72.00
352	7300	Uniforms	3212 On Time Embroidery Inc	114305	Job Shirt - EMA	66.00
Total 730 - Emergency Management Agency					953.00	

Total 70 - Fire Department	21,129.77
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Department: 75 - Fire & Police Commission						
353	5340	Pre-Employment Testing	5372 COPS & FIRE Personnel Testing Service	108213	Pre-Employment Psychological Testing Services 6/20/2023	450.00
354	5340	Pre-Employment Testing	1267 Northwest Community Hospital	31209	1 BFPC New Hire Testing 6/27/2022	757.00
355	5340	Pre-Employment Testing	1483 Personnel Evaluation Inc	48162	PD PEP - Pep Billing 6/01-6/30/2023	250.00
356	5340	Pre-Employment Testing	5213 Shaughnessy, Kevin W	M0703	11 Pre-Employment Polygraph Testing Services 6/15-7/23/2023	2,530.00
357	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	17008	Legal Fees June 2023	4,380.00
358	7200	Other Supplies	2016 Signarama	43949	Nameplate and Desk Plate for BFPC Commissioner 07/05/2023	96.75
Total 75 - Fire & Police Commission					8,463.75	

Department: 90 - Overhead						
359	6025	Administrative Services	1005 A/R Concepts Inc	CDP101 Aug 2021A	Collections for Services Aug 2021 - Parking Tickets	101.53
360	6025	Administrative Services	1005 A/R Concepts Inc	CDP101 Oct 2021	Collections for Services Oct 2021 - Parking Tickets	35.01
361	6025	Administrative Services	1005 A/R Concepts Inc	CDP101 Sept 2021	Collections for Services Sept 2021 - Parking Tickets	63.01
362	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	072023DPIL	Collections for Services June 2023 - Ambulance Fees	11,730.38
Total 90 - Overhead					11,929.93	

Total 100 - General Fund	393,272.60
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City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 208 - TIF #8 Oakton					
363	6000	Professional Services	1123 Christopher B Burke Engineering LTD	184702 R-172-22 TO #2 - Oakton/Maple Drainage Eng Svcs 05/28-06/24/2023	725.00
Total 208 - TIF #8 Oakton					725.00

Fund: 230 - Motor Fuel Tax Fund					
364	6000	Professional Services	7355 Soil & Material Consultants Inc	49069 2023 CIP Pavement Coring Services 06/26/2023	1,185.00
365	6155	Sidewalk Improvements	1364 Martam Construction	2023-Concrete-P3 2023 CIP Concrete Improvements 06/22-07/14/2023 R-77-23	85,857.48
366	6330	R&M Traffic Signals	2032 Mount Prospect, Village of	2023-00550003 Traffic Signal Maintenance 04/01-06/30/2023	148.50
367	6330	R&M Traffic Signals	1206 Illinois, State of	63651 R-136-22 Traffic Signal Maintenance 04/01-06/30/2023	20,670.46
368	8100	Improvements	1364 Martam Construction	2022-Concrete-P9 2022 CIP Concrete Improvements 06/22-07/14/2023 R-118-22	257,434.86
369	8100	Improvements	1086 Arrow Road Construction Company	2023-CIP-MFT-P3 R-88-23 CIP MFT 23-00228-00-RS - Street Imp. 5/31-7/18/23	722,415.98
370	8100	Improvements	1364 Martam Construction	2023-Concrete-P3 2023 CIP Concrete Improvements 06/22-07/14/2023 R-77-23	133,220.10
Total 230 - Motor Fuel Tax Fund					1,220,932.38

Fund: 250 - Grant Projects Fund					
Program: 2520 - Capital Grants					
371	6000	Professional Services	4001 Rick Hiton & Associates	01230025 Hazard Mitigation Program - 1277 E River Dr Appraisal 03/15/23	400.00
372	6005	Legal Fees	8133 Elrod Friedman LLP	13440 6-23 Non-Retainer IEMA & FEMA Review Phase 5	1,494.50
373	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	206555-0L60001 Legal Fees-Ballard Rd Sidepath-2520 Ballard Rd 03/16/2023	75.00
374	6005	Legal Fees	8519 Wolin Law Group LLC	2138-0LN0016 Legal Fees-Lee & Forest TL 1286 Lee St 03/30-03/31/2023	175.00
375	6005	Legal Fees	4331 Wheatland Title Guaranty Company	669331-0L60001 Title Commitment Fees - Ballard Sidepath 10/06/2022	65.00
Total 2520 - Capital Grants					2,209.50

Total 250 - Grant Projects Fund					2,209.50
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Fund: 260 - Asset Seizure Fund					
Program: 2610 - Customs					
376	8015	Equipment	1035 Dell Marketing LP	10681797813 Laptop Computer for Records Analyst	2,495.00
377	8015	Equipment	1035 Dell Marketing LP	10683079170 Laptop Computer for Records Supervisor	2,495.00
Total 2610 - Customs					4,990.00

Program: 2620 - DEA					
378	6195	Miscellaneous Contractual Services	6851 Axon Enterprise Inc	INUS167563 Taser 7 Subscription Year 1 of 5 (June 2023-June 2024)	9,741.16
379	7320	Equipment < \$5,000	1043 WW Grainger Inc	9756260999 Sledge Hammer	64.89

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
380	8015 Equipment	1302 Extendedobed Company	3026	Equipment Pull-out Storage Drawer for TRT Vehicle	8,309.00
Total 2620 - DEA					18,115.05

Total 260 - Asset Seizure Fund	23,105.05
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Fund: 400 - Capital Projects Fund					
381	6000 Professional Services	5659 V3 Companies of Illinois Ltd	17050-35	Engr Svcs-S-Curve Bike/Ped Underpass Ph 1 05/28-06/24/2023	1,884.24
382	6000 Professional Services	1123 Christopher B Burke Engineering LTD	184700	R-113-23 TO #4 - 2023 CIP Const Eng Services 05/28-06/24/2023	30,636.25
383	6000 Professional Services	1123 Christopher B Burke Engineering LTD	184701	R-96-23 TO #3 - Craig Manor Drainage Eng Svcs 05/28-06/24/2023	700.00
384	6000 Professional Services	1079 AECOM Technical Services Inc	2000777807	R-135-22 - Pavement Management Program Engr Svcs 05/27-06/30/23	4,438.96
385	6000 Professional Services	1079 AECOM Technical Services Inc	2000779692	R-38-23 Task Order No. 5 - 2023 Resident Eng Svcs 4/29-6/30/2023	30,002.42
386	6000 Professional Services	1199 Spaceco Inc	93642	R-37-23 TO #4 - 2023 CIP Construction Eng Svcs 05/28-06/24/2023	7,485.00
387	6000 Professional Services	1281 Des Plaines Park District	LODisconnect-002	R-85-21 Engr Svcs-Lake Park Storm Sewer Outlet 05/27/22-04/14/23	8,658.77
388	6140 Leases	1562 Wisconsin Central LTD	9500252783	Oakton Underground Wire Lease 3125W 8/1/2023-7/31/2024	388.97
389	8100 Improvements	1732 Traffic Control & Protection Inc	2021-SIGN-P2-FNL	R-70-21 2021 CIP Sign Replacement 07/02/2021-05/30/2023	38,644.79
390	8100 Improvements	8618 Swallow Construction Corporation	2022-A-P12 FINAL	R-82-22 2022 CIP Contract A 05/27-07/12/2023	82,944.06
391	8100 Improvements	8618 Swallow Construction Corporation	2023-A-P3	R-89-23 2023 CIP Contract A 06/23-07/07/2023	252,843.08
Total 400 - Capital Projects Fund					458,626.54

Fund: 410 - Equipment Replacement Fund					
392	8020 Vehicles	3315 Regional Truck Equipment	59851	Truck Upfitting - PW 5139 - 07/10/2023, R-79-23	14,992.00
Total 410 - Equipment Replacement Fund					14,992.00

Fund: 420 - IT Replacement Fund					
393	8000 Computer Software	1322 Insight Public Sector	1101069370	30 Netmotion Licenses for City Use 6/28/23 - 6/28/24	1,182.00
394	8000 Computer Software	1302 Extendedobed Company	3026	Equipment Pull-out Storage Drawer for TRT Vehicle	110.00
395	8005 Computer Hardware	5068 IT Savvy LLC	014331148	28 Cisco 9300 Switches for City Hall Partial Payment	8,083.04
396	8005 Computer Hardware	1035 Dell Marketing LP	10682183873	10 Dell 24" Monitors for City Use	1,743.90
397	8005 Computer Hardware	1035 Dell Marketing LP	10684337647	Laptop for Asst Dir of PW	2,495.00
Total 420 - IT Replacement Fund					13,613.94

Fund: 430 - Facilities Replacement Fund					
398	6000 Professional Services	3338 Gabriel Environmental Services	0723L0018	Phase 1 Site Assessment - 269 S River Rd - 06/16/2023	2,200.00

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
399	6000	Professional Services	1398 Gremley & Biedermann	152874 Land Title Survey 269 River Road 05/26/2023	4,407.00
400	6000	Professional Services	1112 Architectural Consulting Group LTD	C23-319 TO#4 Exterior Assessment - CH & PW - 07/04/2023	8,725.00
401	6000	Professional Services	1112 Architectural Consulting Group LTD	C23-320 TO #5-South Wall Facade Repair Engineering - Library - 06/29/23	8,200.00
402	6000	Professional Services	5635 Weber Group Management Inc	WG23-393 Asbestos Testing - Leela Building - 07/13/2023	500.00
403	6315	R&M Buildings & Structures	7706 Lakeshore Recycling Systems LLC	0005256260 Construction Roll Off Dumpsters - Leela - 03/01-03/15/2023	2,789.40
404	6315	R&M Buildings & Structures	8772 Helm Service	CHI191789 Boiler Repairs - Leela Building - 07/16/2023	18,727.04
405	6315	R&M Buildings & Structures	7706 Lakeshore Recycling Systems LLC	LR5379382 Trash Removal - Leela Building - 06/30/2023	252.00
406	7045	Supplies - Building R&M	1057 Menard Incorporated	14140 Screwdrivers, Febreeze, Cartridges - Leela Building	55.87
407	7045	Supplies - Building R&M	1057 Menard Incorporated	19008 Lumber - Leela Building	76.20
408	7045	Supplies - Building R&M	1057 Menard Incorporated	19069 2 Aluminum Angles - Leela	97.78
409	7045	Supplies - Building R&M	1057 Menard Incorporated	19223 6 Circular Saw Blades - Leela Building	71.94
Total 430 - Facilities Replacement Fund					46,102.23

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 550 - Water Systems						
410	5320	Conferences	8290 Ritthamel, Daniel	Reimb 06/11/2023	Reimb Airfare-EPA Regulatory Class- Street Oper-06/11-06/15/2023	872.19
411	6140	Leases	1562 Wisconsin Central LTD	9500252784	Lease Water Easement 8/1/2023- 7/31/2024 Doc 3155W	388.97
412	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	214731	IEPA Water Testing - 04/18- 05/23/2023	2,860.00
413	6195	Miscellaneous Contractual Services	4022 M E Simpson Co Inc	40274	TO#10 Valve Shutdown & Exercising - 03/13-03/28/2023, R-213-21	19,600.00
414	6195	Miscellaneous Contractual Services	1367 Meade Inc	704785	Traffic Loops Repair - Dempster/Mount Prospect - 05/23/2023	2,513.03
415	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9691	TO#26 Meter Install - Howard - 12/03/2022-01/27/2023, R-174-21	13,274.00
416	6305	R&M Equipment	1575 Pirtek O'Hare	OH-T00025033	Hydraulic Hoses & Fittings 06/27/2023 - PW 9014	148.94
417	6335	R&M Water Distribution System	1355 MQ Construction Company	7-10-23-1	Emergency Water Main Replacement - Golf & 3rd Ave - 07/10/2023	10,305.46
418	6335	R&M Water Distribution System	1355 MQ Construction Company	7-10-23-2	Emergency Water Main Replacement- Howard & Clearwater-07/10/2023	10,629.59
419	6335	R&M Water Distribution System	5772 Berger Excavating Contractors Inc	DPL_WM_01	Emergency Water Main Replacement - 1280 Miner - 06/27/2023	17,475.00
420	7000	Office Supplies	1644 Warehouse Direct Inc	5498741-0	Notebook, Markers, Copy Paper, Pens, Notes - PW	17.91

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
421	7000	Office Supplies	1644 Warehouse Direct Inc	5526838-0	Pads, Markers, Copy Paper, Tape - PW	14.78
422	7020	Supplies - Safety	4093 White Cap LP	50022772824	Ear Plugs & Gloves	303.76
423	7020	Supplies - Safety	1043 WW Grainger Inc	9750867906	3 Eye Wash Station Refills	182.37
424	7020	Supplies - Safety	1043 WW Grainger Inc	9752400540	10 Eye Wash Bottles	20.38
425	7020	Supplies - Safety	1043 WW Grainger Inc	9759938377	Straight Ladder	229.87
426	7020	Supplies - Safety	1550 Addison Building Material Co	990721	Safety Chains & Straps	440.54
427	7020	Supplies - Safety	2067 Cutler Workwear	PS-INV021868	2 Pair Muck Boots	278.90
428	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	4184	Impact Wrench, Ratchet, Socket, Battery, Charger	552.25
429	7030	Supplies - Tools & Hardware	1536 Snap On Industrial	ARV/57946745	5 Sockets - PW	177.00
430	7030	Supplies - Tools & Hardware	1536 Snap On Industrial	ARV/57955262	10 Sockets - PW	376.60
431	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SPI20297103	Drain Spade, 2 Round Point Shovels, Square Shovel, Etc.	91.98
432	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	4256	Fuel Mix	43.98
433	7035	Supplies - Equipment R&M	1274 O'Leary's Contractors Equipment & Supply Inc	468915	Cutoff Saw & Blades	1,937.00
434	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	864468	4 Filters - PW 9037	119.58
435	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	864763	Spark Plug - PW Stock	1.94
436	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	HY3949	Antifreeze - PW 9035	188.28
437	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	864658	Air Filter - PW 9057	13.33
438	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	867142	30 Lbs Refrigerant	57.80
439	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	867178	Returned Core Deposits	(108.00)
440	7045	Supplies - Building R&M	1057 Menard Incorporated	18839	LED Emergency Combo - Maple	75.58
441	7045	Supplies - Building R&M	1057 Menard Incorporated	19226	2 LED Bulbs - Oakton Tower	59.98
442	7070	Supplies - Water System Maintenance	1927 Water Products Co of Aurora Inc	0316139	3 Hydrant Meters	3,387.00
443	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	18908	Premixed Fuel	53.97
444	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	19385	Ball Valves, Pipes, & Bushings	62.19
445	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	19769	Concrete Mix, Premix Fuel, & Bolts	34.15
446	7070	Supplies - Water System Maintenance	3530 Mid-American Water	259952W	3 Service Line Saddles	1,487.25
447	7070	Supplies - Water System Maintenance	3530 Mid-American Water	260918	Water Main Repair Clamps	5,944.00
448	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	262216-000	2 Repair Sleeves & Repair Clamp	2,423.13
449	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	262236-000	2 Repair Clamps & Repair Sleeve	2,380.76
450	7070	Supplies - Water System Maintenance	4093 White Cap LP	50022916372	Bundle Wood Stakes	48.89

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
451	7070	Supplies - Water System Maintenance	1072 Prairie Material	891001390	2.0 Cu Yds Concrete - Repairs - 05/24/2023	332.50
452	7070	Supplies - Water System Maintenance	1072 Prairie Material	891007291	1.5 Cu Yds Concrete - Repairs - 05/26/2023	249.38
453	7070	Supplies - Water System Maintenance	1072 Prairie Material	891063562	4.0 Cu Yds Concrete - Repairs - 06/28/2023	745.00
454	7070	Supplies - Water System Maintenance	1072 Prairie Material	891069576	3.0 Cu Yds Concrete - Repairs - 06/30/2023	618.75
455	7070	Supplies - Water System Maintenance	1072 Prairie Material	891073124	6.75 Cu Yds Concrete - Repairs - 07/05/2023	1,219.69
456	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S865832	6 Smart Points	1,271.90
457	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T067555	Water Main Repair Clamps	10,559.06
458	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T107775	8 Repair Clamps	2,374.00
459	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T122805	Water Main Pipe	6,584.20
460	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T130862	Parts for Mechanical Joint on Water Main	1,100.00
461	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	07032023	Wholesale Water Purchase - June 2023, R-183-14	339,205.78
462	7120	Gasoline	8331 Avalon Petroleum Company Inc	470001	5,500 Gals Unleaded Gasoline - 06/19/2023, R-162-22	3,173.63
463	7130	Diesel	8331 Avalon Petroleum Company Inc	028398	1,500 Gals Diesel Fuel - 06/28/2023, R-162-22	1,180.37
464	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	66952	Chlorine Tank Rental - 03/28-04/27/2023	195.00
465	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	67600	10 Cylinders Chlorine Gas	2,529.05
466	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	68026	Chlorine Tank Rental - 04/27-05/29/2023	240.00
467	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	68027	Chlorine Tank Rental - 04/27-05/29/2023	164.00
468	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	69205	Chlorine Tank Rental - 05/29-06/27/2023	217.50
469	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	69206	Chlorine Tank Rental - 05/29-06/27/2023	118.00
470	7200	Other Supplies	1057 Menard Incorporated	18996	2 Cases Bottled Water	7.38
471	7320	Equipment < \$5,000	2513 Lee Jensen Sales Co	0022302-00	Eye Hoist Hooks & Anchor Shackles	846.00
472	7320	Equipment < \$5,000	1520 Russo Power Equipment	SPI20307100	Power Sweeper & Motor	712.98
Total 550 - Water Systems					472,608.50	

Division: 560 - Sewer Systems						
473	6195	Miscellaneous Contractual Services	2808 IL Environmental Protection Agency	ILR400325-A-2023	Annual Stormwater MS4 Fee 07/01/2023-06/30/2024	1,000.00
474	6310	R&M Vehicles	3157 Nemeth Glass of Illinois Inc	177663	Door Glass Replacement - PW 8029 - 07/11/2023	372.31
475	6310	R&M Vehicles	8853 Wilmette Truck & Bus	2479	Safety Lane Inspections - 06/27/2023	119.00
476	6340	R&M Sewer System	5737 Jamerson & Bauwens Electrical Contractors Inc	91291	Megger Testing - 06/23/2023	1,165.76

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
477	7000	Office Supplies	1644 Warehouse Direct Inc	5498741-0	Notebook, Markers, Copy Paper, Pens, Notes - PW	17.91
478	7000	Office Supplies	1644 Warehouse Direct Inc	5526838-0	Pads, Markers, Copy Paper, Tape - PW	14.78
479	7020	Supplies - Safety	8346 Emergent Safety Supply	19027781091	1 Dozen Safety Gloves	334.66
480	7020	Supplies - Safety	4093 White Cap LP	50022558161	Caution Tape	51.96
481	7020	Supplies - Safety	1043 WW Grainger Inc	9752400540	10 Eye Wash Bottles	20.38
482	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SP120297103	Drain Spade, 2 Round Point Shovels, Square Shovel, Etc.	233.94
483	7035	Supplies - Equipment R&M	1057 Menard Incorporated	18938	2 Ratchet Binders	69.98
484	7035	Supplies - Equipment R&M	1564 EJ Equipment Inc	P42342	Latch Buttons, Torsion Springs, Spacers, Cap Screws	230.61
485	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	552103P	Wire Assembly - PW 8029	68.08
486	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	864640	3 Batteries & Core Deposits - PW 8021	520.38
487	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	867142	30 Lbs Refrigerant	28.90
488	7075	Supplies - Sewer System Maintenance	1732 Traffic Control & Protection Inc	115125	72 Water Filled Jersey Walls & Delivery - 06/26/2023	24,850.00
489	7075	Supplies - Sewer System Maintenance	8598 Ray Schramer & Company	164599	Adhesive, Adapter, No Shear, Pro-Rings, Etc.	2,222.30
490	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	18654	Elbow, Flange, & Nipples	46.95
491	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	19388	49 Bags Mortar Mix - Sewer Repairs	440.02
492	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	19787A	Security Camera Sign & Tape - O'Hare Lakes	8.68
493	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	4117	Hydraulic Cement - Sewer Repair	20.69
494	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	4125	Fuse - Levee 50	6.29
495	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	4138	Fasteners - Sewer Repair	24.77
496	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	533675	Flat Top Butt Joint - Sewer Repair	433.82
497	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	534150	2 Missions - Sewer Repair	82.70
498	7075	Supplies - Sewer System Maintenance	1047 Home Depot Credit Svcs	8627250	2 No Trespassing Signs - O'Hare Lake	5.94
499	7075	Supplies - Sewer System Maintenance	6992 Core & Main LP	T104345	Sewer Pipe, Rubber Gaskets, Lube - Elk Blvd	5,478.40
500	7120	Gasoline	8331 Avalon Petroleum Company Inc	470001	5,500 Gals Unleaded Gasoline - 06/19/2023, R-162-22	1,017.90
501	7130	Diesel	8331 Avalon Petroleum Company Inc	028398	1,500 Gals Diesel Fuel - 06/28/2023, R-162-22	1,259.06
Total 560 - Sewer Systems					40,146.17	

Division: 570 - Equipment Replacement						
502	8015	Equipment	1154 West Side Tractor Sales	C02230	John Deere 85G Excavator & Trailer 06/08/2023 R-68-23	155,618.19
Total 570 - Equipment Replacement					155,618.19	

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 580 - CIP - Water/Sewer						
503	6000	Professional Services	1606 Dixon Engineering Inc	23-0731	TO#10 Eng Services Tank Painting - Dulles - 05/24-06/29/2023	6,300.00
504	6000	Professional Services	1647 RJN Group Inc	39640104	Additional Work MWRD IICP - 05/11-06/08/2023	367.50
505	6000	Professional Services	1647 RJN Group Inc	39640202	TO#2 MS4 Annual Reporting - 04/05-06/22/2023, R-217-22	2,882.50
506	6000	Professional Services	4022 M E Simpson Co Inc	40678	TO#9 Leak Detection - 06/13-06/30/2023, R-62-23	18,494.50
507	8100	Improvements	7743 Hoerr Construction Inc	123-352	Sewer Lining Project - 06/14-06/27/2023, R-12-23	275,312.88
508	8100	Improvements	8618 Swallow Construction Corporation	2023-A-P3	R-89-23 2023 CIP Contract A 06/23-07/07/2023	79,033.72
Total 580 - CIP - Water/Sewer					382,391.10	

Total 00 - Non Departmental	1,050,763.96
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Department: 30 - Finance						
509	6025	Administrative Services	7961 BridgePay Network Solutions LLC	07122337	Utility Web, Business License Trans & EnerGov Fees June 2023	270.40
510	6025	Administrative Services	7615 Sebis Direct Inc	63859	Utility Bill Rendering Services - Drop Date 06/19/2023	1,640.90
511	7000	Office Supplies	1644 Warehouse Direct Inc	5535508-0	4 Cartons of Paper and 150 Sets of Binder Indexes	250.40
Total 30 - Finance					2,161.70	

Total 500 - Water/Sewer Fund	1,052,925.66
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Fund: 510 - City Owned Parking Fund						
512	6025	Administrative Services	7960 Passport Labs Inc	INV-1039210	Mobile Pay Parking Transaction Fee for June 2023	29.60
513	6305	R&M Equipment	1728 Total Parking Solutions Inc	106367	Paybox Repairs - Cumberland Station - 07/13/2023	1,574.00
514	6320	R&M Parking Lots	5698 Doors Done Right Inc	13351	Door Replacement - Library Parking Deck - 07/13/2023	2,225.00
515	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-74213-T6W1	Elevator Inspections - City Hall/Police Station - July 2023	1,150.00
516	7060	Supplies - Parking Lots	1057 Menard Incorporated	18822	Flex Coupling - Library Deck	9.59
517	7320	Equipment < \$5,000	1728 Total Parking Solutions Inc	106328	Parking Pay Station Upgrades - 05/08/2023, R-200-22	10,299.99
Total 510 - City Owned Parking Fund					15,288.18	

Fund: 520 - Metra Leased Parking Fund						
518	6025	Administrative Services	7960 Passport Labs Inc	INV-1039210	Mobile Pay Parking Transaction Fee for June 2023	524.66
519	7320	Equipment < \$5,000	1728 Total Parking Solutions Inc	106328	Parking Pay Station Upgrades - 05/08/2023, R-200-22	11,325.01
520	7540	Land Lease	1165 Union Pacific Railroad Company	June 2023	Parking Fees for June 2023	2,287.55
Total 520 - Metra Leased Parking Fund					14,137.22	

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 600 - Risk Management Fund					
521	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	23052 MICA Claim Deductible 12/23/2022-3/8/2023	4,000.00
522	6000	Professional Services	8874 Ready Rebound Inc	2791 Consulting-Orthopedic Patient Navigator Contract July 2023	951.05
523	6005	Legal Fees	8133 Elrod Friedman LLP	13457 6-23 Non-Retainer Matters	351.00
524	6005	Legal Fees	1127 Clark Baird Smith LLP	17008 Legal Fees June 2023	5,380.00
525	7550	Miscellaneous Expenses	7165 Prospan Manufacturing Co Inc	2023-010042 Pneumatic Shoring	6,216.50
Total 600 - Risk Management Fund					16,898.55

Fund: 700 - Escrow Fund					
526	2221	Taste of Des Plaines	8834 GenServe LLC	0358300-IN Generator Services for Taste of Des Plaines 06/12-06/21/2023	14,310.00
527	2221	Taste of Des Plaines	1069 Paddock Publications Inc	255726 Digital and Print Ads for 2023 Taste of DP on 06/05-06/16/2023	2,092.00
528	2221	Taste of Des Plaines	1498 Indestructo Rental Company Inc	26987 Furniture Rentals for Taste of Des Plaines 06/16-06/17/2023	5,834.00
529	2221	Taste of Des Plaines	8142 KTG Illinois, LLC	3615 Cleaning Services for Taste of Des Plaines on 06/16-06/18/2023	5,247.00
530	2221	Taste of Des Plaines	1041 Federal Express	8-183-63600 Delivery Service 06/27-06/30/2023	10.23
531	2221	Taste of Des Plaines	5149 Communications Direct Inc	RN176055 Radio Rental for Taste of Des Plaines on 06/13-06/20/2023	730.00
532	2226	Special Events - July 4th	6095 Drivers Golf Car Rental Inc	1105 Golf Cart Rental for Parade on 07/03-07/04/2023	615.00
533	2226	Special Events - July 4th	7521 United Rentals (North America) Inc	221504324-001 UTV Rental for Fireworks on 06/30-07/01/2023	608.74
534	2226	Special Events - July 4th	1357 Mad Bomber Fireworks Productions	2625-2771 Fireworks Vendor for Display at Community Fireworks on 07/02/23	23,500.00
535	2226	Special Events - July 4th	8142 KTG Illinois, LLC	3663 Cleaning Services for Fireworks 7/3/23	673.25
536	2226	Special Events - July 4th	2016 Signarama	43942 Banners and Signage for Parade 7/4/23	740.00
537	2226	Special Events - July 4th	1233 Press Tech Inc	51327 2K #10 Window Envelopes 07/07/2023	410.00
538	2226	Special Events - July 4th	3292 Service Sanitation Inc	8596683 Portable Restroom Rental for Fireworks on 06/30-07/02/2023	3,270.00
539	2226	Special Events - July 4th	8663 Hardy, Diane Ardemis	July 2, 2023 Face Painting at Fireworks 07/02/2023	250.00
540	2486	Additional Contracts - Engineering	1364 Martam Construction	2023-Concrete-P3 2023 CIP Concrete Improvements 06/22-07/14/2023 R-77-23	3,437.90
541	2493	Escrow - CED Development	8133 Elrod Friedman LLP	13443 6-23 Reimb Redevelopment	450.00
542	2493	Escrow - CED Development	8133 Elrod Friedman LLP	13445 6-23 Reimb Redevelopment	7,750.50
543	2493	Escrow - CED Development	8133 Elrod Friedman LLP	13462A 6-23 Reimb Redevelopment	780.00
Total 700 - Escrow Fund					70,708.62

Grand Total	3,343,537.48
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City of Des Plaines

Warrant Register 08/07/2023

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Department: 00 - Non Departmental					
544	4160	Real Estate Transfer Tax	8893 James & Beatrice Hardiman	Refund 7/5/2023 Real Estate Transfer Tax Refund 07/05/2023	760.00
545	4160	Real Estate Transfer Tax	8894 Chablewski, Barbara	Refund 7/5/2023 Real Estate Transfer Tax Refund 07/05/2023	380.00
Total 00 - Non Departmental					1,140.00

Public Works & Engineering					
Division: 535 - Facilities & Grounds Maintenance					
546	7140	Electricity	1033 ComEd	0169072100-3/23 Electricity Service 02/07-03/08/2023- Balance Still Due	22.78
Total 535 - Facilities & Grounds Maintenance					22.78

Division: 540 - Vehicle Maintenance					
547	6195	Miscellaneous Contractual Services	8504 Verizon Connect Fleet USA LLC	617000044578 Vehicle Diagnostic System June 2023	1,442.20
548	7120	Gasoline	7349 Wex Inc	90185589 Fuel Purchases June 2023	597.15
549	7130	Diesel	7349 Wex Inc	90185589 Fuel Purchases June 2023	45.56
Total 540 - Vehicle Maintenance					2,084.91

Total 50 - Public Works & Engineering					2,107.69
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Police Department					
Division: 610 - Uniformed Patrol					
550	6015	Communication Services	1032 Comcast	07/18/2023 x6724 Internet/Cable Service Aug 2023	105.50
Total 610 - Uniformed Patrol					105.50

Division: 630 - Support Services					
551	6015	Communication Services	1009 AT&T	847R18054606-23 Communication Service 06/28-07/27/2023	63.87
Total 630 - Support Services					63.87

Total 60 - Police Department					169.37
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Department: 90 - Overhead					
552	6015	Communication Services	8536 Peerless Network Inc	27275 Communication Service 07/01-07/31/2023	11,044.43
Total 90 - Overhead					11,044.43

Total 100 - General Fund					14,461.49
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Fund: 240 - CDBG Fund					
553	8100	Improvements	1086 Arrow Road Construction Company	2023-CIP-MFT-P2 R-88-23 CIP MFT 23-00228-00-RS- Irwin/Koehler/Wayne 5/31-7/14/23	195,000.00
Total 240 - CDBG Fund					195,000.00

City of Des Plaines

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Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 430 - Facilities Replacement Fund					
554	8030	Land	8895 Berkshire Hathaway HomeServices Starck Real Estate	Earnest Funds 1327 E Oakton St, Des Plaines-Property Purchase-Earnest Funds	5,000.00
Total 430 - Facilities Replacement Fund					5,000.00
Fund: 500 - Water/Sewer Fund					
Division: 560 - Sewer Systems					
555	6015	Communication Services	8536 Peerless Network Inc	27275 Communication Service 07/01-07/31/2023	120.78
556	7075	Supplies - Sewer System Maintenance	1368 Metropolitan Industries Inc	INV049291R Relay - Ballard Lift Station - Replaces Check 148470	1,256.00
Total 560 - Sewer Systems					1,376.78
Total 500 - Water/Sewer Fund					1,376.78
Fund: 510 - City Owned Parking Fund					
557	6015	Communication Services	8536 Peerless Network Inc	27275 Communication Service 07/01-07/31/2023	312.62
558	6015	Communication Services	8536 Peerless Network Inc	27275 Communication Service 07/01-07/31/2023	1,134.99
Total 510 - City Owned Parking Fund					1,447.61
Fund: 700 - Escrow Fund					
559	2221	Taste of Des Plaines	8642 EJ Pierogi	Taste of DP2023A Restaurant Vendor Payout for Taste of Des Plaines 06/16-06/17/23	41.60
Total 700 - Escrow Fund					41.60
Grand Total					217,327.48

City of Des Plaines

Warrant Register 08/07/2023

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Elected Office						
Division: 110 - Legislative						
560	7200	Other Supplies	4348 Amazon.Com	PC - 41413	Replacement POW/MIA Flag	27.95
561	7200	Other Supplies	4348 Amazon.Com	PC - 41414	Refund for Canceled Order Replacement Flag	(27.95)
562	7200	Other Supplies	4348 Amazon.Com	PC - 41415	Replacement POW MIA Flag and Office Supplies	20.99
Total 110 - Legislative					20.99	
Division: 120 - City Clerk						
563	7000	Office Supplies	1644 Warehouse Direct Inc	PC - 41498	Two Cartons of Copy Paper	107.06
564	7310	Publications	1050 Journal & Topics Newspapers	PC - 41497	Digital Access to Journal and Topics, May 29, 2023-May 29, 2024	66.00
Total 120 - City Clerk					173.06	
Total 10 - Elected Office					194.05	
City Administration						
Division: 210 - City Manager						
565	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 41514	Zoom Subscription 6/26/23-7/25/23 - City Manager	15.99
Total 210 - City Manager					15.99	
Division: 230 - Information Technology						
566	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 41563	Dpcitynet/Cityofdesplaines/Desplain es Renewal 6/5/23 - 7/3/23	14.97
567	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 41564	Monthly Dpcitynet.com Renewal 6/6/23 - 7/4/23	4.99
568	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 41566	Monthly Renewal Secure Express 6/26/23 - 7/24/23	9.99
569	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41559	Bradley Black All-Weather Vinyl Label for IT Department	50.16
570	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41560	Velcro Black Cinch Straps for IT Department	15.71
571	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41561	Refund VIVO Adjustable Computer Keyboard for City Use	(79.19)
572	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41562	Bradley Black All-Weather Vinyl Label for IT Department	50.16
573	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41565	APC UPS Battery Replacement for City Use	260.98
574	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41567	Dell USB type-C to HDMI/USB Adapter for IT Department	79.95
575	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41568	M Crumt Footrest Stool for IT Department	22.99
Total 230 - Information Technology					430.71	

City of Des Plaines

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JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 240 - Media Services						
576	6108	Public Relations & Communications	5414 3CMA	PC - 41411	Entry Fees for Communication Award Consideration 06/01/2023	380.00
577	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	PC - 41499	Youth Commission Softball Snacks for Season 5/31/23	282.72
578	6535	Subsidy - Youth Commission	6928 Fun Express LLC	PC - 41500	Youth Commission Taste of Des Plaines Prizes 6/16/23	295.15
579	6535	Subsidy - Youth Commission	8712 Citywide Printing	PC - 41501	Youth Commission Taste of Des Plaines Postcard 6/16/23	59.00
580	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	PC - 41502	Youth Commission Snacks for Taste of Des Plaines 6/16/23	92.78
581	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 41503	Youth Commission July 4 Parade Decorations and Candy 7/4/23	186.76
582	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 41504	Youth Commission July 4 Parade Decorations and Candy 7/4/23	210.16
583	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 41505	Youth Commission July 4 Parade Decorations and Candy 7/4/23	91.98
584	7000	Office Supplies	4348 Amazon.Com	PC - 41416	Replacement POW MIA Flag and Office Supplies	5.89
Total 240 - Media Services					1,604.44	

Division: 250 - Human Resources						
585	5310	Membership Dues	1413 ICMA Intl City/County Management Association	PC - 41477	ICMA Membership Renewal 07/01/2023-06/30/2024	200.00
586	6100	Publication of Notices	5760 LinkedIn	PC - 41476	Job Ad: Senior Clerk 5/23-6/14/23	369.42
587	6100	Publication of Notices	4626 National Association of Social Workers - NASW	PC - 41478	Social Worker Online Job Ad 06/16-07/14/2023	150.00
Total 250 - Human Resources					719.42	

Division: 260 - Health & Human Services						
588	5310	Membership Dues	4626 National Association of Social Workers - NASW	PC - 41480	Renewal for NASW-IL for Social Worker 07/31/2023-07/31/2024	236.00
589	6530	Subsidy - Community Outreach	1037 Des Plaines Enterprises Inc	PC - 41475	25 \$10 McDonald's Gift Cards for Social Services 06/07/2023	250.00
Total 260 - Health & Human Services					486.00	

Total 20 - City Administration					3,256.56
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Department: 30 - Finance						
590	5310	Membership Dues	7458 Association of Certified Fraud Examiners Inc-ACFE	PC - 41557	ACFE Dues for Asst Fin Dir 7/1/23-6/30/24	245.00
591	6000	Professional Services	1737 GFOA Government Finance Officers Association	PC - 41554	Application Fee for FY2022 ACFR Award	610.00

City of Des Plaines

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JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
592	6000	Professional Services	1737 GFOA Government Finance Officers Association	PC - 41555	Application Fee for 2022 PAFR Award	250.00
593	7000	Office Supplies	4348 Amazon.Com	PC - 41550	Return of Clear Table Cover Protector	(48.88)
594	7000	Office Supplies	4348 Amazon.Com	PC - 41556	12 Pack of Prism Writing Pads	30.53
595	7200	Other Supplies	1076 Sam's Club Direct	PC - 41553	2 Packs of K-Cubs for Finance Dept	92.26
596	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 41552	Uniforms for Finance Department	885.65
597	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 41551	Standing Desk with Dual Monitor for Finance Dept	435.00
Total 30 - Finance					2,499.56	

Community Development						
Division: 410 - Building & Code Enforcement						
598	7000	Office Supplies	4348 Amazon.Com	PC - 41523	Sharpie Ultra Thin Markers	12.58
599	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 41519	5 Standing Desks for Building and Code Division	1,286.95
Total 410 - Building & Code Enforcement					1,299.53	

Division: 420 - Planning & Zoning						
600	5310	Membership Dues	7034 American Planning Association - Illinois Chapter	PC - 41520	APA and AICP Membership for Senior Planner 7/1/23-6/30/24	533.00
601	7000	Office Supplies	4348 Amazon.Com	PC - 41521	Mousepad, Post-It Lined Sticky Notes, Post-It Pop Ups	31.71
602	7000	Office Supplies	4348 Amazon.Com	PC - 41522	Binder Clips	10.98
603	7000	Office Supplies	4348 Amazon.Com	PC - 41524	Pens, Clips, Folders, Sponges and Dish Scrubber	42.46
Total 420 - Planning & Zoning					618.15	

Division: 430 - Economic Development						
604	5320	Conferences	1485 ILCMA - IL City/County Management Assoc	PC - 41518	ILCMA Conference 6/7-6/9/2023 for Assistant CED Director	275.00
605	6108	Public Relations & Communications	5060 Dollar Tree Stores Inc	PC - 41420	Supplies for Leela Open House 6/23/23	6.25
606	6108	Public Relations & Communications	6503 Amazing Breads & Cakes LLC	PC - 41421	Refreshments for Leela Open House 6/23/23	164.28
607	6108	Public Relations & Communications	2318 Jewel Food Stores	PC - 41422	Ice for Leela Open House 6/23/23	5.49
608	7200	Other Supplies	4348 Amazon.Com	PC - 41525	Pens, Clips, Folders, Sponges and Dish Scrubber	23.17
Total 430 - Economic Development					474.19	

Total 40 - Community Development					2,391.87
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City of Des Plaines

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JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Public Works & Engineering						
Division: 510 - Engineering						
609	6000	Professional Services	8880 ReMarkable AS	PC - 41539	Monthly ReMarkable Connect Subscription 06/01-06/30/2023	2.99
Total 510 - Engineering					2.99	

Division: 530 - Street Maintenance						
610	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	PC - 41474	2 Pressure Washer Nozzles	36.30
Total 530 - Street Maintenance					36.30	

Division: 535 - Facilities & Grounds Maintenance						
611	5325	Training	1576 Illinois Section American Water Works Association	PC - 41470	Energy Summit Seminar - 8/01/2023 - Foreman	96.00
612	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 41469	Cooler Replacement Parts for Media Services	37.97
613	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 41472	3 Connectors with Sealant for Door System Wiring	14.55
614	7200	Other Supplies	4348 Amazon.Com	PC - 41468	Coffee for City Hall	343.20
Total 535 - Facilities & Grounds Maintenance					491.72	

Division: 540 - Vehicle Maintenance						
615	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 41407	1 Micro SD Card and 1 Dash Cam	159.98
616	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 41408	10 Micro SD Cards and 8 Dash Cams	1,320.62
617	7035	Supplies - Equipment R&M	4444 Misc Vendor for Procurement Card	PC - 41427	Tie Rods, Nuts and Pins	173.82
618	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 41433	Hitch Extension - PW 5140	33.89
619	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 41429	4 Truck Lights - FD Stock	252.40
620	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 41430	Hydraulic Motor - PW 5120	214.04
621	7300	Uniforms	4348 Amazon.Com	PC - 41426	Uniform Shirt - Foreman	27.99
622	7300	Uniforms	4348 Amazon.Com	PC - 41428	3 Uniform Shirts - Foreman	47.77
623	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41431	Hub Remover - PW Shop Equipment	92.95
624	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41434	Toggle Switch - PW Shop Equipment	15.98
Total 540 - Vehicle Maintenance					2,339.44	

Total 50 - Public Works & Engineering					2,870.45
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Police Department						
Division: 610 - Uniformed Patrol						
625	5310	Membership Dues	2352 Intl Assoc of Chiefs of Police Inc (IACP)	PC - 41542	Membership Dues 1/1-12/31/23-DC Patrol-Being Refunded-Dup Pymt	190.00

City of Des Plaines

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JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
626	7200	Other Supplies	4348 Amazon.Com	PC - 41549 Latex Glove Dispenser, Mounting Tape	33.23
Total 610 - Uniformed Patrol					223.23

Division: 620 - Criminal Investigation						
627	5325	Training	4444 Misc Vendor for Procurement Card	PC - 41456	ALICE Instr. Class 7/24/2023 (1 SRO)	749.00
628	6015	Communication Services	8347 Browning Trail Cameras	PC - 41409	Cell Connection-Trail Camera for Surveillance 6/18-7/18/2023	29.99
629	7000	Office Supplies	4348 Amazon.Com	PC - 41454	Desk Organizer	22.95
630	7000	Office Supplies	4348 Amazon.Com	PC - 41459	Organizer, Label Maker, Hard Drive, DVD, Envelopes	316.59
631	7000	Office Supplies	4348 Amazon.Com	PC - 41460	Markers, Screwdriver Set	18.99
632	7200	Other Supplies	4348 Amazon.Com	PC - 41457	3 Fans	98.97
633	7200	Other Supplies	4348 Amazon.Com	PC - 41461	Markers, Screwdriver Set	9.99
Total 620 - Criminal Investigation					1,246.48	

Division: 630 - Support Services						
634	5310	Membership Dues	6792 American Association of Notaries	PC - 41540	Membership Dues 4 Yr Notary Bond/Stamp 11/8/23-11/8/27-PD Secy	77.90
635	5310	Membership Dues	4444 Misc Vendor for Procurement Card	PC - 41541	Tax Refund 06/05/2023 for Notary Membership-PD Secretary	(3.00)
636	5325	Training	4418 EBS - Eventbrite	PC - 41463	Crisis Comm Class 9/13/2023 (1 Cmdr)	695.00
637	6195	Miscellaneous Contractual Services	3465 Downtown Cleaners	PC - 41445	24 Police Patches 6/16/2023	168.00
638	6195	Miscellaneous Contractual Services	1580 Mighty Mites Awards Inc	PC - 41547	Retirement Plaque (1 Sgt) 03/31/2023	366.55
639	6310	R&M Vehicles	4444 Misc Vendor for Procurement Card	PC - 41548	Squad Detail 06/08/2023	145.00
640	7000	Office Supplies	4348 Amazon.Com	PC - 41458	2 Packs of Open-End Catalog Envelopes	58.08
641	7000	Office Supplies	4348 Amazon.Com	PC - 41462	Portable Hard Drives	119.98
642	7000	Office Supplies	4348 Amazon.Com	PC - 41467	Paper Plates, Headphones, Flash Drives, Stamp	252.46
643	7200	Other Supplies	4348 Amazon.Com	PC - 41465	Plastic Spoons, Knives, and Forks	51.98
644	7200	Other Supplies	4348 Amazon.Com	PC - 41466	Paper Plates, Headphones, Flash Drives, Stamp	187.85
645	7550	Miscellaneous Expenses	2318 Jewel Food Stores	PC - 41441	Cake for Retirement Function 6/1/2023	51.99
646	7550	Miscellaneous Expenses	2318 Jewel Food Stores	PC - 41464	Cake for Retirement Function 6/26/2023	51.99
647	8000	Computer Software	4444 Misc Vendor for Procurement Card	PC - 41443	Snagit Screen Capture Software 6/6/2023-6/6/2024	66.93
Total 630 - Support Services					2,290.71	

Total 60 - Police Department					3,760.42
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City of Des Plaines

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JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fire Department						
Division: 100 - Administration						
648	5320	Conferences	1743 IL Fire Chiefs Association	PC - 41537	IL Fire Chiefs Conference Single Day Registration 6/16/23-Chief	100.00
649	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	PC - 41507	On-Site Shredding Services Fire Dept Admin. 4/28/23	101.87
650	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	PC - 41481	Car Wash 6/9/23 Vehicle 6101 - Deputy Chief	4.00
651	6310	R&M Vehicles	4444 Misc Vendor for Procurement Card	PC - 41529	Car Wash 6/28/23 Vehicle 6102 - Deputy Chief	8.00
652	7200	Other Supplies	4633 Walgreen Co	PC - 41509	Napkins, Plates, Cutlery for BC Testing Meals	19.56
653	7300	Uniforms	4444 Misc Vendor for Procurement Card	PC - 41538	Uniform Boots - Chief	115.00
654	7550	Miscellaneous Expenses	5888 Jimmy Johns	PC - 41510	Lunch for BC Assessment Test Participants 06/27/2023	409.30
655	7550	Miscellaneous Expenses	5191 Giordano's of Des Plaines	PC - 41511	Dinner for BC Assessment Test Participants 06/27/2023	233.84
Total 100 - Administration					991.57	

Division: 710 - Emergency Services						
656	5325	Training	4348 Amazon.Com	PC - 41506	Fire Apparatus Driver/Operator Training Book	89.08
657	5325	Training	2219 Jones & Bartlett Learning LLC	PC - 41543	2 Hazardous Materials Training Books	196.40
658	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 41530	EMT License Renewal 06/30/23-06/30/27 - Lieutenant	21.00
659	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 41531	Paramedic License Renewal 06/30/23-06/30/27 - Engineer	41.00
660	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 41532	EMT License Renewal 06/30/23-06/30/27 - Lieutenant	21.00
661	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 41533	EMT License Renewal 06/30/23-06/30/27 - Division Chief	21.00
662	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 41534	Paramedic License Renewal 06/30/23-06/30/27 - Paramedic	41.00
663	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 41535	EMT License Renewal 06/30/23-06/30/27 - Lieutenant	21.00
664	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 41536	EMT License Renewal 06/30/23-06/30/27 - Engineer	21.00
665	7320	Equipment < \$5,000	1148 WS Darley & Co	PC - 41508	Freight Charge for Carbide Blade	16.67
666	7320	Equipment < \$5,000	1747 Murphy's Contractors Equipment	PC - 41546	New K970 Saw Fuel Tank - Tower 61	193.50
667	7550	Miscellaneous Expenses	5888 Jimmy Johns	PC - 41515	Lunch for Probationary Testing Participants 06/21/2023	100.60
668	7550	Miscellaneous Expenses	5888 Jimmy Johns	PC - 41544	Lunch for Probationary Testing Participants 06/22/2023	227.59
669	7550	Miscellaneous Expenses	5888 Jimmy Johns	PC - 41545	Lunch for Probationary Testing Participants 06/23/2023	149.04
Total 710 - Emergency Services					1,159.88	

City of Des Plaines

Warrant Register 08/07/2023

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 720 - Fire Prevention						
670	5325	Training	1551 IL Fire Inspectors Assoc	PC - 41517	Code Administration Class 6/23/23 - P/T Inspector, Division Chie	200.00
671	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41516	Wire Keychain Cable for Inspections	17.97
Total 720 - Fire Prevention					217.97	

Division: 730 - Emergency Management Agency						
672	7550	Miscellaneous Expenses	6867 Marianos	PC - 41558	Food for EMA Volunteer Meeting 06/27/2023	14.41
Total 730 - Emergency Management Agency					14.41	

Total 70 - Fire Department					2,383.83
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Department: 75 - Fire & Police Commission						
673	6100	Publication of Notices	8795 National Minority Update	PC - 41479	Lateral Entry PD Recruitment Listing 6/26-09/18/2023	195.00
Total 75 - Fire & Police Commission					195.00	

Total 100 - General Fund					17,551.74
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Fund: 260 - Asset Seizure Fund						
Program: 2620 - DEA						
674	5325	Training	1470 IL Tactical Officers Assoc	PC - 41440	Shoot House Instr. Course 8/28-9/1/2023 (1 Ofc)	1,015.00
675	5325	Training	4444 Misc Vendor for Procurement Card	PC - 41455	Refund for Tax	(0.51)
676	7300	Uniforms	1493 Galls Inc	PC - 41444	3 TRT Uniform Blouses	224.99
677	7320	Equipment < \$5,000	5854 MidwayUSA	PC - 41442	M-Lok Handstops and Firing Pins	50.85
Total 2620 - DEA					1,290.33	

Program: 2640 - Forfeit						
678	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 41512	Food for K9 Jager 5/31/2023	98.09
679	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 41513	Food for K9 Jager 6/21/2023	103.48
Total 2640 - Forfeit					201.57	

Total 260 - Asset Seizure Fund					1,491.90
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Fund: 400 - Capital Projects Fund						
680	5320	Conferences	5678 Autodesk, Inc	PC - 41446	Autodesk University 2023 Full Conference Pass	1,999.00
681	5320	Conferences	5678 Autodesk, Inc	PC - 41447	Cancellation for Autodesk University 2023 Full Conference Pass	(1,999.00)
Total 400 - Capital Projects Fund					0.00	

City of Des Plaines
Warrant Register 08/07/2023
JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 500 - Water/Sewer Fund						
Division: 550 - Water Systems						
682	5325	Training	4444 Misc Vendor for Procurement Card	PC - 41483	Toll for ACE Training - 6/11/23 - 4 PW Employees	3.00
683	5325	Training	4444 Misc Vendor for Procurement Card	PC - 41484	Gasoline for ACE Training - 6/11/23 - 4 PW Employees	86.37
684	5325	Training	4444 Misc Vendor for Procurement Card	PC - 41485	International Transaction Fee - Canada/US	1.43
685	5325	Training	4444 Misc Vendor for Procurement Card	PC - 41486	Gasoline for ACE Training - 6/15/23 - 4 PW Employees	95.61
686	5325	Training	4444 Misc Vendor for Procurement Card	PC - 41487	International Transaction Fee - Canada/US	25.16
687	5325	Training	4444 Misc Vendor for Procurement Card	PC - 41488	International Transaction Fee - Canada/US	21.54
688	5325	Training	4444 Misc Vendor for Procurement Card	PC - 41489	International Transaction Fee - Canada/US	21.54
689	5325	Training	4444 Misc Vendor for Procurement Card	PC - 41490	International Transaction Fee - Canada/US	21.54
690	5325	Training	4444 Misc Vendor for Procurement Card	PC - 41491	Reimb Exp fm AWWA-Hotel for ACE Training 6/11-6/15/23-Wtr Supt	1,677.29
691	5325	Training	4444 Misc Vendor for Procurement Card	PC - 41492	Reimb Exp fm AWWA-Hotel for ACE Training-6/11-6/15/23 - Foreman	1,436.12
692	5325	Training	4444 Misc Vendor for Procurement Card	PC - 41493	Reimb Exp fm AWWA-Hotel for ACE Training-6/11-6/15/23-Maint Op	1,436.12
693	5325	Training	4444 Misc Vendor for Procurement Card	PC - 41494	Reimb Exp fm AWWA-Hotel for ACE Training-6/11-6/15/23-Maint Op	1,436.12
694	5325	Training	4444 Misc Vendor for Procurement Card	PC - 41495	Rental Car for ACE Training - 6/10-6/16/23-4 PW Employees	457.17
695	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 41425	Oil Level Gauge - Water 9043	37.99
696	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 41432	Air Filter - Water 9037	48.00
697	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 41435	Bearings - Water 9049	16.64
698	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 41436	Gasket Kit - Water 9049	24.39
699	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 41424	Intake Throttle Valve - Water 9031	785.93
700	7040	Supplies - Vehicle R&M	5971 Whatever It Takes Transmission Parts Inc	PC - 41438	Piston Kit - Water 9007	40.95
701	7040	Supplies - Vehicle R&M	5971 Whatever It Takes Transmission Parts Inc	PC - 41439	Transmission Parts - Water 9007	434.65
702	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41527	Charging Cables	13.99
703	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41528	2 Selfie Sticks	43.98
704	7500	Postage & Parcel	1700 United States Postal Service	PC - 41482	Postage for Certified Mail - 6/02/2023	25.02

City of Des Plaines

Warrant Register 08/07/2023

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
705	7500	Postage & Parcel	1700 United States Postal Service	PC - 41496	Postage for Certified Mail 6/23/2023	24.39
706	7500	Postage & Parcel	1700 United States Postal Service	PC - 41526	Postage for Certified Mail - 6/14/2023	40.65
Total 550 - Water Systems					8,255.59	

Division: 560 - Sewer Systems						
707	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 41437	Belt Guards and Belts - Sewer 8042	130.00
708	7075	Supplies - Sewer System Maintenance	4348 Amazon.Com	PC - 41471	3 Connectors with Sealant for Door System Wiring	14.55
Total 560 - Sewer Systems					144.55	

Total 500 - Water/Sewer Fund					8,400.14
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Fund: 510 - City Owned Parking Fund						
709	7060	Supplies - Parking Lots	4348 Amazon.Com	PC - 41473	2 Metro Deck Batteries	31.06
Total 510 - City Owned Parking Fund					31.06	

Fund: 700 - Escrow Fund						
710	2221	Taste of Des Plaines	5278 Walmart Neighborhood Market	PC - 41412	Crew Snacks for Taste of Des Plaines 6/16-6/17/23	86.06
711	2221	Taste of Des Plaines	6227 Sunrise Grill & Catering Inc	PC - 41417	Crew Meal Taste of DP 6/15/23	215.00
712	2221	Taste of Des Plaines	6109 Facebook Inc	PC - 41418	Ads for Taste of Des Plaines 6/16-6/17/23	50.00
713	2221	Taste of Des Plaines	7456 Giuseppe's Incorporated	PC - 41419	Crew Meal Taste of DP 6/16/23	121.65
714	2221	Taste of Des Plaines	8595 Alpha-Lit Chicago LLC	PC - 41449	Balance for Taste of Des Plaines Photo Op on 6/16-6/17/23	450.00
715	2221	Taste of Des Plaines	6832 Marathon Sportswear Inc	PC - 41450	T-Shirts for Taste of Des Plaines 6/16-6/17/23	747.67
716	2221	Taste of Des Plaines	8802 Corporate Product Solutions Inc.	PC - 41452	Sunglasses Giveaway for Taste of Des Plaines on 6/16-6/17/23	1,112.10
717	2224	Special Event - Food Truck Round Up	6109 Facebook Inc	PC - 41410	Facebook Ads for Food Truck Round Up 5/23/23	12.85
718	2224	Special Event - Food Truck Round Up	1069 Paddock Publications Inc	PC - 41448	Digital Ads for Food Truck Round Up 5/23/23	560.00
719	2226	Special Events - July 4th	1076 Sam's Club Direct	PC - 41423	Fireworks Crew Meal and Supplies 7/2/23	64.42
720	2226	Special Events - July 4th	4348 Amazon.Com	PC - 41451	Address Labels for July 4 Parade on 7/4/23	10.18
721	2226	Special Events - July 4th	4348 Amazon.Com	PC - 41453	Address Labels for July 4 Parade on 7/4/23	19.94
Total 700 - Escrow Fund					3,449.87	

Grand Total					30,924.71
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City of Des Plaines

Warrant Register 08/07/2023

Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 3,343,537.48 **	8/7/2023
Manual Checks	\$ 217,327.48 **	7/21/2023
Payroll	\$ 1,438,230.72	7/14/2023
Payroll	\$ 1,383,933.86	7/28/2023
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ 30,924.71 **	7/25/2023
Chicago Water Bill ACH	\$ 230,988.81	7/31/2023
Postage Meter Direct Debits	\$ -	
Utility Billing Refunds	\$ 832.93	7/21/2023
Debt Interest Payment	\$ -	
Property Purchase - Earnest Money 1333 E Oakton	\$ 5,000.00	7/20/2023
IMRF Payments	\$ 149,493.94	7/12/2023
Employee Medical Trust		
Total Cash Disbursements:	<u>\$ 6,800,269.93</u>	

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Seventh Day of August 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: July 20, 2023
To: Michael G. Bartholomew, City Manager
From: John T. Carlisle, AICP, Director of Community and Economic Development
Samantha Redman, Planner
Subject: Conditional Use for Auto Service Repair and Motor Vehicle Sales at 1065 Lee Street

PIN: 09-20-214-002-0000
Petitioner: Krzysztof Bernatek, 2017 De Cook Ave., Park Ridge, IL 60068
Owner/Property Control: Centrust Bank, 385 Waukegan Rd., Northbrook, IL 60062
Case Number: #23-035-CU
Ward Number: #3, Alderman Sean Oskerka
Existing Zoning: C-3, General Commercial
Surrounding Zoning: North: C-3, General Commercial; South: C-3, General Commercial; East: Railroad tracks; R-1, Single Family Residential; West: C-3, General Commercial
Surrounding Land Uses: North: Parking lot; South: Commercial building; East: Commercial buildings; West: Railroad tracks
Street Classification: Lee Street is classified as a major road under jurisdiction of the Illinois Department of Transportation (IDOT).
Comprehensive Plan: Commercial is the recommended use for this property.
Property/Zoning History: The property currently consists of a commercial building and a gravel parking area to the east. For several decades, Midwest Automotive operated at this property until closing in 2020. In 2001, a conditional use was granted to sell four motor vehicles on the site. In 2019, an amendment to the conditional use

allowed for the sale of up to ten motor vehicles on the property; however, in 2020, the conditional use for motor vehicle sales was rescinded due to a number of code violations. Specifically, vehicles were parked on the adjacent lot (parking lot for 1062 Lee), vehicles unassociated with the business were stored in the rear parking lot, and landscaping required by the previous conditional use was never installed. Since the closure of the business in 2020, several additional code enforcement issues have emerged, including debris stored on the site and the parking of trucks unassociated with a business in the rear gravel parking area.

Project Description:

The petitioner and contract purchaser, Krzysztof Bernatek, is proposing a conditional use to allow for auto service repair and motor vehicle sales at 1065 Lee St.

Proposed Use and Business Operation Details

Justpol Automotive is a proposed new auto service repair business. Currently the petitioner owns Kris Touhy Auto, which consists of two automotive repair businesses accessory to gas stations at 8801 Waukegan Road in Morton Grove and 5035 West Touhy Ave in Skokie. Currently, Kris Touhy Auto provides auto service repair (including tire replacement and repair, oil changes, and other activities associated with auto service repair) within gas stations. The petitioner intends to operate their first stand-alone auto service repair business at 1065 Lee St.

Six bays in the building will be used for auto repair; the office area will be used for general administrative duties as well as a waiting room and an area to display products for sale to auto repair customers. Per the petitioner, any retail activities will be associated with the auto service repair customers. No auto body repair will occur on this property.

Motor vehicle sales are a conditional use allowed within the C-3 Zoning District if they exceed 25,000 square feet. This property is 31,326 square feet. The motor vehicle sales will consist of five spaces, as noted on the Site Plan attachment. The petitioner may choose to expand the number of spaces used for motor vehicle sales in the future, after the rear parking lot is improved; expanding the number of sale spaces will require amendment to the conditional use.

Improvements to the Site

As discussed in the Property/Zoning History of this report, the property was previously an auto service repair business with long-term operations. Limited interior renovations are necessary to make the site suitable for the repair of vehicles in this location. Six repair bays are located within the building.

Proposed exterior improvements will include restriping and resurfacing of the parking lot, including adding two accessible spaces (as required by Section 12-9-8). The petitioner also plans to remove gravel from the rear parking area and pave an asphalt driveway in the back of the property leading to the dumpster enclosure and the rear overhead doors. Any unpaved areas on the property, including the remainder of the gravel parking lot in the rear, will be covered with grass, wood mulch, or other plant materials, as required by Section 12-10-6.A. Several suggested conditions of approval involve these property

improvements, which per the site plan are intended to enhance the rear of the property and lessen the amount of hardscape (parking surface) in favor of increasing the amount of landscaped area.

Impact to Neighborhood

Noise and odor associated with this site will be typical of an auto service repair use, which is the historical use of this property. The proposed hours of operation will be 8:00 a.m. to 5:00 p.m., Monday through Friday, Saturday 8:00 a.m. to 12:00 p.m. The proposed number of employees will be 10 or fewer. No additional entrances are proposed at this site; access will be provided by the existing two driveways.

A traffic study was not requested by staff, as the scale of this operation is the same as the previous use in this location and no known issues with traffic were communicated by Police or Code Enforcement surrounding the business that previously operated at this site. However, several violations were issued for the previous business, as discussed in the Property/Zoning History section of this report. Several suggested conditions of approval were written to provide assurances this conditional use will not result in additional violations if this type of use is reinstated.

Parking

The below table provides an overview of required and provided parking for this building and uses. After improvement of the rear parking area, additional parking spaces will be added to the total; however, the petitioner does not have specific plans. If additional display spaces are requested in the future, the petitioner would be required to amend the conditional use, as specified in the suggested conditions of approval.

Use	Requirement	Total Required	Total Proposed
Automotive service repair	2 spaces per service bay, plus 1 space for every 200 square feet of accessory retail	6 service bays = 12 spaces 1425 sq ft of office = 8 spaces 20 spaces	21 spaces
Motor vehicle sales	1 space for every 500 square feet of showroom and office floor area, plus 1 space for every 20 vehicle display spaces (required off street parking spaces cannot be occupied by motor vehicles for sale or for lease)	5 vehicle display spaces No showroom or office specifically for the motor vehicle sales 0 required spaces	5 vehicle display spaces
Accessible Spaces	Parking lots with 21 to 50 spaces require 2 spaces	2 accessible spaces	2 accessible spaces
Total Spaces:		<u>Required</u> 20 off-street	<u>Proposed</u> 21 off street parking

	parking spaces 2 accessible spaces	spaces* 5 display spaces for motor vehicle sales 26 total spaces
*Includes accessible spaces		

Most vehicles will be repaired and returned to the customer within 24 hours, per the petitioner. A suggested condition of approval would require all inoperable vehicles to be placed inside the building or in the rear parking lot only in striped spaces that would comply with the dimensional requirements of the Zoning Ordinance.

An additional suggested condition of approval acknowledges issues with the former auto service repair business using the adjacent parking lot to park vehicles. This parking lot on 1062 Lee Street is owned by a separate property owner and may not be used to park or store vehicles. The suggested condition of approval requires signage indicating parking areas for the auto repair business and stating that no parking is permitted on the adjacent property.

PZB Recommendation and Conditions: The PZB held a public hearing on July 11, 2023 to consider the request. Their rationale for recommendations is captured in the excerpt to the approved minutes from the meeting. The PZB voted 4-0 to *recommend approval* of the conditional use request. Pursuant to Section 12-3-4.D.4 of the Zoning Ordinance, the City Council has final authority to approve, approve with modifications, or deny the request, which would be approved by Ordinance Z-18-23. Should the City Council vote to approve the requests, the following conditions are recommended. These are incorporated in the approving ordinance:

Recommended Conditions of Approval:

1. No motor vehicles unassociated with the Petitioner’s business operations for the Proposed Uses may be parked on any of the parking areas associated with the Subject Property.
2. Except for operable motor vehicles, no materials or supplies related to the Proposed Use may be stored outside the Building or the dumpster enclosure serving the Subject Property. Prior to obtaining a business registration, all debris must be removed from the Subject Property, including the rear parking area.
3. All used tires must be located inside the Building or within a permitted accessory structure. A contract indicating that used tires will be picked up at least biweekly must be provided to Community and Economic Development Department staff prior to approval of business registration for the Proposed Use. The Petitioner must have an active tire disposal contract at all times during the operation of the Proposed Uses.
4. All vehicles related to the Proposed Use must be stored on the Subject Property, on a dust-free hard surface. Any inoperable vehicles must be located inside the Building or placed in the parking/driveway area at the rear of the Property (“Rear Parking Area”), in which case the Rear Parking Area must contain striped parking spaces that satisfy all dimensional requirements of Chapter 12-9 (Off-Street Parking and Loading).

5. Identification and directional signs must be located on site noting the locations available for customers of the proposed business at 1065 Lee and noting that parking on the adjacent parking lot at 1062 Lee is prohibited.
6. Parking vehicles related to the Proposed Uses on the adjacent parking lot located at 1062 Lee Street is strictly prohibited, until and unless the Petitioner (i) acquires or leases this property; and (ii) obtains approval of an amendment to the Conditional Use Permits to allow the expansion of the Proposed Uses.
7. No motor vehicle sales may be conducted on the Subject Property without the required state dealer license. Prior to issuance of building registration, the Petitioner must obtain the state dealer license. The City will cooperate in prerequisite process, such as signing the Certificate of Proper Zoning.
8. No more than five motor vehicles may be displayed for sale on the Subject Property at one time. Through signs, striping, or a combination, these five spaces should be identified and reserved. Adding additional motor vehicle sales display spaces would require an amendment to the Conditional Use Permits. Sufficient parking spaces to meet the minimum off-street parking requirements for the Proposed Uses must be provided on the Subject Property at all times.
9. All parking areas on the Subject Property must be paved, striped, and landscaped according to all applicable Zoning Ordinance standards. Accessible parking spaces must be located on the Subject Property to meet accessibility standards pursuant to Section 12-9-8 and Illinois Accessibility Code. The Petitioner may revise the Site Plan to adjust striping and landscaping; provided, however, the final plan includes the minimum number of spaces for this use and the spaces conform to the requirements of the Zoning Code.
10. Three feet of landscaping must be provided around the base of the existing pole sign on the Subject Property, pursuant to Section 12-11-4.G. Landscaping or landscape planter boxes must be added to the street-facing portion of the Building or parking lot areas prior to the City's approval of a business registration for the Proposed Uses.
11. The Petitioner must obtain a parking lot permit for the work required by this Ordinance before the City will issue a business registration for the Proposed Uses. The Petitioner may revise the site plan approved with this conditional use; provided, however, the Rear Parking Area, if intended to be used for any parking, must meet dimensional requirements pursuant to Chapter 12-9. The parking lot permit must indicate that all gravel areas will be removed from the Subject Property and be replaced by an approved landscaping material (turf, wood mulch, or other plant materials), pursuant to Section 12-10-6.

Attachments:

Attachment 1: Location Map

Attachment 2: Site and Context Photos

Attachment 3: PZB Chairman Szabo Memo to Mayor and City Council

Attachment 4: Excerpt of Approved Minutes from the July 11, 2023 PZB Meeting

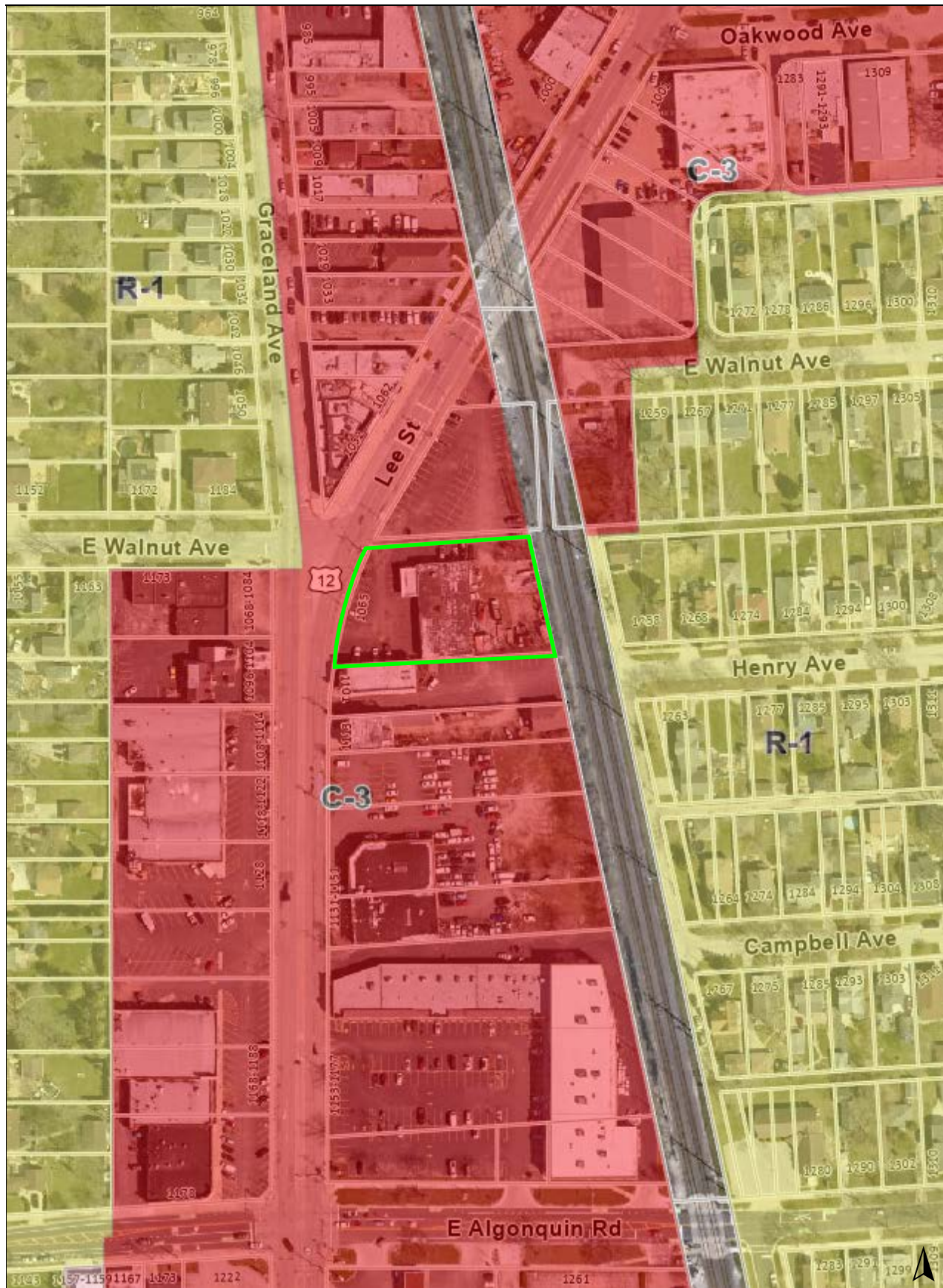
Ordinance Z-18-23

Exhibit A: Project Narrative and Responses to Standards

Exhibit B: Plat of Survey

Exhibit C: Site Plan

Exhibit D: Unconditional Agreement of Consent

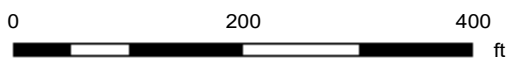


Legend

Subject Site

Zoning

- C-1: Neighborhood Shopping
- C-3: General Comm
- R-1: Single Family Residential



Print Date: 7/3/2023

Notes

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



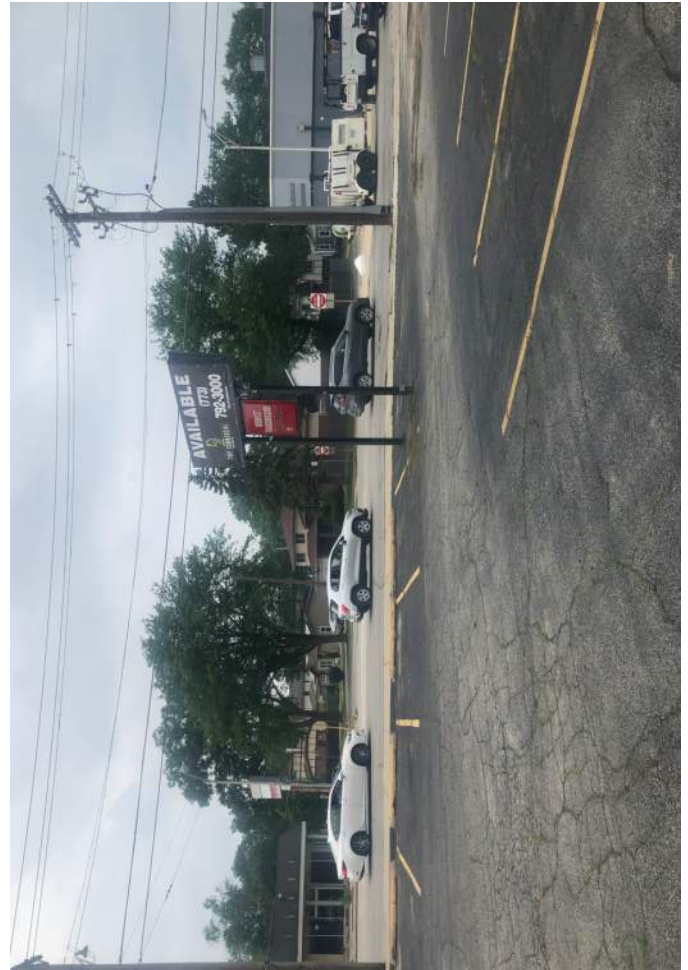
View of 6 work bays with overhead doors



View of rear parking area with gravel, debris and dumpster enclosure.



1065 Lee - Public Notice Sign



View of existing pole sign and parking lot, facing Lee Street



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

July 12, 2023

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

Subject: Planning and Zoning Board, Conditional Use Permit, Case # 23-035-CU

RE: Consideration of Conditional Use Permits for Auto Service Repair and Motor Vehicle Sales

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on July 11, 2023 to consider a conditional use permit for 1065 Lee St.

1. The petitioners explained their request: conditional use permits for auto service repair and motor vehicle sales on the property. This site was previously Midwest Automotive, an auto service repair business that included limited motor vehicle sales. The petitioner operates two separate businesses in other suburbs of Chicagoland and would like to consolidate the business into 1065 Lee St.
2. The Board asked about dumpster locations; the petitioner explained the dumpster will be located in the rear area of the lot and a driveway will be paved for access to the dumpster and the two rear overhead doors. The Board asked the petitioner about parking spaces and access to the site through the public alley; the petitioner stated access has always been provided through the public alleyway and staff stated this alley could be vacated at a later date, if the petitioner or City desires it. The Board asked about the number of vehicles inside and outside of the building and whether sufficient parking is provided; the petitioner stated there may be 5-10 vehicles at a time and sufficient parking for employees and customers. With their normal business operations, the petitioner stated they do not typically fill up all spaces for their current business operations, and intend to designate the front spaces for the motor vehicle sales.
3. Staff provided a presentation on the staff report, explaining the request and existing conditions. Staff discussed the history of the building, the proposed floor plan, and provided the proposed conditions of approval for the case, discussing previous code enforcement issues and revocation of conditional use from the previous property owner. The Board asked about the condition requiring removal of gravel in the rear parking area and the pavement; staff explained the condition required the removal of a non-compliant landscaping material (gravel) and replacement with grass where there is not a dust-free hard surface. Staff clarified that removal of the gravel will be required regardless of any future improvements to the rear parking lot.

4. There was no public comment for this item.
5. The Planning and Zoning Board *recommended* (4-0) that the City Council *approve* of the conditional use permit, with the suggested conditions of approval.

Respectfully submitted,

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

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

1. Address: 1065 Lee Street

Case Number 23-035-CU

The petitioner and contract purchaser, Krzysztof Bernatek, is proposing a conditional use to allow for auto service repair and motor vehicle sales at 1065 Lee St

PIN: 09-20-214-002-0000

Petitioner: Krzysztof Bernatek, 2017 De Cook Ave., Park Ridge, IL 60068

Owner/Property Control: Centrust Bank, 385 Waukegan Rd., Northbrook, IL 60062

Ward Number: #3, Alderman Sean Oskerka

Existing Zoning: C-3, General Commercial

Surrounding Zoning:
North: C-3, General Commercial
South: C-3, General Commercial
East: Railroad tracks; R-1, Single Family Residential
West: C-3, General Commercial

Surrounding Land Uses:
North: Parking lot
South: Commercial building
East: Commercial buildings
West: Railroad tracks

Street Classification: Lee Street is classified as a major road under jurisdiction of the Illinois Department of Transportation (IDOT).

Comprehensive Plan: Commercial is the recommended use for this property.

Property/Zoning History:
The property currently consists of a commercial building and a gravel parking area to the east. For several decades, Midwest Automotive operated at this property until closing in 2020. In 2001, a conditional use was granted to sell four motor vehicles on the site. In 2019, an amendment to the conditional use allowed for the sale of up to ten motor vehicles on the property; however, in 2020, the conditional use for motor vehicle sales was rescinded due to a number of code violations. Specifically, vehicles were parked on the adjacent lot (parking lot for 1062 Lee), vehicles

unassociated with the business were stored in the rear parking lot, and landscaping required by the previous conditional use was never installed. Since the closure of the business in 2020, several additional code enforcement issues have emerged, including debris stored on the site and the parking of trucks unassociated with a business in the rear gravel parking area.

Project Description:

The petitioner and contract purchaser, Krzysztof Bernatek, is proposing a conditional use to allow for auto service repair and motor vehicle sales at 1065 Lee St.

Proposed Use and Business Operation Details

Justpol Automotive is a proposed new auto service repair business. Currently the petitioner owns Kris Touhy Auto, which consists of two automotive repair businesses accessory to gas stations at 8801 Waukegan Road in Morton Grove and 5035 West Touhy Ave in Skokie. Currently, Kris Touhy Auto provides auto service repair (including tire replacement and repair, oil changes, and other activities associated with auto service repair) within gas stations. The petitioner intends to operate their first stand-alone auto service repair business at 1065 Lee St.

Six bays in the building will be used for auto repair; the office area will be used for general administrative duties as well as a waiting room and an area to display products for sale to auto repair customers. Per the petitioner, any retail activities will be associated with the auto service repair customers. No auto body repair will occur on this property.

Motor vehicle sales are a conditional use allowed within the C-3 Zoning District if they exceed 25,000 square feet. This property is 31,326 square feet. The motor vehicle sales will consist of five spaces, as noted on the Site Plan attachment. The petitioner may choose to expand the number of spaces used for motor vehicle sales in the future, after the rear parking lot is improved; expanding the number of sale spaces will require amendment to the conditional use.

Improvements to the Site

As discussed in the Property/Zoning History of this report, the property was previously an auto service repair business with long-term operations. Limited interior renovations are necessary to make the site suitable for the repair of vehicles in this location. Six repair bays are located within the building.

Proposed exterior improvements will include restriping and resurfacing of the parking lot, including adding two accessible spaces (as required by Section 12-9-8). The petitioner also plans to remove gravel from the rear parking area and pave an asphalt driveway in the back of the property leading to the dumpster enclosure and the rear overhead doors. Any unpaved areas on the property, including the remainder of the gravel parking lot in the rear, will be covered with grass, wood mulch, or other plant materials, as required by Section 12-10-6.A. Several suggested conditions of approval involve these property improvements, which per the site plan are intended to enhance the rear of the property and lessen the amount of hardscape (parking surface) in favor of increasing the amount of landscaped area.

Impact to Neighborhood

Noise and odor associated with this site will be typical of an auto service repair use, which is the historical use of this property. The proposed hours of operation will be 8:00 a.m. to 5:00 p.m., Monday through Friday, Saturday 8:00 a.m. to 12:00 p.m. The proposed number of employees will be 10 or fewer. No additional entrances are proposed at this site; access will be provided by the existing two driveways.

A traffic study was not requested by staff, as the scale of this operation is the same as the previous use in this location and no known issues with traffic were communicated by Police or Code Enforcement surrounding the business that previously operated at this site. However, several violations were issued for the previous business, as discussed in the Property/Zoning History section of this report. Several suggested conditions of approval were written to provide assurances this conditional use will not result in additional violations if this type of use is reinstated.

Parking

The below table provides an overview of required and provided parking for this building and uses. After improvement of the rear parking area, additional parking spaces will be added to the total; however, the petitioner does not have specific plans. If additional display spaces are requested in the future, the petitioner would be required to amend the conditional use, as specified in the suggested conditions of approval.

Use	Requirement	Total Required	Total Proposed
Automotive service repair	2 spaces per service bay, plus 1 space for every 200 square feet of accessory retail	6 service bays = 12 spaces 1425 sq ft of office = 8 spaces 20 spaces	21 spaces
Motor vehicle sales	1 space for every 500 square feet of showroom and office floor area, plus 1 space for every 20 vehicle display spaces (required off street parking spaces cannot be occupied by motor vehicles for sale or for lease)	5 vehicle display spaces No showroom or office specifically for the motor vehicle sales 0 required spaces	5 vehicle display spaces
Accessible Spaces	Parking lots with 21 to 50 spaces require 2 spaces	2 accessible spaces	2 accessible spaces
Total Spaces:		<u>Required</u> 20 off-street parking spaces 2 accessible spaces	<u>Proposed</u> 21 off street parking spaces* 5 display spaces for motor vehicle sales 26 total spaces
*Includes accessible spaces			

Most vehicles will be repaired and returned to the customer within 24 hours, per the petitioner. A suggested condition of approval would require all inoperable vehicles to be placed inside the building or in the rear parking lot only in striped spaces that would comply with the dimensional requirements of the Zoning Ordinance.

An additional suggested condition of approval acknowledges issues with the former auto service repair business using the adjacent parking lot to park vehicles. This parking lot on 1062 Lee Street is owned by a separate property owner and may not be used to park or store vehicles. The suggested condition of approval requires signage indicating parking areas for the auto repair business and stating that no parking is permitted on the adjacent property.

Standards for Conditional Use

The following is a discussion of standards for conditional uses from Section 12-3-4(E) of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is

provided below and in the petitioner’s response to standards. The PZB may use this rationale toward its recommendation, or the Board may make up its own.

1. The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:

Comment: Auto service repair and motor vehicle sales (on properties greater than 25,000 square feet) are conditional uses within the C-3, General Commercial District.

PZB Additions or Modifications (if necessary): _____

2. The proposed Conditional Use is in accordance with the objectives of the City’s Comprehensive Plan:

Comment: The 2019 Comprehensive Plan illustrates this area to be used for Commercial. This business would bring commercial activity into this area; several buildings in this corridor are vacant, and revitalization with new businesses would be beneficial to the vitality of this area of Lee Street.

PZB Additions or Modifications (if necessary): _____

3. The proposed Conditional Use is designed, constructed, operated, and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity:

Comment: Many suggested conditions of approval are included with this case to provide assurances about the use being compliant with applicable zoning requirements, including requiring improvements to the parking lot, removal of gravel from the rear parking area, and providing landscaping around the pole sign and in front of the building or parking lot. No modifications to the exterior of the building are proposed.

PZB Additions or Modifications (if necessary): _____

4. The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:

Comment: As discussed in the Petitioner’s Response to Standards, the business will operate Monday through Friday 8:00 a.m. to 5:00 p.m., and Saturday 8:00 a.m. to 12:00 p.m. The property is within an existing commercial area, with no residences directly adjacent. See the Petitioner’s Narrative and Response to Standards for additional information about business operations. The suggested conditions of approval surrounding the location of parking, storage, disposal of materials, and landscaping are meant to provide assurances that limit any disturbance or nuisance to the neighborhood, either through the business operations or aesthetics of improvements.

PZB Additions or Modifications (if necessary): _____

5. The proposed Conditional Use is to be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or, agencies responsible for establishing the Conditional Use shall provide adequately any such services:

Comment: The existing building has been adequately served by essential public facilities and services. Staff has no concerns that the proposed use will not be adequately served with essential public facilities and services. Prior to business registration approval, the petitioner must provide a waste oil agreement to the Fire Prevention Bureau and undergo an inspection of the building by the fire, building, and zoning divisions to determine compliance with this conditional use and all applicable local, state and federal regulations.

PZB Additions or Modifications (if necessary): _____

6. The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:

Comment: The proposed use would not create a burden on public facilities. This new business would be located within an existing building and provide additional business activity to this corridor.

PZB Additions or Modifications (if necessary): _____

7. The proposed Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors:

Comment: Traffic generated by these uses will be consistent with the amount of traffic previously generated at this site, and staff believes the existing street network can accommodate the traffic for this use. This auto service repair use would result in the same amount of fumes, noise, and odors as other similar businesses, including the former business at this location.

The petitioner indicates in their narrative and response to standards that any hazardous materials generated by this use (oil, tires, etc.) will be properly handled and meet city, state, and federal requirements. Used tires are picked up by a third-party tire disposal company every other week, per the petitioner's response to standards. A suggested condition of approval states where used tires may be located and requires the petitioner to provide to staff a copy of this tire disposal company contract.

No underground storage tanks (UST) are proposed for this property; a previous used oil tank was located on this site and removed in 1990, per the State Fire Marshall UST Database.

PZB Additions or Modifications (if necessary): _____

8. The proposed Conditional Use provides vehicular access to the property designed so that it does not create an interference with traffic on surrounding public thoroughfares:

Comment: Access to the building will continue to be provided by two existing driveways along Lee Street. Traffic generated by these uses will be consistent with the amount of traffic previously generated at this site, so a traffic study was not requested by staff. Staff believes that the existing street network can accommodate the traffic for this new use, as the intensity is not increased compared to the previous use at this location.

PZB Additions or Modifications (if necessary): _____

9. The proposed Conditional Use does not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance:

Comment: The subject property is within an existing building and thus would not result in the loss or damage of natural, scenic, or historic features. No new development is proposed for this site.

PZB Additions or Modifications (if necessary): _____

10. The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:

Comment: The proposed uses comply with all applicable requirements as stated in the Zoning Ordinance. Several proposed improvements and related suggested conditions of approval are proposed that would bring this property into closer conformance with requirements, including providing handicap accessible parking spaces, landscaping, and removal of non-permitted landscaping material (gravel) from the rear parking area.

PZB Additions or Modifications (if necessary): _____

PZB Procedure and Recommended Conditions: Under Section 12-3-4.D (Procedure for Review and Decision for Conditional Uses) of the Zoning Ordinance, the PZB has the authority to *recommend* that the City Council approve, approve subject to conditions, or deny the above-mentioned conditional use permit. City Council has final authority on the proposal.

Consideration of the request should be based on a review of the information presented by the applicant and the findings made above, as specified in Section 12-3-4.E (Standards for Conditional Uses) of the Zoning Ordinance. If the PZB recommends and City Council ultimately approves the request, staff recommends the following conditions.

Recommended Conditions of Approval:

1. No motor vehicles unassociated with the petitioner's business operations may be parked in any of the parking areas associated with the property.
2. Except for operable motor vehicles, no materials or supplies related to this use may be stored outside the building or the dumpster enclosure. Prior to business registration, all debris must be removed from the property, including the rear parking area.
3. All used tires must be located inside a building or within a permitted accessory structure. A contract indicating at minimum biweekly pickup of used tires must be provided to Community and Economic Development staff prior to approval of business registration. This tire disposal contract must be active if the auto service repair use is active on this property.
4. Any vehicles related to this use must be stored on this property, on a dust-free hard surface. Any inoperable vehicles must be located inside the building or placed in the rear parking/driveway area, in which case the rear driveway area must contain striped parking spaces that satisfy all dimensional requirements of Chapter 12-9 (Off-Street Parking and Loading).
5. Identification and directional signs must be located on site noting the locations available for customers of the proposed business at 1065 Lee and noting that parking on the adjacent parking lot at 1062 Lee is prohibited.
6. Parking on the adjacent parking lot at 1062 Lee St is strictly prohibited, until and unless the petitioner acquires or leases this property, in which case the additional parking would be an expansion, and an amended conditional use would be required.
7. Motor vehicle sales requires a state dealer license. Prior to issuance of building registration, petitioner must obtain license; the City will cooperate in prerequisite process, such as signing the Certificate of Proper Zoning.
8. No more than five motor vehicles may be displayed for sale on site at one time. Through signs, striping, or a combination, these five spaces should be identified and reserved. Additional display spaces would require an amendment to the conditional use. Sufficient spaces to meet the minimum off-street parking requirements shall be provided on the property at all times.
9. All parking areas must be paved, striped, and landscaped according to all applicable Zoning Ordinance standards. Accessible parking spaces shall be located on site to meet accessibility standards pursuant to Section 12-9-8 and Illinois Accessibility Code. The petitioner may revise the site plan approved with this conditional use to adjust striping and landscaping; provided, however, the final plan includes the minimum number of spaces for this use.
10. Three feet of landscaping must be provided around the base of the existing pole sign, pursuant to Section 12-11-4.G. Landscaping or landscape planter boxes must be added to the street-facing portion of the building or parking lot prior to business registration.
11. A parking lot permit to reflect the site plan must be issued prior to business registration. The petitioner may revise the site plan approved with this conditional use; however, the paved area in the rear, if intended to be used for any parking, must meet dimensional requirements pursuant to Chapter 12-9. This permit must indicate all gravel will be

removed from the property and be replaced by an approved landscaping material (turf, wood mulch, or other plant materials), pursuant to Section 12-10-6.

Attachments:

- Attachment 1: Location Map
- Attachment 2: Site and Context Photos
- Attachment 3: Project Narrative and Responses to Standards
- Attachment 4: Plat of Survey
- Attachment 5: Site Plan

Chair Szabo swore in petitioners, Christian Bernatek and Krzysztof Bernatek for 1065 Lee Street.

C. Bernatek stated that they are requesting two conditional use permits for Auto Repair and Auto Sales. He stated that they started their business in Park Ridge in 2005. They have since moved to two locations, one in Skokie and one in Morton Grove. They would like to merge the businesses under one roof in Des Plaines. He stated that they are mechanics, and they usually have the vehicles 1-2 days. Mr. C. Bernatek stated that they plan to resurface the front parking lot, refinish the stucco in the front, add two accessible parking spaces in the front. He plans to add landscaping. He proposes a driveway to access the two doors in the back. The rest of the area would be wood chips or other landscaping. He stated that the dumpster would be enclosed in the back. He discussed the site plan.

Chair Szabo asked where the dumpster would be located?

C. Bernatek stated they plan to put the dumpster in the back on a concrete pad. He plans to have the dumpster hidden.

Member Weaver asked about the parking space lines on the site map. He asked if the two accessible parking spots are in the front of the building. And if the alley is in the right of way and would be used for the garbage truck to get to the dumpster? He asked if he was planning to use the 8 feet of public way?

C. Bernatek stated that there would be two accessible parking spaces in the front and there would be parking on the side as well. He stated that he has 30 feet from the building allowing a driving area. The alley was used as a street in the past it dead ends into the railroad. No one uses it unless they are accessing the properties.

Member Hofherr asked how many vehicles do you anticipate inside and outside the business? He also said that the front of the business has spaces. Would the side spaces be used for employees?

K. Bernatek stated that they will have enough parking. He stated they could have between 5-10 vehicles at a time. Their goal is to have 50-75% of allowable spaces used. He stated that the

North end is designated for the front spaces. The bay doors will be used for customers and the side areas would most likely be used for employees.

Samantha Redman, Planner gave the staff report. She explained the two Conditional Use requests for 1065 Lee Street. One is for Auto Services and the other is for Motor Vehicle Sales. She gave a presentation explaining requests. The location is zoned C-3. She went over the site photos showing the bays, dumpster, and parking lots. Ms. Redman gave the background of the property. She explained the Conditional Use for Motor Vehicle Sales in C-3 requires 25,000 square feet. The petitioner has over 31, 00 square feet. She stated that the parking lot will need to be resurfaced and restriped. There are already parking spaces. They could request to vacate the alley in the future. They will also need to add landscaping. They will need to add accessible parking spaces. They currently have 6 bay spaces. There is a gravel parking lot in the rear that is not allowed in Des Plaines. There are plans to remove the gravel and redo the parking lot. There is currently a driveway in the back for the dumpster and bay door. There are 11 suggested Conditions of Approval.

Chair Szabo asked if the petitioner is aware of all the recommended conditions and if they have a problem with any of them.

C. Bernatek stated that they do not have a problem with any of the conditions.

Member Weaver asked about Condition 11, stating the petitioner may revise the site plan approved with this conditional use; however, the paved area in the rear, if intended to be used for any parking, must meet dimensional requirements pursuant to Chapter 12-9. This permit must indicate all gravel will be removed from the property and be replaced by an approved landscaping material (turf, wood mulch, or other plant materials), pursuant to Section 12-10-6. Member Weaver asked that if they have the ability to remove the gravel without needing to improve the parking lot. Ms. Redman stated yes, they will need to removal the gravel but do not need to get a full parking lot permit to do this; the intent with the condition is to provide flexibility.

Chair Szabo asked the audience if anyone is in favor or opposes this request. – No responses.

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to recommend that the City Council approve the Conditional Use permit with the eleven conditions drafted by staff.

AYES: Weaver, Hofherr, Saletnik, Szabo
NAYES: None
ABSTAIN: None

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

CITY OF DES PLAINES

ORDINANCE Z - 18 - 23

AN ORDINANCE APPROVING CONDITIONAL USE PERMITS TO ALLOW AUTO SERVICE REPAIR AND MOTOR VEHICLE SALES AT 1065 LEE ST, DES PLAINES, ILLINOIS. (Case # 23-035-CU).

WHEREAS, Krzysztof Bernatek, doing business as Justpol Automotive ("**Petitioner**"), is the contract purchaser of the property commonly known as 1065 Lee St., Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property, which is located in the C-3 General Commercial District of the City ("**C-3 District**"), is improved with a one-story commercial building ("**Building**"), a surface parking lot ("**Parking Lot**"), and a gravel parking area ("**Gravel Parking Area**"); and

WHEREAS, the Petitioner desires to operate an auto service repair business and with a motor vehicle sales component on the Subject Property ("**Proposed Uses**"); and

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

WHEREAS, pursuant to 12-7-3.K of the Zoning Ordinance, auto service repair and motor vehicle sales uses are permitted in the C-3 District only if conditional use permits are approved by the City Council; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the Petitioner filed an application with the City for the approval of conditional use permits to allow the operation of the Proposed Uses on the Subject Property ("**Conditional Use Permits**"); and

WHEREAS, Centrust Bank is the owner of the Subject Property and has consent to Petitioner's application; and

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

WHEREAS, within 90 days from the date of the Petitioner's application a public hearing was held by the PZB on July 11, 2023 pursuant to notice published in the *Des Plaines Journal* on June 21, 2023; and

WHEREAS, notice of the public hearing was mailed to all property owners within 500 feet of the Subject Property; and

WHEREAS, during the public hearing, the PZB heard testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the applicable provisions of the Zoning Ordinance; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on July 12, 2023, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 4-0, to approve the Conditional Use Permits, subject to certain terms and conditions; and

WHEREAS, the Petitioner made representations to the PZB with respect to the Conditional Use Permits which representations are hereby found by the City Council to be material and upon which the City Council relies in approving the Conditional Use Permit; and

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated July 27, 2023, and has determined that it is in the best interest of the City and the public to approve the Conditional Use Permits in accordance with the provisions of this Ordinance;

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

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

SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY. The Subject Property is legally described as follows:

THAT PART OF LOT 1, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, 87.16 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 1; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 1, 62.84 FEET; THENCE EAST ON A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1 TO THE EASTERLY LINE OF SAID LOT 1; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, IN AUGUST RADDATZ' SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LEE STREET AND WEST OF THE RIGHT-OF-WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STS. MARIE RAILWAY, ACCORDING TO PLAT OF SAID SUBDIVISION FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON

DECEMBER 19, 1921 AS DOCUMENT LR144799, IN COOK COUNTY,
ILLINOIS.

PIN: 09-20-214-002-0000

Commonly known as 1065 Lee St., Des Plaines, Illinois.

SECTION 3. APPROVAL OF CONDITIONAL USE PERMITS. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council hereby grants the Petitioner the Conditional Use Permits to allow the operation of the Proposed Uses on the Subject Property. The Conditional Use Permits granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

SECTION 4. CONDITIONS. The Conditional Use Permits granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions:

A. Compliance with Law and Regulations. The development, use, operation, and maintenance of the Proposed Use and the Subject Property by the Petitioner and the Owner must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. Compliance with Plans. Except for minor changes and site work approved by the City Director of Community and Economic Development or Director of Public Works and Engineering (for matters within their respective permitting authorities) in accordance with all applicable City standards, the development, use, operation, and maintenance of the Proposed Use and the Subject Property by the Petitioner and the Owner must comply with the following plans provided by the Petitioner:

1. The Project Narrative, prepared by the Petitioner, consisting of four pages, and undated, a copy of which is attached to and made a part of this Ordinance as *Exhibit A*; and

2. The Plat of Survey, prepared by Exacta Land Surveyors, Inc., consisting of two sheets, and dated April 25, 2023, a copy of which is attached to and made a part of this Ordinance as *Exhibit B*; and

3. The Site Plan, prepared by the petitioner, consisting of one sheet, and dated July 5, 2023, a copy of which is attached to and made a part of this Ordinance as *Exhibit C* (“*Site Plan*”).

C. Other Conditions.

1. No motor vehicles unassociated with the Petitioner’s business operations for the Proposed Uses may be parked on any of the parking areas associated with the Subject Property.

2. Except for operable motor vehicles, no materials or supplies related to the Proposed Use may be stored outside the Building or the dumpster enclosure serving the Subject Property. Prior to obtaining a business registration, all debris must be removed from the Subject Property, including the rear parking area.

3. All used tires must be located inside the Building or within a permitted accessory structure. A contract indicating that used tires will be picked up at least biweekly must be provided to Community and Economic Development Department staff prior to approval of business registration for the Proposed Use. The Petitioner must have an active tire disposal contract at all times during the operation of the Proposed Uses.

4. All vehicles related to the Proposed Use must be stored on the Subject Property, on a dust-free hard surface. Any inoperable vehicles must be located inside the Building or placed in the parking/driveway area at the rear of the Property (“*Rear Parking Area*”), in which

case the Rear Parking Area must contain striped parking spaces that satisfy all dimensional requirements of Chapter 12-9 (Off-Street Parking and Loading).

5. Identification and directional signs must be located on site noting the locations available for customers of the proposed business at 1065 Lee and noting that parking on the adjacent parking lot at 1062 Lee is prohibited.

6. Parking vehicles related to the Proposed Uses on the adjacent parking lot located at 1062 Lee Street is strictly prohibited, until and unless the Petitioner (i) acquires or leases this property; and (ii) obtains approval of an amendment to the Conditional Use Permits to allow the expansion of the Proposed Uses.

7. No motor vehicle sales may be conducted on the Subject Property without the required state dealer license. Prior to issuance of building registration, the Petitioner must obtain the state dealer license. The City will cooperate in prerequisite process, such as signing the Certificate of Proper Zoning.

8. No more than five motor vehicles may be displayed for sale on the Subject Property at one time. Through signs, striping, or a combination, these five spaces should be identified and reserved. Adding additional motor vehicle sales display spaces would require an amendment to the Conditional Use Permits. Sufficient parking spaces to meet the minimum off-street parking requirements for the Proposed Uses must be provided on the Subject Property at all times.

9. All parking areas on the Subject Property must be paved, striped, and landscaped according to all applicable Zoning Ordinance standards. Accessible parking spaces must be located on the Subject Property to meet accessibility standards pursuant to Section 12-9-8 and Illinois Accessibility Code. The Petitioner may revise the Site Plan to adjust striping and

landscaping; provided, however, the final plan includes the minimum number of spaces for this use and the spaces conform to the requirements of the Zoning Code.

10. Three feet of landscaping must be provided around the base of the existing pole sign on the Subject Property, pursuant to Section 12-11-4.G. Landscaping or landscape planter boxes must be added to the street-facing portion of the Building or parking lot areas prior to the City's approval of a business registration for the Proposed Uses.

11. The Petitioner must obtain a parking lot permit for the work required by this Ordinance before the City will issue a business registration for the Proposed Uses. The Petitioner may revise the site plan approved with this conditional use; provided, however, the Rear Parking Area, if intended to be used for any parking, must meet dimensional requirements pursuant to Chapter 12-9. The parking lot permit must indicate that all gravel areas will be removed from the Subject Property and be replaced by an approved landscaping material (turf, wood mulch, or other plant materials), pursuant to Section 12-10-6.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than \$75.00 or more than \$750.00 for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the Petitioner fails to develop or maintain the Subject Property in accordance with the requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance, the Conditional Use Permit granted in Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation of the Conditional Use Permit, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner.

SECTION 6. BINDING EFFECT; NON-TRANSFERABILITY; EFFECT ON PRIOR APPROVALS. The privileges, obligations, and provisions of each and every section and requirement of this Ordinance are for and shall inure solely to the benefit of the Petitioner. Nothing in this Ordinance shall be deemed to allow the Petitioner to transfer any of the rights or interests granted herein to any other person or entity without the prior approval of the City Council by a duly adopted amendment to this Ordinance.

SECTION 7. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after the occurrence of the following:

- A. its passage, approval and publication in pamphlet form as provided by law;
- B. the Petitioner providing sufficient proof, in the form of a title commitment or recorded deed, that it has obtained ownership of the Subject Property to City staff; and
- C. the filing with the City Clerk by the Petitioner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as *Exhibit D*; and
- D. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.
- E. In the event that the Petitioner does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 8.C of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

VOTE: AYES _____ NAYS _____ 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 Approving a Conditional Use Permits (CU) 1065 Lee St.

Subject: Conditional Use Approval for Automotive Repair and Sales Business in Des Plaines

Dear Members of the Des Plaines City Council,

I hope this letter finds you in good health and high spirits. I am writing to formally request your esteemed council's conditional use approval for the establishment of an automotive repair and sales business on a commercial lot in the city of Des Plaines, Illinois. As members of the local community, my family and I, who are Polish and have resided in Park Ridge for over 25 years, are eager to contribute positively to the city's economic growth and provide exemplary automotive services to its residents.

Business Overview:

Our proposed automotive repair and sales business endeavors to deliver exceptional automotive services to the residents of Des Plaines and the neighboring areas. Drawing upon our extensive experience in the industry, our goal is to establish a reputable establishment that offers a comprehensive range of services, including routine maintenance, repairs, and the sale of pre-owned vehicles. With a strong emphasis on customer satisfaction, we aim to build long-lasting relationships with our clientele, earning their trust and loyalty.

Polish Family-Owned Business:

As proud members of the Polish community and long-time residents of Park Ridge, we hold strong ties to the local area and its residents. Our family-owned business embodies the principles of hard work, integrity, and dedication. We are committed to making a positive impact on the local economy and fostering employment opportunities for the Des Plaines workforce. By opening our automotive repair and sales business, we seek to contribute to the city's growth and prosperity, while providing personalized and attentive service to our valued customers.

Employment and Size:

In-line with our vision for personalized service and maintaining close connections with our customers, our business model entails employing a small and dedicated team of professionals. We anticipate a workforce of less than ten individuals, carefully selected for their expertise and commitment to excellence. By cultivating a close-knit team, we aim to create a welcoming environment that fosters trust, reliability, and exceptional customer service.

Property Improvement Plans:

Recognizing the importance of enhancing the property and aligning it with the aesthetic values of Des Plaines, we have developed comprehensive plans for property improvements. Our proposed upgrades include:

a) Resurfacing Parking Lot: We intend to resurface the parking lot area in front and side of the property, ensuring a safe and well-maintained area that meets the highest standards of safety and convenience for our customers and employees. Regarding the improvements to the rear parking lot area, we are considering enhancements, but believe it would be more feasible to

undertake them in the future, after the business has been running, allowing us to establish a solid foundation first.

b) Exterior Renovations: To enhance the visual appeal of the property, we plan to apply new paint on stucco on the building's exterior. This renovation will give the facility a fresh and modern appearance that harmonizes with the architectural character of Des Plaines.

c) Interior Upgrades: The Interior itself does not require much to invest in. Our investment in repainting the walls and applying epoxy flooring will transform the interior into a clean and inviting space. This improvement will create a pleasant atmosphere for our customers, reinforcing their satisfaction and comfort.

d) Front Signage: We are committed to maintaining the highest standards of professionalism and brand identity. To this end, we will repaint the front sign, and add in a few pottery plants, ensuring that it stands as a visually appealing sign in the community, representing our dedication to excellence.

e) Landscaping: We recognize the significance of green spaces in creating a harmonious environment. Thus, we plan to remove weeds and introduce well-maintained pottery plants in the front of the property. This landscaping effort will not only enhance the property's curb appeal but also promote a sense of environmental responsibility.

In conclusion, we firmly believe that the establishment of our automotive repair and sales business will bring substantial benefits to the city of Des Plaines, its residents, and taxpayers. Our commitment to delivering exceptional automotive services, coupled with our property improvement plans and our status as a Polish family-owned business with deep roots in the neighboring community of Park Ridge, make us confident in our ability to contribute positively to the local economy. We kindly request the Des Plaines City Council's favorable consideration of our conditional use approval application.

Thank you for your attention to this matter, and we remain at your disposal for any further information or clarification you may require. We eagerly await the opportunity to serve the community and become an integral part of the vibrant Des Plaines business landscape.

Yours sincerely,

Krzysztof Bernatek

Standards For Conditional Uses

The proposed conditional use is in fact a conditional use established within the specific zoning district involved;

Yes, this property is zoned C-3, general commercial, which allows for auto service repair uses with a conditional use permit. The proposed auto service repair use was active on this property for over 20 years. However, since the business has not been operated for more than a year, we are required to get approval for a new conditional use.

The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;

This area of Des Plaines has had brick and mortar businesses that have been closing down, mainly due to the location and slow traffic. Our goal is to improve the area by bringing in business and hopefully bring in more traffic to the area. This area is illustrated as "Commercial" in the 2019 Comprehensive Plan; this proposed use would provide additional commercial activity to this area.

The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;

The general structure of the building currently on the property was automotive repair/sales, surrounded by multiple commercial properties. Our intention is to keep the integrity of the building with improvements to help bring in business but keep the character of the property. Any entrances/exits leading to Lee St. will also be kept the same, keeping the same amount of traffic.

The proposed conditional use is not hazardous or disturbing to existing neighboring uses;

When running an auto repair business, it is important to keep the property and surrounding area clean from any hazardous materials. We've been in the Gas Station/ Auto repair business for over a decade, so we know how to deal with any wastes required by the Fire Department or Epa. Any used oil, antifreeze, or any other fluids is collected in a Oil tank and pumped out by a third party. Any oil that reaches the ground, a triple catch basin is installed, stopping any toxic wastes before reaching the sewage system.

The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible

for the establishment of the proposed conditional use shall provide adequately any such services;

This site was previously used for this exact use in this location; it is not anticipated the proposed use will create any additional strain on public services or facilities.

The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;

The proposed Conditional Use does not require any additional public expense for public facilities and services. Our intention is to keep it the same as the previous conditional use.

The proposed conditional use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;

The conditional uses are for automotive repair/sales which requires us to follow city and epa guidelines to help keep the environment safe. We are also licensed to handle Freon for A/C repairs, which requires us to use machinery to vacuum out any used freon into tanks. Finally, any used tires we are required to dispose of by a third party tire disposal company that comes collects every other week. Fire extinguishers are installed in multiple areas of the property and inspected by the fire department, for any emergencies.

For any customer coming in, most of them will be by appointment, not requiring too much parking.

The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;

The property has two entrances/exits that lead into Lee street, and no additional access points will be constructed to/from this site. Both are about two car lengths wide and do not interfere with traffic or surroundings. The parking lot next door will not be used to park vehicles; we will include signage and tell customers to only park on our property.

The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and

The conditional uses does not require to destroy, loss or damage any natural or historic feature of major importance, nor is it our intention.

The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested

Any additional regulations for the requested conditional use will be considered. Any improvements we see that would be beneficial for both the property and for the city is explained in the written letter.



www.exactalands.com | office: 773.305.4011



PROPERTY ADDRESS:
1065 LEE STREET, DES PLAINES, ILLINOIS 60016

SURVEY NUMBER: 2304.4115

DATE SIGNED: 04/25/23 **FIELD WORK DATE:** 4/24/2023

REVISION DATE(S):
(REV.1 4/25/2023)

POINTS OF INTEREST
NONE VISIBLE

STATE OF ILLINOIS }
COUNTY OF LASALLE } SS

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. GIVEN UNDER MY HAND AND SEAL THIS DATE HEREON.

Handwritten signature of Warren D. Johnson



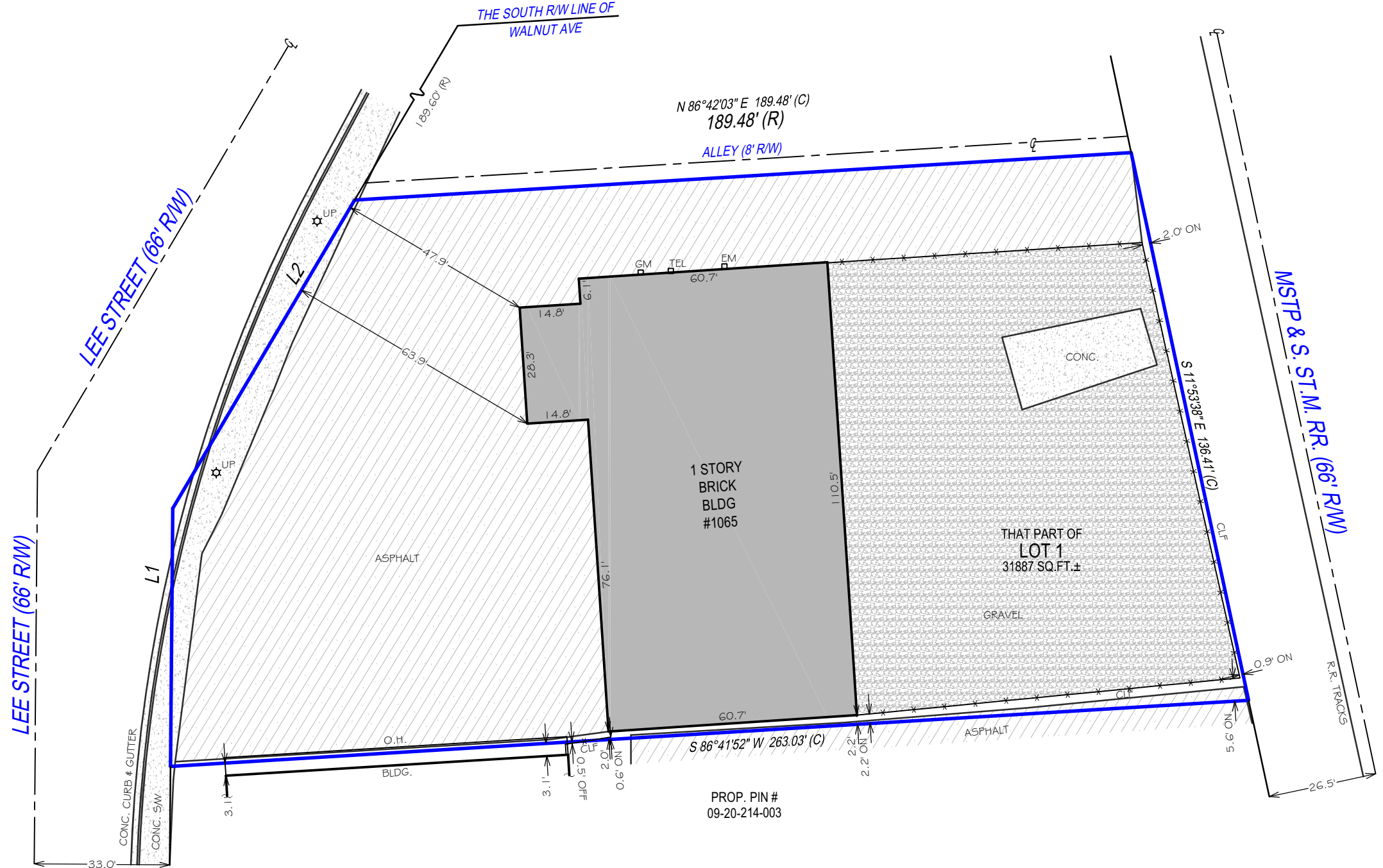
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2971
LICENSE EXPIRES 11/30/2024
EXACTA LAND SURVEYORS, LLC
PROFESSIONAL DESIGN FIRM 184008059-0008



Exacta Land Surveyors, LLC
PLS# 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450

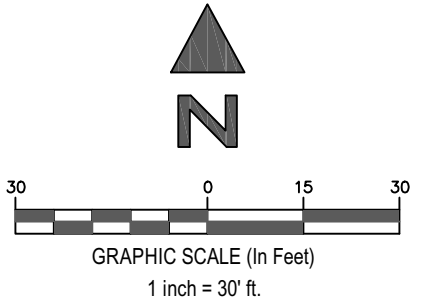


2304.4115
BOUNDARY SURVEY
COOK COUNTY



LINE TABLE:

L1	62.84' (R)
	N 0°41'52" E 62.84' (C)
L2	87.16' (R)
	N 30°45'52" E 87.16' (C)



SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION
PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES

PROPERTY ADDRESS: 1065 LEE STREET, DES PLAINES, ILLINOIS 60016	
SURVEY NUMBER: 2304.4115	
CERTIFIED TO: KRZYSZTOF BERNATEK; FIRST AMERICAN TITLE; FIRST AMERICAN TITLE INSURANCE COMPANY	
DATE OF SURVEY: 04/25/23	
BUYER: Krzysztof Bernatek	
LENDER:	
TITLE COMPANY: FIRST AMERICAN TITLE	
COMMITMENT DATE: NOT REVIEWED	CLIENT FILE NO:
LEGAL DESCRIPTION: THAT PART OF LOT 1, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, 87.16 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 1; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 1, 62.84 FEET; THENCE EAST ON A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1 TO THE EASTERLY LINE OF SAID LOT 1; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, IN AUGUST RADDATZ' SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LEE STREET AND WEST OF THE RIGHT-OF-WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STS. MARIE RAILWAY, ACCORDING TO PLAT OF SAID SUBDIVISION FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 19, 1921 AS DOCUMENT LR144799, IN COOK COUNTY, ILLINOIS.	
FLOOD ZONE INFORMATION:	


- GENERAL SURVEYORS NOTES:**
- The Legal Description used to perform this survey was supplied by others. This survey does not determine nor imply ownership of the lands or any fences shown hereon. Unless otherwise noted, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.
 - The purpose of this survey is to establish the boundary of the lands described by the legal description provided and to depict the visible improvements thereon for a pending financial transaction. Underground footings, utilities, or other service lines, including roof eave overhangs were not located as part of this survey. Unless specifically stated otherwise the purpose and intent of this survey is not for any construction activities or future planning.
 - If there is a septic tank or drain field shown on this survey, the location depicted hereon was either shown to the surveyor by a third party or it was estimated by visual above ground inspection. No excavation was performed to determine its location.
 - This survey is exclusively for a pending financial transaction and only to be used by the parties to whom it is certified.
 - Alterations to this survey map and report by other than the signing surveyor are prohibited.
 - Dimensions are in feet and decimals thereof.
 - Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain said data was performed at www.fema.gov and may not reflect the most recent information.
 - Unless otherwise noted "SIR" indicates a set iron rebar, 5/8 inch in diameter and twenty-four inches long.
 - The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the approximate center of the field location and may not represent the actual shape or size of the feature.
 - Points of Interest (POI's) are select above-ground improvements, which may appear in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. These POI's may not represent all items of interest to the viewer. There may be additional POI's which are not shown or called-out as POI's, or which are otherwise unknown to the surveyor.
 - Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
 - The information contained on this survey has been performed exclusively by and is the sole responsibility of Exacta Land Surveyors, LLC. Additional logos or references to third party firms are for informational purposes only.
 - Due to varying construction standards, building dimensions are approximate and are not intended to be used for new construction or planning.
 - Surveyor bearings are used for angular reference and are used to show angular relationships of lines only and are not related or orientated to true or magnetic north. Bearings are shown as surveyor bearings, and when shown as matching those on the subdivision plats on which this survey is based, they are to be deemed no more accurate as the determination of a north orientation made on and for those original subdivision plats. North 00 degrees East is assumed and upon preparation of this plat, the resulting bearing between found points as shown on this survey is the basis of said surveyor bearings as defined and required to be noted by Illinois Administrative Code Title 68, Chapter VII, Sub-Chapter B, Part 1270, Section 1270.56, Paragraph B, Sub-Paragraph 6, Item k.
 - THIS SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. COPYRIGHT BY EXACTA ILLINOIS SURVEYORS. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED. PLEASE DIRECT QUESTIONS OR COMMENTS TO EXACTA ILLINOIS SURVEYORS, INC. AT THE PHONE NUMBER SHOWN HEREON.

SURVEYORS LEGEND:

LINETYPES	
	Boundary Line
	Center Line
	Chain Link or Wire Fence
	Easement
	Edge of Water
	Iron Fence
	Overhead Lines
	Structure
	Survey Tie Line
	Vinyl Fence
	Wall or Party Wall
	Wood Fence
SURFACE TYPES	
	Asphalt
	Brick or Tile
	Concrete
	Covered Area
	Water
	Wood
SYMBOLS	
	Benchmark
	Center Line
	Central Angle or Delta
	Common Ownership
	Control Point
	Catch Basin
	Elevation
	Fire Hydrant
	Find or Set Monument
	Guywire or Anchor
	Manhole
	Tree
	Utility or Light Pole
	Well

ABBREVIATIONS (C) - Calculated (D) - Deed (F) - Field (M) - Measured (P) - Plat (R) - Record (S) - Survey A/C - Air Conditioning AE - Access Easement ANE - Anchor Easement ASBL - Accessory Setback Line B/W - Bay/Box Window BC - Block Corner BFP - Backflow Preventer BLDG - Building BLK - Block BM - Benchmark BR - Bearing Reference BRL - Building Restriction Line BSMT - Basement C - Curve C/L - Center Line C/P - Covered Porch C/S - Concrete Slab CATV - Cable TV Riser CB - Concrete Block CH - Chord Bearing CHIM - Chimney CLF - Chain Link Fence CME - Canal Maintenance Easement CO - Clean Out CONC - Concrete COR - Corner CS/W - Concrete Sidewalk CUE - Control Utility Easement CVG - Concrete Valley Gutter D/W - Driveway DE - Drainage Easement DF - Drain Field DH - Drill Hole DUE - Drainage & Utility Easement ELEV - Elevation EM - Electric Meter ENCL - Enclosure ENT - Entrance EOP - Edge of Pavement EOW - Edge of Water ESMT - Easement EUB - Electric Utility Box F/DH - Found Drill Hole FCM - Found Concrete Monument FF - Finished Floor	FIP - Found Iron Pipe FIPC - Found Iron Pipe & Cap FIR - Found Iron Rod FIRC - Found Iron Rod & Cap FN - Found Nail FN&D - Found Nail & Disc FRRSPK - Found Rail Road Spike GAR - Garage GM - Gas Meter ID - Identification IE/EE - Ingress/Egress Easement ILL - Illegible INST - Instrument INT - Intersection IRRE - Irrigation Easement L - Length LAE - Limited Access Easement LB# - License No. (Business) LBE - Limited Buffer Easement LE - Landscape Easement LME - Lake/Landscape Maintenance Easement LS# - License No. (Surveyor) MB - Map Book ME - Maintenance Easement MES - Mitered End Section MF - Metal Fence MH - Manhole MHWL - Mean High Water Line NR - Non-Radial NTS - Not to Scale NAVD88 - North American Vertical Datum 1988 NGVD29 - National Geodetic Vertical Datum 1929 OG - On Ground ORB - Official Records Book ORV - Official Record Volume O/A - Overall O/S - Offset OFF - Outside Subject Property OH - Overhang OHL - Overhead Utility Lines OHWL - Ordinary High Water Line ON - Inside Subject Property P/E - Pool Equipment PB - Plat Book PC - Point of Curvature PCC - Point of Compound Curvature PCP - Permanent Control Point PI - Point of Intersection PLS - Professional Land	Surveyor PLT - Planter POB - Point of Beginning POC - Point of Commencement PRC - Point of Reverse Curvature PRM - Permanent Reference Monument PSM - Professional Surveyor & Mapper PT - Point of Tangency PUE - Public Utility Easement R - Radius or Radial R/W - Right of Way RES - Residential RGE - Range ROE - Roof Overhang Easement RP - Radius Point S/W - Sidewalk SBL - Setback Line SCL - Survey Closure Line SCR - Screen SEC - Section SEP - Septic Tank SEW - Sewer SIRC - Set Iron Rod & Cap SMWE - Storm Water Management Easement SN&D - Set Nail and Disc SQFT - Square Feet STL - Survey Tie Line STY - Story SV - Sewer Valve SWE - Sidewalk Easement TBM - Temporary Bench Mark TEL - Telephone Facilities TOB - Top of Bank TUE - Technological Utility Easement TWP - Township TX - Transformer TYP - Typical UE - Utility Easement UG - Underground UP - Utility Pole UR - Utility Riser VF - Vinyl Fence W/C - Witness Corner W/F - Water Filter WF - Wood Fence WM - Water Meter/Valve Box WV - Water valve
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JOB SPECIFIC SURVEYOR NOTES:
PORTION OF THE LOT APPEARS TO LIE WITHIN THE LEE STREET ROADWAY IMPROVEMENTS.



Exacta Land Surveyors, LLC
PLS# 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450

SEE PAGE 1 OF 2 FOR MAP OF PROPERTY
PAGE 2 OF 2 - NOT VALID WITHOUT ALL PAGES

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Des Plaines, Illinois ("*City*");

WHEREAS, Krzysztof Bernatek ("*Petitioner*") is the contract purchaser of the property commonly known as 1065 Lee St., Des Plaines, Illinois ("*Subject Property*"); and

WHEREAS, Ordinance No. Z-18-23 adopted by the City Council of the City of Des Plaines on _____, 2023 ("*Ordinance*"), grants approval of conditional use permits to allow the operation of a motor vehicle repair and motor vehicle sales establishment on the Subject Property, subject to certain conditions; and

WHEREAS, the Petitioner desires to evidence to the City their unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

NOW, THEREFORE, the Petitioner does hereby agree and covenant as follows:

1. The Petitioner hereby unconditionally agrees to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-18-23, adopted by the City Council on _____, 2023.
2. The Petitioner acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Petitioner against damage or injury of any kind and at any time.
3. The Petitioner acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.
4. The Petitioner agrees to and do hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development,

construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.

- 5. The Petitioner hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

ATTEST:

KRZYSZTOF BERNATEK

By: _____

By: _____



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: July 27, 2023
To: Michael G. Bartholomew, City Manager
From: Jonathan Stytz, AICP, Senior Planner (CED)
Cc: John T. Carlisle, AICP, Director of Community & Economic Development (CED)
Subject: 81 N. Broadway Street – Commercially-Zoned Assembly Use: Consideration of a Conditional Use for a Commercially-Zoned Assembly use in the C-3 District, Case #23-028-CU (7th Ward)

Issue: The petitioner is requesting a Conditional Use permit to allow a Commercially Zoned Assembly use in the C-3 General Commercial zoning district at 81 N. Broadway Street.

- Petitioner: Romanian Heritage Center NFP (Representative: Steven Bonica, 83 N. Broadway Street, Des Plaines, IL 60016)
Owner: Romanian Heritage Center NFP, 83 N. Broadway Street, Des Plaines, IL 60016
Case Number: 23-028-CU
PIN: 09-07-418-015-0000
Ward: #7, Alderman Patsy Smith
Existing Zoning: C-3, General Commercial District
Existing Land Use: Vacant Building
Surrounding Zoning: North: C-3, General Commercial District; South: C-3, General Commercial District; East: R-1, Single Family Residential District; West: C-3, General Commercial District
Surrounding Land Use: North: Vacant Building; South: Multi-Unit Residential Building; East: Single Family Residences; West: Electrician (Commercial)/Vacant Building

- Street Classification:** Broadway Street is classified as a local street.
- Comprehensive Plan:** The Comprehensive Plan illustrates this site as Higher Density Urban Mix with Residential.
- Zoning/Property History:** Based on City records, the subject property was annexed into the city in 1927 as vacant piece of land and has been a commercial building since at least 1961. The subject property has undergone some site improvements since then but has been consistently utilized as a commercial building.

Project Description:

Overview

The petitioner has requested a Conditional Use Permit to host meetings and events (assembly) within the proposed library/media space at the Romanian Heritage Center NFP, 81 N. Broadway Street. This type of activity is categorized under the commercially zoned assembly use as defined below.

COMMERCIAL ZONED ASSEMBLY USES: A use that is primarily for the purpose of the assembly of people, which can contain a combination of uses that take place in both principal and accessory structures. Such uses include: commercial theater, banquet halls, nightclubs, church, synagogue, temple, meeting house, mosque, or other place of worship. For allowable accessory uses, refer to the specific land uses defined in this chapter. Such uses shall adhere to the off-street parking requirements under "assembly uses".

The property at 81 N. Broadway Street is in the C-3 zoning district, along Broadway between Cumberland Circle (i.e. the intersection of Broadway, Golf Road, Wolf Road, and State Street) and Northwest Highway, near the Cumberland Metra Station. The subject property contains a one-story commercial building with on-street parking in the front and an accessory parking lot at the rear as shown on the attached Plat of Survey.

The petitioner currently operates an office, which is a permitted use and has a valid business registration, on a property at 83 N. Broadway Street directly north of the subject property. The space is utilized as a media office for the Romanian-American Network and a law office for the Leahu Law Group, LLC.

Proposal

The petitioner plans to completely remodel the interior of the existing building to locate a library/multi-media room, which will occupy most of the space. In addition, there is a Romanian heritage exhibit area, along with restrooms, and storage areas. The need for the Conditional Use stems from conducting meetings and events. Section 12-13-3 of the Zoning Ordinance, in defining commercially zoned assembly, includes the example of a “meeting house,” and the petitioner intends to conduct meeting events of various professional and civic groups tied to the organization. On the other hand, the private library is a *permitted* use, and the classes and art workshops would be considered accessory to the library and therefore permitted. The true focus of this request is using the property for meetings and events.

The petitioner intends to utilize the subject property for various uses as described in the attached Activities and Programs Brochure, and summarized in the following table. Note that the Fire Prevention Bureau reviewed the plans and visited the space. The maximum occupancy load is 73 people.

Use Description	Occurrence*	Staff Size	Group Size
Private Romanian Library and Heritage Research Center for members, students, tutoring	Monday-Friday, up to 3 hrs. a day	2-3	12 (members); 2-3 (students)
Romanian Language and Heritage Classes (Two separate groups)	Twice a month on Tuesdays and Thursdays	2-3	8-12 students
History and Heritage of the Romanian People	Once a quarter	2	10-20 participants
English Classes	Weekly, Mondays	2	6-12 students
Arts and Crafts Workshops	Varies	2	6-10 students
Faith and Life – Fellowship and Religious Studies	Varies based on event	2-4	12-20 participants
Events	Varies	Varies	Varies

*Not open on U.S. and Romanian Holidays

Off-Street Parking

The subject property contains a surface off-street parking area shared between 81 and 83 N. Broadway Street. As such, the off-street parking requirement must consider the existing office uses at 83 N. Broadway Street and the proposed assembly uses at 81 N. Broadway Street, pursuant to Sections 12-9-7 and 12-9-8 of the Zoning Ordinance:

- One parking space for every 250 square feet of gross floor area for office areas; and
- One parking space for 200 square feet of gross activity area for the commercially zoned assembly area (library).
- *Note: A library has a parking minimum of only 1 space per every 750 square feet of gross floor area. However, for the purposes of this request, the requirement for commercially zoned assembly must be used because it is more restrictive (i.e. contemplates more people). Nonetheless, should the commercially zoned assembly not be approved, staff preliminarily believes the total parking requirement for office at 83 N. Broadway and Library at 81 N. Broadway could be met by the rear parking lot.*

The existing office area at 83 N. Broadway Street consists of 840 square feet and the total gross activity area for the proposed use at 81 N. Broadway Street consists of 1,100 square feet, requiring a total of 11 off-street parking spaces, including a minimum of one accessible space. The attached Site and Parking Plan shows the existing parking area at the rear of the building is designed to accommodate 13 off-street parking spaces including one accessible space on the subject property and 83 Broadway Street. Staff has added a condition that a revised Site and Parking Plan prepared by a design professional is submitted with full dimensions on the parking area in conformance with Sections 12-9-7 and 12-9-8 of the Zoning Ordinance at time of building permit.

Off-Site Parking Agreements

The petitioner has submitted the attached Proposed Parking Use Plan to identify how the parking area will be utilized during their operations throughout the week. It is noted that on regular week days from 9 a.m. to 7 p.m. and Saturdays from 9 a.m. to 1 p.m., the available off-street parking available on the subject property would be sufficient for their operations. However, the petitioner does identify that more parking—in addition to the spaces available on the subject property—is necessary on regular week days from 6 p.m. to 9 p.m., Saturdays after 5 p.m., and Sundays from 1 p.m. to 5 p.m.

To address these additional parking needs, the petitioner is seeking parking agreements from six nearby properties: three on the east side of Broadway (Sites A, B, and C) and three on the west side of Broadway (Sites D, E, and F). Section 12-9-3 of the Zoning Ordinance allows for up to 33 percent of the required off-street parking to be fulfilled on a separate, privately-owned zoning lot provided that the following conditions are met for the parking spaces:

- The parking spaces utilized on the separate zoning lot are in excess of the total requirement for all uses that occupy that lot, or that sufficient data has been provided to the city indicating that there is not a substantial conflict in the hours of operation of all the uses on the lot;
- The parking spaces are within 300 feet of the use served;
- Pedestrian travel between the parking spaces and the use served does not require at-grade crossings of roadways classified by the Illinois Department of Transportation (IDOT) as arterials; and
- A written agreement guarantees that the parking spaces on the separate zoning lot will be maintained so long as the uses requiring parking are in existence, or unless the required parking is provided elsewhere in accordance with the Zoning Ordinance.

As such, staff added a condition that the petitioner must obtain, execute, and submit to staff a parking agreement with each property it intends to use for additional parking to address all parking requirements pursuant to Sections 12-9-3 and 12-9-7 of the Des Plaines Zoning Ordinance.

At the June 27, 2023 PZB public hearing, the petitioner entered into the record executed parking agreements for Sites D, E, and F on their off-site parking plan (all west of Broadway), totaling an approximate 20 off-street parking spaces in addition to the 13 off-street spaces available on the subject property. In its review of the proposal and part of its recommendation of approval of the request, the PZB amended staff's condition to require that the petitioner obtain executed parking agreements from the three identified properties located on the east side of Broadway (Sites A, B, and C) in an effort to address resident parking concerns in the nearby neighborhood along Yale Court.

Since the PZB meeting, the petitioner has submitted an executed parking agreement for Site A, which provides an additional 36 off-street parking spaces. The following table summarizes the information for the six pursued off-site parking locations and the status of parking agreements for each.

Site ID	Address	Distance from Subject Property (lot line to lot line)	Number of spaces Available	Executed Agreement? (Yes or No)
A	581 E. Golf Road	~20 feet	36	Yes
B	79 N. Broadway Street	0 feet	8	No
C	73 N. Broadway Street	~50 feet	6	No
D	42 N. Broadway Street	~234 feet	6	Yes
E	72 N. Broadway Street	~108 feet	6	Yes
F*	88 N. Broadway Street	~100 feet	8	Yes

*Site F is shown on the Proposed Parking Use Plan under the address of 82 N. Broadway. However, the correct address is 88 N. Broadway.

As of the writing of this report, executed parking agreements have been submitted for Sites A, D, E, and F, bringing the total off-site parking space count to 56. The petitioner has informed staff that they are waiting on a signature from the property owner at Site B (79 N. Broadway) to execute a separate parking agreement for an additional eight spaces. However, the property owner at Site C (73 N. Broadway) is not willing to enter into a parking agreement with the petitioner at this time.

Nonetheless, the number of additional spaces available via executed parking agreements and the 13 available off-street parking spaces on the subject property yield a total of 69 spaces that would be available for the proposed assembly use. The City Council may wish to ascertain whether the number of available off-site and on-site parking spaces are sufficient for the proposed assembly use and the anticipated events and meetings associated with it.

PZB Recommendation and Conditions: The PZB opened a public hearing on June 13, 2023 and, pursuant to a request by the petitioner, continued the case to the June 27, 2023 meeting to consider the request. The Board’s rationale for recommendation is captured in the excerpt to the approved minutes of the June 27, 2023 meeting. The PZB voted 6-0 to *recommend approval of the conditional use request.*

Pursuant to Section 12-3-4.D.4 of the Zoning Ordinance, the City Council has final authority to approve, approve with modifications, or deny the request, which will be included in Ordinance Z-19-23. Should the City Council vote to approve the requests, staff and the PZB recommend the following conditions:

Conditions of Approval:

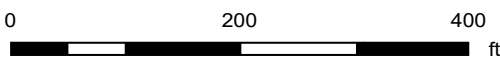
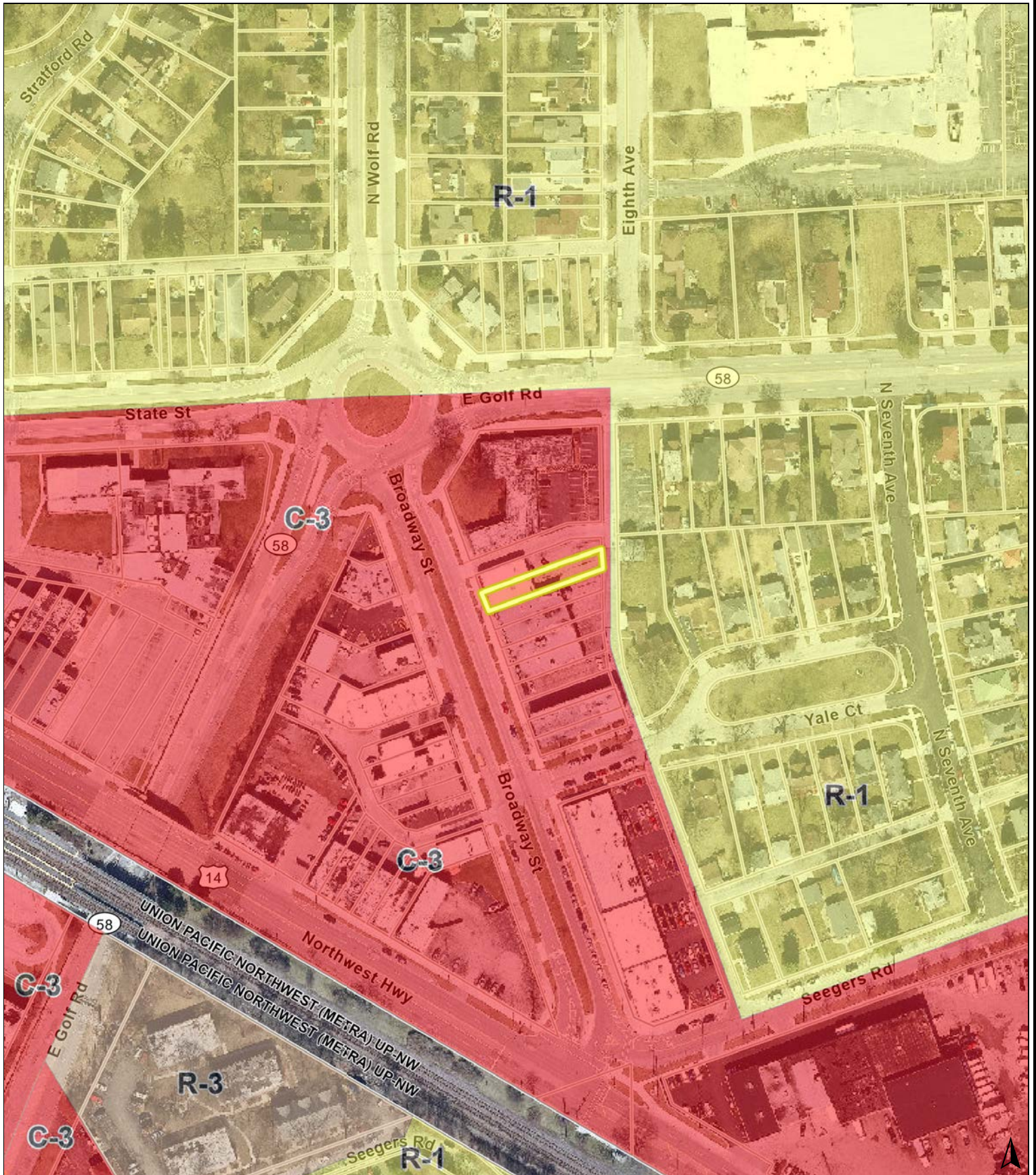
1. The Site Plan must be revised by a design professional and submitted at time of building permit to show the full dimensions of the parking area in conformance with Chapter 9 of the Zoning Ordinance.
2. Petitioner must obtain and maintain executed parking agreements for off-site parking sufficient to accommodate the parking needs for the Proposed Assembly Use events. Petitioner must submit copies of all of the executed parking agreements to City staff.
3. All appropriate building permit documents and details, including all dimensions and labels necessary to denote all proposed improvements to the Subject Property must be submitted as necessary for the Proposed Development. All permit documents must be sealed and signed by a design professional licensed in the State of Illinois and must comply with all City of Des Plaines building and life safety codes.

Attachments:

- Attachment 1: Location Map
- Attachment 2: Site and Context Photos
- Attachment 3: Petitioner's Responses to Standards
- Attachment 4: Plat of Survey
- Attachment 5: Parking Use Plan
- Attachment 6: Executed Parking Agreements
- Attachment 7: Chairman Szabo Memo
- Attachment 8: Excerpt of Approved Minutes from the June 27, 2023 PZB Meeting

Ordinance Z-19-23

- Exhibit A: Project Narrative
- Exhibit B: Site and Parking Lot Plan
- Exhibit C: Floor Plan
- Exhibit D: Activities and Programs Brochure
- Exhibit E: Unconditional Agreement and Consent



Print Date: 6/22/2023

Notes

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



81 N. Broadway St – Public Notice and Front of Building



81 N. Broadway St – Facing Southeast Along Broadway Street



81 N. Broadway St – Facing West from Back Alley at Parking Area



81 N. Broadway St – Facing South from Side Alley at Rear of Building

STANDARDS FOR CONDITIONAL USES

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

1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;

- a. **This application for Conditional Use is identical in scope to a previously approved application** (conditioned by resolving the inadequate off-street parking situation) submitted by the Applicant 2 years ago at a time when the Applicant wanted to establish this project in the two neighboring buildings (at 69-79 N. Broadway Street).
- b. While the overall scope of the project subjected to this Application is the same as the one we previously applied for, the size of it is much smaller. Instead of planning the use of two buildings with a total of 8,000 sq. f. with a total of 14 parking spaces, as we wanted two years ago next door, **we now intend to make use of only 3,000 sq. f. with 16 parking spaces!**
- c. We have consulted again with Mr. Jonathan Stytz, Senior Planner for the City of Des Plaines, about having the Romanian Heritage Center NFP obtain an occupancy permit at the new address, as well as applicable approvals required for functioning in the subjected building and he determined that our use still qualifies as a “Commercially Zoned Assembly Use”, and that a new Conditional Use Application was required.
- d. We have once again carefully reviewed the zoning code and the table of uses and we have noted that there are other similar not-for-profit entities as well as non-commercial uses permitted already, by right, in the zoning district. Included in this list are libraries, media and print establishments, which are uses similar to the activities we will engage in. Our library will occasionally have public functions and host small events on special occasions, however – exclusively in the evenings during the week, or on weekends. Otherwise, our regular use of the facilities will be as a reading room, tutoring and research center with a limited attendance and only 2 or 3 employees in the facility at one time.
- e. In addition to all of this, the Romanian Heritage Center NFP is a faith based religious organization and our assembly use in the zoning district is protected by the Religious Land Use and Institutionalized Persons Act, which requires among other things, that municipalities provide religious entities equal treatment and not impose zoning laws that substantially burden the religious exercise of religious assemblies.

2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;

The Board of Directors of the Romanian Heritage Center NFP was very pleased to find out that the City of Des Plaines has established a 10-year vision of this community's desired physical environment, seeking to not only explore but also to promote new opportunities that reflect changes in the community and surrounding socioeconomic landscape.

We were further encouraged after reading Chapter 6 (Diversity & Inclusion) of the Des Plaines Comprehensive Plan, which in its Vision Statement states that:

"The City of Des Plaines welcomes and celebrates its rich cultural history, drawing from its legacy as an immigrant-friendly community. By supporting and providing comprehensive resources for immigrant families and minority-owned businesses, Des Plaines will be primed to continue developing as a vibrant diverse community." (Des Plaines Comprehensive Plan, page 49)

There are already a few businesses in the City of Des Plaines owned and/or managed by Romanian-Americans, all establishments contributing to the Des Plaines economy.

The Romanian Heritage Center will further attract other businesses and investors to the City of Des Plaines, enabling our ethnic group to make a larger positive economic impact.

We totally agree with the recommendation in the Des Plaines Comprehensive Plan which states:

"Des Plaines should continue to celebrate and incorporate its rich cultural diversity by preserving the very things that makes it special: its people, character, and diversity. By celebrating the different backgrounds of its residents, there is an opportunity to create a stronger sense of community." (Des Plaines Comprehensive Plan, page 49)

We are certain that through the educational programs, the youth programs and services, and through the cultural events that we will organize or host, the entire surrounding community will come to appreciate the value of the Romanian Heritage Center NFP, thus becoming a valuable and appreciated resource for anyone in the local community.

The Romanian Heritage Center NFP aims to be of service not only to the ethnic Romanian-Americans but also to anyone wishing to interact with our community and find out more about our religious culture and traditions. We are committed to provide exceptional service and to facilitate a great experience to all who wish to connect with us.

3. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;

- a. The project subjected to this Application for Conditional Use does not require nor will it include any changes at all to the exterior of the building.
- b. We are only planning to redesign the interior use and completely renovate the 2,000 sq.f. space at 81 N. Broadway Street, using the highest standards of construction methodology and providing for stellar facilities meant to attract people for its contemporary ambiance.
- d. Furthermore, the use of the property will be operated and maintained as an assembly use and certain assembly uses, like libraries, are already permitted in the zoning district.

4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;

The proposed conditional use of the property by the Romanian Heritage Center as an assembly place is certainly not hazardous nor disturbing to the existing neighboring uses. The occasional use of our Library and Multipurpose Room as a small gathering place will be monitored closely and in accordance to any applicable restrictions, rules and regulations already in place by similar other not-for-profit religious entities as well as non-commercial uses permitted already by right in the zoning district.

5. The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services;

The use of the property can and will be served by the same services as have been provided in the past and there is no need to change any. The overall functioning of the building and its entire use will not call for any changes. It is important to note that the overall configuration and integrity of the property will not change, thus current drainage, refuse disposal, water and sewer will all stay the same. Streets are adequate, no additional police or fire protection is required.

6. The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;

1. There will be no excessive additional requirements at public expense for public facilities and services as they already are more than adequate.

2. Although we are a religious not-for-profit ethnic cultural entity, the zoning district already permits not-for-profit and non-commercial uses in the district. Therefore, our conditional use for assembly is similar in uses permitted in the zoning district, and it will not be detrimental to the economic welfare of the community. On the contrary, we believe that as we will draw people to the neighborhood, they will be attracted to establish new businesses in the area.

7. The proposed conditional use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;

The proposed conditional use calls for small assembly use, no manufacturing, therefore we will not be causing excessive production of noise, smoke, fumes, glare or odors.

While typically one might wonder on the implications of conditional assembly use on the traffic and/or parking, we will not be causing trouble for the neighbors nor the city's emergency vehicles. Our parking already consists of 16 parking spaces for our day-to-day use, which is sufficient.

For special occasions when we will be hosting events. If we will anticipate higher need for parking for exceptionally rare events, we will be working closely with the Romanian Baptist Church around the corner and will coordinate the use of needed additional parking spaces on their property. In such instances we will either have several valet parking attendants assisting our guests or will have shuttle vans to-and-from the church's parking lot and our property.

8. The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;

The existing use of the property is currently already designed very well and we will accommodate and comply according to the existing plan, thus we will not create an interference with traffic on surrounding public thoroughfares.

9. The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and

We are not aware of any presence of a natural, scenic, or historic feature of major importance anywhere near, nor any other public or private property of such kind that would be affected by our project in any way shape or form.

10. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested

We intend to comply with all the applicable regulations in this title specific to the conditional use requested and the zoning code.



PARKING LEASE AGREEMENT FOR "AFTER BUSINESS HOURS" USE

This parking lease is made on June 23, 2023, by:

Norma Wyzukovicz owner of **Splash Dog and Canine Hydrotherapy and Wellness** ("Landlord"), with offices at **42 N. Broadway Street, Des Plaines, IL 60016** and the **Romanian Heritage Center NFP**, with offices at 81 N. Broadway Street, Des Plaines, IL 60016 ("Tenant"), upon the following terms and conditions.

1. ***Description of the Premises.*** Landlord leases to Tenant and Tenant shall be entitled to use occasionally all of the Landlord's **six (6) parking spaces located at 42. N. Broadway Street, Des Plaines, IL 60016** for Tenant's special events, however only in the evenings and weekends.
2. ***Terms.*** This lease shall be for the term of 3 years commencing on August 1st, 2023 ("commencement date") and ending on July 31st, 2026. This Lease shall be automatically extended for 3 additional years, unless on or before June 30th, 2026 either Party provides to the other written notice of its desire not to automatically renew this Agreement.

In addition, either party may terminate this lease, upon thirty (30) days' notice for cause resulting from default on any of the terms and conditions of this agreement. Notice to terminate must be made in writing and delivered to the principal administrator of the other party or the Chairperson of the respective Organization's governing Board. Upon receipt of such termination notice the recipient shall have 20 days to cure any alleged default. Such cure shall thereby void the termination notice, provided the cure adequately restores the damaged party.

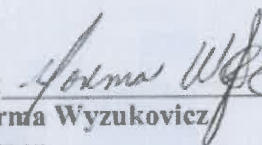
In consideration for occasional use of the Landlord's parking spaces, Tenant hereby agrees to provide advertising and marketing services to Landlord within the Romanian community, in the Romanian Tribune Newspaper (printed and online) promoting the Landlord's business during the duration of this lease.

3. ***Limited After Business Hours Use.*** Tenant shall be permitted to use the Landlord's parking spaces only after Landlord's Business Hours, as follows: **Monday-Friday after 6 pm, Saturdays after 3 pm, and Sundays.**
4. ***Maintenance and Repair.*** The parties shall jointly endeavor to maintain the parking facility in a clean and neat condition. Tenant shall treat the parking facility with all due care and respect and shall be responsible to repair damage caused willfully or negligently by any staff person, congregational member or other invitee (reasonable wear and tear excepted). Landlord shall be responsible for all other maintenance repairs and surface refinishing as may be necessary.
5. ***Insurance.*** In addition to the general liability insurance policy purchased and held in full force and effect by Landlord, Tenant shall also maintain its own public liability policy with a minimum of \$1,000,000 for liability and shall name Landlord certificate holder, prior to using the parking facility as well as when requested for review by Landlord anytime during the term of this lease upon request, within 48 hours.


6. **Signs.** Tenant may only use temporary removable public sign(s) to be placed in front of the Landlord's property for directions to its members and/or guests. Such signs are to be constructed and displayed in a manner that is aesthetically compatible with the existing sign(s) now used and in compliance with signage regulations with the City of Des Plaines and local ordinances. Such sign shall be approved, in writing, by the Landlord prior to use and shall be removed at such times that the Tenant is not using the premises.
7. **Notices.** All notices required under this lease shall be in writing and shall be deemed to be given by email or if mailed by certified or registered mail to Landlord or to Tenant at their respective addresses set forth in this lease or to any other address that either party furnishes in writing during the term of this lease.
8. **Captions and Headings.** The captions and headings used in this lease are intended only for convenience and are not to be used in construing this lease.
9. **Applicable Law.** This lease shall be construed under the laws of the state of Illinois. If any provision of this lease or portions of this lease or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease shall not be affected and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law. This written document constitutes the entire agreement between the parties.
10. **No Partnership.** Any intention to create a joint venture or partnership between the parties is expressly disclaimed.
11. **Effective Date.** Landlord and Tenant have signed this lease and it shall be effective on the date listed at the beginning of this agreement.

Dated: June 23, 2023.

LANDLORD:

By: 
Norma Wyzukovicz
Owner
Splash Dog and Canine Hydrotherapy
and Wellness
42 N. Broadway Street
Des Plaines, IL 60016

TENANT:


By: _____
Steven V. Bonica
President & Executive Director
Romanian Heritage Center NFP
81 N. Broadway Street
Des Plaines, IL 60016

PARKING LEASE AGREEMENT FOR "AFTER BUSINESS HOURS" USE

This parking lease is made on June 23, 2023, by **Sergey Mezhericher** owner of **Reston Inc.** ("Landlord"), with offices at **72 N. Broadway Street, Des Plaines, IL 60016** and the **Romanian Heritage Center NFP**, with offices at 81 N. Broadway Street, Des Plaines, IL 60016 ("Tenant"), upon the following terms and conditions.

1. **Description of the Premises.** Landlord leases to Tenant and Tenant shall be entitled to use occasionally all of the Landlord's **six (6) parking spaces located at 72 N. Broadway Street, Des Plaines, IL 60016** for Tenant's special events, however only in the evenings and weekends.
2. **Terms.** This lease shall be for the term of 3 years commencing on August 1st, 2023 ("commencement date") and ending on July 31st, 2026. This Lease shall be automatically extended for 3 additional years, unless on or before June 30th, 2026 either Party provides to the other written notice of its desire not to automatically renew this Agreement.

In addition, either party may terminate this lease, upon thirty (30) days' notice for cause resulting from default on any of the terms and conditions of this agreement. Notice to terminate must be made in writing and delivered to the principal administrator of the other party or the Chairperson of the respective Organization's governing Board. Upon receipt of such termination notice the recipient shall have 20 days to cure any alleged default. Such cure shall thereby void the termination notice, provided the cure adequately restores the damaged party.

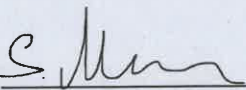
In consideration for occasional use of the Landlord's parking spaces, Tenant hereby agrees to provide advertising and marketing services to Landlord within the Romanian community, in the Romanian Tribune Newspaper (printed and online) promoting the Landlord's business during the duration of this lease.

3. **Limited After Business Hours Use.** Tenant shall be permitted to use the Landlord's parking spaces only after Landlord's Business Hours, as follows: **Monday-Friday after 6 pm, Saturdays after 3 pm, and Sundays.**
4. **Maintenance and Repair.** The parties shall jointly endeavor to maintain the parking facility in a clean and neat condition. Tenant shall treat the parking facility with all due care and respect and shall be responsible to repair damage caused willfully or negligently by any staff person, congregational member or other invitee (reasonable wear and tear excepted). Landlord shall be responsible for all other maintenance repairs and surface refinishing as may be necessary.
5. **Insurance.** In addition to the general liability insurance policy purchased and held in full force and effect by Landlord, Tenant shall also maintain its own public liability policy with a minimum of \$1,000,000 for liability and shall name Landlord certificate holder, prior to using the parking facility as well as when requested for review by Landlord anytime during the term of this lease upon request, within 48 hours.


6. **Signs.** Tenant may only use temporary removable public sign(s) to be placed in front of the Landlord's property for directions to its members and/or guests. Such signs are to be constructed and displayed in a manner that is aesthetically compatible with the existing sign(s) now used and in compliance with signage regulations with the City of Des Plaines and local ordinances. Such sign shall be approved, in writing, by the Landlord prior to use and shall be removed at such times that the Tenant is not using the premises.
7. **Notices.** All notices required under this lease shall be in writing and shall be deemed to be given by email or if mailed by certified or registered mail to Landlord or to Tenant at their respective addresses set forth in this lease or to any other address that either party furnishes in writing during the term of this lease.
8. **Captions and Headings.** The captions and headings used in this lease are intended only for convenience and are not to be used in construing this lease.
9. **Applicable Law.** This lease shall be construed under the laws of the state of Illinois. If any provision of this lease or portions of this lease or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease shall not be affected and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law. This written document constitutes the entire agreement between the parties.
10. **No Partnership.** Any intention to create a joint venture or partnership between the parties is expressly disclaimed.
11. **Effective Date.** Landlord and Tenant have signed this lease and it shall be effective on the date listed at the beginning of this agreement.

Dated: June 23, 2023.

LANDLORD:

By: 
Sergey Mezhericher
Owner
Reston Inc.
72 N. Broadway Street
Des Plaines, IL 60016

TENANT:


By: _____
Steven V. Bonica
President & Executive Director
Romanian Heritage Center NFP
81 N. Broadway Street
Des Plaines, IL 60016

PARKING LEASE AGREEMENT FOR "AFTER BUSINESS HOURS" USE

This parking lease is made on June 26, 2023, by:
John Davos owner of **Luna Park Daycare** ("Landlord"), with offices at **88 N. Broadway Street, Des Plaines, IL 60016** and the **Romanian Heritage Center NFP**, with offices at 81 N. Broadway Street, Des Plaines, IL 60016 ("Tenant"), upon the following terms and conditions.

1. **Description of the Premises.** Landlord leases to Tenant and Tenant shall be entitled to use occasionally all of the Landlord's **eight (8) parking spaces located at 88 N. Broadway Street, Des Plaines, IL 60016** for Tenant's special events, however only in the evenings and weekends.

2. **Terms.** This lease shall be for the term of 1 year commencing on September 1st, 2023 ("commencement date") and ending on August 31st, 2024. This Lease shall be automatically extended for 1 additional year, unless on or before July 31st, 2024 either Party provides to the other written notice of its desire not to automatically renew this Agreement.
In addition, either party may terminate this lease, upon thirty (30) days' notice for cause resulting from default on any of the terms and conditions of this agreement. Notice to terminate must be made in writing and delivered to the principal administrator of the other party or the Chairperson of the respective Organization's governing Board. Upon receipt of such termination notice the recipient shall have 20 days to cure any alleged default. Such cure shall thereby void the termination notice, provided the cure adequately restores the damaged party.
In consideration for occasional use of the Landlord's parking spaces, Tenant hereby agrees to pay Landlord a monthly rent of \$ 100.00 (one hundred dollars) for each month during the duration of this lease.

3. **Limited After Business Hours Use.** Tenant shall be permitted to use the Landlord's parking spaces only after Landlord's Business Hours, as follows: **Monday-Friday after 6 pm, Saturdays after 3 pm, and Sundays.** Tenant cannot use the parking spaces during Landlord's business hours of Monday-Friday 6:30 AM through 6:00 PM.

4. **Maintenance and Repair.** The parties shall jointly endeavor to maintain the parking facility in a clean and neat condition. Tenant shall treat the parking facility with all due care and respect and shall be responsible to repair damage caused willfully or negligently by any staff person, congregational member or other invitee (reasonable wear and tear excepted). Landlord shall be responsible for all other maintenance repairs and surface refinishing as may be necessary.

5. **Insurance.** In addition to the general liability insurance policy purchased and held in full force and effect by Landlord, Tenant shall also maintain its own public liability policy with a minimum of \$1,000,000 for liability and shall name Landlord certificate holder, prior to using the parking facility as well as when requested for review by Landlord anytime during the term of this lease upon request, within 48 hours.

6. **Signs.** Tenant may only use temporary removable public sign(s) to be placed in front of the Landlord's property for directions to its members and/or guests. Such signs are to be constructed and displayed in a manner that is aesthetically compatible with the existing sign(s) now used and in compliance with signage regulations with the City of Des Plaines and local ordinances. Such sign shall be approved, in writing, by the Landlord prior to use and shall be removed at such times that the Tenant is not using the premises.
7. **Notices.** All notices required under this lease shall be in writing and shall be deemed to be given by email or if mailed by certified or registered mail to Landlord or to Tenant at their respective addresses set forth in this lease or to any other address that either party furnishes in writing during the term of this lease.
8. **Captions and Headings.** The captions and headings used in this lease are intended only for convenience and are not to be used in construing this lease.
9. **Applicable Law.** This lease shall be construed under the laws of the state of Illinois. If any provision of this lease or portions of this lease or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease shall not be affected and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law. This written document constitutes the entire agreement between the parties.
10. **No Partnership.** Any intention to create a joint venture or partnership between the parties is expressly disclaimed.
11. **Effective Date.** Landlord and Tenant have signed this lease and it shall be effective on the date listed at the beginning of this agreement.

Dated: June 26, 2023.

LANDLORD:



By: _____
John Davos
Owner
Luna Park Daycare
88 N Broadway Street
Des Plaines, IL 60016

TENANT:



By: _____
Steven V. Bonica
President & Executive Director
Romanian Heritage Center NFP
81 N. Broadway Street
Des Plaines, IL 60016

PARKING LOT USE LICENSE AGREEMENT FOR “AFTER BUSINESS HOURS” USE

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into as of July 18th, 2023 (“Effective Date”), by and between:

LICENSOR: **DES PLAINES REALTY LLC** owner of commercial property located at:
581-601 E. Golf Rd., Des Plaines, IL 60016

and

LICENSEE: **Romanian Heritage Center NFP** located at:
81 N. Broadway Street, Des Plaines, IL 60016.

Grant of License. Licensor hereby grants to Licensee **the right, privilege and permission, to use thirty-six (36) parking spaces located at 581-601 E. Golf Rd., Des Plaines, IL 60016**, subject to the terms and provisions of this Agreement.

1. **Term of license.** This License Agreement shall be for the term of three years commencing on September 1st, 2023 (“commencement date”) and ending on August 31st, 2026 (“Term”). This License Agreement shall be automatically extended for an additional term, unless on or before July 31st, 2024 either Party provides to the other written notice of its desire not to automatically renew this Agreement.

In addition, either party may terminate this Agreement, upon thirty (30) days’ notice for cause resulting from default on any of the terms and conditions of this agreement. Such notice must be made in writing and delivered to the principal administrator of the other party or the Chairperson of the respective Organization’s governing Board. Upon receipt of such termination notice the recipient shall have 20 days to cure any alleged default. Such cure shall thereby void the termination notice, provided the cure adequately restores the damaged party.

In consideration for occasional use of the Licensor’s parking spaces, Licensee hereby agrees to provide advertising and marketing services to Licensor within the Romanian community, in the Romanian Tribune Newspaper (printed and online) promoting the Licensor’s business during the duration of this lease.

2. **Limited After Business Hours Use.** Licensee shall be permitted to use the Licensor’s parking spaces only after Licensor’s Business Hours, as follows: **Monday-Friday after 6 pm, Saturdays and Sundays as not to conflict with Licensee’s business hours.**
3. **Compliance with municipal Laws and Regulations.** For the purpose of this Section 6, “Licensee” shall refer to Licensee and its agents, employees, invitees, members and guests. Licensee shall, at all times during the Term and any renewal thereof, comply (and shall cause its members, employees, agents, and invitees to comply) with all laws, codes, statues, ordinances and regulations applicable to this Agreement and Licensee’s Use of the Premises. In conjunction therewith, Licensee shall obtain, at its sole cost and expense, all zoning and other approvals

and permits necessary to use the Premises at the times and for the Use stated herein.

4. **Insurance.** Licensee must provide and maintain a General Liability insurance policy at Licensee's own expense, for the duration of this Agreement, insuring all use and operations related to this License. Licensee shall provide Licensor with a certificate of such insurance upon execution of this Agreement. Licensee shall procure and maintain a liability policy with a minimum of \$1,000,000 and shall name Licensor certificate holder, prior to using the parking facility.

Licensee's failure to carry or document required insurance shall constitute a breach of this Agreement and any failure by the Licensor to demand or receive proof of insurance coverage shall not constitute a waiver of Licensee's obligation to obtain the required insurance. Licensor will not allow Licensee to use the Premises if satisfactory proof of insurance is not provided. Licensor reserves the right to obtain copies of insurance policies and insurance records by written request at any time from the Licensee and to modify, delete, alter or change insurance requirements at any time.

5. **Maintenance and Repair.** The parties shall jointly endeavor to maintain the parking facility in a clean and neat condition. Licensee shall treat the parking facility with all due care and respect and shall be responsible to repair damage caused willfully or negligently by any staff person, congregational member or other invitee (reasonable wear and tear excepted). Licensor shall be responsible for all other maintenance repairs and surface refinishing as may be necessary.

6. **Signage; Alterations and Modifications; Vehicles/Property Left on Premises.**

- a. Licensee may only use temporary removable public sign(s) to be placed in front of the Licensor's property for directions to its members and/or guests. Such signs are to be constructed and displayed in a manner that is aesthetically compatible with and in compliance with signage regulations with the City of Des Plaines and local ordinances. Such sign shall be approved, in writing, by the Licensor prior to use and shall be removed at such times that the Licensee is not using the premises.
- b. The parties acknowledge and agree that no equipment or fixtures may be placed on the Premises by Licensee.
- c. Licensee shall not permit any type of work to be performed on any vehicle while located on the Premises. No vehicle or other property of Licensee or entrusted to Licensee may be left on the Premises past 7:00 a.m. each Monday through Friday. If such property or vehicle remains on the Premises beyond the period authorized in writing by Licensor, Licensor may dispose of such other property, without any liability to Licensor. Licensor shall not be responsible for damage to such property or vehicle.

7. **Indemnification.** To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless Licensor, and their respective members,

officers, directors, employees, agents, affiliates, and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with:

- a. the occupancy or Use of the Premises by Licensee, or its invitees, employees, agents, affiliates or other representatives;
- b. any act or omission to act (whether negligent, willful, wrongful or otherwise) by Licensee, or its invitees, employees, agents, affiliates or other representatives;
- c. a violation of any laws, statutes, codes, ordinances or regulations by Licensee, or its invitees, employees, agents, affiliates or other representatives; and/or
- d. any breach, default, violation or nonperformance by Licensee of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation shall survive the termination of this Agreement.

8. **Condition of Premises; Assumption of Risk.** No agreements or representations have been made to Licensee regarding the conditions of the Premises, its suitability for the stated Use, or whether it is zoned properly for Licensee's intended Use. Licensee agrees that it is familiar with the condition of the Premises and the suitability of the Premises for its intended Use and accepts the Premises on an "AS-IS", "WHERE-IS" basis.

Licensee acknowledges and agrees that by Use of the Premises, Licensee assumes all risk of loss or damage to property, including, without limitation, property damage, and all risk of personal injury, attributable to any cause other than the gross negligence or unlawful conduct of Licensor.

To the fullest extent permitted by law, Licensee hereby releases Licensor and their respective members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding (collectively, the "Released Parties"), from and waives all claims for damages to person or property sustained by Licensee, regardless of the cause thereof, provided no unlawful act of the Released Parties resulted in the loss or damages. This is a license. No bailment is intended or created.

9. **Notices.** All notices required under this lease shall be in writing and shall be deemed to be given by email or if mailed by certified or registered mail to Licensor or to Licensee at their respective addresses set forth in this lease or to any other address that either party furnishes in writing during the term of this lease.
10. **Captions and Headings.** The captions and headings used in this lease are intended only for convenience and are not to be used in construing this lease.
11. **Applicable Law.** This lease shall be construed under the laws of the state of Illinois. If any provision of this lease or portions of this lease or their application to any person or circumstances shall, to any extent, be invalid or unenforceable,

the remainder of this lease shall not be affected and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law. This written document constitutes the entire agreement between the parties.

- 12. **No Partnership.** Any intention to create a joint venture or partnership between the parties is expressly disclaimed.
- 13. **Effective Date.** Licensor and Licensee have signed this lease and it shall be effective on the date listed at the beginning of this agreement.


Dated: July 18th, 2023.

LICENSOR:

By: 

Sadathulla Shareef
on behalf of:
Des Plaines Realty LLC
581-601 E. Golf Rd.
Des Plaines, IL 60016

LICENSEE:


By: _____
Steven V. Bonica
President & Executive Director
Romanian Heritage Center NFP
81 N. Broadway Street
Des Plaines, IL 60016



July 20, 2023

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 81 N. Broadway Street, 23-028-CU, 7th Ward

RE: Consideration of a Conditional Use for a Commercially Zoned Assembly Use

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on June 27, 2023 to consider a Conditional Use for a Commercially Zoned Assembly Use at 81 N. Broadway Street.

1. Petitioner Steven Bonica introduced the request by providing background on the proposed Romanian Heritage Center, which he described as a spin-off of the Romanian-American Network, INC, is intended to serve as a library and cultural learning and research center. Mr. Bonica described the weekly schedule of proposed activities that include classes, study courses, and various events. He noted that the building next door at 83 N. Broadway Street, which shares a rear parking area with the subject property, is currently being utilized as office space for the Romanian-American Network, INC and a separate law office. Mr. Bonica provided an overview of the proposed off-street parking available for the proposed use noting that there are thirteen proposed off-street parking spaces on site, which meets the minimum off-street parking requirement. He added that they are also pursuing multiple collective parking agreements with neighboring property owners identifying three locations directly west of Broadway Street where they have signed parking agreements providing limited access to a total of 20 off-street spaces. He described that they also have three verbal agreements with three separate locations directly east of Broadway Street that would provide limited access to 50 off-street parking spaces if executed. Mr. Bonica mentioned that between the thirteen parking spaces on the site and the potential off-site spaces, the previous concerns related to parking will be addressed.
2. PZB members asked if the petitioner is aware of the occupancy number of 73 determined by the fire department; when the outstanding collective parking agreements will be finalized; if there would be any use of the parking area at the Romanian Baptist Church; how the petitioner will address residential street parking concerns related to the use; what the on-street parking restrictions are on Broadway Street; why additional off-street parking is necessary if the minimum parking requirement is met on site; where are the collective parking agreements that have been executed; what City Council meeting this application would track to if recommended by the PZB tonight; how many total off-street parking spaces would be available for this use including the on-site spaces and off-site spaces with executed parking agreements; what attending numbers they are expecting for various events they are proposing in relation to the off-street parking requirements; and if the Romanian Heritage Center is a non-profit organization.

Mr. Bonica responded that they will comply with whatever occupancy limit is established; that the remaining collective parking agreements will be finalized in the coming weeks prior to the City Council meeting for this application; that they are aware they cannot rely on off-street parking available on the Romanian Baptist Church site for their operations; that they have three executed collective parking available to enter into the record now; that a total of 33 off-street spaces would be available including on-

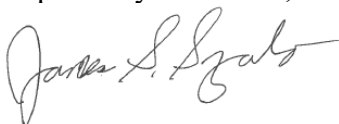
site spaces and the confirmed off-site spaces; that their events will be private, invite only so they will not have a large number of individuals attending or parking issues given the on- and off-site spaces available; and that they are a non-profit organization.

3. CED staff summarized the staff report with slides providing an overview of the request noting the parking requirements for both the existing office uses and the proposed assembly use. Staff described that the petitioner had submitted a conditional use application for a commercially zoned assembly use at a separate location at 69-79 N. Broadway Street, which was considered and denied by the Council due to parking concerns in the nearby neighborhood and limited parking availability on the subject property. Staff explained that the petitioner is requesting the same commercially zoned assembly use for 81 N. Broadway Street, which is comprised of a smaller building and larger parking area. It was noted that while the petitioner is pursuing collective parking agreements to provide additional parking for the anticipated meetings and events for the Romanian Heritage Center, these executed collective parking agreements had not been provided to staff.
4. Multiple members from the public spoke on this request expressing concerns with traffic, parking along neighborhood streets, noise, safety, home value decline, and appropriate property zoning. These concerns hinged on the belief that, if approved, the assembly use would generate a lot of additional vehicular traffic that would utilize Yale Court through the neighborhood or park along the residential street to access the subject property, which in return would create unsafe conditions for residents and decrease their property values. Some members of the public supported a new business on the subject property but were concerned that the current zoning of the property was not sufficient for the proposed assembly use. One individual praised the request stating that he is a first-generation Romanian who wants to see his culture around him and mentioned that the proposed assembly use would be a benefit to the City.

Mr. Bonica responded to the concerns raised by the public explaining that Yale Court will not be utilized for vehicular access or parking given that the patrons to the Romanian Heritage Center would be coming on Broadway Street from either Golf Road or Northwest Highway. He added that the proposed assembly use would not be a safety risk for the community and neighboring properties because they are here to work with the neighbors. Mr. Bonica confirmed that the Romanian Heritage Center will operate in conformance with all applicable City of Des Plaines codes.

5. The PZB voted 6-0 to recommend approval of the conditional use request with the recommended staff conditions, and *amended staff condition #3 to require the petitioner to obtain executed collective parking agreements with the three off-site parking locations located directly east of Broadway Street.*

Respectfully submitted,



James Szabo
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

Applications:

1. **Address:** 81 N. Broadway Street **Case Number:** 23-028-CU

The petitioner is requesting a Conditional Use for a Commercially-Zoned Assembly Use in the C-3 General Commercial zoning district at 81 N. Broadway Street, and any other variations, waivers, and zoning relief as may be necessary.

Petitioner: Romanian Heritage Center NFP (Representative: Steven Bonica, 83 N. Broadway Street, Des Plaines, IL 60016)

Owner: Romanian Heritage Center NFP, 83 N. Broadway Street, Des Plaines, IL 60016

PIN: 09-07-418-015-0000

Ward: #7, Alderman Patsy Smith

Existing Zoning: C-3, General Commercial District

Existing Land Use: Vacant Building

Surrounding Zoning: North: C-3, General Commercial District
South: C-3, General Commercial District
East: R-1, Single Family Residential District
West: C-3, General Commercial District

Surrounding Land Use: North: Vacant Building
South: Multi-Unit Residential Building
East: Single Family Residences
West: Electrician (Commercial)/Vacant Building

Street Classification: Broadway Street is classified as a local street.

Comprehensive Plan: The Comprehensive Plan illustrates this site as Higher Density Urban Mix with Residential.

Zoning/Property History: Based on City records, the subject property was annexed into the city in 1927 as vacant piece of land and has been a commercial building since at least 1961. The subject property has undergone some site improvements since then but has been consistently utilized as a commercial building.

Project Description: *Overview*

The petitioner has requested a Conditional Use Permit to host meetings and events (assembly) within the proposed library/media space at the Romanian Heritage Center NFP, 81 N. Broadway Street. This type of activity is categorized under the commercially zoned assembly use as defined below.

COMMERCIALY ZONED ASSEMBLY USES:

A use that is primarily for the purpose of the assembly of people, which can contain a combination of uses that take place in both principal and accessory structures. Such uses include: commercial theater, banquet halls, nightclubs, church, synagogue, temple, meeting house, mosque, or other place of worship. For allowable accessory uses, refer to the specific land uses defined in this chapter. Such uses shall adhere to the off-street parking requirements under "assembly uses".

The property at 81 N. Broadway Street is in the C-3 zoning district, along Broadway between Cumberland Circle (i.e. the intersection of Broadway, Golf Road, Wolf Road, and State Street) and Northwest Highway, near the Cumberland Metra Station. The subject property contains a one-story commercial building with on-street parking in the front and an accessory parking lot at the rear as shown on the attached Plat of Survey.

The petitioner currently operates an office, which is a permitted use and has a valid business registration, on a property at 83 N. Broadway Street directly north of the subject property. The space is utilized as a media office for the Romanian-American Network and a law office for the Leahu Law Group, LLC.

Proposal

The petitioner plans to completely remodel the interior of the existing building to locate a library/multi-media room, which will occupy most of the space. In addition, there is a Romanian heritage exhibit area, along with restrooms, and storage areas. The need for the Conditional Use stems from conducting meetings and events. Section 12-13-3 of the Zoning Ordinance, in defining commercially zoned assembly, includes the example of a "meeting house," and the petitioner intends to conduct meeting events of various professional and civic groups tied to the organization. On the other hand, the private library is a *permitted* use, and the classes and art workshops would be considered accessory to the library and therefore permitted. The true focus of this request is using the property for meetings and events.

The petitioner intends to utilize the subject property for various uses as described in the attached Activities and Programs Brochure, and summarized in the following table. Note that the Fire Prevention Bureau reviewed the plans and visited the space. The maximum occupancy load is 73 people.

Use Description	Occurrence*	Staff Size	Group Size
Private Romanian Library and Heritage Research Center for members, students, tutoring	Monday-Friday, up to 3 hrs. a day	2-3	12 (members); 2-3 (students)
Romanian Language and Heritage Classes (Two separate groups)	Twice a month on Tuesdays and Thursdays	2-3	8-12 students
History and Heritage of the Romanian People	Once a quarter	2	10-20 participants
English Classes	Weekly, Mondays	2	6-12 students
Arts and Crafts Workshops	Varies	2	6-10 students
Faith and Life – Fellowship and Religious Studies	Varies based on event	2-4	12-20 participants
Events	Varies	Varies	Varies

*Not open on U.S. and Romanian Holidays

Off-Street Parking

The subject property contains a surface off-street parking area shared between 81 and 83 N. Broadway Street. As such, the off-street parking requirement must consider the existing office uses at 83 N. Broadway Street and the proposed assembly uses at 81 N. Broadway Street, pursuant to Sections 12-9-7 and 12-9-8 of the Zoning Ordinance:

- One parking space for every 250 square feet of gross floor area for office areas; and
- One parking space for 200 square feet of gross activity area for the commercially zoned assembly area (library).
- *Note: A library has a parking minimum of only 1 space per every 750 square feet of gross floor area. However, for the purposes of this request, the requirement for commercially zoned assembly must be used because it is more restrictive (i.e. contemplates more people). Nonetheless, should the commercially zoned assembly not be approved, staff preliminarily believes the total parking requirement for office at 83 N. Broadway and Library at 81 N. Broadway could be met by the rear parking lot.*

The existing office area at 83 N. Broadway Street consists of 840 square feet and the total gross activity area for the proposed use at 81 N. Broadway Street consists of 1,100 square feet, requiring a total of 11 off-street parking spaces, including a minimum of one accessible space. The attached Site Plan shows the existing parking area at the rear of the building that is designed to accommodate 16 off-street parking spaces including

one accessible space on the subject property. Staff has added a condition that a revised Site Plan prepared by a design professional is submitted with full dimensions on the parking area in conformance with Sections 12-9-7 and 12-9-8 of the Zoning Ordinance at time of building permit.

Collective Parking Agreements

The petitioner has submitted the attached Proposed Parking Use Plan to identify how the parking area will be utilized during their operations throughout the week. It is noted that on regular weekdays from 9 a.m. to 7 p.m. and Saturdays from 9 a.m. to 1 p.m., the available off-street parking available on the subject property would be sufficient for their operations. However, the petitioner does identify that more parking—in addition to the spaces available on the subject property—is necessary on regular week days from 6 p.m. to 9 p.m., Saturdays after 5 p.m., and Sundays from 1 p.m. to 5 p.m. Section 12-9-3 of the Zoning Ordinance allows for up to 33 percent of the required off-street parking to be fulfilled on a separate, privately-owned zoning lot provided that the following conditions are met for the collective parking spaces:

- The collective parking spaces utilized on the separate zoning lot are in excess of the total requirement for all uses that occupy that lot, or that sufficient data has been provided to the city indicating that there is not a substantial conflict in the hours of operation of all the uses on the lot;
- The collective parking spaces are within 300 feet of the use served;
- Pedestrian travel between the collective parking spaces and the use severed does not require at-grade crossings of roadways classified by the Illinois Department of Transportation (IDOT) as arterials; and
- A written agreement guarantees that the parking spaces on the separate zoning lot will be maintained so long as the uses requiring parking are in existence, or unless the required parking is provided elsewhere in accordance with the Zoning Ordinance.

As such, staff has added a condition that the petitioner must obtain, execute, and submit to staff a collective parking agreement with each property it intends to use for additional parking to address all parking requirements pursuant to Sections 12-9-3 and 12-9-7 of the Des Plaines Zoning Ordinance.

Conditional Use Findings: Conditional Use requests are subject to the standards set forth in Section 12-3-4(E) of the Zoning Ordinance, as amended. Rationale for how well the proposal addresses the standards is provided below and in the attached petitioner responses to standards. The Board may use the provided responses as written as its rationale, modify, or adopt its own.

1. The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:

Comment: The proposed activities consisting of meetings, events, and other gatherings involving the assembly of people is classified as a Commercially Zoned Assembly use. A Commercially Zoned Assembly use is a conditional use in the C-3 zoning district.

PZB Additions or Modifications (if necessary): _____

2. The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:

Comment: The proposed commercially zoned assembly repurposes an existing vacant space, which helps to achieve the goal of the Comprehensive Plan to foster and improve commercial developments. This proposal can also provide another asset to the community through the promotion of cultural diversity, which the Comprehensive Plan strives to preserve and foster.

PZB Additions or Modifications (if necessary): _____

3. The proposed Conditional Use is designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity:

Comment: The proposal will not redevelop the existing space in a way that would not be harmonious and appropriate in appearance to surrounding development since the petitioner does not plan to alter the building's exterior. Instead, the proposal includes additional landscaping in front of the building and parking area improvements at its rear to improve the aesthetic appearance of the property.

PZB Additions or Modifications (if necessary): _____

4. The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:

Comment: Regarding activities that will take place inside the building, the proposed use will not be hazardous or disturbing to the existing neighborhood uses. The petitioner has proposed off-street parking spaces at the rear of the building and will provide a separate collective parking agreement with all properties it is utilizing for collective parking to handle any overflow parking during events. The Board should decide whether any concerns about utilizing multiple parking lots would rise to the level of "hazardous or disturbing."

PZB Additions or Modifications (if necessary): _____

- 5. The proposed Conditional Use is to be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or, agencies responsible for establishing the Conditional Use shall provide adequately any such services:**

Comment: The existing building is adequately served by essential public facilities and services through property access from a rear alley, on street parking in the front, and municipal services. Staff does not feel that the proposed use will alter the existing service of this property.

PZB Additions or Modifications (if necessary): _____

- 6. The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:**

Comment: The existing building does not create excessive additional requirements at the public expense for public facilities and services. Staff does not feel that the proposed use will create excessive additional requirements for public facilities and service, as the size and location of the existing building will remain the same.

PZB Additions or Modifications (if necessary): _____

- 7. The proposed Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors:**

Comment: The proposed use operations will not produce excessive production of noise, smoke fumes, glare, or odors since all operations will take place inside the building and consist of smaller groups of people. The anticipated events that will occur on occasion once or twice during the month will be scheduled and planned in coordination with proposed collective parking agreements to ensure adequate parking is provided. To the extent that evaluating traffic includes availability of parking, the Board may consider that issue. However, in terms generating regular, high-volume traffic, staff does not believe the use will do that, as the meetings would be somewhat infrequent.

PZB Additions or Modifications (if necessary): _____

8. The proposed Conditional Use provides vehicular access to the property designed so that it does not create an interference with traffic on surrounding public thoroughfares:

Comment: The proposed use will have parking and property access concentrated at the rear of building with some parking in the front of the building. Staff feels that the proposed parking and access to the site is sufficient during normal operations but is recommending the requirement of collective parking agreement(s) to be established and executed between the proposed use and specified neighboring property owners to accommodate events with larger vehicular and pedestrian traffic.

PZB Additions or Modifications (if necessary): _____

9. The proposed Conditional Use does not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance:

Comment: The proposed use will not result in the destruction, loss, or damage of natural, scenic, or historic features since the property is already developed with the building and parking area. In addition, the subject building is not listed as a historic significant structure.

PZB Additions or Modifications (if necessary): _____

10. The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:

Comment: The proposed use will comply with all other regulations in the Zoning Ordinance. The conditional use will be the only entitlement necessary for the proposed request as presented.

PZB Additions or Modifications (if necessary): _____

PZB Procedure and Recommended Conditions: Under Section 12-3-4.D (Procedure for Review and Decision for Conditional Uses) of the Zoning Ordinance, the PZB has the authority to *recommend* that the City Council approve, approve subject to conditions, or deny the request. The City Council has final authority on the proposal. If the PZB recommends approval of the request, staff recommends the following:

1. That the Board is comfortable with and has reviewed any necessary shared parking agreements before it would vote on a *recommendation for approval* to Council
2. A revised Site Plan prepared by a design professional is submitted at time of building permit with full dimensions on the parking area in conformance with Chapter 9 of the Zoning Ordinance.
3. The petitioner must obtain, execute, and submit to staff a collective parking agreement with each property it intends to use for additional parking to address all parking

requirements pursuant to Sections 12-9-3 and 12-9-7 of the Des Plaines Zoning Ordinance.

4. That all appropriate building permit documents and details, including all dimensions and labels necessary to denote all proposed improvements to the subject property are submitted as necessary for the proposal. All permit documents shall be sealed and signed by a design professional licensed in the State of Illinois and must comply with all City of Des Plaines building and life safety codes.

Attachments:

Attachment 1: Location Map

Attachment 2: Site and Context Photos

Attachment 3: Petitioner's Responses to Standards

Attachment 4: Plat of Survey

Attachment 5: Project Narrative and Photos of Existing Conditions

Attachment 6: Activities and Programs Brochure

Attachment 7: Site and Parking Lot Plan

Attachment 8: Parking Use Plan

Attachment 9: Floor Plan

Chair Szabo stated that Steve Bonica, petitioner for the project, was sworn in last meeting. Mr. Bonica stated that the Romanian Heritage Center purchased the property at 81 Broadway street to turn it into a Cultural, Learning and Research Center for Literature, History and Traditional Art. He added that a separate space at 83 Broadway Street is already in use and is not a part of this petition. He stated that they are here today for a Conditional Use for assembly to hold community meetings, seminars, and gatherings. He plans to have a learning and tutoring center. He said he was here at the last meeting and heard the neighbor's concerns. He stated that the biggest issue was parking. He would like to submit evidence that they have solved that problem.

Mr. Bonica gave definition of anthropology. He stated that the Romanian Heritage Cultural Center is dedicated to the appreciation, preservation, and promotion of the cultural manifestation that impact and shape the existence of our ethnicity and define our identity. The cultural center consists of over 15,000 books and literature and would be open primarily from the hours of 9-5 pm. The operations will include running a learning and tutoring center and classes. He stated that he has submitted a schedule of proposed activities and programs. He would also like to have activities from 7-9 pm on weekdays and activities weekends. He stated that the larger events would only happen once per month and would be around 75-80 people. He said he listened to the neighbor's concerns and noted they have 13 parking spots, which are sufficient for the daytime activities. They talked to neighbors and are working on getting executed collective parking agreements with six other properties to address parking concerns. They have three written agreements and three verbal agreements that they are working to get executed. The other businesses would allow limited use of their parking lots after business hours—6 spaces at 42 N. Broadway; 6 spaces at 72 N. Broadway; and 8 spaces at 82 N. Broadway—that provide 20 additional parking spaces. They

secured verbal agreements for 581 E Golf (36 spaces), 79 N. Broadway (8 spaces), and 73 N. Broadway (6 spaces), which they are working to get those leases signed. He is looking for a Conditional Use for assembly to hold community meetings, seminars, and gatherings. He stated that the larger events would only happen once per month and would be around 75-80 people and they would have more than enough parking with the parking agreements.

Member Fowler stated that the maximum occupancy load is 73 people which is from the fire prevention bureau.

Mr. Bonica stated that they have talked to the neighbors and are pursuing collective parking agreements with the surrounding property owners.

Member Fowler restated that the fire prevention bureau restricted the building occupancy to 73, so it does not just have to do with parking.

Mr. Bonica stated that they will comply with whatever the Fire Department sets.

Member Vermis asked when he plans to have the other signed agreements.

Mr. Bonica responded he plans to have the signed agreements before the city council meeting, next week if possible. However, they still have additional 20 spaces available with the current signed agreements, totaling 33 spaces.

Member Vermis asked if they are utilizing the Romanian Baptist Church for parking.

Mr. Bonica stated that they were told by staff that they cannot rely on that for additional parking because it is a hazard.

Member Vermis asked how they will make sure that people are not parking on residential streets.

Mr. Bonica stated that people have the natural instinct to park as close as possible and the residential area would be a further walk.

Chair Szabo stated that is a good idea to have all of the written agreements before going to City Council and he wished he had them before tonight's meeting.

Mr. Bonica responded that he has that three executed collective parking agreements with him that equate to 20 additional spaces, and that he could provide them to the PZB.

Chair Szabo added that it would have also been nice if he had signed agreements in hand for the other three properties identified.

Mr. Bonica stated that since he has 33 parking spots that he has enough for the 73 max. He stated that the formula is multiplying the spots by three.

CED Director Carlisle stated that the maximum allowed by Fire is 73. The requirement for parking from zoning is a ratio based on use. He stated that Mr. Stytz will go over that in the staff report.

Senior Planner Stytz stated that assembly use is based off square footage of gross activity area. It is one space for every 200 square feet of gross activity area. The space is 1,100 square feet, based on the office next door, 11 spaces would be required.

Senior Planner Stytz gave the staff report. He stated that the petitioner is requesting a Conditional Use for a Commercially-Zoned Assembly Use in the C-3 General Commercial zoning district at 81 N. Broadway Street. He gave a presentation showing the Location Map and Background, Site Photos, Proposed Floor Plan, Proposed Site and Parking Use Plan, Proposed Schedule of Activities, and Planning and Zoning Board Considerations. He stated that staff has not seen and does not have the signed parking agreements. He stated that they will be looking to have them prior to going to City Council. The PZB has the authority to *recommend* that the City Council approve, approve subject to conditions, or deny the request. The City Council has final authority on the proposal. If the PZB recommends approval of the request, staff recommends the following:

1. That the Board is comfortable with and has reviewed any necessary shared parking agreements before it would vote on a *recommendation for approval* to Council
2. A revised Site Plan prepared by a design professional is submitted at time of building permit with full dimensions on the parking area in conformance with Chapter 9 of the Zoning Ordinance.
3. The petitioner must obtain, execute, and submit to staff a collective parking agreement with each property it intends to use for additional parking to address all parking requirements pursuant to Sections 12-9-3 and 12-9-7 of the Des Plaines Zoning Ordinance.
4. That all appropriate building permit documents and details, including all dimensions and labels necessary to denote all proposed improvements to the subject property are submitted as necessary for the proposal. All permit documents shall be sealed and signed by a design professional licensed in the State of Illinois and must comply with all City of Des Plaines building and life safety codes.

Member Weaver state that he is looking at an aerial photo that shows parking on Broadway Street. He also asked if there are any parking restrictions on Broadway and if there are times associated with the restriction.

Mr. Stytz stated that there is a three-hour parking restriction, and it is not for heavy vehicles, but he does not believe there are times associated with the three-hour parking restriction.

Member Catalano stated that based on the gross activity area they would be required to have 11 parking spaces. He noted that originally there were 16 parking spaces and now there are 13 spaces. He asked why they need more parking.

Mr. Stytz stated that the original site plan had 16 spaces, but it has been revised to 13.

Mr. Carlisle stated that with an assembly use there is a spike in demand for parking at certain times. The petitioner stated that he could have 73 people. The Conditional Use you are not bound to take the simple base line number because you need to consider all the factors. For that reason, we know there will be more than 11 households. So there has to be an additional arraignment to accommodate the attendance spikes. The written agreements are not in the packets because we have not seen them. Our recommendation to this board is that if you are considering a recommendation of approval and you look at the parking leases and you are comfortable with what they say before they are processed by staff to go to City Council.

Member Saletnik stated that we might have to continue this case since he does not have all the written agreements. He asked how many parking spaces they have with the written agreements. He also asked if they understand that the Fire Occupancy does not allow more than 73 so when Mr. Bonica states that he could have more than 90 that would not be allowed. And out of the 73 people, are they families or are they individuals? He also stated that the 73 comes from a square footage of the assembly space. He stated you cannot have more than 73 people occupying that room at any one time.

Mr. Bonica stated that they have written lease agreements for an additional 20 spaces. Which added to their 13 spaces will take care of 32% of full occupancy. They were told to look at the municipal code for parking and they found the formula that they confirmed with their architect and attorney which he was told it is 32% of the number of full occupancy. That would mean with 33 parking spots they would have enough for full occupancy before the other verbal agreements are set. He stated that if the occupancy is 73 they will abide by that. He stated that he does everything by the book. He came her to be good role model and good citizens. He wants to provide a space where everyone is welcome and feel proud of the culture.

Member Weaver thinks that Mr. Bonica's attempt to find other parking spaces at other properties is admirable. However, the written agreements you have are on the west side on Broadway and the verbal agreements are on the East side. Looking at the map, Yale Court is close to your business. That is why the agreements for the parking on the east side are important and if you get a lease for them, you will have a very good plan.

Mr. Bonica stated that he believes people will come in the front door so the parking would be across the street and Yale Court would be further. He would provide parking spaces and signs. He also proposed that his neighbors at Yale Court start a petition to make Yale Court resident parking only. He stated he would help them with it.

Member Veremis asked a question to staff. If this were to be recommended for approval tonight, when would it go to City Council. Would we have time to meet another time before so staff could go over the agreements?

John Carlisle stated that this is a very busy time for Planning and Zoning and City Council. August 7, 2023 is the next City Council meeting that could hear this case. He stated that staff has not seen the agreements. Chairman Szabo can enter the leases into record and then view them.

Chair Szabo entered the leases into the record. He asked the Planning and Zoning Board members to take a look at the signed leases.

Member Saletnik asked how many total spaces would be available from this property and the signed leases. And with a maximum occupancy of 73, how many would be needed?

Mr. Bonica stated that they will have 33 parking spots total with the signed leases. He also stated that they have the use of church vans for transportation. He is working to finalize the other leases.

Chair Szabo asked if any of the audience members were in favor or opposed to the petition.

Chair Szabo stated that Nita Rose of Seventh Avenue was sworn at the last meeting. She stated that she was here two years ago. She stated that he had big groups that parked in their neighborhoods, slammed car doors, etc., and they there was too much traffic going through the neighborhood. She stated she is concerned about parking and traffic because there are lots of families walking small children. She stated that he did not tell the truth when he first came and she had to tell the board. She stated that they do not want these people here, that they do not want them in their neighborhood. She believes the home values will go down.

Member Fowler asked how many events she has experienced from this petitioner and how big they were.

Ms. Rose stated she did not experience any events because they did not get approval to operate in the area, but that they do not want it to happen.

Chair Szabo swore in Diane Thompson of Seventh Avenue. She wanted to explain the type of neighborhood this traffic would infringe on. Her grandfather subdivided the neighborhood and dedicated the park to the neighborhood. She stated that its important to keep the neighborhood safe and it would not be as safe with the additional traffic.

Member Fowler asked if there are any kids playing at that park.

Mr. Thompson responded that kids do play at that park. Adults also utilize that space for meetings and gatherings.

Chair Szabo swore in Paul Holzer of Seventh Avenue. He is concerned about the proposed assembly use. He heard quantitative data to support capacity and community is supportive of the businesses in the area. The City has been helpful any time they had parking problems. He would welcome the Heritage Center. He wants to make sure this is in a properly zoned area.

Chair Szabo swore in Timothy Stef. He stated that he is familiar with the area. He stated he is a first-generation Romanian. He wants to see his culture around him. He does not understand why we would not want something that is good for society.

Chair Szabo swore in Brian Emerick. He does not have a problem with the type of business but he is concerned about the traffic. He is concerned about 80 people leaving the facility at 9 pm causing noise.

Mr. Bonica asked why we are talking about parking near Yale Court – people would not be coming from that way or parking there. They will be coming from Golf Road or Northwest Highway. Mr. Bonica stated that one of the residences talked about safety. He asked if she was implying that they were a risk for safety. He said they will not be parking by Yale court so there will be no traffic. He also asked about the resident that said he lied. He stated that looking back at the paperwork it states that they will do as much as they are allowed to do. The 80-person number was in the paperwork two years ago. He stated that he is here to work with you and that they are neighbors.

Chairman Szabo asked if any member would like to make a motion.

Member Weaver stated that he would like to make a motion but would like to preface it first. He stated that there are parking lots A,B,C,D, E and F on the diagram plus the 13 on the petitioners property which makes 82 spaces. They have a maximum meeting size of 73 persons and a potential of 82 parking spaces. He stated that parking lots D and E are not as visible and easy to find and the distance would not make less attractive, which makes parking lots A, B and C important. He stated one of the suggested conditions proposed by staff is *The petitioner must obtain, execute, and submit to staff a collective parking agreement with each property it intends to use for additional parking to address all parking requirements pursuant to Sections 12-9-3 and 12-9-7 of the Des Plaines Zoning Ordinance.*

Member Weaver stated that his condition would be that the collective parking agreements must include the parking lots on the East side such that we have at least 60 parking spaces.

A motion was made by Board Member Weaver, seconded by Board Member Catalano, to approve the Conditional Use with staff conditions #2 and #4 as written and with the staff condition #3 amended to require an executed collective parking agreement for Sites A-C located on the east side of Broadway Street as proposed by the petitioner.

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

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

CITY OF DES PLAINES

ORDINANCE Z - 19 - 23

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A COMMERCIAL ZONED ASSEMBLY USE AT 81 N. BROADWAY STREET, DES PLAINES, ILLINOIS (Case #23-028-CU)

WHEREAS, Romanian Heritage Center NFP ("**Petitioner**") is the owner of the 4,019 square-foot property commonly known as 81 N. Broadway Street, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property is located in the C-3 General Commercial District ("**C-3 District**") and is currently improved with a 1,500-square-foot, one-story commercial building ("**Building**") and surface parking area; and

WHEREAS, the Petitioner desires to remodel the Building for use as a library multi-media, Romanian heritage exhibit space, restrooms and storage areas ("**Proposed Development**"); and

WHEREAS, the Petitioner proposes to use the Proposed Development for meetings and events for various professional and civic organizations related to the Petitioner's organization ("**Proposed Assembly Use**"); and

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

WHEREAS, pursuant to Section 12-3-7.K of the Zoning Ordinance, a commercially zoned assembly use is only permitted in the C-3 District pursuant to a conditional use permit approved by the City Council; and

WHEREAS, pursuant to Sections 12-3-4 of the Zoning Ordinance, the Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("**Department**") for the approval of a conditional use to allow the Proposed Assembly Use on the Subject Property ("**Conditional Use Permit**"); and

WHEREAS, within fifteen 15 days after the receipt thereof, the Petitioner's applications were referred by the Department of Community and Economic Development to the Planning and Zoning Board of the City of Des Plaines ("**PZB**"); and

WHEREAS, within 90 days after the date of the Petitioner's applications, a public hearing to consider the Conditional Use Permit was opened by the PZB on June 13, 2023 and continued to July 27, 2023, pursuant to publication in the *Des Plaines Journal* on May 24, 2023; and

WHEREAS, notice of the public hearing was mailed to all property owners within 500 feet of the Subject Property; and

WHEREAS, on June 27, 2023, the PZB voted by a vote of 6-0 to recommend approval of the Conditional Use Permit, subject to certain conditions; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on April 26, 2023, summarizing the testimony and evidence received by the PZB and stating its approval and recommendation; and

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

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated July 20, 2023, and has determined that it is in the best interest of the City and the public to approve the Conditional Use Permit in accordance with the provisions of this Ordinance;

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

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

SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY. Subject Property is legally described as:

LOTS 14 AND 15 IN BLOCK 14, IN H. N. CORNELL COMPANY'S CUMBERLAND, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF SEEGER'S ROAD, CALLED ELK GROVE ROAD, AND A RESUBDIVISION OF LOTS 1 AND 8 IN SEEGER'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF FRACTIONAL SECTION 7 AND PART OF THE NORTH 1/2 OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED THE

RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, FEBRUARY 29, 1928 AS DOCUMENT NO 9940985, IN BOOK 255 OF PLATS, PAGE 36 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY, FEBRUARY 29, 1928, AS DOCUMENT NUMBER 394967 AND ACCORDING TO THE SURVEYOR'S CERTIFICATE OF CORRECTION THEREOF RECORDED IN SAID RECORDER'S OFFICE SEPTEMBER 28, 1929, AS DOCUMENT 10492548 AND FILED IN SAID REGISTRAR'S OFFICE SEPTEMBER 16, 1932, AS DOCUMENT NO 592610 AND REFILED AS DOCUMENT NO. 594999, IN COOK COUNTY, ILLINOIS.

PIN: 09-07-418-015-0000

COMMONLY KNOWN AS: 81 N. Broadway Street, Des Plaines, Illinois.

SECTION 3. APPROVAL OF CONDITIONAL USE PERMIT. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council hereby grants the Petitioner the Conditional Use Permit to allow the operation of the Proposed Assembly Use in the C-3 District on the Subject Property. The Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

SECTION 4. CONDITIONS. The approval granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions of this Section 4:

A. **Compliance with Law and Regulations.** The development, use, operation, and maintenance of the Subject Property by the Petitioner must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. **Compliance with Plans.** The development, use, and maintenance of the Subject Property shall be in strict compliance with the following plans, except for minor changes and site work approved by the Director of the Department, and changes to comply with the conditions set

forth in Section 4.B of this Ordinance, in accordance with all applicable City codes, ordinances, and standards, including, without limitation, Sections 3.4-8, "Limitations on Conditional Uses," and 3.4-9, "Effect of Approval," of the Zoning Ordinance:

1. The Project Narrative, prepared by the Petitioner, consisting of 36 sheets, with a latest revision date of May 8, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit A*;

2. The Site and Parking Lot Plan, prepared by the Petitioner, consisting of one sheet, and with a latest revision date of June 19, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit B*;

3. The Floor Plan, prepared by the Petitioner, consisting of one sheet, and with a latest revision date of May 8, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit C*; and

4. The Proposed Activities and Programs, prepared by the Petitioner, consisting of eight sheets, and with a latest revision date of May 8, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit D*.

C. Additional Conditions. The development, use, and maintenance of the Subject Property shall be subject to and contingent upon the following additional conditions:

1. The Site Plan must be revised by a design professional and submitted at time of building permit to show the full dimensions of the parking area in conformance with Chapter 9 of the Zoning Ordinance.

2. Petitioner must obtain and maintain executed parking agreements for off-site parking sufficient to accommodate the parking needs for the Proposed Assembly Use events. Petitioner must submit copies of all of the executed parking agreements to City staff.

3. All appropriate building permit documents and details, including all dimensions and labels necessary to denote all proposed improvements to the Subject Property must be submitted as necessary for the Proposed Development. All permit documents must be sealed and signed by a design professional licensed in the State of Illinois and must comply with all City of Des Plaines building and life safety codes.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than seventy-five dollars (\$75.00) or more than seven hundred and fifty dollars (\$750.00) for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the Petitioner fails to develop or maintain the Subject Property in accordance with the requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance, the Conditional Use Permit granted in Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation of the Conditional Use Permit, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning

enforcement action as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner.

SECTION 6. BINDING EFFECT; NON-TRANSFERABILITY. The privileges, obligations, and provisions of each and every section and requirement of this Ordinance are for and shall inure solely to the benefit of Petitioner. Nothing in this Ordinance shall be deemed to allow the Petitioner to transfer any of the rights or interests granted herein to any other person or entity without the prior approval of the City Council by a duly adopted amendment to this Ordinance.

SECTION 7. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after the occurrence of the following:

- A. its passage, approval and publication in pamphlet form as provided by law;
- B. the filing with the City Clerk by the Petitioner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as *Exhibit E*; and

C. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

D. In the event that the Petitioner does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 8.B of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

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.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Approving CUP for a Commercially Zoned Assembly Use at 81 N. Broadway Street

ROMANIAN HERITAGE CENTER for Cultural Anthropology

A CULTURAL LEARNING & RESEARCH CENTER
for literature, history, and traditional art

ROMANIAN HERITAGE CENTER NFP



81 N. Broadway Street, Des Plaines, IL 60016



www.RomanianHeritage.US

The key to success
is to **focus on goals**,
not obstacles.

*"No matter how many years I've lived in America,
nothing was able to take Romania out of my heart!"*

Steven Bonica - Founder
Romanian Heritage Center NFP

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”The mystery of human existence
does not lie in living,
but in knowing
what are you living for.”

– Nicolae Iorga

ROMANIAN HERITAGE CENTER for Cultural Anthropology

A CULTURAL LEARNING & RESEARCH CENTER
for literature, history, and traditional art

*

Anthropology is the study of
what makes us human and shapes our daily lives.

At the Romanian Heritage Center our team of affiliates is dedicated
to the appreciation, preservation, and promotion
of the cultural manifestations that impact and shape
the existence of our ethnicity and define our identity.

**OUR GOAL IS TO EMBOLDEN AND INSPIRE
current and future generations of Romanian-Americans
to expand on the legacy of collaboration and innovation
of accomplished Romanians
that contributed to the betterment of society and humanity.**

We are especially interested in the valuable contributions
and impact of Romanians through history
on **who we are in today's society.**

Enriching [Lives](#), Connecting [People](#), Strengthening [Relationships](#)!

PURPOSES

The ROMANIAN HERITAGE CENTER NFP is a faith-based cultural, educational, civic, and religious organization established to facilitate in the Romanian-American community **social-cultural programs which PROMOTE and NURTURE FELLOWSHIP and the BETTERMENT OF RELATIONSHIPS among its members and participants, while seeking:**

- **To PRESERVE AND PROMOTE UNITY among all Americans of Romanian heritage, regardless of what territory or geographical area they (or their predecessors) are from,** including but not limited to current countries of Romania and Republic of Moldova, surrounding areas in today's Ukraine, Hungary, Serbia, Bulgaria, and others; and also regardless of their claimed nationality;
- **To preserve, encourage, and promote POSITIVE CULTURAL ENGAGEMENT, fellowship, and relationship building** within the Romanian-American community of all denominations through awareness and education on the Romanian heritage, culture, traditions, and the common elements of the Christian faith transcending denominational and jurisdictional lines, thus giving all Romanian-Americans an opportunity to collaborate and make known their contribution to the United States, our adoptive country;
- **To establish and maintain a centralized place for the gathering, collecting, and preservation of publications, literature, documents, records, memorabilia and traditional folklore artwork** relating to the Romanian-American cultural, religious, and social life, the Romanian language, literature, history, heritage, and the impact of Romanian-Americans in the American society;
- **To preserve, promote, foster, and encourage the UNDERSTANDING AND APPRECIATION OF THE ROMANIAN HERITAGE, language, history, religion, culture, folklore art, music, and traditions;**

Our heritage is the LEGACY we leave TO THE FUTURE GENERATIONS!

- To **publish, print, distribute, and circulate books, pamphlets, periodicals, papers, and magazines** in connection with the activities of the Romanian Heritage Center and other Romanian and Moldovan organizations in the United States;
- To **publish, print, and distribute the ROMANIAN HERITAGE MAGAZINE, a quarterly publication in English for our second generation** as well as for our friends, neighbors, and business associates - thus furthering the understanding and appreciation for our heritage and rich culture;
- To **facilitate, plan, implement, organize, and/or assist OTHER SIMILAR ORGANIZATIONS AND FELLOWSHIP GROUPS** in hosting cultural and commemorative events, exhibitions, community meetings, seminars, and conferences which will advance the understanding and appreciation of the rich Romanian culture and heritage in the United States;
- To **ACQUIRE, BUY, CONSTRUCT, ESTABLISH and MAINTAIN, EQUIP and OPERATE buildings, real estate property** or other establishments for the purposes aforesaid;
- To **perform and support all functions in furtherance of its legitimate interests as a ROMANIAN HERITAGE CULTURAL LEARNING & RESEARCH CENTER;**
- It is specifically hereby provided that **NEITHER PECUNIARY GAIN NOR PROFIT for the Romanian Heritage Center's members and associates is a purpose of this Heritage Center**, except that the Romanian Heritage Center shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

OUR BACKGROUND

The **ROMANIAN HERITAGE CENTER NFP** was incorporated on July 1st 2020 as a new independent faith-based cultural, civic, and religious organization that **is a spin-off of ROMANIAN-AMERICAN NETWORK INC. (RO-AM.NET)**, benefiting and building on its achievements, recognition, and reputation.

The Romanian-American Network was established in summer of 1995, as a Romanian-American ethnic publishing house specialized in community outreach, advertising, marketing, mass communication and networking.

Through its almost 28 years of service, RO-AM.NET became widely known and appreciated across the United States and abroad for creating valuable projects like:

- Center Focus Magazine - commemorative yearbooks (1995, 1996, 1997, and 1998)
- Romanian-American Yellow Pages (1999, 2000, 2002, 2004, and 2007)
- Romanian Impact Magazine (monthly from Jan. 2001 through Dec. 2008)
- Romanian Tribune Newspaper (since Jan. 2002 - Now in its 22nd year!)
- Romanian Library & Research Center (since Dec. 2002)
- Directory of Ethnic and Multicultural Publishers, Distributors and Resource Organizations 2003 - for the American Library Association's Ethnic and Multicultural Information Exchange Round Table (EMIERT)
- Romanian Heritage Festival (2010, 2011, 2012, and 2013)
- Coalition for Family, Faith and Life of Romanians in America (since Jan. 2016)
- Romanian Business Referral Network (since 2016)
- "BISERICI.US" Network - Romanian Churches & Religious Organizations (2016)

RO-AM.NET organized and hosted numerous cultural and community outreach events, networking meetings, educational and informative seminars.

Over the years WE PARTNERED WITH OTHER ORGANIZATIONS, such as:

- American Library Association - New York, NY
- "Cenaclul RETRO" Cultural Organization - Chicago area
- CREDO TV Romanian International Media Ministries- Chicago, IL
- Little Samaritan Radio - Chisinau, Republic of Moldova
- Logos Christian Academy - Niles, IL
- Logos School of Music - Niles, IL
- ProTV International Romanian Television - Bucharest, Romania

- Romanian Book Club - Niles, IL
- RoAct Theatre Co. - Niles, IL
- RTN Chicago Romanian Christian Television - Chicago, IL
- TVRi Romanian International Television - Bucharest, Romania

AS WELL AS OFFICIAL ENTITIES representing Romania and Republic of Moldova:

- Consulate General of Romania in Chicago
- Embassy of Romania in United States - Washington, DC
- Embassy of Romania at the United Nations - New York, NY
- Embassy of Republic of Moldova in United States - Washinton, DC
- Romanian Government’s Department for Relations with Romanians Abroad - Bucharest, Romania



The founders of Romanian-American Network, having successfully passed the test of time, integrity, and dedication to the community, initiated and launched the idea of creating the ROMANIAN HERITAGE CENTER as an independent not-for-profit faith-based community center for all Romanians and Moldovans, in order TO FACILITATE, PROMOTE, AND NURTURE UNITY IN OUR COMMUNITY.

The Romanian-American Network will continue its publishing and mass media projects as a completely separate and independent media organization, and it will also assist as needed in the Romanian Heritage Center’s projects.

The Romanian Heritage Center’s leadership team includes dedicated professionals active in churches of all denominations in our community. ALL LEADERS OF OUR COMMITTEES ARE VERY QUALIFIED AND WILLING TO SERVE THE NEXT GENERATIONS OF ROMANIAN-AMERICANS, those that are born, raised, and educated in the United States, through various interactive programs and attractive activities, subjected to our *Purposes*.

The ROMANIAN HERITAGE CENTER NFP aims to be a useful resource not only to the ethnic Romanian-Americans but also to anyone wishing to find out more about our culture and interact with our community.

BUILDING ON A FOUNDATION OF 27 YEARS OF COMMUNITY SERVICE

– A GATEWAY FOR ALL
to Romanian culture, heritage, history,
language, and Christian traditions
in the Chicago area

In 2002, on the Romanian-American Network's 7th anniversary we opened our first **Library & Romanian Village Exhibit** as a cultural project for our community.

In July of 2020, as we celebrated 25 years of publishing, outreach, and networking activity in our community, we teamed up with trusted supporters and decided to combine our experience and the valuable relationships we've built to a higher goal and even greater achievements.

Together with the support of our friends and several business leaders from our community, **WE PLEDGE TO MAKE THE ROMANIAN HERITAGE CENTER A TRUSTED NAME**, a leading organizer and welcoming host for cultural, educational, religious, and social events in the Romanian community of Chicago area, preserving and promoting the Romanian heritage with its rich culture, history, and traditions.

To accomplish our objectives we have always been and will continue to surround ourselves with the finest, most honorable, and most committed professionals - people whom everyone can regard not only as trusted friends, leaders and educators, but as caring neighbors who share a common vision to make a true difference in the American society.

27 years ago we've dedicated ourselves to building a publishing, communication, and networking organization in our community, primarily promoting the Norwood Park Christian School of Chicago, a Romanian Christian private school known today as Logos Christian Academy in Niles.



Ro-Am.Net
Library
(2002-2007)



Simona and I were an active part of this private school from its very beginning and assisted its founders with their launching efforts. Simona also taught there for 23 years. Her former students are now accomplished young professionals with degrees that make us proud. Many of them are ready and willing to give back and serve in one capacity or another.

There are also many professionals in our community who wish to make themselves available and help our community grow by sharing their knowledge and experience.

WE INVITE YOU ALL to take a close look at this historical project and CONSIDER JOINING US. WITH YOUR HELP we can make this dream a reality! We are committed to making it happen!

We thank you for your attention and we look forward to partnering with you in this amazing endeavor. **MAY GOD BLESS YOU ALL!**

Steven & Simona Bonica
Founders of Romanian Heritage Center NFP

UNIQUE ASSETS OF GREAT EMBLEMATIC VALUE



1. ROMANIAN LIBRARY ARCHIVE & RESEARCH CENTER

The Romanian Heritage Center is hosting and safe-keeping a Romanian Library comprised of over 15,000 items: books and publications, CDs, tapes, vinyl records, 90% of which are either in the Romanian language or about Romania, Romanians, and Romanian culture and history.

The Romanian Library & Research Center is more than a reading and research room. It has become a place of spirituality and culture, a desired location for smaller cultural events and exclusive meetings with intellectual, literary and musical artistic concerns.

The Romanian Library has also become a desirable choice of the Consulate General of Romania in Chicago for community outreach and informational meetings.

We've seen increased interest from our youth for printed literature and books in Romanian and we would like to be able to respond and encourage the desire to have our youth speak, read and write in our native language.

This private Romanian Library is a truly unique collection of rare valuable old Romanian books, some dating back to 1860, including an original of the very first edition of the Romanian Bible printed in the Latin alphabet in Iași in 1874, and several other books from the early 1900's.

The only other sizable library of this kind in the United States is in New York, and it is owned and managed by the Government of Romania through its Cultural Institute.



**PLUG & PLAY MULTIMEDIA READY
- audiovisual and amplified sound**

Ro-Am.Net
Library
(2015-2020)



Attractive setting for hosting community meetings





Ro-Am.Net
Library
(2015-2020)



Ambient and inviting setting for leaders of businesses and organizations

2. ROMANIAN VILLAGE FOLK ART EXHIBIT - "ȘEZĂTOARE"

The entire exhibit will be moved and prominently placed for public viewing in the newly purchased building.



WHAT MAKES THE ROMANIAN VILLAGE EXHIBIT SO UNIQUE?

The Romanian Heritage Center features the Romanian Village Exhibit, which showcases a handmade original "ȘEZĂTOARE" from 1969, brought from the Transylvanian region of Romania, and a sizeable collection of pottery and traditional artisan handcrafted items.

The exhibit has been displayed in the lobby at the 7777 N. Caldwell Ave. professional office center, the former home of Ro-Am.Net.



WHAT IS THE TRADITIONAL MEANING OF THE “ȘEZĂTOARE”?

The “Șezătoare” is a traditional religious gathering of villagers with music, songs, jokes and rituals. It traditionally begins in late September after the seasonal agricultural work is over. Young people from villages gather in the evenings for folklore poetry, songs, and entertainment.

There are everyday and festive “Șezătoare”. During the everyday events, people create folk art objects embroidered and knitted items like towels, shirts, vests, pants, while entertaining themselves by singing songs, reciting poems or telling jokes and stories. During the festive events, rich dinners are cooked, and there is great fellowship and traditional folk music.

The ladies’ responsibility is to cook a dinner and the men’s responsibility is to provide music, beverages and sweets.

These events are mainly a tradition for younger people. Here, they not only entertain each other during long winter evenings, but also meet new people, communicate more closely and find life partners. Some villages have more houses designated as places for “Șezătoare”.

The purpose of this exhibit, beyond its true authentic value as an antique piece of Romanian traditional folk artistic craftsmanship, is to impact and steer our community’s youth to have a greater appreciation for our heritage and of the Romanian traditions, and to instill in them the desire to strengthen relationships and to have fellowship with each other for the sake of learning life lessons from the more experienced members of our community.



THE MANAGEMENT TEAM

The Romanian Heritage Center's management is comprised of two main bodies: the Executive Board of Directors, and the Leadership Council.

The day to day operations will be overseen by the Executive Director and employed administrative staff, as decided by the Board of Directors.

EXECUTIVE BOARD OF DIRECTORS

STEVEN V. BONICA

President & Executive Director

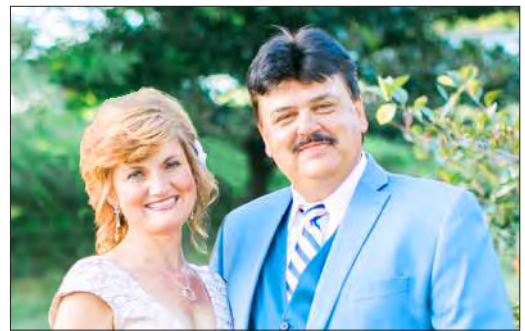


Steven & Simona Bonica

- Over 30 years of experience in business administration, management, marketing, public relations, and media
- Founder of Romanian-American Network Inc (NFP-NGO)
- Founder and Publisher of the Romanian Tribune Newspaper (now in its 22nd year)
- Member of the Board and Vicepresident of MasterMedia Foundation of Bucharest
- Founder of the "BISERICI.US" Network featuring all the Romanian Churches and Religious Organizations in United States
- Co-Founder of Coalition for Family, Faith, and Life of Romanians in America
- Romanian Community Ambassador of ADF - Alliance Defending Freedom
- Honorary Deputy Treasurer of Cook County, and community affairs advisor for Cook County Treasurer Maria Pappas

RADU RUSSELL RACEAN

Vice-President of Cultural Affairs, Treasurer



Radu & Dr. Diana Racean

- Over 30 years experience in IT and engineering (worked for large companies such as Motorola, US Robotics, and Panasonic)
- Masters of Science Degree in Computer Engineering
- Owned and managed computer sales and service company for over 5 years
- IRS Registered Tax Preparer
- Member of the Board of Directors and Treasurer of "Cenaclul RETRO", a non-profit Romanian cultural artistic organization
- Director of Cultural Affairs for Romanian-American Network Inc.
- Contributing writer and member of the Advisory Editorial Board of the Romanian Tribune Newspaper

MARCEL SOMFELEAN

Vice-President of Public Relations,
Director of Marketing



Marcel & Ramona (Voicu) Somfelean

- Over 30 years of business management and marketing
- Master Degree in Industrial Management
- Entrepreneurial Coach and Counselor
- Advisor for International Business Management Affairs
- Founder and Managing Director of MS International Consulting
- Founder and President of ROMOTANA, the Romanian and Moldovan Trucking Association of North America
- Member of U.S. Fencing Association
- Co-Founder of Romanian Business Referral Network
- Member of the Advisory Editorial Board of the Romanian Tribune Newspaper

DISCLAIMER:

The members of the Executive Board of Directors are not receiving salaries or any type of financial compensation for their role on the Executive Board of the Corporation, in accordance with federal and state governing laws applicable for not-for-profit corporations.

DENNIS STOIA

Secretary, Director of Strategic Planning
and Development



Dennis & Andreea Stoia

- Over 20 years of finance, strategy, and transaction experience
- Bachelor of Science Degree in Commerce (Finance & Accounting) with Honors from DePaul University
- Fortune 100 Corporate Development Executive and Senior Investment Leader
- Board of Directors of diversified portfolio of companies
- Certified Mergers & Acquisitions Advisor
- CFA - Chartered Financial Analyst Candidate
- CPA - Certified Public Accountant
- Mergers & Acquisitions; Planning, Strategy, and Execution; Joint Ventures, Equity Investments, Venture Capital, and Strategic Alliances; Capital Structure & Liquidity, Valuation & Investment Structuring; Cross-functional Team Leadership
- Co-Founder of Coalition for Family, Faith, and Life of Romanians in America
- Chairman of the Advisory Editorial Board of the Romanian Tribune Newspaper
- Chairman of the Leadership Advisory Board of Romanian-American Network Inc

ANGUS D. WILSON

Director of Youth Community Involvement
Events Production Director



Angus & Rebecca Wilson

- Managing Crew Chief and Supervisor at Wil-Pump Concrete
- Basic Life Principles Instructor
- Eagle Scout and Assistant Scoutmaster at Boy Scouts of America
- Ceramics and Pottery Studio Instructor
- Stage set-up team leader at HBC, Rolling Meadows, IL
- Events Production Director at Romanian-American Network Inc. specialized in stage design and set-up, lighting, sound, and video display
- Member of the Leadership Advisory Board of Romanian-American Network Inc.

**WE ARE ALWAYS LOOKING
FOR MORE LEADERS
TO JOIN OUR TEAM!
PLEASE CONTACT US
FOR DETAILS.**

LEADERSHIP COUNCIL

The LEADERSHIP COUNCIL, also known as the BOARD OF ADVISORS, is a hand selected informal council of leaders with no legal responsibilities or liabilities related to the Romanian Heritage Center’s activity as a Not-For-Profit corporation.

It is an invaluable group of individuals with some of the greatest achievements in life, business people, professionals, community and religious leaders, all of which have contributed greatly to the betterment of our community and society.

The members of the Leadership Council are able to freely offer much more information, ideas, and mentorship, than the Executive Board of Directors, because they are not held liable for their input as Advisory Board.

The advice of the Leadership Council is more strategic and focused on a higher level, while it will most likely be more specific to the actual changes happening in the organization on an operational level. Its input is a key ingredient in the success of the entire organization, **thus defining the Leadership Council as the steering leadership group of the Romanian Heritage Center.**

The members of the Leadership Council are invited to join this exclusive group of mentors for as long as they are ready to bring their consultative expertise to the Board of Directors and commit their support to the functioning and development of programs and activities of the Romanian Heritage Center.

The members of the Leadership Council are also taking on responsibilities and lead through various organizational committees, such as:

- Business Networking Committee
- Community Social Affairs Committee
- Cultural Affairs Committee
- Educational Programs Committee
- Events Planning Committee
- Financial Planning & Review Committee
- Fundraising Committee
- Marketing & Communications Committee

RELIGIOUS SUPPORT COUNCIL

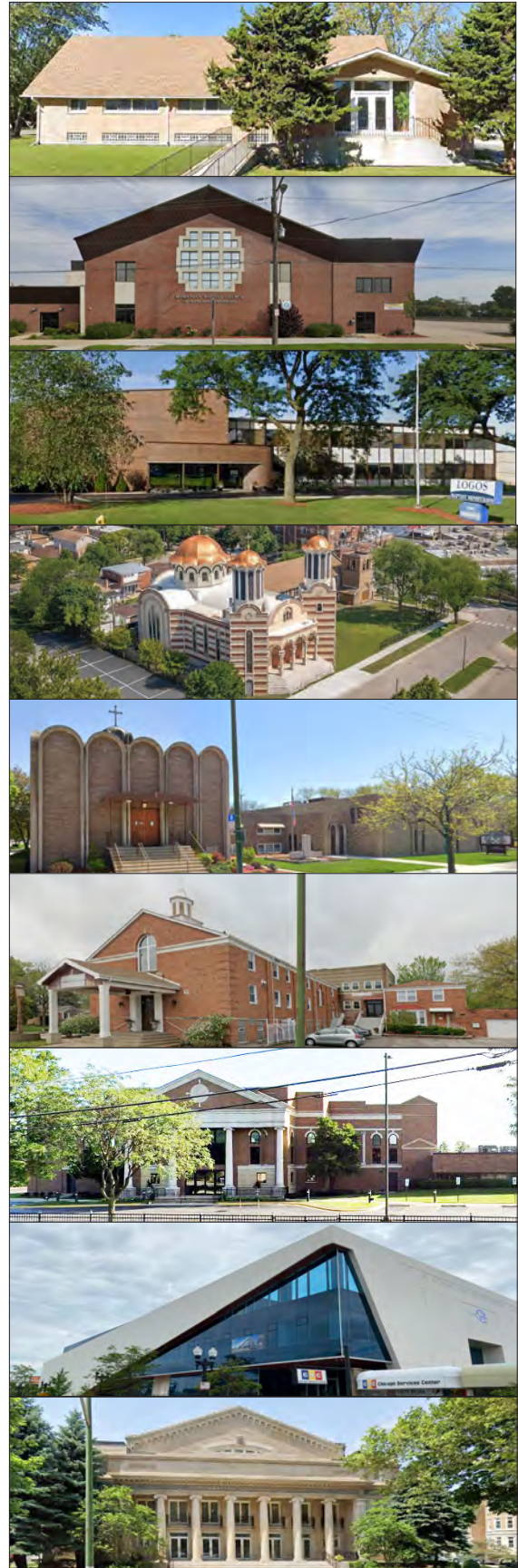
The Romanian community of Chicago area, estimated to be close to 200,000, is known for its rich religious life, having a total of 26 churches: Adventist, Baptist, Brethren, Greek-Catholic, Orthodox, and Pentecostal.

The Romanian Heritage Center is blessed to have the support and advice of leaders and hierarchs of many of these Romanian churches from various denominations, pastors, priests, and ordained deacons, as well as of other Christian organizations from the Romanian-American community who see the value in our organization's purposes and projects while recognizing the critical need for our existence as a faith-based organization transcending denominational and jurisdictional lines.

Each of the supporting churches and religious organizations are represented by at least one person in the Religious Support Council.

The members of the Religious Support Council review the activities and financial records of RoHC semiannually, thus contributing greatly to the integrity wellness and the organization's direction according to the Christian views.

We currently have pledges for support of our project from several Romanian churches for which we are grateful, and we are continuing to see new incoming pledges.



PRESS RELEASE | DES PLAINES, IL | April 7, 2022

HISTORICAL MOMENT

in the Romanian community of Chicago

ROMANIAN HERITAGE CENTER ACQUIRED ITS OWN BUILDING!



Here we are, almost two years after the launch of the project to purchase a building for the activities and continuity of the Romanian Heritage Center NFP, the founders and its Executive Management Board have completed the process of purchasing the building located at **81 N. Broadway Street**, as well as **83 N. Broadway Street**, in Des Plaines, a suburb of the Chicago metropolitan area.

Thus, this afternoon - April 7, 2022, the closing documents concluding the purchase transaction were signed in the presence of the lawyers of the two parties, at the headquarters of the ATA GMT Title Insurance company. The non-profit organization Romanian Heritage Center NFP was represented in this process by the Romanian-American real estate attorney Dragoş Boscoianu.

A SINCERE THANK YOU TO ALL WHO CHOSE TO JOIN US IN THIS PROJECT!

This was possible thanks to the friendship and generosity of 78 donors, including 3 Romanian churches in the Chicago area.

After the founders of the organization joined hands and started collecting funds, their example was followed by their families and friends who chose to be the supporters of this initiative, mostly Romanians and Moldovans settled in this area, thus the Romanian-Moldovan unity was once again proven in Chicago.

We were very impressed by the fact that this project also enjoyed the support of some very generous Romanian friends who are settled in other states, such as: Arizona, California, Florida, Michigan, and Texas.

With the help of all of them, it was possible to pay the amount of \$100,000 of the \$295,000 that represents the net purchase cost (plus expenses and related closing fees). The balance of \$195,000 of the net purchase price is a mortgage-backed loan, typical of US real estate transactions. What makes this moment even more special is the fact that 3 Romanian churches in this area contributed directly to this project with donations from their general fund, through the approval of their governing boards.

WHY HISTORICAL MOMENT?

Because, unfortunately, nowhere in the USA is there a Romanian non-profit organization, apart from churches, with a social-cultural character that owns its headquarters and carries out its activity in its own building with the full ownership rights and not as tenants .

It is a very sad thing, taking into account the presence of Romanian immigration in the USA for over 130 years, cumulatively now reaching approximately almost 2 million (first and second generation immigrants). And for this reason, a great effort was made to launch this project and weave together a program of attractive activities aimed at guaranteeing the continuity of Romanian cultural life in these lands. Now that this project has become a reality, we hope that the example of the group from Chicago will be copied and put into practice in other Romanian communities in the USA, because - YES, IT IS POSSIBLE!

WE WELCOME OTHER SIMILAR EFFORTS!

We are also happy about the initiative of the group of Romanians in Chicago around our friend Mihai Lehene, which was launched last year, to open a community center right within the city limits of Chicago.

We believe that with the large size of our community and the growing families of Romanians and Moldovans settled in this area deserve to have not only one or two centers for the preservation and promotion of our native culture and language, so there is room and need for the involvement of others!

Congratulations Mihai Lehene, to you and your group, and we can't wait to be able to open the doors of these two Romanian Centers and collaborate on projects and programs for the benefit of the Romanian community in this area, and not only.

ABOUT THE ROMANIAN HERITAGE CENTER NFP



Photo: Oct. 22, 2021

The Executive Board of the Romanian Heritage Center NFP together with H.E. Andrei Muraru – the Ambassador of Romania to the USA on his first visit to Chicago, accompanied by H.E. Ben-Oni Ardelean – Member of Romania’s Parliament and Vice-President of the Foreign Policy Commission, as well as H.E. Tiberiu Florea Trifan – Consul General of Romania in Chicago.

This organization was officially established as a legal entity with not-for-profit status in July 2020, by the group of leaders who stood with the founders of the Romanian-American Network Inc. organization. in the hard times of the worldwide pandemic and shut-down.

Thus, Steven and Simona Bonica started this organization with the support and association of Radu Russell Racean (and his wife Dr. Diana Racean), Marcel Somfelean (and his wife Ramona Voicu), Dennis Stoia (and his wife Andreea Stoia) , as well as Angus Wilson (and his wife Rebecca Christy Bonica-Wilson).

FUTURE PLANS

Some of you know that the purchase of this building is not exactly what we had in the original plan, but having to make the necessary changes and having to adapt our plans to the requirements of the municipal code for urbanization and operating permits, we listened to what was proposed to us by the authorities, and now we are happy to report the fact that the First Stage is completed! Stage 2 is coming.

We won't stop here. We hope to return in a very short time with fresh, very good news that will make you proud of the generous Romanians and Moldovans in Chicago!

Stay close and keep an eye on us, ... as they say back home. Follow our page on the social media platform on Facebook, because we will post there news and the progress of this project, and when completed we will also announce the events that will take place.

Article published in the Romanian Tribune Newspaper (Ed. 395) and online at www.Tribuna.US





the new building



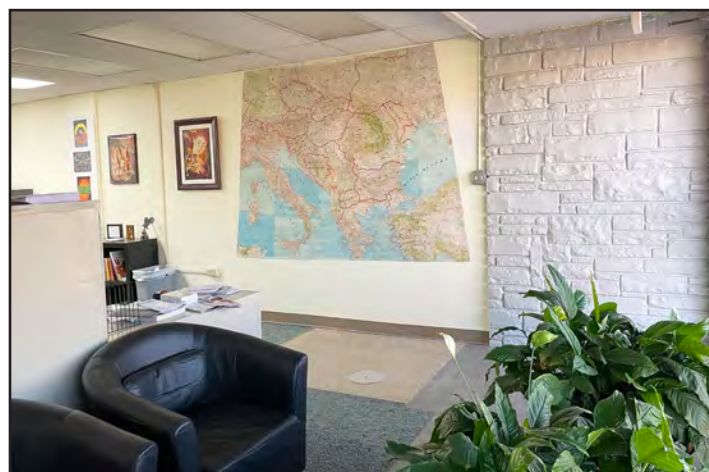
Broadway Street and the Golf Rd. round-about circular intersection have been completely rebuilt in 2019, thus all the new roads and new sidewalks are providing Broadway Street an inviting curb appeal.



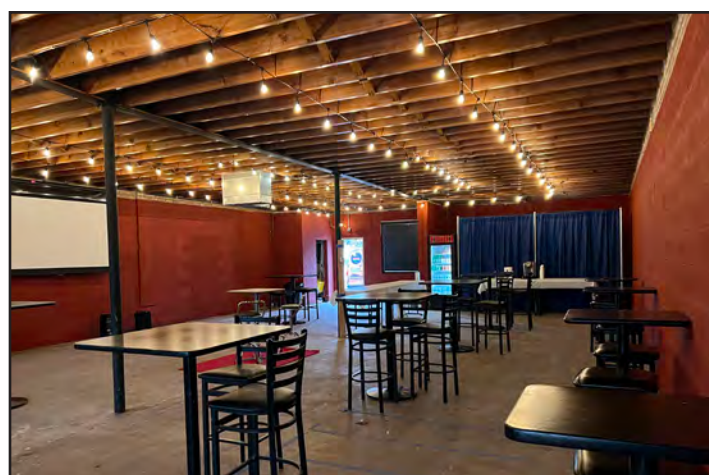


new building's interior - pictured "AS IS" at time of purchase

Here are the two areas of the building - prior to renovation work.

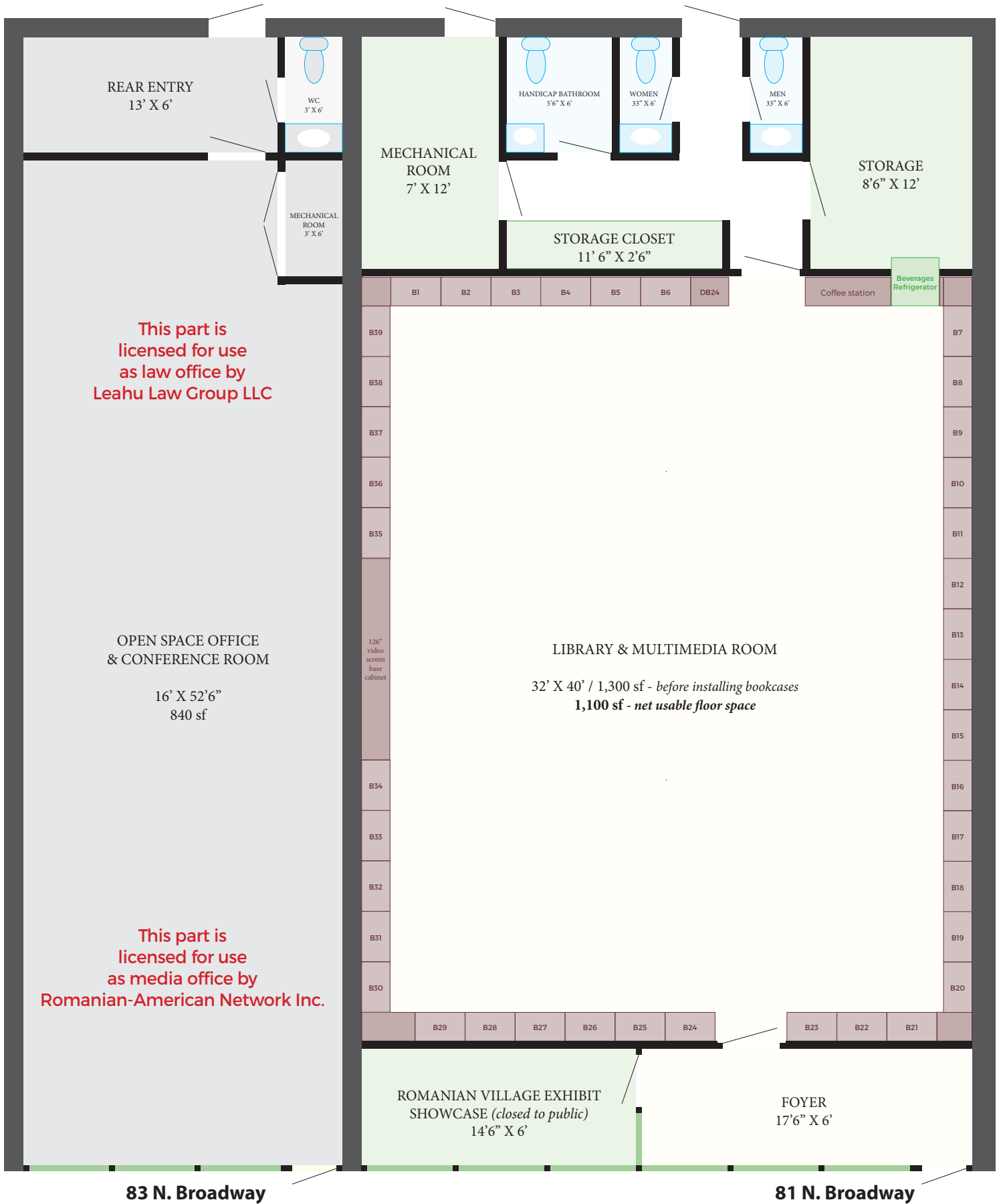


83 N. Broadway (1,000 sf) is now used as the office of the Romanian-American Network Inc. and the Romanian Tribune Newspaper.



81 N. Broadway (2,000 sf) will be completely redesigned and renovated to host the Library and Research Center within the Romanian Heritage Center. The proposed floor plan is shown on next page.

the floor plan for 81-83 N. Broadway - aiming to INSPIRE LEARNING



This part is licensed for use as law office by Leahu Law Group LLC

This part is licensed for use as media office by Romanian-American Network Inc.

attractive facilities close to public transportation

WITH A TOTAL OF 3,000 sq. ft. THE NEW FACILITIES WILL FEATURE:

- **AN ENTRY FOYER** – featuring the **LIFETIME DONORS RECOGNITION WALL**
- **ROMANIAN VILLAGE FOLK ART EXHIBIT** - a museum type showcase with interior glass walls positioned prominently in the front part of the building, visible 24/7 from the street
- **ADMINISTRATIVE OFFICES & CONFERENCE ROOM** with a separate entry and address, hosting our department for publishing and digital media.
- **LIBRARY, ARCHIVE & RESEARCH ROOM** (net floor area of approx. 1,000 sf) - with an inventory of over 15,000 books and valuable items, this room is certainly insufficient. And that is why we'll have another!
- **GUESTS WELCOMING ROOM** designed to welcome our special guests and dignitaries.
- **RADIO & TV RECORDING STUDIO** equipped for technical editing and broadcasting.
- **AMPLE PARKING!** – With as many as 100 spaces available during evenings and weekends, 16 of which are on our property! *Ample additional parking available on other private parking lots during evenings and weekends by specific consent granted by neighboring businesses including the nearby RBC Romanian Church across the street with their very large parking lot. On-street parking is available only on Broadway Street and it is strictly prohibited on residential streets in the vicinity.*

LOCATION, LOCATION, LOCATION!

METRA TRAIN STATION (CUMBERLAND) is within **3-5 minutes walking distance**, directly across the street from the RBC Romanian Church. The Metra Station adds value to our project as it enables our visitors to use public transportation from, and to downtown Chicago, as well as other western suburbs.



**Cumberland Metra Station
on Northwest Hwy.**



Photo: Aug. 27, 2022 - Honored to have H.E. Andrei Muraru – the Ambassador of Romania to the United States on his first visit to the Romanian Heritage Center’s recently purchased building, prior to any renovation work being done.



Photo: Nov. 27, 2022 - Honored to host H.E. Gheorghe Carciu – Secretary of State in the Romanian Government and Chief of the Department for Romanians Abroad, together with H.E. Tiberiu Trifan - the Consul General of Romania in Chicago.



EMBASSY OF ROMANIA
to the United States of America

1607 23rd Street NW
Washington, DC 20006

Phone: +1 (202) 986 6973
Fax: +1 (202) 232 4748
E-mail: washington@mae.ro
<http://washington.mae.ro>
[facebook.com/romanian.embassy.us](https://www.facebook.com/romanian.embassy.us)

Mr. Steven Bonica
Executive Director
Romanian Heritage Center

April 8, 2022.

Dear Mr. Bonica,

I have learnt with satisfaction about the purchase of the building which will be serving as the new headquarters of the Romanian Heritage Center, one of the most active Romanian organizations in the United States.

Please allow me to congratulate you and your team, whom I had the honor of meeting during my visit to Chicago, Illinois, as part of the "50 States, One Community" tour. I particularly appreciate that, in the fundraising efforts for the acquisition of the building, the Center has benefited from the contributions of tens of donors, including Romanian churches in the Chicago area and Romania Americans living in other states. Such actions stand proof of their generosity, as well as of the increased cohesion of the Romanian community in the United States, transcending state borders and frontiers of all sorts, including denominational ones.

The Embassy of Romania to the United States of America remains committed to supporting initiatives that promote Romanian values, culture, and the development of the community, and thus contribute to elevating the profile of the Strategic Partnership between Romania and the United States.

I avail myself of this opportunity to express my highest consideration and convey my best wishes in your activity.

Sincerely,

Andrei Muraru

Ambassador of Romania



CONSULATE GENERAL OF ROMANIA
in Chicago, United States of America

737 N. Michigan Avenue, Suite 2300
Chicago, IL 60611
Phone: +1 312 573 1436
Fax: +1 312 573 9771
E-mail: chicago@mae.ro
<http://chicago.mae.ro>
www.mae.ro

No. C38-21-264

Chicago, 18 March 2021

To: Romanian Heritage Center NFP
Board of Directors
732 W. Algonquin Rd.
Arlington Heights, Illinois 60005

It is with great pleasure that I am writing this letter to congratulate your initiative to establish a more permanent home for the Romanian Heritage Center (RHC).

Being acquainted with the members of your Board, I am confident that the project of purchasing and renovating the building in Des Plaines that will serve as the new location of RHC is going to be beneficial for the Romanian-American community in the greater Chicago area. I am also certain that, both as a real estate property and a non-profit organization, the Romanian Heritage Center will be valued by the local community will be a part of and by the local, county and state level authorities, contributing to the City of Des Plaines attractiveness as a place that enjoys the richness of a diverse ethnic texture in the Chicago area.

I would like to take advantage of this occasion to convey my regret for not being able to celebrate with you last year your other significant accomplishment: 25 years of community service through the Romanian-American Network Inc. However, I am certain that your extensive and relevant experience will be a solid foundation to build upon, and will prove to be a positive premise for the longevity and cultural energy of the Romanian Heritage Center.

It is my belief that during a considerable period of time you demonstrated a genuine dedication to serve your community and you have been reliable partners of the authorities from your adopted home, both at local and federal level. I commend you for showing time and time again a remarkable level of integrity, honesty and dependability and acting constantly in a responsible and creative manner, making it a pleasure to work with you on a variety of community projects. I am looking forward to continue to interact with you and your new organization for our mutual benefit and most important of the community that we all serve.

I would also like to congratulate all the friends and supporters that have encouraged you to start this journey. The success of the Romanian Heritage Center depends on the generosity and commitment of each donor and contributor. I encourage all to participate in this relevant and meaningful project and look forward to express my appreciation at the opening ceremony, hopefully as a part of the array of events this year celebrating our National Day.

I wish you sincerely to have the wisdom and inspired commitment to seize all the future opportunities in implementing and growing this relevant project to our common national heritage.

With kind regards,

Tiberiu Florea Trifan
Consul General





EMBASSY OF THE REPUBLIC OF MOLDOVA

2101 S Street, NW, Washington D.C. 20008
Tel.: 1- 202-667-1130, fax: 1-202-667-2624, e-mail: washington@mfa.gov.md

May 4, 2023

Dear Mr. Bonica,

I wish to thank you and congratulate you on the wonderful initiative to acquire and establish a dedicated place for the activities and continuity of the Romanian Heritage Center.

My colleagues and I truly appreciate your full dedication and valuable efforts in mobilizing and promoting the Romanian and Moldovan community in Illinois.

No doubt, this center will be beneficial and of great value to the local community of Romanian origin in the greater Chicago area, whether its representatives come from Romania or the Republic of Moldova.

With its strong commitment to preserve and promote the cultural unity, traditions, language, and common national heritage which defines our identity, RHC is a project of great importance for current and future generations to come.

Let me also express my appreciation for your kind invitation to Chicago, and I look forward to meeting you soon and celebrating together the opening of the new Romanian Heritage Center.

I look forward to our continuing cooperation and I would therefore invite you and your team to stay in close contact with the Embassy.

Yours sincerely,

Viorel Ursu
Ambassador

Mr. Steven Bonica
President & Executive Director
Romanian Heritage Center NFP



Maria Pappas
Cook County Treasurer

May 5, 2023

Steven V. Bonica
Editor-in-Chief/Publisher
Romanian Tribune Newspaper
83 N. Broadway St.
Des Plaines, IL 60016

Dear Editor Bonica:

Please know how happy I am that the Romanian Heritage Center is beginning a new life of service to the Romanian community of Chicagoland.

This acquisition is a major showing of strength of the Romanian community's faith in maintaining the Center as a place where Romanian cultural life can continue to flourish.

As one who admires the sense of heritage of the Romanian community of Chicago and its suburbs, I know that the Center will continue to enrich life for Romanians and those who admire the rich Romanian culture.

I know also that it often is better to own than to rent, and I salute all who made the 81-83 Broadway Project a success by supporting the purchase that completes the Romanian Heritage Center. This is a great and inspiring accomplishment.

Congratulations to my Romanian friends, and I look forward to a visit to the Romanian Heritage Center.

Sincerely,


Maria Pappas
Cook County Treasurer

:bb

118 North Clark Street • Room 212 • Chicago, Illinois 60602 • Telephone (312) 603-6202 • FAX (312) 603-2113



HOW CAN YOU HELP

Continuing to build on the foundation of trust gained by our team of founders through the 27 years of dedicated community service **WE ARE INVITING YOU - ALL OUR FRIENDS AND SUPPORTERS - TO JOIN US** in this historical project of renovating and opening the first ever independent home for a not-for-profit Romanian cultural center in the Chicago area. Ownership of a building is certainly one of the main key factors in having a legacy for the next generations while it will also ensure the continuity of our efforts to keep a very unique library and a valuable archive and research center.



YOU MAY DONATE NOW ONLINE with Safe & Secure Gateway.

PLEASE GO TO > www.RomanianHeritage.US

When you donate online, your transaction is guaranteed to be safe and secure.

We never get your credit card info. We only receive a confirmation from the credit card processing center which informs us of your donation, so that we may issue you a receipt and a Certificate of Donation.



YOU CAN ALSO SEND YOUR CHECK BY MAIL TO:

Romanian Heritage Center NFP
81 N. Broadway Street
Des Plaines, IL 60016

For donations larger than \$ 1,000 we kindly ask you to contact us first.

PLEASE CALL US AT: (708) 243-2727

and we will attempt to have a private meeting.

FOR INTERNSHIPS AND VOLUNTEERING OPPORTUNITIES

please email your resume to: RoHC2020@gmail.com



Ro-Am.Net
Library
(2015-2020)



LIFETIME Donor Recognition Wall

Our architectural and interior design team will be assigned the task of designing the most attractive and most compelling Donor Recognition Wall as a tribute to the generosity of all who have or will contribute to the purchase and remodeling of the Romanian Heritage Center.

This is a lifetime part of the center, regardless of its location. If in the future the Romanian Heritage Center will require a larger space and it will need to relocate, this recognition wall will also be moved and re-installed at whatever location will be chosen in the future, for the LIFETIME OF THE ORGANIZATION.



Here are two samples of such donor recognition walls of other institutions.



LEVELS OF SPONSORSHIP

- **Diamond** \$ 20,000+
- **Platinum** \$ 10,000+
- **Gold** \$ 5,000+
- **Silver** \$ 2,500+.
- **Bronze** \$ 1,000+
- **Benefactor** \$ 500+
- **Friend** \$ 100+

Details of the valuable benefits and recognition conferred to our donors will be made available in private for those interested in sponsoring this historical project and joining us in this endeavor. All sponsors at Gold Level or higher are recognized as Ambassadors of the Romanian Heritage Center NFP.

Thank You!



Your support is sincerely appreciated!

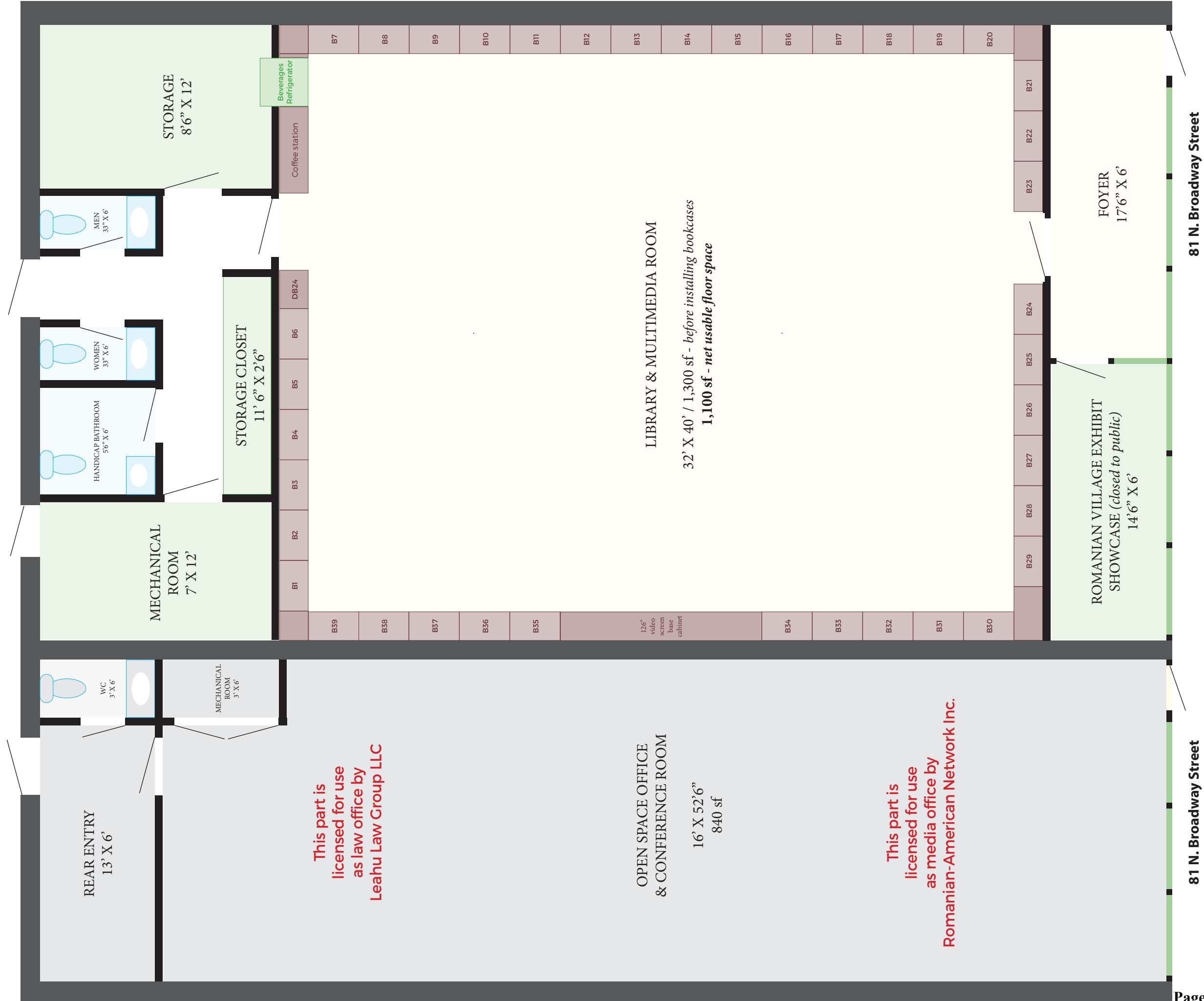
We look forward to welcoming you soon
at the new Romanian Heritage Center!

PROPOSED PARKING PLAN

81 & 83 N. Broadway Street



ROMANIAN HERITAGE CENTER NFP proposed redesigned floor plan and use



ROMANIAN HERITAGE CENTER NFP

OF GREATER CHICAGO METROPOLITAN AREA

www.RomanianHeritage.US

PROPOSED ACTIVITIES & PROGRAMS

The Romanian Heritage Center NFP plans to organize and host activities and programs aimed to implement its stated purposes, with the assistance of limited paid staff, volunteers, and at times in partnership with other churches and organizations from our community. Here are some of the activities and programs on our proposed agenda that we plan to offer in our community, contingent upon the required budget and availability of funds:

1. PRIVATE ROMANIAN LIBRARY & HERITAGE RESEARCH CENTER

1.1 ROMANIAN LIBRARY & RESEARCH CENTER OPEN TO MEMBERS ONLY

The Romanian Library & Research Center will be open to members 5 days a week (Monday thru Friday), for 3 hours each day, except on Legal & Observed Holidays (both Romanian & U.S.).

Group size: max. 12 participants at one time.

Staff required: 2-3

1.2 ROMANIAN LIBRARY & RESEARCH CENTER INTERNSHIP

While the center will be closed to public 5 days a week (Monday thru Friday), for 4 hours each day, the Librarian & Archivist will supervise and coordinate students who wish to attain knowledge and experience in working in a library environment.

Group size: max. 3 participants at one time.

Staff required: 2-3

1.3 WRITING A RESEARCH PAPER

Private research and tutoring will be made available to members as well as to recipients of Grants awarded by the Board of Directors, and will be conducted as scheduled by the assigned research coordinator while the Library & Research Center will be open to public 5 days a week (Monday thru Friday), for 3 hours each day, except on Legal & Observed Holidays (Romanian & U.S.).

Group size: max. 2 participants at one time.

Staff required: 2-3

2. ROMANIAN LANGUAGE & HERITAGE CLASSES

2.1 ROMANIAN LANGUAGE

Group A: for children 8-11 years old

To be held twice a month on Tuesdays (1st & 3rd of each month), 4 - 5 PM.

Class size: from 8 to max. 12 students.

Staff required: 2-3

2.2 ROMANIAN LANGUAGE

Group B: for children 11-14 years old

To be held twice a month on Tuesdays (2nd & 4th of each month), 4 - 5 PM.

Class size: from 8 to max. 12 students.

Staff required: 2-3

2.3 ROMANIAN READING CLUB

Group A: for children 8-11 years old

To be held twice a month on Thursdays (1st & 3rd of each month), 4 - 5 PM.

Class size: from 8 to max. 12 students.

Staff required: 2-3

2.4 ROMANIAN READING CLUB

Group B: for children 11-14 years old

To be held twice a month on Thursdays (2nd & 4th of each month), 4 - 5 PM.

Class size: from 8 to max. 12 students.

Staff required: 2-3

2.5 ROMANIAN HERITAGE

Group A: for children 8-11 years old

Introduction to Romanian history, traditions, and national holidays in a creative manner of teaching custom tailored for children of ages 8-11 years old.

To be held twice a month on Saturdays (1st & 3rd of each month), 9 AM - 12 PM.

Class size: from 8 to max. 12 students.

Staff required: 2-3

2.6 ROMANIAN HERITAGE

Group B: for children 11-14 years old

Introduction to Romanian history, traditions, and national holidays in a creative manner of teaching custom tailored for children of ages 11-14 years old. To be held twice a month on Saturdays (2nd & 4th of each month), 9 AM - 12 PM.

Class size: from 8 to max. 12 students.

Staff required: 2-3

3. HISTORY & HERITAGE OF THE ROMANIAN PEOPLE

3.1 WHO ARE THE ROMANIANS? PERSPECTIVES ON NATIONAL IDENTITY

The Romanian Heritage Center NFP, in collaboration with the Babes-Bolyai University of Cluj Napoca will host and present distinguished Prof. Dr. Vasile Boari's research and published books, broken into areas of study by a historical timeline.

These studies are offered once a quarter with registration being opened 30 days prior to class.

Group size: from 10 to max. 20 participants.

Staff required: 2

3.2 HISTORY OF PRE-MODERN ROMANIA HISTORY OF ROMANIA AND OF THE REPUBLIC OF MOLDOVA

The Romanian Heritage Center NFP, in collaboration with the Babes-Bolyai University of Cluj Napoca will host and present distinguished Prof. Dr. Acad. Ioan-Aurel Pop's research and published books, broken into areas of study by a historical timeline.

Prof. Dr. Acad. Ioan-Aurel Pop is a Romanian historian and university professor, Director of the Center for Transylvanian Studies of the Romanian Academy, and President of the Romanian Academy. His work is focused on researching the medieval history of Romanians and of Central and South-East Europe, including Romanian medieval institutions, Romanian-Slavic political formations in Transylvania, the relations of Romanians from Transylvania with the extra-Carpathian Romanian space, the Byzantine influence on Romanians, the relations of Transylvania with Central and Western Europe, and the ethnic and confessional structure of Transylvania, Bukovina, and Moldova.

Prof. Dr. Acad. Ioan-Aurel Pop is the author of over seventy (70) books, treaties and textbooks, and over five hundred (500) studies and articles, published in prestigious publishers and periodicals in over 20 countries in Europe, America and Asia.

These studies are offered once a quarter with registration being opened 30 days prior to class.

Group size: from 10 to max. 20 participants.

Staff required: 2

3.3 HISTORY OF ROMANIA POST WWII - THE SOVIET ERA

Distinguished Prof. Dr. Mihail Neamțu is invited to host a series of seminars on the topic of "Freedom and Terror in the Communist Gulag - A Case Study: Romania Under the Communist Dictatorship".

As an academic, Mihai Neamțu has authored over a hundred critical essays, articles and book review on politics, philosophy, theology, and culture. Most of his books defend the cultural contributions of Christianity and the political values of classical liberalism. Some of his more scholarly essays have been published by Oxford University Press, Ashgate, and Brepols.

These studies are offered twice a year with registration being opened 30 days prior to class.

Group size: from 10 to max. 20 participants.

Staff required: 2

3.4 HISTORY OF ROMANIA POST 1989 - THE ASCENSION TO NATO AND THE EUROPEAN UNION

The Romanian Heritage Center NFP, in collaboration with the HISTORIA media organization will be presenting a series of articles and documentaries relevant to the history of Romania following the anti-communist revolution of December 1989, and Romania's integration in NATO and the European Union.

These seminars are being moderated by Romanian-American history professors with participation of members of the academia and journalists from Romania. These studies are offered twice a year with registration being opened 30 days prior to class.

Group size: from 10 to max. 20 participants.

Staff required: 2

3.5 HISTORY OF REPUBLIC OF MOLDOVA

The Romanian Heritage Center NFP, will offer a series of studies on the history of Republic of Moldova in collaboration with distinguished Prof. Valeriu Ghilețchi, President of the Academy for Integrity in Leadership of Chisinau, Republic of Moldova, former Vice-President of the Parliament of Republic of Moldova.

Starting with the founding of Moldova in the 13th century, noted by some Moldavian chronicles from the XV-XVI centuries, Moldova was an absolute monarchy, until the Phanariot rulers.

In 1859 the Principality of Moldavia was united with Wallachia in a single state, later called Romania.

Bessarabia joined Romania in 1918, but was ceded to the Soviet Union in 1940, to form, together with Moldovan Soviet Socialist Autonomous Republic, the Moldovan Soviet Socialist Republic. This republic declared its independence on August 27, 1991 under the name of the Republic of Moldova.

These studies are offered twice a year with registration being opened 30 days prior to class.

Group size: from 10 to max. 20 participants.

Staff required: 2

3.6 ROMANIANS OUTSIDE ROMANIA

The Romanian Heritage Center NFP, will offer a series of studies on the history of Republic of Moldova in collaboration with the Romanian Ministry of Foreign Affairs, Romanian Cultural Institute of the Romanian Government in New York, as well as with the Department for Romanians Abroad of the Romanian Government, with participation of distinguished members of academia, governmental agencies specialized in relationships with Romanians abroad.

These studies are offered twice a year with registration being opened 30 days prior to class.

Group size: from 10 to max. 20 participants.

Staff required: 2

4. ENGLISH CLASSES

4.1 ENGLISH PROFICIENCY

12-week course for high school students - ACT prep.

To be held weekly on Mondays, 4 - 5 PM.

Class size: from 8 to max. 12 students.

Staff required: 2

4.2 ADVANCED ENGLISH WRITING

12-week course for high school students

To be held weekly on Fridays, 4 - 5 PM.

Class size: from 8 to max. 12 students.

Staff required: 2

4.3 ESL ENGLISH

12-week course for adults

To be held weekly on Wednesdays, 4 - 5 PM.

Class size: from 8 to max. 12 students.

Staff required: 2

4.4 ADVANCED ESL ENGLISH

6-week course for adults

Learn advanced grammar, verbal and written communication skills. To be held as schedule of facilities and instructors allow.

Class size: from 8 to max. 12 students.

Staff required: 2

4.5 ENGLISH FOR JOB SEEKERS

6-week course for adults

Learn about the art of a well done resume and interviewing skills required.

To be held weekly on Wednesdays, 4 - 5 PM.

Class size: from 8 to max. 12 students.

Staff required: 2

5. MATH CLUBS FOR JR. HIGH & HIGH SCHOOL

5.1 MATH CLUB - 8th GRADE

6-week course for 8th grade students

To be held weekly on Mondays, 5 - 6 PM.

Class size: from 6 to max. 12 students.

Staff required: 2

5.2 MATH CLUB - 9th GRADE

6-week course for 9th grade students

To be held weekly on Tuesdays, 5 - 6 PM.

Class size: from 6 to max. 12 students.

Staff required: 2

5.3 MATH CLUB - 10th GRADE

6-week course for 10th grade students

To be held weekly on Wednesdays, 5 - 6 PM.

Class size: from 8 to max. 16 students.

Staff required: 2

5.4 MATH CLUB - 11th GRADE

6-week course for 11th grade students

To be held weekly on Thursdays, 5 - 6 PM.

Class size: from 6 to max. 12 students.

Staff required: 2

5.5 MATH CLUB - 12th GRADE

6-week course for 12th grade students

To be held weekly on Fridays, 5 - 6 PM.

Class size: from 6 to max. 12 students.

Staff required: 2

5.6 MATH ADVANCED PREP - ACT 11th

6-week course for 11th grade students

To be held as schedule of facilities and instructors allow.

Class size: from 6 to max. 12 students.

Staff required: 2

5.7 MATH ADVANCED PREP - ACT 12th

6-week course for 12th grade students

To be held as schedule of facilities and instructors allow.

Class size: from 6 to max. 12 students.

Staff required: 2

6. ARTS & CRAFTS WORKSHOPS

6.1 STUDIO ART - PAINTING & DRAWING

Group A: for children 8-11 years old

A step-by-step versatile learning experience designed to identify and encourage the desire and appreciation for art, by immersing the students in drawing, painting, and even digital imaging.

During this workshop students are taught about the significance of art in preserving and passing on lessons and teaching of faith and religion. They are also taught about the byzantine art still found today in the Romanian Orthodox and Greek-Catholic Churches. To be held on demand at available times within the schedule of facilities' use.

Class size: from 6 to max. 10 students.

Staff required: 2

6.2 STUDIO ART - PAINTING & DRAWING

Group B: for children 11-14 years old

A step-by-step versatile learning experience designed to identify and encourage a greater desire and a more advanced appreciation for art, by immersing the students in drawing, painting, and even digital imaging.

During this workshop students are taught about the significance of art in preserving and passing on lessons and teaching of faith and religion. Students are also taught about the byzantine art still found today in the Romanian Orthodox and Greek-Catholic Churches. To be held on demand at available times within the schedule of facilities' use.

Class size: from 6 to max. 10 students.

Staff required: 2

6.3 HAND STITCHING & EMBROIDERY

Widely known throughout Romania as a tradition passed on from generation to generation, the hand embroidery was not only a hobby or an occupation but also a way to express feelings of joy, sorrow, and hope, as well as various stages in life, through styles and colors, some more vibrant than others. Either on "etamină" or on the most sought after "ie", embroidery was also used on celebratory shirts and clothing to express the prayers and praises of women in their spiritual quest to get closer to God.

In this class students will learn the basics of hand embroidery. Students will complete beautiful samplers that will teach different stitches and patterns.

To be held on demand at available times within the schedule of facilities' use.

Class size: from 6 to max. 10 students.

Staff required: 2

6.4 "MĂRȚIȘOR" & WOMEN'S DAY CRAFTS

Group A: for children 8-11 years old

Group B: for children 11-14 years old

Learn about the traditional Romanian Mărțișor, a hand-made small ornament (also known by many as a type of trinket) which is worn by women on their collar, symbolizing the coming of spring and the nature coming back to life. Students learn the value of respect attributed to women and mothers in particular, while they are making small gifts and greeting cards for them. During the class students are taught about women of the Bible that had a significant role in their lifetime.

This is a once a year workshop that takes place in the second part of February.

Class size: from 6 to max. 10 students.

Staff required: 2

6.5 CHRISTMAS DECORATIONS & CRAFTS

Group A: for children 8-11 years old

Group B: for children 11-14 years old

Children will learn the meaning of St. Nicholas holiday and Christmas while comprehending the joy of giving and creating gifts and hand made ornaments and decorations for their family Christmas tree. Unique old-fashioned traditional Romanian easy-to-make designs will be shown and created based on the age group of the children, some more advanced than others.

This is a once a year creative workshop that takes place only in the second part of November through the first week of December.

Class size: from 6 to max. 10 students.

Staff required: 2

6.6 ROMANIAN TRADITIONAL CERAMICS & POTTERY - Beginners

For children 11-14 years old

Theory of Romanian traditional ceramic artisan works and study of various styles and regions, coupled with hands-on practical application of basic pottery. This class provides the students with a unique opportunity to work with clay and make various dishes on the potter's wheel, then decorating them and prepare them for the ceramist instructor to treat them in the kiln on premises. Instructor will also emphasize the meaning of the Bible text found in Isaiah 64:8 *"But now, O Lord, You are our Father; We are the clay, and You our potter; And all we are the work of Your hand."*

To be held on demand at available times within the schedule of facilities' use, mostly during spring or summer vacations.

Class size: from 6 to max. 10 students.

Staff required: 2

6.7 ADVANCED CERAMICS & POTTERY

For children 11-14 years old

Participation in this class requires completion of Beginners level class first.

Ceramic artisan works and study of various styles and ethnic regions, coupled with hands-on practical application of advanced pottery. This class will also provide the students with the unique opportunity to work with clay and make various attractive dishes on the potter's wheel, then decorating them and prepare them for the ceramist instructor to treat them in the kiln on premises. Instructor will emphasize on decorating the ceramics, the vibrance of colors, and the function of the kiln which leaves its mark on both clay bodies and glazes. The kiln modifies color and visual texture. Clay body color is deepened, sometimes moving to rich oranges and reds and sometimes to gray colors, depending on the intensity of the fire and the oxygen allowed in the kiln. Sometimes, a strong visual texture is created by dark spots that occur in a random but pleasing manner over the surface of the piece.

To be held on demand at available times within the schedule of facilities' use, mostly during spring or summer vacations.

Class size: from 6 to max. 10 students.

Staff required: 2

7. FAITH & LIFE - FELLOWSHIP & RELIGIOUS STUDIES

7.1 VACATION BIBLE SCHOOL - VBS

A non-denominational introductory approach to stories of the Bible of people of God that were chosen and prepared to show their faith and lead God's nation of Israel throughout history. These customized studies are designed in partnership with the Romanian churches in the area and their Sunday School teachers. To be held during summer vacations, twice a year, for 5 consecutive days each time.

Group size: from 12 to max. 20 participants.

Staff required: 4

7.2 YOUTH WITH A PURPOSE

A non-denominational approach to basic faith & life principles, through series of weekly Bible studies and fellowship for high school and college students, administered by *Selfless Faith* group of Chicago area. To be held weekly on Thursdays, 7 - 9 PM.

Group size: from 12 to max. 20 participants.

Staff required: 2

7.3 WOMEN OF STRENGTH

A non-denominational approach to basic faith & life principles, through series of weekly Bible studies and fellowship for Christian women, administered by *Selfless Faith* group of Chicago area.

To be held weekly on Tuesdays, 7 - 9 PM.

Group size: from 12 to max. 20 participants.

Staff required: 2

7.4 MAN IN THE MIRROR

A non-denominational approach to basic faith & life principles, through series of weekly Bible studies and fellowship (aka: *Christian Men in His Service*), administered by the *Romanian Christian Television Network of Chicago* in partnership with the Romanian churches in the area.

To be held weekly on Fridays, 7 - 9 PM.

Group size: from 12 to max. 20 participants.

Staff required: 2

7.5 ROMANIAN CHRISTIAN TELEVISION DOCUMENTARY MOVIE NIGHTS

The Romanian Heritage Center NFP has a resourceful video library with hundreds of historical movies and documentaries obtained through partnerships over the years with numerous media production organizations. To be held every other Monday, 7 - 9 PM.

Group size: from 12 to max. 20 participants.

Staff required: 2-3

7.6 "THE PAIN MEMORIAL" - TV SERIES ("MEMORIALUL DURERII" by TVR)

The Romanian Heritage Center NFP has obtained the rights to present to our live audience all the documentaries named "Memorialul Durerii", that were produced for television by distinguished Lucia Hossu Longin and the Romanian National Television.

To be held every other Monday, 7 - 9 PM.

Group size: from 12 to max. 20 participants.

Staff required: 2-3

7.7 ALFA OMEGA FOR CHILDREN

The Romanian Heritage Center NFP will present animated Bible stories and short videos for children produced and copyrighted by Alfa Omega TV of Timisoara, Romania.

To be held on demand at available times within the schedule of facilities' use, mostly during spring or summer vacations.

Group size: from 12 to max. 20 participants.

Staff required: 2-3

8. HOSTING MEETINGS OF OTHER PROFESSIONAL ASSOCIATIONS

The Romanian Heritage Center NFP plans to make available its facilities and resources for hosting events for other Romanian organizations such as:

- Association of Romanian-American Academia,
- Association of Romanian-American Architects and Engineers
- Association of Romanian-American Medical Professionals
- Open Forum of Romanian Sunday School Teachers
- Romanian-American Business Network
- Romanian Bar Association
- Romanian Professional Referral Network
- and other similar professional or trade associations.

Each organization may hold a semi-annual meeting, thus totaling 6 events in one year, on 2nd Saturdays of any month from 6 PM to 9 PM.

Group size: from 20 to max. 60 participants.

Staff required: 4-6

9. HOSTING AND ORGANIZING SPORTING EVENTS FOR CLUBS

The Romanian Heritage Center NFP plans to make available its facilities and resources for hosting and organizing sporting events for other Romanian clubs or organizations such as:

- Chess Club
- Rummikub Club
- Backgammon Club
- Table Tennis Club
- Romanian-American Philatelic Society
- Romanian-American Coin Collectors Club

10. SENIOR CITIZENS & VETERANS APPRECIATION EVENTS

The Romanian Heritage Center NFP plans to partner with like-minded individuals, organizations, churches, and businesses who aim to create and provide an ambiance of appreciation and celebration of life to our community's senior citizens and veterans.

We aim to organize and host such social Christian fellowship events once a month, on Wednesday evenings.

Almost all attendees are brought in by church vans belonging to Romanian churches in the community.

Group size: 30 to max. 60 participants.

Staff required: 4-6

11. ROMANIAN ARTISTIC AND MUSICAL TALENT SEEKING SHOW

Quarterly events featuring Romanian music and poetry interpreted by young talents, with occasional

appearances of special guests. Panel of Judges includes renown Romanian-American artist Laura Bretan, who was the winner of the 2016 edition of the ProTV Show "Romanians Have Talent" and placed sixth in the season eleven of "America's Got Talent". This contest is being organized in collaboration with the Logos School of Music in Niles, IL and Cenaclul Retro NFP, a cultural organization in the Romanian community of Chicago, in a media partnership with the Romanian Tribune Media Group.

To be held once in three months (Feb., May, Aug., and Nov.) on 1st Saturdays of the months in the evening.

Group size: from 20 to max. 60 participants.

Staff required: 4-6

12. MUSICAL LITERARY EVENINGS WITH CENAACLUL RETRO & FRIENDS

Quarterly concerts featuring traditional and contemporary Romanian folk music and poetry interpreted by local artists, with occasional appearances of special guests. Organized and administered by the Cenaclul Retro NFP, a cultural organization in the Romanian community of Chicago.

To be held quarterly, these events will be labeled as once per season, (held in the first month of each season March, June, Sept., and Dec.).

Group size: from 40 to max. 80 participants.

Staff required: 4-6

13. NATIONAL DAY OF ROMANIA ANNUAL GALA CELEBRATION

This VIP event takes place on or around the National Day of Romania, December 1st, and is organized in partnership with the Consulate General of Romania in Chicago, as well as the Romanian Churches other Romanian organizations from Greater Chicago Area.

Group size: from 80 to max. capacity allowed for participants per municipality's code.

Staff required: 10-11

14. CHRISTMAS CAROLS ANNUAL VIP GALA & CONCERT

This special event takes place around the Christmas Holiday and is organized in partnership with the Romanian Churches of Chicago, the Romanian Christian Television Network, and other Romanian cultural organizations. Special guests from across United States will be invited as well as some from Romania.

Group size: from 80 to max. capacity allowed for participants per municipality's code.

Staff required: 10-12

**15. UNION DAY OF ROMANIA - JANUARY 24
CELEBRATING THE LITTLE UNION**

The Day of the Unification of the Romanian Principalities or, unofficially, the Little Union Day of

January 24th 1859 is being commemorated as the birth date of modern Romania, through the union of Wallachia and Moldova. It is being celebrated as the Union Day or also the Day of Unity of Romanians.

This commemorations is organized in partnership with the Consulate General of Romania in Chicago, as well as the Romanian Churches other Romanian organizations from Greater Chicago Area.

Group size: from 80 to max. capacity allowed for participants per municipality’s code.

Staff required: 10-11

16. SEMI-ANNUAL GALA DINNERS

FUNDRAISING FOR THE ROMANIAN LIBRARY & RESEARCH CENTER

Organizing and hosting fundraising gala dinners for the Romanian Heritage Center NFP, with participation of Special Guests and Speakers, some that might be representing the Romanian and/or the Moldovan Government, as well as representatives of the local American governments.

Group size: from 80 to max. capacity allowed for participants per municipality’s code.

Staff required: 10-12

17. FUNDRAISING EVENTS FOR OTHER LIKE-MINDED ORGANIZATIONS

As need arises, based on availability of the facilities, we would like to assist other organizations and host their special events in the Library & Research Room. For example, we would like to host annual fundraising dinners for: Romanian Christian Television Network of Chicago, Credo Television International and the Little Samaritan Radio Network of Chisinau, Republic of Moldova. Food and beverages will be donated in rotation by partnering local Romanian churches. All proceeds raised will go entirely to these respective organizations.

Group size: from 80 to max. capacity allowed for participants per municipality’s code.

Staff required: 10-12

18. ONE DAY SEMINARS, CONFERENCES AND VIP MEET-AND-GREET EVENTS

As opportunities will present themselves and our community will be visited by distinguished authors, speakers, dignitaries, historians, theologians, and members of academia, the Romanian Heritage Center NFP will do its best to accomodate such opportunities to organize and host one day seminars, conferences, and VIP meet-and-greet events on short notice, based on availability of the facilities and resources, to further advance the mission and purposes of our organization in the community.

Priority will be given to these events over the regular scheduled classes and clubs in as much as possible, however, without jeopardizing the continuity of these classes.

IMPORTANT NOTE:

The activities and programs described above are going to be offered based on the needs identified in our community and surrounding neighborhood, considering our limited budget and the availability of our volunteers. Should the needs change, we will re-evaluate the possibilities and will create other activities so long as we will be able to safely host and organize them.

While our goal is to be an organization and facility that makes itself available to best serve our community, we are mindful of the limitations and regulations safeguarding our neighborhood and the residents of City of Des Plaines.

As such, we will always consider the advice and recommendations presented to us by the pertinent officials and authorities to ensure the most positive impact in our surrounding community and a harmonious relationship with all.

ROMANIAN HERITAGE CENTER NFP

81 N. Broadway Street, Des Plaines, IL 60016

www.RomanianHeritage.US

PROPOSED SCHEDULE OF ACTIVITIES - SUMMARY

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
9:00 - 9:50 AM	Library & Research Room Open to Members Only with appointments (max. capacity allowed 12)	CLOSED TO PUBLIC Complete tasks related to the archive, inventory, promotion of the library, and administrative duties	Library & Research Room Open to Members Only with appointments (max. capacity allowed 12)	CLOSED TO PUBLIC Complete tasks related to the archive, inventory, promotion of the library, and administrative duties	Library & Research Room Open to Members Only with appointments (max. capacity allowed 12)	ROMANIAN HERITAGE CLASSES (GROUP A: ages 8-11 only in 1st & 3rd week) (GROUP B: ages 11-14 only in 2nd & 4th week)	CLOSED
10:00 - 10:50 AM							
11:00 - 11:50 AM							
12:00 - 12:50 PM	CLOSED TO PUBLIC Complete tasks related to the archive, inventory, promotion of the library, and administrative duties	Library & Research Room Open to Members Only with appointments (max. capacity allowed 12)	CLOSED TO PUBLIC Complete tasks related to the archive, inventory, promotion of the library, and administrative duties	Library & Research Room Open to Members Only with appointments (max. capacity allowed 12)	CLOSED TO PUBLIC Complete tasks related to the archive, inventory, promotion of the library, and administrative duties	CLOSED	AVAILABLE FOR SPECIAL EVENTS
1:00 - 1:50 PM							
2:00 - 2:50 PM							
3:00 - 3:50 PM	ENGLISH PROFICIENCY CLASS 12 weeks modules for high school students	ROMANIAN LANGUAGE (GROUP A: ages 8-11 only in 1st & 3rd week) (GROUP B: ages 11-14 only in 2nd & 4th week)	ESL ENGLISH CLASS 12 weeks modules for adults	ROMANIAN READING CLUB (GROUP A: ages 8-11 only in 1st & 3rd week) (GROUP B: ages 11-14 only in 2nd & 4th week)	ADVANCED ENGLISH WRITING CLASS 12 weeks modules for high school students	CLOSED	AVAILABLE FOR SPECIAL EVENTS
4:00 - 4:50 PM							
5:00 - 5:50 PM							
6:00 - 6:50 PM	ROMANIAN CHRISTIAN TELEVISION DOCUMENTARY MOVIE NIGHTS	WOMEN FELLOWSHIP inter-denominational Basic Life Principles	AVAILABLE FOR USE TO COMMUNITY CLUBS & ORGANIZATIONS	YOUTH FELLOWSHIP inter-denominational Basic Life Principles (college students)	MAN IN THE MIRROR inter-denominational Basic Life Principles	AVAILABLE FOR SPECIAL EVENTS	CLOSED
7:00 - 7:50 PM							
8:00 - 8:50 PM							

EXHIBIT E

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Des Plaines, Illinois ("**City**");

WHEREAS, Romanian Heritage Center NFP ("**Petitioner**") is the owner of the property known as 81 N. Broadway Street, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, Ordinance No. Z-19-23 adopted by the City Council of the City of Des Plaines on _____, 2023 ("**Ordinance**"), grants approval of a conditional use permit to allow the operation of a commercially zoned assembly use on the Subject Property, subject to certain conditions; and

WHEREAS, Petitioner desires to evidence its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and their consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

NOW, THEREFORE, the Petitioner does hereby agree and covenant as follows:

1. The Petitioner hereby unconditionally agrees to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-19-23, adopted by the City Council on _____, 2023.
2. The Petitioner acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner against damage or injury of any kind and at any time.
3. The Petitioner acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.
4. The Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures

followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.

ROMANIAN HERITAGE CENTER NFP

By: _____

Print Name and Title: _____

ATTEST:

Print Name and Title: _____


**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

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

MEMORANDUM

Date: July 27, 2023

To: Michael G. Bartholomew, City Manager

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

Subject: Zoning Text Amendment to Allow Private Schools on the 700 Block of Lee Street in the C-5 District with a Conditional Use Permit

Issue: The petitioner is requesting zoning text amendments to allow the “School – Private, Elementary and High” use in the 700 block of Lee Street in the C-5 Central Business District, with a conditional use permit, where currently such conditional use permits for private schools are allowed only in the 800 block. The text amendment request was filed by the owner of 733 Lee Street (Islamic City Center of Des Plaines Academy) concurrently with petitions for conditional uses and variation. Ordinances that would approve conditional use and variation requests are not part of this item and are prepared for separate consideration.

PIN: Citywide

Petitioner: ICCD Academy NFP, 733 Lee Street, Des Plaines, IL, 60016 (Authorized agent/representative: Mark Daniel, Daniel Law Office, 17W733 Butterfield Road, Unit F, Oakbrook Terrace, IL 60181)

Owner: Trustee of Trust No. 16505, Parkway Bank and Trust Co., 4800 N. Harlem Avenue, Harwood Heights, IL 60706 (Beneficiary: ICCD Academy, NFP)

Case Number: #23-038-TA-CU-V

Street Classifications: Lee Street is an arterial roadway (IDOT jurisdiction).

Comprehensive Plan The Comprehensive Plan illustrates the 700 block of Lee Street as Higher Density Urban Mix with Residential.

Background: The petitioner approached staff in 2022 about opening ICCDA at 733 Lee Street. The current Zoning Ordinance does not allow private schools in the 700 block of Lee (restriction was put in place in 2018). However, staff reviewed with the General Counsel and determined that the approving conditional use ordinance was written to run with the property and could be transferred to the same use – a private school – even though the new owner/operator was different than the original petitioner. Further, Section 12-3-4.H.3 states, “...a conditional use shall be deemed to relate to, and be for the benefit of, the use and lot in

question, rather than the owner or operator of such use or lot.” Therefore, the petitioner has been utilizing the conditional use for their operations and building since September 2022, bound to the restrictions of being a legal nonconforming use (Section 12-5-5) and adherence to all conditions and limitations of the 2010 approval.

The City and the petitioner entered into an agreement, dated August 30, 2022, which reinforced that all conditions and parameters of the approving ordinance would apply to ICCDA. These parameters included (i) using only portions of the floor plan illustrated in the approving ordinance for school purposes; (ii) limiting enrollment to no more than 60 students, as this was represented by Plato Academy when they received the original approval; (iii) maintaining unobstructed windows, except for uniform, non-permanent window treatments; and (iv) remaining willing to work with the City if any traffic issues arise. The City issued a business registration in September 2022 to allow school occupancy for the 2022-2023 academic year, and the school subsequently opened. They are now requesting a text amendment to expand the allowance for private schools along Lee Street and set the table for additional approvals to operate their school in a larger portion of the building with more students, as well as to have non-accessory worship and religious activities (“commercially zoned assembly”).

TEXT AMENDMENT

Request Description:

The petitioner is requesting to amend Section 12-7-3.K of the Zoning Ordinance, specifically the Commercial Districts Use Matrix. Currently in the C-5 District, conditional use permits allow private schools only in the 800 block of Lee Street (currently the Little Bulgarian School/Center is in this block). This limitation was established in June 2018 (Ordinance Z-17-18). The requested text amendment would extend the possibility of private schools to the 700 block of Lee Street, but a conditional use would still be required, which means the City Council would have to approve any request for such school. The following are the proposed amendments (additions are **bold, double-underlined**; deletions are ~~struckthrough~~):

“12-7-3: COMMERCIAL DISTRICTS REGULATIONS:

K. Commercial Use Matrix:

TABLE 3

COMMERCIAL DISTRICTS USE MATRIX

P = Permitted use

C = Conditional use permit required

	C-1	C-2	C-3	C-4	C-5	C-6	C-7
Schools, private - elementary and high school					C15		

Notes:

* * *

15. For properties with frontage located on the 700 block and 800 block of Lee Street only. Provided that there is an elementary or high school, the school may also operate kindergarten and pre-kindergarten programs accessory to the school.

* * **

Planning and Zoning Board (PZB) Recommendation: The PZB held a public hearing on July 11, 2023, to consider the proposed amendments and recommended by a 4-0 vote that the City Council approve the proposal as presented by the petitioner. The rationale for the PZB’s vote is captured in the approved minutes for the Board’s July 11, 2023, meeting. The draft minutes are attached.

City Council Action: Pursuant to Section 12-3-7.D.4 and based on the Standards of 12-3-7.E., the Council has the final authority on zoning text amendments. The Council may approve, approve with modifications, or deny Ordinance Z-20-23, which includes the proposed text amendments and would allow private schools with a conditional use permit on the 700 block of Lee Street.

Attachments:

- Attachment 1: Responses to Standards for Text Amendment
- Attachment 2: Chair Szabo PZB Recommendation Letter
- Attachment 3: Excerpt of Approved Minutes from the July 11, 2023 PZB Meeting

Ordinance Z-20-23

STANDARDS FOR TEXT AMENDMENTS

The Planning and Zoning Board and City Council review the particular facts and circumstances of each proposed Text Amendment in terms of the following standards. Keep in mind that in responding to the questions below, you are demonstrating that the proposed text change is appropriate for the entire jurisdiction, not just a particular site. Please answer each question completely and thoroughly.

1. Is the proposed amendment consistent with the goals, objectives, and policies of the Comprehensive Plan? *Applicant submits that the Comprehensive Plan encourages a higher density urban mix with residential for the property and for the vicinity. The allowance of one additional block to allow for a private elementary and high school is consistent with the higher density urban mix. It will allow for a service that proves valuable to those moving into the planning area, whether into the C-5 or the R-4 district. The school will also serve the broader Des Plaines community. The school will draw residents and visitors to an area of downtown that is a preferred growth area and which has seen substantial growth on its perimeter. Additionally, most private schools have programs for pre-kindergarten through kindergarten even though the law is sometimes inconsistent with general perception of kindergarten, is deemed elementary. The amendment is intended to clarify that pre-kindergarten programs are allowed as a use that is accessory to an elementary school or a high school. The Comprehensive Plan encourages the generation of traffic in the planning area, but it also suggests at least one bikeway on the perimeter of the property. Schools along bikeways are common, and many bikeways are often planned for school areas. Additionally, Lee Street is an IDOT roadway and an arterial roadway. Schools are often planned for convenient locations where their impact will not cause detrimental effects when compared to the use at other locations in the same or a similar zoning district. An elementary school has operated at the property since at least 2010, but this amendment attends an application to convert the entire building to use by students up to eighth grade.*

2. Is the proposed amendment compatible with current conditions and the overall character of existing development? *The text amendment will align conditions that have existed at the property since 2010 when Plato Academy opened under a conditional use permit. The text amendment will align with the use since ICCD Academy acquired the property in 2022 and operated the property for the 2022-23 school year. Allowing a private school is consistent with the planning area southwest of the METRA rail line inasmuch as private schools and institutional use as well as one public school exist in this area of the City. Plato Academy is situated a five minute walk west-southwest of the property and a longstanding religious institutional use lies across Center Street. Another school is situated in the 700 block. The property and the other school have co-existed without conflict between their Lee Street uses and without causing external harm or concern.*

3. Is the proposed amendment appropriate considering the adequacy of public facilities and services available to the subject property? *The property benefits from meaningful frontage on three public streets, public transportation access, access to the public library and driveway access onto Center Street. Utilities and services are adequately available to the property for the uses that are the subject of the text amendment.*

4. Will the proposed amendment have an adverse effect on the value of properties throughout Des Plaines? *The text amendment will not have any adverse effect on land values in the area. The 800 block of Lee Street is primarily vacant, with one of the larger landholders being a financial institution. Due to the expense and local planning preferences for development, it is highly unlikely that the amendment will cause*

a disruption to planning in this block of Lee Street. The proposed amendment to extend the locations available for a private school will not alter the fact that an applicant will be required to obtain a conditional use, during which process the City will take each case on its facts and determine the particular elements of the proposal that may or may not cause undue impact given its location in the block or, possibly, frontage and off-street operational concerns and make a decision on the merits independent of the other prior decisions. In general, institutional use near residential use assists in sustaining and supporting area land values. The allowance of private schools in an additional block, in this instance, will allow placement of a private religious institution at the same intersection with the public library access and Roman Catholic religious institutional use and one or two blocks from two other schools (one private and one public). The additional traffic generated should contribute to adding value in this area of downtown and prove to be a benefit to locating a business or other development in the area.

5. Does the proposed amendment reflect responsible standards for development and growth? *With substantial vacant land in the vicinity, allowing a private school by conditional use is the most responsible path. It is important that the City retain the ability to engage a private school operator in a conditional use setting so that any school can be properly planned so as not to interfere with the performance of Lee Street, Prairie Avenue and the public parking facilities in the area. As demonstrated since 2010, a private school has operated in the 800 block of Lee Street and found success in doing so. The relocation of Plato related to business decisions and growth (success). The amendment will allow ICCD to apply the entire building to school use, rather than continue to operate under Ordinance No. Z-024-10 which governs first floor use and accessory basement use. This is a more responsible approach to use of the building for public safety and planning and for school safety. The amendment will also contribute to a reduction in vehicle trips made during the day by residents that live in the downtown corridor by allowing an alternative properly planned private school that their children may attend.*



July 20, 2023

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 733 Lee Street, Islamic City Center of Des Plaines Academy (ICCD A)
Case 23-038-TA-CU-V, 2nd Ward
RE: Consideration of Requests for Text Amendments, Conditional Uses/Amended Conditional Use, and
Variations

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on Tuesday, July 11, 2023, for requests associated with an existing building and private school at 733 Lee Street (ICCD A). The petitioner, ICCD Academy NFP, is proposing to expand the operations of their existing school, which at this time is a legal nonconforming use permitted under Ordinance Z-024-10, to incorporate more of the existing building and enroll more students (primary principal use). Further, the petitioner is proposing to conduct periodic commercially zoned assembly as a secondary principal use. Finally, the petitioner is seeking variations related to the location of the existing building and structures, as well as to allow the site plan and parking lot improvements they propose.

The requests are (i) text amendments to allow a “School – Private, Elementary and High” in the 700 block of Lee Street in the C-5 Central Business District, with a conditional use permit, where currently such schools are allowed only in the 800 block of Lee; (ii) a conditional use to operate such type of school at 733 Lee, or an amendment to the conditional use granted by Ordinance Z-024-10, whichever is necessary; (iii) a conditional use for commercially zoned assembly; and (iv) variations that address various existing structure, sign, and site conditions, and would allow proposed partial compliance with parking lot landscaping requirements.

The full summary of the petitioner’s presentations, as well as public comment offered and Board discussion, are included in the Board’s meeting minutes for July 11, 2023. The Board voted on the following motions:

- **Proposed text amendment:** The vote was 4-0 (Chair Szabo, Vice Chair Saletnik, Members Weaver and Hofherr) to recommend approval. Pursuant to the Zoning Ordinance (Section 12-3-7.D.4), the Council has the final authority on the request.
- **Proposed conditional use for private school:** The vote was 4-0 (Chair Szabo, Vice Chair Saletnik, Members Weaver and Hofherr) to recommend approval. Pursuant to the Zoning Ordinance (Section 12-3-4.D.4), the Council has the final authority on the request.
- **Proposed conditional use for commercially zoned assembly (i.e., assemblies not accessory to the private school):** The vote was 4-0 (Chair Szabo, Vice Chair Saletnik, Members Weaver and Hofherr) to recommend approval. Pursuant to the Zoning Ordinance (Section 12-3-4.D.4), the Council has the final authority on the request.
- **Proposed Major Variations from (i) Section 12-9-6.D regarding proposed parking lot curb installations; (ii) Section 12-10-7 regarding specific species requirements for parkway landscaping; (iii) Section 12-10-8.B. regarding perimeter parking lot landscaping; (iv) Section 12-11-4.G. regarding the lack of base landscaping for an existing pole sign; and (v) Section 12-11-5.A regarding the nonconforming setback of an existing pole sign:** The vote was 4-0 (Chair Szabo, Vice Chair

Saletnik, Members Weaver and Hofherr) to recommend approval. Pursuant to the Zoning Ordinance (Section 12-3-6.G:), the Council has the final authority on the request.

- **Standard Variation from Section 12-7-3.L, Table 4 to reduce the required minimum side yard (north lot line/Center Street) from 5 feet to 2 feet.** The vote was 4-0 (Chair Szabo, Vice Chair Saletnik, Members Weaver and Hofherr) to approve. Pursuant to the Zoning Ordinance (Section 12-3-6.F.1.a), the PZB has the final authority on the request.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "James S. Szabo".

James Szabo,
Des Plaines Planning and Zoning Board Chairman

Cc: City Officials/Aldermen

2. Address: 733 Lee Street

Case Number: 23-038-TA-CU-V

The petitioner is requesting the following under the Zoning Ordinance (summarized): (i) text amendments to allow a “School – Private, Elementary and High” in the 700 block of Lee Street in the C-5 Central Business District, with a conditional use permit, where currently such schools are allowed only in the 800 block of Lee; (ii) a conditional use to operate such type of school at 733 Lee, or an amendment to the conditional use granted by Ordinance Z-024-10, whichever is necessary; (iii) a conditional use for commercially zoned assembly; and (iv) variations that address various existing structure, sign, and site conditions; the recording requirement for collective parking agreements; and proposed partial compliance with parking lot landscaping requirements.

PIN: 09-20-200-042-0000, 09-20-200-006-000

Petitioner: ICCD Academy NFP, 733 Lee St., Des Plaines, IL, 60016
(Authorized agent/representative: Mark Daniel, Daniel Law Office,
17W733 Butterfield Road, Unit F, Oakbrook Terrace, IL 60181)

Owner: Trustee of Trust No. 16505, Parkway Bank and Trust Co.,
4800 N. Harlem Ave., Harwood Heights, IL 60706
(Beneficiary: ICCD Academy, NFP)

Ward Number: #2, Alderman Colt Moylan

Existing Zoning: C-5, Central Business District

Surrounding Zoning: North: C-5, Central Business
South: R-4, Central Core Residential
East: R-4, Central Core Residential
West: C-5, Central Business

Surrounding Land Uses: North: Office building, City-owned library parking garage
South: Financial institution (Old National Bank) and parking lot
East: Private school
West: Vacant site

Street Classifications: Lee Street is an arterial roadway (IDOT jurisdiction);
Prairie Avenue and Center Street are collectors (local jurisdiction).

Comprehensive Plan : The Comprehensive Plan illustrates this site as Higher Density
Urban Mix with Residential.

Property/Zoning History:

This subject property/zoning lot is 33,177 square feet (just greater than .75 acres) and consists of two parcels. The lot is separate from both the small triangular lot and building at 1445 Prairie (not connected), as well as the lot and building at 749 Lee (currently Old National Bank; also not connected). The building on the subject property consists of three usable floors: a basement, first floor, and second floor. In addition, there is a surface parking lot in the east (rear), currently striped with 38 parking spaces per the Plat of Survey, accessible from Center Street. In 2010, Ordinance Z-024-10 (see attached) granted the subject property a conditional use to operate a school. This approving ordinance was requested at the time by Plato Academy, which occupied the building for several years before moving to 915 Lee Street. Plato shared the building with office tenants, notably the Greek American Restaurant Association. When Plato vacated, the office use remained. The petitioner purchased the property in 2022.

The petitioner approached staff in 2022 about opening Islamic City Center of Des Plaines Academy (ICCDA). The current Zoning Ordinance does not allow private schools in the 700 block of Lee (restriction was put in place in 2018). However, staff reviewed with the General Counsel and determined that the approving conditional use ordinance was written to run with the property and could be transferred to the same use – a private school – even though the new owner/operator was different than the original petitioner. Further, Section 12-3-4.H.3 states, “...a conditional use shall be deemed to relate to, and be for the benefit of, the use and lot in question, rather than the owner or operator of such use or lot.” Therefore, the petitioner has been utilizing the conditional use for their operations and building, bound to the restrictions of being a legal nonconforming use (Section 12-5-5) and adherence to all conditions and limitations of the 2010 approval. The City and the petitioner entered into an agreement, dated August 30, 2022, which reinforced that all conditions and parameters of the approving ordinance would apply to ICCDA. These parameters included (i) using only portions of the floor plan illustrated in the approving ordinance for school purposes; (ii) limiting enrollment to no more than 60 students, as this was represented by Plato Academy when they received the original approval; (iii) maintaining unobstructed windows, except for uniform, non-permanent window treatments; and (iv) remaining willing to work with the City if any traffic issues arise. The City issued a business registration in September 2022 to allow school occupancy for the 2022-2023 academic year, and the school subsequently opened. They are now requesting approvals to operate in a larger portion of the building with more students, and to have non-accessory worship and religious activities (“commercially zoned assembly”).

TEXT AMENDMENT

Request Description:

The petitioner, ICCDA, is requesting to amend Section 12-7-3.K of the Zoning Ordinance, specifically the Commercial Districts Use Matrix. Currently in the C-5 District, conditional use permits allow private schools only in the 800 block of Lee Street (currently the Little Bulgarian School/Center is in this block). This limitation was established in June 2018 (Ordinance Z-17-18). The requested text amendment would extend the possibility of private schools to the 700 block of Lee Street, but a conditional use would still be required, which means the PZB would hear and review and the City Council would have to approve any request for such school. The following are the proposed amendments (additions are **bold, double-underlined**; deletions are ~~struckthrough~~):

“12-7-3: COMMERCIAL DISTRICTS REGULATIONS:

K. Commercial Use Matrix:

TABLE 3
COMMERCIAL DISTRICTS USE MATRIX

P = Permitted use
C = Conditional use permit required

	C-1	C-2	C-3	C-4	C-5	C-6	C-7
Schools, private - elementary and high school					C15		

Notes:

15. For properties with frontage located on the 700 block and 800 block of Lee Street only. **Provided that there is an elementary or high school, the school may also operate kindergarten and pre-kindergarten programs accessory to the school.**

***”

CONDITIONAL USES / AMENDED CONDITIONAL USE

Request Description:

The petitioner is requesting two conditional use permits: (i) a private school, as the primary principal use; and (ii) a commercially zoned assembly as a secondary principal use. In the event the requested text amendment is not approved, ICCDA requests consideration of an amendment to the original conditional use to achieve the desired expansion of school operations.

Private school

The petitioner has operated ICCDA at the property since September 2022. They completed their first fall-to-spring main academic year in June 2023 and are currently providing summer programming. The school’s mission includes a traditional academic and religious curriculum, meaning that worship activities involving students, families, and staff are intrinsic and accessory to the school. Assuming the proposed text amendment is approved, the petitioner is seeking a new conditional use to entitle ICCDA specifically and to allow the organization to expand both student enrollment and the portions of the building that may be used for school purposes (i.e., basement and the second floor). In summary, the petitioner’s statement and plans request and depict the following:

- An allowance of *up to* 233 students, pre-K through eighth grade, exclusive of volunteers and staff
- An expanded number of classrooms (20, including art rooms and science or other labs), on both the first and second floors
- An auditorium on the second floor and prayer/worship area(s) in the basement; these areas would be part of the daily school curriculum but also serve as the proposed commercially zoned assembly area (see separate discussion later in the report).

This table outlines approximate days and times of programming in the building.

Activity	Days/Purpose	Time
General school hours	Monday-Thursday	8 a.m.-4 p.m.
	Friday	8 a.m.-2 p.m.
	Saturday-Sunday	9 a.m.-2 p.m.
General before-school program	Weekdays	7-8 a.m.
General after-school program	Monday-Thursday	4-6:30 p.m.
	Friday	2-6:30 p.m.
General staff & janitorial arrival	Weekdays	5:30-7:30 a.m.
Planned Drop-off Period	Weekdays	7:30-8:45 a.m.
	Saturday-Sunday	8:30-9:30 a.m.

Planned Pick-up Period	Monday-Thursday	3:30-4:30 p.m.
	Friday	1:30-2:30 p.m.
	Saturday-Sunday	1:30-2:30 p.m.
Ramadan (Iftar)	Assembly*	6-10:30 p.m.

**A secondary principal use, not necessarily accessory to the school*

Drop-off and Pick-up Operations

The petitioner has provided a detailed description and graphical depiction of drop-off and pick-up of students, using the property’s on-site parking lot, with vehicles entering from and exiting to Center Street. In a typical day, the combined drop-off and pick-up duration is two hours and 15 minutes, and per the provided table and description, and the periods would not overlap with staff arrival and departure. ICCDA employees would be assigned parking spaces in locations that would have the least potential conflict with the temporary lanes. The drop-off and pick-up locations within the parking lot intuitively allow the younger students and their parents the nearer positions to the door, and the plan identifies that staff from the school would be outside the building during the periods to help manage the flow.

The attached plan includes observations, data, and projections prepared with the engineering firm KLOA and grounded in the makeup of the current student population. Because of the school’s tendency to enroll multiple students from a single family, the petitioner expects that the number of vehicles circulating through a pick-up or drop-off would not exceed half, or 50 percent, of the enrollment. Further, they project that approximately 15 percent of students will walk to school. Finally, the petitioner expresses willingness to work with the Police Department to the extent necessary or required. It is worth noting Police and other City staff do not support the incorporating *on-street* loading on any of the adjacent streets: Lee, Prairie, or Center. However, it is also worth noting that upon receiving this comment in staff review prior to the public hearing, the petitioner revised their plans to make the fullest and most deliberate possible use of their parking lot and drive aisles.

Building Safety and Occupancy

The greatest challenge in allowing the desired student enrollment in staff’s view is not the external factors surrounding parking and traffic but instead the remodeling or retrofitting the building such that classrooms and all school-occupancy spaces have sufficient hallway widths to provide means of egress. In the past, this building has been a mix of school and office occupancies; it is now proposed to be school and assembly (worship). The Building Division has worked extensively with the petitioner’s architect to advise on floor plans with dimensions that could allow the occupancy to approach what the petitioner desires. However, while the attached floor plans are provided for zoning consideration, they should not be considered building permit-ready drawings. In fact, staff recommends a condition that while the maximum desired student enrollment of 233 could eventually be reached in the future under conditional use approval, the occupant load of the building cannot exceed the maximum established by the Chief Building

Official and Fire Prevention Bureau; plans may be altered, and the occupant load may be increased, if required alterations are made.

Commercially Zoned Assembly

The petitioner describes certain activities that would be open to the public beyond ICCDA students, families, staff, and volunteers, particularly during holy periods during the calendar year. These activities are less frequent than the daily school operation, occupy only portions of the building (basement prayer areas, second-floor auditorium) and are therefore subordinate to the primary principal use; however, they are not incidental/accessory to the school, so the assembly activity is categorized as a secondary principal use and must be approved via a conditional use. No text amendment is required, as commercially zoned assemblies are already established as a conditional use in the C-5 District, without any additional prerequisites or restrictions.

The Iftar, or daily fast-breaking evening meal during the annual holy period (approximately one month) of Ramadan, is identified as the main time during the year when commercially zoned assembly would occur. In addition, the petitioner notes that on Fridays, the building would host Jumu'ah prayers, which may occasionally be open to the public—although the statement attests when open to the public, the Jumu'ah would not overlap with school activities. The Board may wish to ask the petitioner to explain how the overlap would not occur if the submitted schedule shows the school being open on Fridays. Further, the PZB may ask the petitioner to clarify how the food component of Iftar will occur (i.e., food brought from the outside versus prepared on site). Language within the petitioner's statements indicates no food would be prepared on site.

The basement prayer/library area spans two rooms and is 2,904 square feet per the submitted floor plan. It does not have fixed seating but lists a maximum occupancy of 194 people. The second-floor auditorium is 903 square feet and proposed to have a maximum occupancy of 60 people (presumably through fixed seating). Collectively, these are the proposed assembly use areas.

Off-Street Parking (Both Uses)

The petitioner's plans show a restriped parking lot that actually increases the number of spaces from the current striping: from 38 currently to 42. The addition stems from the ability to design the accessible parking area more efficiently because of recent updates to the Illinois Accessibility Code. Further, the property lies in the C-5 District. Section 12-9-1 instructs "... no off-street parking shall be required for the first two thousand five hundred (2,500) square feet of a use...in the C-5 central business district." The petitioner is proposing two principal uses – private school (primary) and commercially zoned assembly (secondary) – and the sum of both minimums will establish the overall minimum. However, Ordinance allows the 2,500-square-foot deduction from each use. The rationale is that as the central business district C-5 is different from other areas of Des Plaines because of the availability of public parking garages and public transportation, as well as residential density that lends itself to households walking and having a reduced need to drive and park.

The table on the following page breaks down the minimum requirements for both a private school and a commercially zoned assembly, which must be summed to determine the total requirement. In summary, the total requirement is 39 spaces, and 42 are proposed to be provided, after parking lot improvements (restriping, addition of landscape island), so the requirement would be met. However, the submittal does not contain a description of the projected attendance of the assembly events. The floor plans establish a maximum occupancy of 60 people in the auditorium and 194 in the basement prayer/library area, but the petitioner may not intend to have or project this many attendees. Although the petitioner expressed potential assembly occupancy in their attached Cover Statement – specifically in their proposed conditions – the PZB may wish to ask the petitioner to more clearly identify the potential number of people expected for an assembly.

Use, Required Ratio	Floor Area	Required parking
Private School (in this case “Elementary School”): 1 space for each classroom, plus 1 space per 200 square feet of area devoted to offices	Office: (all excluded because of C-5 District) 20 classrooms	20 spaces
Commercially zoned assembly (in this case, “Place of Worship”): 1 space for every 5 seats in the main auditorium, sanctuary, nave or similar place of assembly and other rooms ... which are to be occupied simultaneously. In cases where there is no affixed seating, 1 space shall be provided for every 60 square feet of floor area.	Assuming maximum number of seats in the auditorium (60): 12 spaces. Assuming simultaneous occupancy of the prayer area: 2,904 square feet – 2,500 square feet for C-5 exemption = 404 square feet / 60 = 6.73 spaces (rounds up to 7)	12 for auditorium + 7 for prayer area = 19 spaces
	Total Required	39 spaces
	Total Proposed	42 spaces

Finally, regarding the refuse/dumpster, the existing dumpster is nonconforming, as it not enclosed. The site plan shows building a dumpster enclosure, which should bring the structure into conformance. The height and materials of the enclosure are not indicated on the site plan but would be regulated by Section 12-10-11.

VARIATIONS

Request Description:

The petitioner is electing to seek several variations related to existing conditions of the building and property, specifically its required yards (setbacks), parking lot, on-site and off-site/parkway landscaping, and signs. For this irregular corner lot, the front yard extends from the west lot line where it abuts Lee, the rear yard extends from the east lot line (Center), and there are three side yards: from the south lot line, which borders the Old National Bank parking and drive-through area; from the north lot line, which abuts Prairie; and from the west lot line portion that does not abut Lee but instead separates the ICCDA parking lot from the Old National parking lot. Based on real estate listing information,¹ the building was built originally in 1957 and renovated in 1977. Not surprising, the building is a nonconforming structure in multiple ways. While the variations requested may not be essential to entitling the operation of the school or assembly, they allow the petitioner to retain certain physical characteristics and make reasonable enhancements but not comply strictly with current Ordinance requirements. In particular, with the existing parking lot nonconforming regarding various minimum curb and landscaping uses, adding new striped spaces to it could be considered intensifying the nonconformity and requiring a full upgrade to strict adherence. Therefore, the petitioner is seeking variation to allow a partial upgrade – notably installing a landscape island down the middle of the central double-loaded parking stalls – but not installing perimeter buffer strips at the south or west lot lines. The necessary variation requests are listed in the following table:

Section	Requirement	Proposed	Type of Variation
12-7-3.L, Table 4	5-foot minimum side yard on the north lot line (Center Street)	Existing condition: 2-foot minimum side yard	Standard
12-9-3.A.4	Collective parking agreements shall be recorded.	n/a*	Major
*The petitioner requested relief from having to record a collective parking agreement, but their site plan shows the parking minimum would be met on site; therefore, petitioner has not submitted a collective parking agreement.			
<i>Related to Parking Lot Design and Landscaping</i>			
12-9-6.D.	Install curb at least 3.5 feet from property lines at the parking lot perimeter.	Existing conditions: The south and west perimeters would not have curb.	Major

¹ Loopnet (2023). Accessed July 6, 2023 at <https://www.loopnet.com/Listing/733-Lee-St-Des-Plaines-IL/3989538/>

12-10-7	Parkway landscaping/trees with species and amounts as specified (applies here only in a small portion at near the corner of Prairie and Center)	Existing conditions in the area where the regulation is relevant.	Major
12-10-8.B.	Install perimeter parking lot landscaping at the south and western edges of the parking lot/lot lines	As shown in the site plan, install an interior landscape island but do not install perimeter landscaping at the south and west edges of the parking lot.	Major
<i>Related to the Existing Pole Sign near Center</i>			
12-11-4.G	Pole and monument signs shall be required to provide and maintain landscaping at the base of the sign	Existing conditions: no landscaping	Major
12-11-5.A.	No pole sign shall be constructed closer than five feet (5') from any property line.	Existing conditions: sign installed at lot line	Major

Standards for Text Amendments:

The following is a discussion of standards for zoning amendments from Section 12-3-7.E of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided here and also in the attached Petitioner’s Responses to Standards for Text Amendments. The PZB may use the statements below, use the petitioner’s responses, or adopt its own rationale.

- Whether the proposed amendments are consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the City Council;**

Comment: Although the Comprehensive Plan illustrates the 700 block of Lee Street as “Higher Density Urban Mix with Residential,” a school use can (i) provide the kind of regular, daily activity that bolsters the Central Business District and (ii) provide a nearby educational option for the many (and growing number) of nearby households.

PZB Modifications (if any): _____

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

Comment: The amendments appear to be compatible because they reflect existing conditions on the east side of Lee Street. On the west side, the property is vacant and ripe for redevelopment, but the amendments would not automatically entitle a school; they simply expand the possibility for the conditional use process. The City would not be bound to approve a conditional use on, for example, the 750 Lee Street property on the west side of the street.

PZB Modifications (if any): _____

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

Comment: The hub for services that private schools may need (e.g., Police, Fire) are concentrated in the Central Business District already. The 700 block is directly adjacent to the 800 block, where a conditional use for private schools is already possible.

PZB Modifications (if any): _____

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

Comment: The proposed amendments are not likely to bring a wave of private schools, and they reflect existing conditions, so there is not expected to be an effect on property values.

PZB Modifications (if any): _____

5. **Whether the proposed amendments reflect responsible standards for development and growth.**

Comment: Expanding the conditional use possibility for private schools in the C-5 District merely provides another option for development but does not automatically entitle their development or operation. The City would have the opportunity to review and authority to approve or deny specific requests.

PZB Modifications (if any): _____

Standards for Conditional Use

The following is a discussion of standards for conditional uses from Section 12-3-4(E) of the Zoning Ordinance. Rationale for how the proposed amendments may or may not satisfy the standards is provided below and in the petitioner’s response to standards. For certain standards, comments are split between the consideration of the private school (“school”) and the commercially zoned assembly (“assembly”). The PZB may use this rationale toward its recommendation, or the Board may make up its own.

1. The proposed Conditional Use is in fact a Conditional Use established within the specific zoning district involved:

Comment (school): This is pending the outcome of the proposed text amendment. However, the conditional use via Ordinance Z-024-10 dates to a time when private schools were an established conditional use at this subject property.

Comment (assembly): Yes, the requested use is a conditional use in the C-5 District.

PZB Modifications (if any): _____

2. The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:

Comment (school and assembly): The 2019 Comprehensive Plan illustrates this site to be used for high-density urban mix with residential. However, the Plan also dedicates a chapter to strategies to enhancing downtown Des Plaines and inspiring visitation and commercial activity. A daily use such as a school brings people downtown every day and builds downtown visitation into their routine, which makes it possible they will also patronize businesses downtown, such as a grocery store, retail store, restaurant, dry cleaner, doctor's office, or services establishment.

PZB Modifications (if any): _____

3. The proposed Conditional Use is designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity:

Comment (school and assembly): Any exterior alterations proposed with this application would, if anything, enhance the property and character of the area.

PZB Modifications (if any): _____

4. The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:

Comment (school): The petitioner has provided a thorough pick-up and drop-off plan, which utilizes their parking lot, to address the proposed increase in enrollment. Staff has not received any complaints about the current ICCDA's operation since September 2022, albeit with a notably smaller enrollment than what is proposed.

Comment (assembly): The Board may consider whether having a potential spike of additional traffic and activity during essentially one month of the year for a few hours at a time and on occasional Fridays rises to the level of being "hazardous" or "disturbing."

PZB Modifications (if any): _____

5. The proposed Conditional Use is to be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or, agencies responsible for establishing the Conditional Use shall provide adequately any such services:

Comment (school and assembly): The existing building has been adequately served by essential public facilities and services. Staff has no concerns that the proposed use will not be adequately served with essential public facilities and services in the future.

PZB Modifications (if any): _____

6. The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:

Comment (school and assembly): While the petitioner is offering to collaborate with City staff and departments, such as Police, Fire, and Building/CED, staff does not interpret these as being obligatory activities. On the contrary, staff expects that approved conditionals uses would set reasonable conditions and expectations and set the stage for long-term compliant occupancy and operation.

PZB Modifications (if any): _____

7. The proposed Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors:

Comment (school and assembly): All activities are proposed to occur inside buildings, aside from those driving, walking, or otherwise getting to and from the doors of the building. All uses must be in compliance with the Environmental Performance Standards in Chapter 12 of the Zoning Ordinance.

PZB Modifications (if any): _____

8. The proposed Conditional Use provides vehicular access to the property designed so that it does not create an interference with traffic on surrounding public thoroughfares:

Comment (school): While the increased enrollment will inherently bring more vehicles to the area, the spikes will be short and should be managed to prevent stacking into Center Street (i.e., a queue that blocks or impedes traffic). Observations reported by the petitioner in their submittal, as well as anecdotal observations by staff, indicate that there is additional capacity on adjacent streets during daytime school hours.

Comment (assembly): The Board may consider asking the petitioner to commit to methods to encouraging carpooling, using non-motorized transportation (walking and parking), or, if driving, utilizing nearby public parking garages (i.e., Library Garage, immediately north on Prairie, or 1425 Ellinwood/Welkin garage approximately ½ block to the north on Lee).

PZB Modifications (if any): _____

9. The proposed Conditional Use does not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance:

Comment (school and assembly): The subject property is within an already development building and thus would not result in the loss or damage of natural, scenic, or historic features.

PZB Modifications (if any): _____

10. The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:

Comment (school and assembly): The proposed uses would comply with all applicable requirements as stated in the Zoning Ordinance.

PZB Modifications (if any): _____

Variation Findings:

Variation requests are subject to the standards set forth in Section 12-3-6(H) of the Zoning Ordinance. Rationale for how the proposal addresses the standards is provided in the attached petitioner responses to standards, with some comments from staff below. The Board may use the provided responses as its rationale, modify, or adopt its own.

1. Hardship: No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty.

Comment: See petitioner’s responses to standards.

PZB Modifications (if any): _____

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

relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

Comment: The subject property is an irregular shape, having a lot line fronting on three different streets while also being a corner lot. In staff's view, this is truly unique. See petitioner's responses to standards for more.

PZB Modifications (if any): _____

3. Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title.

Comment: The petitioners did not create the unique shape and dimensions of the lot. See petitioner's responses to standards for more.

PZB Modifications (if any): _____

4. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

Comment: See petitioner's responses to standards.

PZB Modifications (if any): _____

5. Not Merely Special Privilege: The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot.

Comment: See petitioner's responses to standards.

PZB Modifications (if any): _____

6. Title And Plan Purposes: The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan.

Comment: See petitioner's responses to standards.

PZB Modifications (if any): _____

7. No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.

Comment: See petitioner’s responses to standards.

PZB Modifications (if any): _____

8. Minimum Required: The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.

Comment: See petitioner’s responses to standards.

PZB Modifications (if any): _____

PZB Procedure and Recommended Conditions: Because of the multiple requests, staff recommends the Board take multiple motions: (i) recommendation on the proposed text amendment; (ii) recommendation on the proposed conditional use for private school/amended conditional use through Z-024-10; (iii) recommendation on the proposed commercially zoned assembly; (iv) a final vote on the standard variation regarding the required side yard; and (v) a recommendation on all other requested variations, which the Board could consider with one motion or individually.

TEXT AMENDMENT

Pursuant to Section 12-3-7(E) of the Zoning Ordinance, the PZB may vote to *recommend* approval, approval with modifications, or denial of the proposed text amendment. The City Council has final authority over the request.

CONDITIONAL USE / AMENDED CONDITIONAL USE FOR PRIVATE SCHOOL

Pursuant to Section 12-3-4(E) of the Zoning Ordinance, the PZB may vote to *recommend* approval, approval with modifications, or denial of the conditional use. The City Council has final authority over the request.

The petitioner suggested conditions in their attached Cover Application Statements. The Board may review them, but staff does not recommend their verbatim use, with particular concerns about (i) the reference to 36 parking spaces, when the minimum requirement (with both uses active) is 39, and (ii) a temporary occupancy allowance through 2028 pending hallway-width changes. Instead, should the PZB recommend approval of the conditional use, staff suggests the following conditions:

Recommended Conditions of Approval

1. Notwithstanding the desired maximum number of users, the occupancy load for the building and all rooms utilized by the use shall not exceed the maximum set by the Fire Department and Chief Building Official. This maximum may be increased only through permitted construction and alterations; provided, however, the total attendees shall not exceed the numerical limit set through this conditional use approval. Every room or space that is an assembly occupancy shall have the occupant load of that room or space posted in a conspicuous location, near an exit.
2. The petitioner shall complete the parking lot restriping and landscape project shown on the site plan within 12 months of approval.
3. No on-site food service shall occur unless a code-compliant commercial-grade kitchen were to be installed.
4. Any building or use expansion shall require the Petitioner to obtain a conditional use amendment.

CONDITIONAL USE FOR COMMERCIALLY ZONED ASSEMBLY

Pursuant to Section 12-3-4(E) of the Zoning Ordinance, the PZB may vote to *recommend* approval, approval with modifications, or denial of the conditional use. The City Council has final authority over the request.

However, should the PZB recommend approval of the conditional use, staff suggests the following conditions:

Recommended Conditions of Approval

1. Notwithstanding the desired maximum number of users, the occupancy load for the building and all rooms utilized by the use shall not exceed the maximum set by the Fire Department and Chief Building Official. This maximum may be increased only through permitted construction and alterations; provided, however, the total attendees shall not exceed the numerical limit set through this conditional use approval.
2. Commercially zoned assembly activities, or those worship activities not accessory to the private school, shall occur at different times.
3. The petitioner shall complete the parking lot restriping and landscape project shown on the site plan within 12 months of approval.
4. No on-site food service shall occur unless a code-compliant commercial-grade kitchen were to be installed.
5. Any building or use expansion shall require the Petitioner to obtain a conditional use amendment.
6. The petitioner will publicize on its website and actively distribute to its audience a map of nearby public parking garages, with summary instructions and directions on how to access and any hourly or time restrictions.

VARIATIONS

The petitioner is requesting one standard variation and multiple major variations. Pursuant to Section 12-3-6.F of the Zoning Ordinance, the PZB may vote to approve, approve with modifications, or deny the Standard Variation to reduce the required side yard.

Then the Board may consider pursuant to Section 12-3-6.G a vote to *recommend* approval, approval with modifications, or denial of the Major Variations. The City Council has final authority over the request. Staff does not recommend conditions for the variations.

Attachments:

Attachment 1: Location and Aerial Map

Attachment 2: Site and Context Photos

Attachment 3: Plat of Survey

Attachment 4: Ordinance Z-024-10²

Attachment 5: Responses to Standards for Text Amendment

Attachment 6: Responses to Standards for Conditional Use

Attachment 7: Responses to Standards for Variation

Attachment 8: Application Cover Statements, Operational Plan (collectively the Project Narrative)

Attachment 9: Stacking, Circulation, and Pick-Up/Drop-Off Plan (with projections and data)

Attachment 10: Site Plan

Attachment 11: Floor Plans

Chair Szabo swore in Mark Daniel, Attorney for the petitioner, Jose Pareja, Architect for the petitioner and Nayeem Syed, President of the School and Board and petitioner for the project. Mr. Syed gave some background on the school. He stated that they want to expand the building and school. They want to have the Islamic school and academy. Prayer is part of the curriculum. To operate the school and maintain the building, they cannot afford to maintain the building with the existing number of students and need more enrollment. They think there will be more apartments occupied and stores shopped at in this area by the new occupants of the building.

Mark Daniel stated that they are in this process later than they hoped with opening the school. They hope to have PZB recommendation after going through the history. This was an office building that was previously occupied by the Greek American Restaurant Association. All the first floor was used for school services. There were assumptions made prior to the office building being purchased that caused a fire drill with the city to allow a temporary certificate of occupancy. They knew they would have to convert the second floor a bit, but they entered a temporary occupancy with the city to cap the students at 60. He gave a memo for KLOA that were consulted about student drop off and traffic counts. They did this during a busier time of year when more students were in cars. At the end of the year, parents and kids bring more things

² 2022 compliance agreement between City and owner/petitioner available upon request to City staff.

home in cars and there is less walking. KLOA had a projected vehicle count the last 2 days of school. There was less in the afternoon because ICCD has a half day program.

He stated that they want to preserve the pole sign. It turns in towards the property, so it does not obstruct the sidewalk. They intend to reface and paint the sign. There is a city improvement adjacent to the sign. There is a landscaping improvement that abuts the parking lot too.

Mr. Daniels stated there is a prior conditional use for a school, but it was for the first floor only. Every variation we are asking for existed in 2010. The parking lot, sign, and property conditions are all existing with these variations. In 2022, there were reductions agreed to. From the petitioner's perspective, it is a reduction. ICCD had a conditional use for only part of the first floor. They are looking to accomplish a few things. The first thing is to get the school entitled for the whole building. It is a two-story school with a worship area in the lower level. On the second floor, there is a large classroom, and they want to create a larger auditorium. Otherwise, it is all classrooms, computer labs, art labs, kitchen/eating area. Those are all generally on the first floor. As far as the auditorium is concerned and how they phase things, in 2022 they didn't have a lot of choices. They didn't want to appeal city staff's decisions, they needed staff's help otherwise the students would have lost their school.

Mr. Daniel stated the conditional use is phrased as either new permit or amending the permit. This is a fallback. They are asking for a text amendment. Schools are only allowed on the block with the Little Bulgarian School. They are hoping the City will add schools to the permitted uses on this block. They anticipate building up over time. All these numbers are dependent on permitting, life safety, etc. These numbers on the screen are permit issues that we are dealing with. Those are estimations. They may not get to 233, but it might be 228. It depends on how permitting goes.

He stated the text amendment is common sense. A lot of schools have a pre-k and a kindergarten program. In the code we propose that you add specifically that language – that if they have an elementary school, they can operate pre-k and K in the same place. Right now, ICCD operates pre-K, K and 1-8. That is the text amendment. They changed “located on” to “frontage”. The amendment is consistent with the comprehensive plan. They have reached out to a consultant that showed there is a vacancy rate of 22% for certain office types in this area. This is an office building. This building is Class A Office but once rehabbed it probably falls into the Class B category. The occupancy in Class B are greater and the sublets are less available.

Mr. Daniels said the office use is slow to recover. The petitioner views this case as a way to get folks downtown. You can expect a good number of families to use downtown associated with this school. The C-5 and R-4 districts are focused on multifamily residential. They have townhomes directly to the south and the other side of the street. They have condos and apartments in every direction. It makes sense to have supportive uses in C-5. Some of the kids will want to go to a private school and it makes sense as a supportive use for those residents.

Typically, you try to locate schools on collectors or arterials. In the past in planning, in a subdivision, you would take land for a school. Because all the land is built up, that doesn't happen often, larger schools can be on arterials and smaller schools on collectors. Lee St is an

important arterial in town and Prairie Ave is a collector. As far as the amendment is concerned, the amendment is reflective of the use that has been there since 2010. There is a collection of uses downtown that include a lot of institutional uses. They have a history of schools across the street with St. Mary's. St. Mary's Church is still there. At the bottom of the map [referring to slide] Plato Academy moved. Little Bulgarian School is nearby, as well as the history center and the library. This area is used to this type of traffic during the day. Those big parking lots are for people to park downtown. Some of the surface parking is under private ownership too.

Mr. Daniels stated as far as trends in the area, you have your retail situated along the Metra line, with service uses along Lee St. They are not interrupting a service corridor –Lexington Townhouses and the bank are neighbors (they have been terrific to work with for our applicant). This is a good adaptive re-use of a building, even if it was a new school today. To the extent the students use the library, they have end of the day classes where one class is engaged in library enrichment and that supports the property value. More traffic leads to more service traffic in the area. Those greater ADTs are supportive of retail uses.

Mr. Daniel stated that this text amendment is responsible planning – it is still a conditional use. You evaluate each case on its merits. They are at the end of the block, not technically defined as a through or corner lot, but it looks like both. They fall through some cracks in the definition of code, but they are at the end of the block. It might be a different story if we were not at the end of the block or closer to Little Bulgarian. That is the core responsibility of keeping this use as a conditional use with this text amendment. Schools are one of the most important assets in Des Plaines.

Mr. Daniel said they use the “up to 233 number” for students, but Allen (building official) will have a big say in that. In terms of occupancy, they are aiming for use of the entire building. Parking modifications they are looking at are fairly minimal. The handicap parking is outdated and oversized. They can increase parking to 42 spaces, we have 38 right now. They would re-stripe the lot. The plan in the packet shows a landscape island in the middle of the parking lot between two rows of parking. With respect to the landscape island, we would like to stripe that first. If staff demands landscape on the island, they will do that. We will have phasing of modifications to the building over time. Ultimately, they will have a larger auditorium. The main entrance – there will be a slight change here. They will not be using the entrance at all. The Lee St entrance will be the accessible route to the building; appropriate plans will be made for that. If there is an accessibility challenge, they believe most parents will take them through the opposite side of the building. For the conditional use for the school and assembly – they will not be operating simultaneous. If school is in progress, you will not have commercial district assembly. The assembly use is different from the school and will not operate simultaneously.

He touched on the student loading areas. There are notes in the staff report too. The bank has been a great neighbor, they have used the parking for non-bank hour parking. They confirmed with Old National that they still have the relationship to use it during non-banking hours. The fifth request is asking to waive the collective parking agreement. It is a large property, capable of further development. Their plans show they can load and unload and park in full compliance with the ordinance. With the morning and afternoon loading, we will satisfy the code standards.

The most common use of Old National will be during Ramadan, the 30-day period that gets earlier and earlier every year per the calendar. Iftar is the dinner that breaks fast; these events can occur with the school or outside people. You can have people worship in the basement and people like me who will remain in the auditorium and not pray. That would be the most intensive use. That goes from 6:30 to 10:30. It is later in the summer months and ends earlier in the winter months (it is timed by the sunset).

Mr. Daniels stated as far as the use of Old Second, the school has already had assembly uses where they have used the lot and worked well. However, they meet the parking requirements and do not need the collective parking requirements, but they wanted to put this in just in case we come up shy with the parking requirements. There is a direct route through the bank parking lot to the building. It extends along the dumpster in the plan. As far as the conditional use standards are concerned, there are two bases: the first is the 2010 ordinance, possibly being amended. For more clarity, they think we could have a new conditional use. The other conditional use is the assembly use. They are in the position where they would meet higher density needs downtown. You talk about the importance of institutions in the comprehensive plan. The older churches are all included in the comprehensive plan and all these private schools in the area do contribute too.

He stated there is history of schools here, with Plato in this location and in the last year with us in this building. They did use KLOA to do projections/traffic although they have not had issues. Center Street is either residential or institutional. You do have a rear exit for Old National and a small house that might be used for business on Center Street, but it is similar to streets near Elmhurst, on the right a public school and the left a private school. I asked staff to ask the police department to help with street drop offs. The street is not that busy for drop offs. The police and KLOA agreed that drop off should be done on site instead. They can pull in all the traffic from center and have a wide enough drive aisle and load vehicles into the property and have the students exit the vehicles according to a loading plan. Certainly, they can handle a large amount of traffic with three lanes and capacity on Prairie. Approaching the school is one lane, expanding to two towards the library.

Mr. Daniels said you could have between 60-200 people based on occupancies, but there is a difference between building and zoning. For school assembly, nothing out of the ordinary. He said he is Catholic, he went to a Catholic middle school, we worshipped and prayed in the school. It is no different here, but it is on different floors. He mentioned the ADA route. There is a clothes donation box they would like to keep open for the safety of donations and not enclose with the dumpster. In the top right, they note no use of Prairie (referring to site plan on slide). They have a deferred landscape curb that we will install once staff have told us to do it. They want to first get a handle of student loading before landscaping. For student loading we do want to meet with staff and the police annually, so they know our plan and ebb and flow.

The pole sign was mentioned – down the road, it will be a monument sign. Old National has a monument on its building. They would not want to put it on our driveway. There was a parking space that we eliminated during planning, to aid pedestrian traffic. They have the option for a right in/right out if needed.

Mr. Daniel discussed the hours of the day – Uses will not be simultaneous for the school and worship. The prayer will generally be between 12:30 and 2:30. The school closes for an hour before this prayer happens because they need time for people to get into the building. Classes would end and there would not be an after-school program. He mentioned Iftar during Ramadan. As far as the hours during the day, these are estimated. For the purposes of this hearing, they are showing they can handle student loading without relying on Old National. Our analysis is only based on our property – right in, right out and two lanes with 20 ft vehicles. When preparing this slide, he used what he learned in facility planning. They say you should unload in groups of 3. KLOA says it might be easier to load in 6-7. They can fit 6-7 in the lot, have those pull out, and pull the next 6-7 in. They have 11 cars behind the 6 or 7 actively loading. 6-7 come in, children exit the vehicle, once they are clear, the students pull out. They can be directed to a “reserve space” if needed. Any spaced with a D is a drop space [referring to site plan on screen]

He explained how they stick with the 2-3 minute drop off. If half the kids are released at one time and not another, how do we guarantee parents arrive at the same time? There are apps on your phone where ICCD can at any given moment tell the parent when to pick up their child. The parents then come in at that time. If you have children in the same grade, one is in the later grade, you can load them all in the cars. Right now, they park in the spaces and take the kids out. They will not be doing that with the 200 students. This is handled by teachers and volunteers. Where do they park? The E spaces. A lot of the teachers and volunteers have kids at the school. The table here is an interval for the 6-7 cars [referring to slide]. During the noon period, people may be able to park on site. In the afternoon drop off, it is not a peak hour, and it is 50 minutes in the worst-case scenario.

Mark Daniel said they don't share plans too publicly of schools, they are on file with staff. The auditorium is on this slide [Phased Auditorium Expansion Slide]. The capacity of 233 is based on this whole area being an auditorium and not classroom space. We are setting a cap for the analysis. The other assembly space is in the lower level. There are a few numbers there, 52 and 142 [worship and reflection slide]. The use of the area – there are bookcases along the back wall. We anticipate 145-165 people, even though the building occupancy is higher. There is no food or service in this area. People worshipping would move upstairs, this area downstairs is only for reflection. It is a more passive use. The basic standards for conditional use – there is no disturbance from a school in this area. You might see students walking to the library, but there are crosswalks and sidewalks to this area. No demand on public services. They will not interfere with the PACE bus stop. No offensive activities. This was planned for these uses from a parking perspective. The office use can generate traffic and parking demand. You can see the stacking and movement. They are getting cars off the street where no traffic will be blocked.

He stated they are preserving the building because they are asking for variations for the existing building. The 42 parking spaces is more than the school and assembly uses. He makes the note here that if you are willing to allow us to stripe the landscape island in the parking lot, they will install when the city demands it. They need to re-stripe to get to 42 spaces.

He said for the conditional use for a commercial district assembly, there is not much difference in the styles of assembly. [Reading the Conditional Sue for Commercial District Assembly Slide]. A

lot of the same planning occurs that is discussed with the school. Nothing hazardous. Similar conclusions to the school. For the record – they would like the school conditional use to run with the land. For the commercial district assembly, they are planning and contemplating where it will occur; they are ok with this running with the school because the new use could have a different type of assembly use. The Islamic Community Center is something many people from this school belong to; this is not a replacement for the mosque. Please note the Iftar timeframe towards the end – people start to leave around 9:30. 10:30 is when it ends. The time it is most busy is summer solstice.

KLOA is not here tonight to speak, but they will continue working with the petitioner. If they did not get approval by council, they will get an agreement from Old National to get a collective parking agreement and talk about daytime loading and unloading. KLOA will help with that, and they will help with the student loading plan. They use a lot of care in our student loading. Everyone has a radio. Teachers and students advance based on the time in that app. Teachers check students in and out, it is a very meticulous careful process. You have intervals where you have these cars coming in. These are accounted for by groups of classes. PreK and K come in first.

On the variations sought, it is similar. They ask you to preserve what they have. There is hardship with the existing building. They did not plan the site. Prairie was widened after the building was constructed and that is why they are short on setbacks and landscaping. They have multiple front yards, but the code will not define it as a through lot because it is offset. Existing conditions are what we are dealing with. They are not increasing the non-conformity in any respect.

Jose is the architect and will answer any questions. It is important to note the one issue staff will discuss during permitting is the dumpster location. In this photo [on screen] where the cement pad is to the entrance of the property, that is where the dumpsters are now (unscreened). The dumpster in the plan they are proposing is going to be about midway along the parking spaces [on screen]. The relocation south will not be an issue for any reviewer of the plan for substantial conformity.

He has worked with the applicant continuously since April and in July, August, September. The building is a good building for a school of this sort and capable of interior remodeling. Something to remember about schools – children don't forget the area they went to school; they remember all the locations and when they are older, they go back even if they are in a different location. It puts downtown in the minds of hundreds of students over the years. I am happy to answer questions.

Mr. Syed, Petitioner stated they need to use the entire building and they want to work with the city to have a good relationship and make this happen.

John Carlisle, CED Director, gave the staff report. He explained that the petitioners, ICCDA, is requesting to amend Section 12-7-3.K of the Zoning Ordinance, specifically the Commercial Districts Use Matrix. Currently in the C-5 District, conditional use permits allow private schools only in the 800 block of Lee Street (currently the Little Bulgarian School/Center is in this block).

This limitation was established in June 2018 (Ordinance Z-17-18). The requested text amendment would extend the possibility of private schools to the 700 block of Lee Street, but a conditional use would still be required, which means the PZB would hear, and review and the City Council would have to approve any request for such school. Mr. Carlisle went over the Location and Map including Lot Area, Previous and Existing Owners and the Building Exterior. He explained the Site Photos with her proposed Textament. He explained the Site Plan including trash enclosure, parking plan and landscape island. He explained the Existing Aerial and Parking Requirements. Mr. Carlisle explained Principal and Accessory Uses for the property. There is also a Primary Principal use which is the school and a Secondary Principal Use which is the Assembly and an Accessory Use which is for religious functions related to the school. He discussed Commercially Zoned Assembly, maximum occupancy and parking requirements.

Mr. Carlisle discussed the Four Recommended Conditions of Approval for the
CONDITIONAL USE / AMENDED CONDITIONAL USE FOR PRIVATE SCHOOL

1. Notwithstanding the desired maximum number of users, the occupancy load for the building and all rooms utilized by the use shall not exceed the maximum set by the Fire Department and Chief Building Official. This maximum may be increased only through permitted construction and alterations; provided, however, the total attendees shall not exceed the numerical limit set through this conditional use approval. Every room or space that is an assembly occupancy shall have the occupant load of that room or space posted in a conspicuous location, near an exit.
2. The petitioner shall complete the parking lot restriping and landscape project shown on the site plan within 12 months of approval.
3. No on-site food service shall occur unless a code-compliant commercial-grade kitchen were to be installed.
4. Any building or use expansion shall require the Petitioner to obtain a conditional use amendment.

Mr. Carlisle discussed the six Recommended Conditions of Approval for the
CONDITIONAL USE FOR COMMERCIALLY ZONED ASSEMBLY

1. Notwithstanding the desired maximum number of users, the occupancy load for the building and all rooms utilized by the use shall not exceed the maximum set by the Fire Department and Chief Building Official. This maximum may be increased only through permitted construction and alterations; provided, however, the total attendees shall not exceed the numerical limit set through this conditional use approval.
2. Commercially zoned assembly activities, or those worship activities not accessory to the private school, shall occur at different times.
3. The petitioner shall complete the parking lot restriping and landscape project shown on the site plan within 12 months of approval.
4. No on-site food service shall occur unless a code-compliant commercial-grade kitchen were to be installed.
5. Any building or use expansion shall require the Petitioner to obtain a conditional use amendment.

6. The petitioner will publicize on its website and actively distribute to its audience a map of nearby public parking garages, with summary instructions and directions on how to access and any hourly or time restrictions.

Chair Szabo asked how many spaces are the Welkin development and the library?

John Carlisle stated he believe the Welkin is 79, but is not certain, and he is not sure recollect about the library. I

Member Saltenik asked the petitioner about the motivation for the landscaping variation. Why not put in the landscape buffer in the parking area?

Mark Daniel stated the history with parking in the property is that parents would park in the spaces and pull through. They have the circulation plan, but it will allow the school to have some flexibility to figure out how the site flows and provide the option to discuss.

Member Saletnik asked if there is still a lack of confidence about the current scheme working, then why do they want to have flexibility to change it? Why the reluctance?

Mark Daniel stated they don't have a problem installing it, that is not the issue. They will not have enough demand for a few years that would require that.

Member Weaver said I am very happy with the plan for the building. I am certainly fine with having the Islamic School there. You put a lot of thought in how to make it work and the growth plan. However, one thing bothers him and maybe this comes from the City. In a number of number of materials there is a discussion about people in this high-density urban development walking places. Some portion of the students will walk to the location. Yet, Member Weaver finds this plan, which he sees over and over again in suburban planning, is really hostile to pedestrians and walking. The only place you can safely walk in this area are the city sidewalks of Center St, Prairie Ave, Lee St, and that one green stripe you have. If you look at the Old National Site, you have to walk through parking and traffic to go into the bank. The whole bank is centered on the parking lot. They have a door on Lee St, but they have blocked the door. You are supposed to walk through this. Adults going to the bank, no big deal and hope we don't get hit. Here, we are dealing with children. The site is devoid of places to walk. There is no connection to Center St. If someone drops their kids off on Center St or Prairie, they have to walk through the vehicular entrance to the parking areas. It seems really hostile to pedestrian movement, not terribly safe, and we think that the problem is that cars are the solution and use a Spot Hero plan for loading/unloading. You are assuming in our suburban downtown that you have to drive. This is not limited to your plan. There is a lot of good thought done with this, he wishes the school well, but we are guaranteeing no one will walk. Member Weaver is disturbed by that and maybe that is the direction the City points people to.

Mark Daniel stated for zoning purposes, they want to show they can take in all the traffic. They don't talk about our 25% walking. In the submittal, you will see the table with far fewer vehicles coming in the morning and afternoon periods. That relies on 50% have multiple children in the family, 25% walking. For the purposes of zoning, they had to show it could handle traffic

without creating a nuisance. I understand the walkability concern. He stated, in our experience, the parents pay attention to the app. I can't tell you it will pour rain one afternoon and everyone needs a car. You have the worst-case scenario presented. They are showing what would happen if they were all driving.

Member Weaver said the accessible path, you have people going through the back door to the school. The entrance is in the back, theoretically, if you had a wheelchair, you would have to go through the front. Over time, the school will find they need to lock the door because they can't monitor it.

Mark Daniel stated that it has to be monitored. It must be open by federal law.

Member Weaver asked - Is that a paid employee or a volunteer?

Mark Daniel said there is a collection of administrative office people and volunteers.

Mr. Syed stated they have an armed security guard on site, and he will monitor the building.

Member Weaver said this is the high price of making people arrive with cars in the back. It is unfortunate. Shopping centers are also very hostile to pedestrians.

Mark Daniel stated they have a walking aisle on two sides of the parking lot.

Member Weaver said I do think the City ordinance drives you to do this. I don't see a way out of this. You are using every sq ft for vehicular circulation. How would the sidewalk at the top connect to Center Street? There is the most minimum space for walking. It solves your required minimums; the result of the required minimums is that you end up with almost no pedestrian space.

Mark Daniel: There is a city improvement along the Center Street lot line that is pretty thick.

Member Weaver said you have a retaining wall there.

John Carlisle stated the petitioner amended their floor plans with the Lee Street to make it the accessible route to public transportation. You may want to ask the petitioner how the walkers are arriving on foot. They might cross Lee Street to get to that door.

Chair Szabo asked where the retaining wall on Center Street is? And asked if they could put a cut in there somewhere and have a stair go up where the residence used to be with the former bike shop.

Mark Daniel stated that if you look at the main entrance and the gym – the gym extends on the east side of the building. If you exit going westbound, there is a doorway going to the sidewalk, door 2 and 3.

Member Weaver stated that it has a huge, sloped step and concrete. And that is definitely not an accessible route.

Mark Daniel said it has to be the shortest route to the bus station.

Member Weaver stated chances are since you don't have high school students, no one is getting off a PACE bus, but some people with limitations to their walking abilities could potentially come through that side. There is a lot of difficulty getting to the back of the building, whether crossing Lee Street, the parking lot, the Old National Bank. There is no way for someone with mobility impairments to get them in.

Mark Daniel stated the requirement would be that it needs to be a level grade. The access issue - we wanted to avoid impact to that bus stop. The standards do avoid having us change Lee Street. As we sit with Staff and the Police Department, we can have a parent monitor the Lee Street entrance. The parents can monitor that doorway. We are trying to show that we can meet the standard.

Member Weaver said I don't see a way to accomplish walkability for this project. I don't want to vote it down for that. I am disappointed in a lot of places approach to walkability. I have no problems with the school. I think the walkability here is poor and a lot of poor walkability in Des Plaines.

Chair Szabo stated I think it is important to voice your concerns in the record. Any other questions from the board? Anyone in the audience with questions or in favor or objecting. Can I see a show of hands for people objecting? [no hands]

Chair Szabo swore in Daniel Cartalucca, neighbor of the property. He said we are the little triangular building on the corner. We are able to get that re-zoned in the past for the residential use. Tom Weaver and Mr. Cartalucca discussed walkability in the area. We live next door to the building and have since 1993. That greyed out corner on the site plan would be a perfect location for a cut in the wall and make stairs to where Prairie meets Center, with the landscape area there. There used to be a bus bench there and people would use that to step into the parking lot. There is already an existing sidewalk along that building to that location. If they did a staircase there, it would allow people to come from the library rather than walk toward the vehicular entrance. It seems like that would be a logical place. We watched the old brick veneer crumble for a few years, that wall could be dodgy, but it would be a good location for the stairs. We are neighbors of this project and the previous Plato Academy and we are in favor.

Mr. Paeja, Architect for the project stated looking at the area, from the paving it leads to the sidewalk. No pedestrian would be crossing vehicular traffic if that was done. We want anyone who needs to use the ramp to not have to go through the building to leave. That is a way to have people access the street without having them transverse traffic, but that is on city property.

Chair Szabo stated that if the owner is in favor, that would be a big plus.

Daniel Cartalucca: Plato was there, the kids would use the library and playground and would climb that wall. It would be safer to have that here.

Chair Szabo swore in Azif Hussain. He stated I am in favor of the school and the mosque, but with a few exceptions. Security is extremely bad. My three kids went to the school last year. I have given \$50,000 to the school myself. I am very disappointed. Before they make a plan for the mosque, they must have a good security program. Anyone can go to the basement. Doors are

locked all the time upstairs. There is no security often at the site and it is a dangerous situation. The owner of the building has sent me an email about how this would be unsafe, he offers to send the email to the board. You can go anywhere in the building. I have asked several times for a security officer.

There are many issues with the parking lot besides security. He is in favor of the school and mosque with security improvements, with a separate door from the mosque so no one can enter from school to mosque, mosque to school. Many members of the school agreed it is a safety concern and no one has done anything about it. I can take a camera and show you that you can go anywhere in the building.

Chair Szabo stated a possible solution for security might be some kind of closed-circuit camera system to see who is coming and going even if they are not at their posts. That is something the petitioner can discuss with the City.

Mr. Hussain stated I believe there should be a separate entrance for the mosque and the school. It could be a dangerous situation and it needs to be addressed before the school can be in the same building as the mosque.

Chair Szabo swore in Irfan Mohammed. He stated that he is one of the founders of the school. As a board member and parent, we cannot compromise. We are new and we are not sure how to get into the Des Plaines system. We have security doors and alarms and have cameras. We are still figuring out how to make it one entrance/exit and be reasonable to everyone. He is glad you have opened the Prairie entrance. School is segregated from walkers. We haven't seen anyone come without our permission. The school knows who is coming and going, everyone must have an appointment to come into the building. That is the policy. Door 2 and 3, it is possible to separate entrances/exits to the school and mosque.

Mr. Daniel stated they have a computerized door and have a camera already installed. They have a prayer hall open to the public and for the school. There is always room to improve and they are enforcing security with a security guard. The school is planning to have new security for next year.

Mark Daniel wanted to note for the record that they had no problem with conditions recommend by staff.

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to recommend that the City Council the changes to the Text Amendment that involve the 700 Block of Lee Street as drafted by staff.

AYES: Weaver, Hofherr, Saletnik, Szabo
NAYES: None
ABSTAIN: None

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

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to recommend that the City Council amend the Conditional Use Permit for the Private School Use with the four recommend conditions of approval drafted by staff.

AYES: Weaver, Hofherr, Saletnik, Szabo
NAYES: None
ABSTAIN: None

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

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to recommend that the City Council approves the Conditional Use for the Commercially Zoned Assembly with the six conditions of approval drafted by staff.

AYES: Weaver, Hofherr, Saletnik, Szabo
NAYES: None
ABSTAIN: None

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

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to APPROVE the required minimum side yard on Center Street from five feet to two feet.

AYES: Weaver, Hofherr, Saletnik, Szabo
NAYES: None
ABSTAIN: None

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

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to recommend that the City Council approves the five Major Variations involving 12-9-6.d, 12-10-7, 12-10-8.b, 12-11-4.g and 12-11-5.a .

AYES: **Weaver, Hofherr, Saletnik, Szabo**
NAYES: **None**
ABSTAIN: **None**

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

Member Weaver stated that he left out the major variation for the collective parking agreement. He encourages ICCD to keep working with the Old National Bank. He thinks it would be great if you can make good use of all the extra asphalt that is available after hours.

Mark Daniel asked if they could leave that pending and work something out with Old National Bank, could they avoid a reapplication?

John Carlisle stated that the board has made their motion and City Council can make other recommendations.

Chair Szabo asked that minutes include the recommendation in this meeting to add a walkway off Center Street at the corner of Prairie and Center., so they can utilize the sidewalk that runs behind 1445 Prairie Avenue. Strongly recommended.

ADJOURNMENT

The next scheduled Planning & Zoning Board meeting is Tuesday July 25, 2023.

Chairman Szabo adjourned the meeting by voice vote at 9:10 p.m.

Sincerely,

Margie Mosele, Executive Assistant/Recording Secretary

cc: City Officials, Aldermen, Planning & Zoning Board, Petitioners

CITY OF DES PLAINES

ORDINANCE Z - 20 - 23

AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING THE ALLOWANCE OF PRIVATE SCHOOLS IN THE C-5 CENTRAL BUSINESS DISTRICT.

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

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

WHEREAS, Section 12-7-3 of the Zoning Ordinance identifies uses that are permitted by right and those allowed with a conditional use permit in the commercial districts established in the Zoning Ordinance ("**Commercial District Regulations**"); and

WHEREAS, ICCD Academy, NFP ("**Petitioner**"), owner of the property at 733 Lee Street, Des Plaines, Illinois, applied for approval of an amendment to Section 12-7-3 of the Zoning Ordinance to allow "Schools, private - elementary and high school" in the C-5 Central Business District ("**C-5 District**") in the 700 block of Lee Street, with a conditional use permit, where that use is currently limited solely to the 800 block of Lee Street ("**Proposed Amendment**"); and

WHEREAS, a public hearing by the PZB to consider the Proposed Amendment was duly advertised in the Des Plaines Journal on June 21, 2023, and held by the PZB on July 11, 2023; and

WHEREAS, the PZB voted 4-0 to recommend approval of the Proposed Amendment; and

WHEREAS, the PZB forwarded its recommendation in writing to the City Council on July 20, 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 Amendment and amend the Zoning Ordinance as set forth in this Ordinance;

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

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

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

SECTION 2. FINDING OF COMPLIANCE. The City Council finds that consideration of the Text Amendments complies with the provisions of Section 12-3-7 of Zoning Ordinance.

SECTION 3. COMMERCIAL USE MATRIX. Sub-section G, titled “Commercial Use Matrix”, of Section 12-7-3, titled “Commercial District Regulations,” of Chapter 7, titled “Districts,” the Zoning Ordinance is hereby amended to read as follows:

“12-7-3: COMMERCIAL DISTRICTS REGULATIONS:

* * *

K. Commercial Use Matrix:

TABLE 3

COMMERCIAL DISTRICTS USE MATRIX

P = Permitted use

C = Conditional use permit required

*	*	*					
	C-1	C-2	C-3	C-4	C-5	C-6	C-7
Schools, private - elementary and high school					C15		
*	*	*					

Notes:

15. For properties with frontage located on the 700 and 800 block blocks of Lee Street only. Any elementary or high school operating pursuant to a conditional use may also operate kindergarten and pre-kindergarten programs accessory to the school.

* * *

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

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.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Allowing Private Schools in the 700 Block of Lee Street in the C-5 District

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



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: July 27, 2023

To: Michael G. Bartholomew, City Manager

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

Subject: Conditional Use and Major Variations for Private School (Existing Building with Proposed Site/Parking Lot Alterations) at 733 Lee Street: Islamic City Center of Des Plaines Academy (ICCD)

Issue: The petitioner is requesting the following under the Zoning Ordinance: (i) a conditional use to operate a private school with kindergarten and pre-kindergarten programming at 733 Lee Street, or an amendment to the conditional use granted by Ordinance Z-024-10, whichever is necessary; and (ii) variations that address various existing structure, sign, and site conditions as well as proposed partial compliance with parking lot landscaping requirements.

The Council will separately consider approving ordinances for the petitioner's requested zoning text amendments and conditional use for commercially zoned assembly.

PIN: 09-20-200-042-0000, 09-20-200-006-000

Petitioner: ICCD Academy NFP, 733 Lee St., Des Plaines, IL, 60016 (Authorized agent/representative: Mark Daniel, Daniel Law Office, 17W733 Butterfield Road, Unit F, Oakbrook Terrace, IL 60181)

Owner: Trustee of Trust No. 16505, Parkway Bank and Trust Co., 4800 N. Harlem Ave., Harwood Heights, IL 60706 (Beneficiary: ICCD Academy, NFP)

Case Number: #23-038-TA-CU-V

Ward Number: #2, Alderman Colt Moylan

Existing Zoning: C-5, Central Business District

Surrounding Zoning: North: C-5, Central Business
South: R-4, Central Core Residential
East: R-4, Central Core Residential
West: C-5, Central Business

Surrounding Land Uses: North: Office building, City-owned library parking garage
South: Financial institution (Old National Bank) and parking lot

East: Private school
West: Vacant site

Street Classifications: Lee Street is an arterial roadway (IDOT jurisdiction); Prairie Avenue and Center Street are collectors (local jurisdiction).

Comprehensive Plan : The Comprehensive Plan illustrates this site as Higher Density Urban Mix with Residential.

Property/Zoning History: This subject property/zoning lot is 33,177 square feet (just greater than .75 acres) and consists of two parcels. The lot is separate from both the small triangular lot and building at 1445 Prairie (not connected), as well as the lot and building at 749 Lee (currently Old National Bank; also not connected). The building on the subject property consists of three usable floors: a basement, first floor, and second floor. In addition, there is a surface parking lot in the east (rear), currently striped with 38 parking spaces per the Plat of Survey, accessible from Center Street. In 2010, Ordinance Z-024-10 (see attached) granted the subject property a conditional use to operate a school. This approving ordinance was requested at the time by Plato Academy, which occupied the building for several years before moving to 915 Lee Street. Plato shared the building with office tenants, notably the Greek American Restaurant Association. When Plato vacated, the office use remained. The petitioner purchased the property in 2022.

The petitioner approached staff in 2022 about opening Islamic City Center of Des Plaines Academy (ICCDa). The current Zoning Ordinance does not allow private schools in the 700 block of Lee (restriction was put in place in 2018), which the petitioner is proposing to change through requested text amendments. Nonetheless, at the time staff reviewed with the General Counsel and determined that the approving conditional use ordinance from 2010 was written to run with the property and could be transferred to the same use – a private school – even though the new owner/operator was different than the original petitioner. Further, Section 12-3-4.H.3 states, “...a conditional use shall be deemed to relate to, and be for the benefit of, the use and lot in question, rather than the owner or operator of such use or lot.” Therefore, the petitioner has been utilizing the conditional use for their operations and building, bound to the restrictions of being a legal nonconforming use (Section 12-5-5) and adherence to all conditions and limitations of the 2010 approval. The City and the petitioner entered into an agreement, dated August 30, 2022, which reinforced that all conditions and parameters of the approving ordinance would apply to ICCDA. These parameters included (i) using only portions of the floor plan illustrated in the approving ordinance for school purposes; (ii) limiting enrollment to no more than 60 students, as this was represented by Plato Academy when they received original approval; (iii) maintaining unobstructed windows, except for uniform, non-permanent window treatments; and (iv) remaining willing to work with the City if any traffic issues arise. The City issued a business registration in September 2022 to allow school occupancy for the 2022-2023 academic year, and the school subsequently opened.

CONDITIONAL USE / AMENDED CONDITIONAL USE

Request Description: Assuming text amendment approval to allow private schools in the 700 block

of Lee Street, ICCDA is requesting conditional use approval that would grant them the ability to operate their private school, as the primary principal use of the zoning lot, in a larger portion of the building with more students than they have currently. In the event the requested text amendment is not approved, ICCDA requests consideration of an amendment to the original conditional use to achieve the desired expansion of school operations.

Private school

The petitioner completed their first fall-to-spring main academic year in June 2023 and is currently providing summer programming. ICCDA has a traditional academic and religious curriculum, meaning that worship activities involving students, families, and staff are intrinsic and accessory to the school. The petitioner is particularly interested in using the basement and the second floor for school-related activities (notwithstanding whether they obtain permission to conduct commercially zoned assembly) and operations based on the following:

- An allowance of *up to* 233 students, pre-K through eighth grade, exclusive of volunteers and staff
- An expanded number of classrooms (20, including art rooms and science or other labs), on both the first and second floors
- An auditorium on the second floor and prayer/worship area(s) in the basement; these areas would be part of the daily school curriculum but also serve as the proposed commercially zoned assembly area (separate discussion included in the staff report for Ordinance Z-22-23).

This table outlines approximate days and times of programming in the building.

Activity	Days/Purpose	Time
General school hours	Monday-Thursday	8 a.m.-4 p.m.
	Friday	8 a.m.-2 p.m.
	Saturday-Sunday	9 a.m.-2 p.m.
General before-school program	Weekdays	7-8 a.m.
General after-school program	Monday-Thursday	4-6:30 p.m.
	Friday	2-6:30 p.m.
General staff & janitorial arrival	Weekdays	5:30-7:30 a.m.
Planned Drop-off Period	Weekdays	7:30-8:45 a.m.
	Saturday-Sunday	8:30-9:30 a.m.
Planned Pick-up Period	Monday-Thursday	3:30-4:30 p.m.
	Friday	1:30-2:30 p.m.
	Saturday-Sunday	1:30-2:30 p.m.
Ramadan (Iftar)	Assembly*	6-10:30 p.m.

**A secondary principal use, not necessarily accessory to the school*

Drop-off and Pick-up Operations

The petitioner has provided a detailed description and graphical depiction of drop-off and pick-up of students, using the property’s on-site parking lot, with vehicles entering from and exiting to Center Street. In a typical day, the

combined drop-off and pick-up duration is two hours and 15 minutes, per the provided table and description, and the periods would not overlap with staff arrival and departure. ICCDA employees would be assigned parking spaces in locations that would have the least potential conflict with the temporary lanes. The drop-off and pick-up locations within the parking lot intuitively allow the younger students and their parents the nearer positions to the door, and the plan identifies that staff from the school would be outside the building during the periods to help manage the flow.

The attached plan includes observations, data, and projections prepared with the engineering firm KLOA and grounded in the makeup of the current student population. Because of the school's tendency to enroll multiple students from a single family, the petitioner expects that the number of vehicles circulating through a pick-up or drop-off would not exceed half, or 50 percent, of the enrollment. Further, they project that approximately 15 percent of students will walk to school. Finally, the petitioner expresses willingness to work with the Police Department to the extent necessary or required. It is worth noting Police and other City staff do not support the incorporating *on-street* loading on any of the adjacent streets: Lee, Prairie, or Center. However, it is also worth noting that upon receiving this comment in staff review prior to the public hearing, the petitioner revised their plans to make the fullest and most deliberate possible use of their parking lot and drive aisles.

Building Safety and Occupancy

The most salient consideration in allowing the desired student enrollment in staff's view is the remodeling or retrofitting the building such that classrooms and all school-occupancy spaces have sufficient hallway widths to provide means of egress. In the past, this building has been a mix of school and office occupancies; it is now proposed to be school and assembly (worship). The Building and Fire Prevention Divisions have worked extensively with the petitioner and their architect to advise on floor plans with dimensions that could allow the occupancy to approach what the petitioner desires. However, while the attached floor plans are provided for zoning consideration, they should not be considered building permit-ready drawings. In fact, staff recommends a condition that while the maximum desired student enrollment of 233 could eventually be reached in the future under conditional use approval, the occupant load of the building cannot exceed the maximum established by the Chief Building Official and Fire Prevention Bureau; plans may be altered, and the occupant load may be increased, if required alterations are made.

Off-Street Parking

The petitioner's plans show a restriped parking lot that increases the number of spaces from the current striping: from 38 currently to 42. The addition stems from the ability to design the accessible parking area more efficiently because of recent updates to the Illinois Accessibility Code. Further, the property lies in the C-5 District. Section 12-9-1 instructs "... no off-street parking shall be required for the first two thousand five hundred (2,500) square feet of a *use*... in the C-5 central business district." The petitioner is proposing two principal uses – private school (primary) and commercially zoned assembly (secondary) – and the sum of both minimums will establish the overall minimum. However, Ordinance allows the 2,500-square-foot deduction from each use. The rationale is that as the central business district C-5 is different from other areas of Des

Plaines because of the availability of public parking garages and public transportation, as well as residential density that lends itself to households walking and having a reduced need to drive and park.

The table below breaks down the minimum requirements for both a private school and a commercially zoned assembly, which must be summed to determine the total requirement. In summary, the total requirement is 39 spaces, and 42 are proposed to be provided, after parking lot improvements (restriping, addition of landscape island), so the requirement would be met.

Use, Required Ratio	Floor Area	Required parking
Private School (in this case “Elementary School”): 1 space for each classroom, plus 1 space per 200 square feet of area devoted to offices	<ul style="list-style-type: none"> • Office: (all excluded because of C-5 District) • 20 classrooms 	20 spaces
Commercially zoned assembly (in this case, “Place of Worship”): <ul style="list-style-type: none"> • 1 space for every 5 seats in the main auditorium, sanctuary, nave or similar place of assembly and other rooms ... which are to be occupied simultaneously. • In cases where there is no affixed seating, 1 space shall be provided for every 60 square feet of floor area. 	<ul style="list-style-type: none"> • Assuming maximum number of seats in the auditorium (60): 12 spaces. • Assuming simultaneous occupancy of the prayer area: 2,904 square feet – 2,500 square feet for C-5 exemption = 404 square feet / 60 = 6.73 spaces (rounds up to 7) 	12 for auditorium + 7 for prayer area = 19 spaces
	Total Required	39 spaces
	Total Proposed	42 spaces

Finally, regarding the refuse/dumpster, the existing dumpster is nonconforming, as it not enclosed. The site plan shows building a dumpster enclosure, which should bring the structure into conformance. The height and materials of the enclosure are not indicated on the site plan but would be regulated by Section 12-10-11.

MAJOR VARIATIONS

Request Description:

The petitioner is electing to seek several variations related to existing conditions of the building and property, specifically its required yards (setbacks), parking lot, on-site and off-site/parkway landscaping, and signs. The reduction of the required side yard along Center Street from five feet to two feet has already been approved by the PZB (Standard Variation). The remaining requests are Major Variations and require City Council approval.

For this irregular corner lot, the front yard extends from the west lot line where it abuts Lee, the rear yard extends from the east lot line (Center), and there are three side yards: from the south lot line, which borders the Old National Bank parking and drive-through area; from the north lot line, which abuts Prairie; and from the west lot line portion that does not abut Lee but instead separates the ICCDA parking lot from the Old National parking lot. Based on real estate listing information,¹ the building was built originally in 1957 and renovated in 1977. Not surprising, the building is a nonconforming structure in multiple ways.

While the variations requested may not be essential to entitling the operation of the school or assembly, they allow the petitioner to retain certain physical characteristics and make reasonable enhancements while not being required to comply strictly with current Ordinance requirements. In particular, with the existing parking lot nonconforming regarding various minimum curb and landscaping uses, adding new striped spaces to it could be considered intensifying the nonconformity and requiring a full upgrade to strict adherence.

Therefore, the petitioner is seeking variation to allow a partial upgrade but not installing perimeter buffer strips at the south or west lot lines. The necessary variation requests are shown in the following table.

<i>Related to Parking Lot Design and Landscaping</i>		
Section	Requirement	Proposed
12-9-6.D.	Install curb at least 3.5 feet from property lines at the parking lot perimeter.	Existing conditions: The south and west perimeters would not have curb.
12-10-7	Parkway landscaping and trees with species and amounts as specified (applies here only in a small portion at near the corner of Prairie and Center)	Existing conditions in the area where the regulation is relevant.
12-10-8.B.	Install perimeter parking lot landscaping at the south and western edges of the parking lot/lot lines	As shown in the site plan, install an interior landscape island but do not install perimeter landscaping at the south and west edges of the parking lot.

¹ Loopnet (2023). Accessed July 6, 2023 at <https://www.loopnet.com/Listing/733-Lee-St-Des-Plaines-IL/3989538/>

<i>Related to the Existing Pole Sign near Center Street</i>		
12-11-4.G	Pole and monument signs shall be required to provide and maintain landscaping at the base of the sign	Existing conditions: no landscaping
12-11-5.A.	No pole sign shall be constructed closer than five feet (5') from any property line.	Existing conditions: sign installed at lot line

Planning and Zoning Board (PZB) Recommendation: The PZB held a public hearing on July 11, 2023, to consider the proposed conditional use and variations, and *recommended* by a 4-0 vote that the City Council approve the conditional use for private school and major variations as presented by the petitioner, with the conditions recommended by staff.

Regarding variations, the reduction of the required five-foot side yard along Lee Street was reduced to two feet, and as a Standard Variation, this reduction fell within the PZB’s purview and is already approved.

Chair Szabo asked the Council to be aware of the Board’s recommendation to add a walkway, with a cut in the retaining wall if possible, to connect the property with the corner of Prairie and Center, as it would aid pedestrian access and circulation, especially for students. The full rationale for the PZB’s vote is captured in the draft minutes for the Board’s July 11, 2023, meeting. These draft minutes are attached.

Recommended Conditions of Approval

1. The total student enrollment for the Private School may not exceed 233 students; provided, however, the occupancy load for the School Building and all rooms utilized by the Private School may not exceed the maximum building occupancy (including staff) set by the City’s Fire Marshall and Chief Building Official based on the actual conditions and accessibility features of the School Building. This may require the Operator to restrict the enrollment of the Private School below the maximum enrollment number the School Building can, in the determination of the Fire Marshall and the Chief Building Officer, safely accommodate. The Operator will be required to submit plans for all building alterations and accessibility improvements to the City’s Building Division for review and approval before the occupancy load may be increased. The occupancy load of every room or space within the School Building to be used for assembly occupancy must be posted in a conspicuous location, near an exit.
2. The Operator must complete all improvements to the Subject Property’s parking lot depicted on the Site Plan no later than 12 months after the approval of this Ordinance.
3. No on-site food service may be conducted on the Subject Property unless and until a code-compliant commercial-grade kitchen is installed within the School Building.
4. Any expansion to the School Building or to the physical space to be used by the Private School on the Subject Property will require the Operator to obtain an amendment to the Conditional Use Permit granted by this Ordinance.

City Council Action: Pursuant to Sections 12-3-4 and 12-3-6, the Council may approve, approve with modifications, or deny Ordinance Z-21-23, which would grant a conditional use for ICCDA to operate a private school at 733 Lee, subject to conditions, and would grant major variations as expressed within the Ordinance.

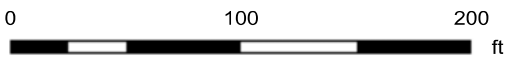
Attachments:

- Attachment 1: Location and Aerial Map
- Attachment 2: Site and Context Photos
- Attachment 3: Ordinance Z-024-10²
- Attachment 4: Responses to Standards for Conditional Use
- Attachment 5: Responses to Standards for Variation
- Attachment 6: Chair Szabo PZB Recommendation Letter
- Attachment 7: Excerpt of Approved Minutes from the July 11, 2023 PZB Meeting

Ordinance Z-21-23

- Exhibit A: Operational Plan
- Exhibit B: Land Title Survey
- Exhibit C: Student Loading and Stacking Plan
- Exhibit D: Floor Plans
- Exhibit E: Site Plan
- Exhibit F: Unconditional Agreement and Consent

² 2022 compliance agreement between City and owner/petitioner available upon request to City staff.



Print Date: 7/5/2023

Notes

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

Site and Context Photos



Looking east from Prairie at Lee



Center Street parking lot entrance, looking north



On-site parking area, rear entrance



Neighboring property parking lot (749 Lee), looking northeast

CITY OF DES PLAINES

ORDINANCE Z - 24 - 10

AN ORDINANCE ALLOWING FOR A CONDITIONAL USE PERMIT TO PERMIT A COMMERCIAL SCHOOL AT 733 LEE STREET, DES PLAINES, ILLINOIS. (CASE #10-054-CU).

WHEREAS, application was made by Plato Academy to the City of Des Plaines Department of Community Development for authorization by the City Council of a Conditional Use Permit to permit a private school (commercial school) under Section 7.3-8 C. of the Zoning Ordinance at 733 Lee Street in Des Plaines, Illinois; and

WHEREAS, the existing zoning is C-5, Central Business District; and

WHEREAS, within fifteen (15) days of the receipt thereof, said application was referred by the Department of Community Development to the Zoning Board of Appeals of the City of Des Plaines; and

WHEREAS, within ninety (90) days from the date of said application a public hearing was held by the Zoning Board of Appeals on September 28, 2010 pursuant to publication in the Des Plaines Journal on September 10, 2010 and notice was mailed to all property owners within 300 feet of the subject property of the consideration of the Conditional Use so proposed by the Petitioner; and

WHEREAS, said hearing of the Zoning Board of Appeals was held September 28, 2010 pursuant to notice published as required by law, wherein competent testimony and evidence was given with respect to how said Petitioner intended to meet the provisions of the Zoning Ordinance. On September 28, 2010, said Zoning Board of Appeals filed written reports to the Mayor and City Council of such testimony and evidence and their recommendations approving, by a vote of 6-0, a private school (commercial school) under Section 7.3-8 C. of the Zoning Ordinance, in a C-5, Central Business District, at 733 Lee Street, Des Plaines, Illinois; and

WHEREAS, said petitioner made certain commitments to the Zoning Board of Appeals with respect to the requested Conditional Use Permit, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting this request for a Conditional Use Permit subject to certain terms and conditions; and

WHEREAS, the City Council has studied the respective written reports of the Zoning Board of Appeals, together with the applicable standards set forth in the Zoning Ordinance, the Staff Report dated September 30, 2010, including the Conditional Use Application completed by the Petitioner, together with the exhibits to the Staff Report, which include a Location Map, Site and Context Photos, a Plan of Operation, the draft Zoning Board of Appeals Board minutes of September 28, 2010, and the Letter from the Zoning Board of Appeals to the Mayor and City Council, which form part of the basis for this ordinance;

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

SECTION 1: That the recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this Ordinance. The Conditional Use granted herein is consistent with and the same as a “special use” within the meaning of Public Act 94-1027.

SECTION 2: That based upon the written reports of the Zoning Board of Appeals, the applicable standards set forth in the Zoning Ordinance, the representations to the Zoning Board of Appeals made by the Petitioner, the Plat of Survey for 733 Lee Street, prepared by John M. Henriksen, dated September 11, 2004, a copy of which is attached hereto and made a part hereof as Exhibit “A,” and the Floor Plan and Site Plan submitted by Venus Campanelli, dated September 7, 2010, copies of which are attached hereto and made a part hereof as Group Exhibit “B,” the City Council hereby grants a Conditional Use Permit to permit a private school (commercial school), under Section 7.3-8 C. of the Zoning Ordinance, in a C-5, Central Business District, at 733 Lee Street in Des Plaines, Illinois.

SECTION 3: That the following Limitations on Conditional Uses shall apply in accordance with the City of Des Plaines Zoning Code, Sections 3.4-8 “Limitations on Conditional Uses” and 3.4-9 “Effect of Approval”.

3.4-8: A. No conditional use permit shall be valid for a period longer than one year unless a building permit is issued and construction is actually begun within that period and is thereafter diligently pursued to completion. However, the City Council may extend the one-year period to a mutually agreed upon time.

B. The approval of a proposed conditional use permit by the City Council shall be deemed to authorize only that particular use at that particular location for which the conditional use was issued.

C. Except when otherwise provided for, this Ordinance, a conditional use shall be deemed to relate to, and be for the benefit of, the use and lot in question, rather than the owner or operator of such use or lot.

3.4-9: The approval of a conditional use permit application by the City Council shall not authorize the development, construction, reconstruction, alteration or moving of any building or structure, but shall merely authorize the preparation, filing and processing of applications for such permits or approvals as may be required by the regulations of the City, including but not limited to a Zoning Certificate and a building permit.

SECTION 4: The Zoning Board of Appeals recommendations, findings and conditions found in the September 28, 2010 memorandum from Arnie Seegers, Chairman of the Zoning Board of Appeals, are incorporated herein by reference as if fully set forth herein.

SECTION 5: That the property at 733 Lee Street, which is the subject of this Ordinance, is legally described in Exhibit "1," a copy of which is attached hereto and made a part hereof.

PINs: 09-20-200-042

SECTION 6: That granting of the Conditional Use Permit for the address of 733 Lee Street is granted upon the conditions set forth below. Upon failure of the petitioner to act upon this authorization within twelve (12) months of the date of this Ordinance, the granting of the Conditional Use Permit for the subject property shall be automatically revoked; provided, however, that upon request in writing of the petitioner prior to the expiration of the twelve (12) month period, the City Council may at any time, or from time to time by ordinance duly adopted at any meeting of the City Council, extend said period of time. In addition to the foregoing, the Petitioner must meet the following condition:

1. The exterior glass windows shall remain unobstructed, other than uniform, non-permanent window treatments.
2. The Petitioner shall remain willing to work with the City if traffic issues arise in the future.

SECTION 7: That any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or resists the enforcement of any of the provisions of this

Ordinance shall be fined not less than Seventy-five Dollars (\$75.00) or more than Seven Hundred and Fifty Dollars (\$750.00) for each offense. Each and every day that a violation of the Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. That any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

SECTION 8: That within 60 days of the passage of said Ordinance, the executed, original Ordinance shall be returned to the City Clerk's office.

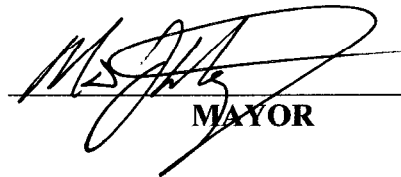
SECTION 9: If any paragraph, section, clause or provision of this ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the contract.

SECTION 10: That 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 1st day of November, 2010.

APPROVED this 1st day of November, 2010.

VOTE: AYES 5 NAYS 3 ABSENT 0


MAYOR

ATTEST:


CITY CLERK

Published in pamphlet form this
1st day of November, 2010.

Approved as to form:

Abria J. Ludwig
CITY CLERK

David R. Wiltse
David R. Wiltse, City Attorney

I, VENUS CAMPANELLO being the owner or other party in interest of the property legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the subject property in accordance with the terms of this Ordinance.

Dated: 11-3-10

Venus Campanello
(Signature)

Legal\Ord\Special\CU\733 Lee St Commercial School

LEGAL DESCRIPTION

733 LEE STREET
DES PLAINES, ILLINOIS

LOT 12 (EXCEPT THAT PART TAKEN FOR STREET) IN BLOCK 8 AND LOT 1 IN BLOCK 9 TAKEN AS A TRACT AND EXCEPTING THEREFROM THAT PART OF SAID LOTS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHWESTERLY LINE OF LOT 12, 22 FEET SOUTHWESTERLY OF THE MOST NORTHERLY CORNER OF SAID LOT; THENCE SOUTHWESTERLY ALONG NORTHWESTERLY LINE OF LOT 12, 16 FEET; THENCE SOUTHEASTERLY ON A LINE PARALLEL TO THE NORTHEASTERLY LINE OF LOT 12 AND SAID NORTHEASTERLY LINE EXTENDED TO AN INTERSECTION WITH THE PRESENT SOUTHWESTERLY LINE OF PRAIRIE AVENUE; THENCE NORTHERLY ALONG SAID SOUTHWESTERLY LINE OF PRAIRIE AVENUE TO AN INTERSECTION WITH A LINE 22 FEET SOUTHWESTERLY OF AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID LOT 12; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE TO THE PLACE OF BEGINNING, AND ALSO EXCEPTING THEREFROM THAT PART THEREOF LYING SOUTHERLY OF THE NORTHERLY LINE OF LOT 2 IN BLOCK 9 PRODUCED EASTERLY IN A STRAIGHT LINE AND EXCEPTING THEREFROM THAT PART THERE OF LYING SOUTHEASTERLY OF A LINE 173 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOTS AND LYING WESTERLY OF THE PRESENT WESTERLY LINE OF PRAIRIE AVENUE).....

LOT 2 EXCEPT THE NORTHWESTERLY 138 FEET 5 INCHES THEREOF, IN BLOCK 9.....

LOT 3 EXCEPT THE NORTHWESTERLY 138 FEET 5 INCHES THEREOF, IN BLOCK 9.....

ALL THAT PART OF LOT 12 IN BLOCK 8 WHICH LIES SOUTHERLY OF THE NORTHERLY LINE OF LOT 2 IN BLOCK 9 (PRODUCED EASTERLY IN A STRAIGHT LINE).....

THE SOUTHEASTERLY HALF OF LOT 17 IN BLOCK 9.....

ALL IN PARSON AND LEE'S ADDITION TO DES PLAINES, BEING A SUBDIVISION OF LOTS 72, 73, 74, 139, 140, 141, 142, 143, 144, 145, 174, 175, 176 AND 177 IN THE TOWN OF DES PLAINES (FORMERLY TOWN OF RAND) AND PARTS OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1873 AS DOCUMENT NO. 98703 IN COOK COUNTY, ILLINOIS.

AREA:
33,158.71 sq. ft.
0.76 acres

Exhibit "1"



PLAT OF SURVEY

BY
JOHN M. HENRIKSEN
58 BROADWAY DES PLAINES, ILLINOIS 60016
647-795-8301

OF
LOT 12 (EXCEPT THAT PART TAKEN FOR STREET) IN BLOCK 8 AND LOT 1 IN BLOCK 9 TAKEN AS A TRACT AND EXCEPTING THEREFROM THAT PART OF SAID LOTS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHWESTERLY LINE OF LOT 12, 22 FEET SOUTHWESTERLY OF THE MOST NORTHERLY CORNER OF SAID LOT, THENCE SOUTHWESTERLY ALONG NORTHWESTERLY LINE OF LOT 12, 16 FEET, THENCE SOUTHEASTERLY ON A LINE PARALLEL TO THE NORTHEASTERLY LINE OF LOT 12 AND SAID NORTHEASTERLY LINES EXTENDED TO AN INTERSECTION WITH THE PRESENT SOUTHWESTERLY LINE OF PRAIRIE AVENUE, THENCE NORTHERLY ALONG SAID SOUTHWESTERLY LINE OF PRAIRIE AVENUE TO AN INTERSECTION WITH A LINE 22 FEET SOUTHWESTERLY OF AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID LOT 12; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE TO THE PLACE OF BEGINNING, AND ALSO EXCEPTING THEREFROM THAT PART THEREOF LYING SOUTHERLY OF THE NORTHERLY LINE OF LOT 2 IN BLOCK 9 PRODUCED EASTERLY IN A STRAIGHT LINE AND EXCEPTING THEREFROM THAT PART THEREOF LYING SOUTHEASTERLY OF A LINE 173 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOTS AND LYING WESTERLY OF THE PRESENT WESTERLY LINE OF PRAIRIE AVENUE;...

LOT 2 EXCEPT THE NORTHWESTERLY 138 FEET 3 INCHES THEREOF, IN BLOCK 9....

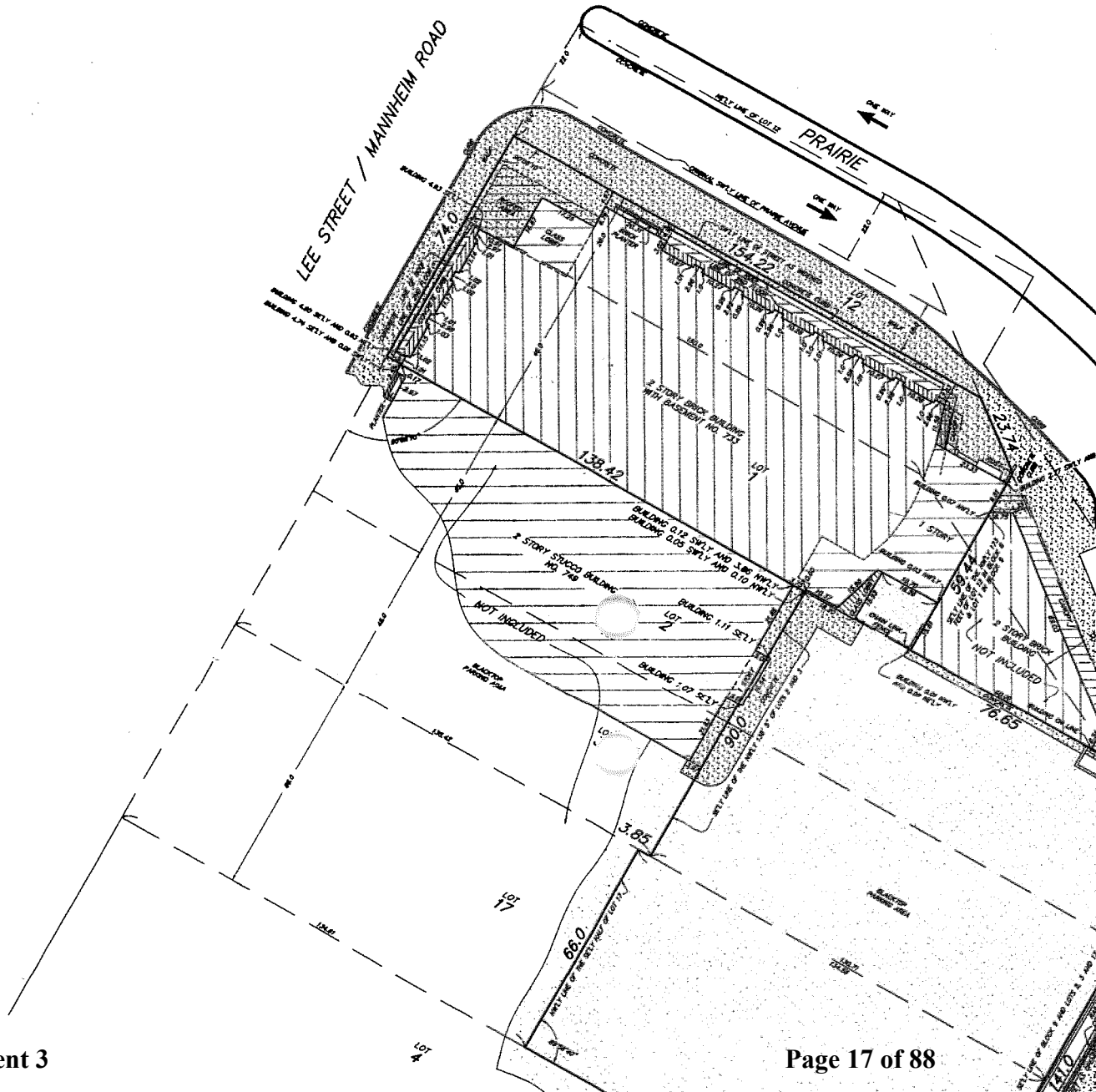
LOT 3 EXCEPT THE NORTHWESTERLY 138 FEET 3 INCHES THEREOF, IN BLOCK 9....

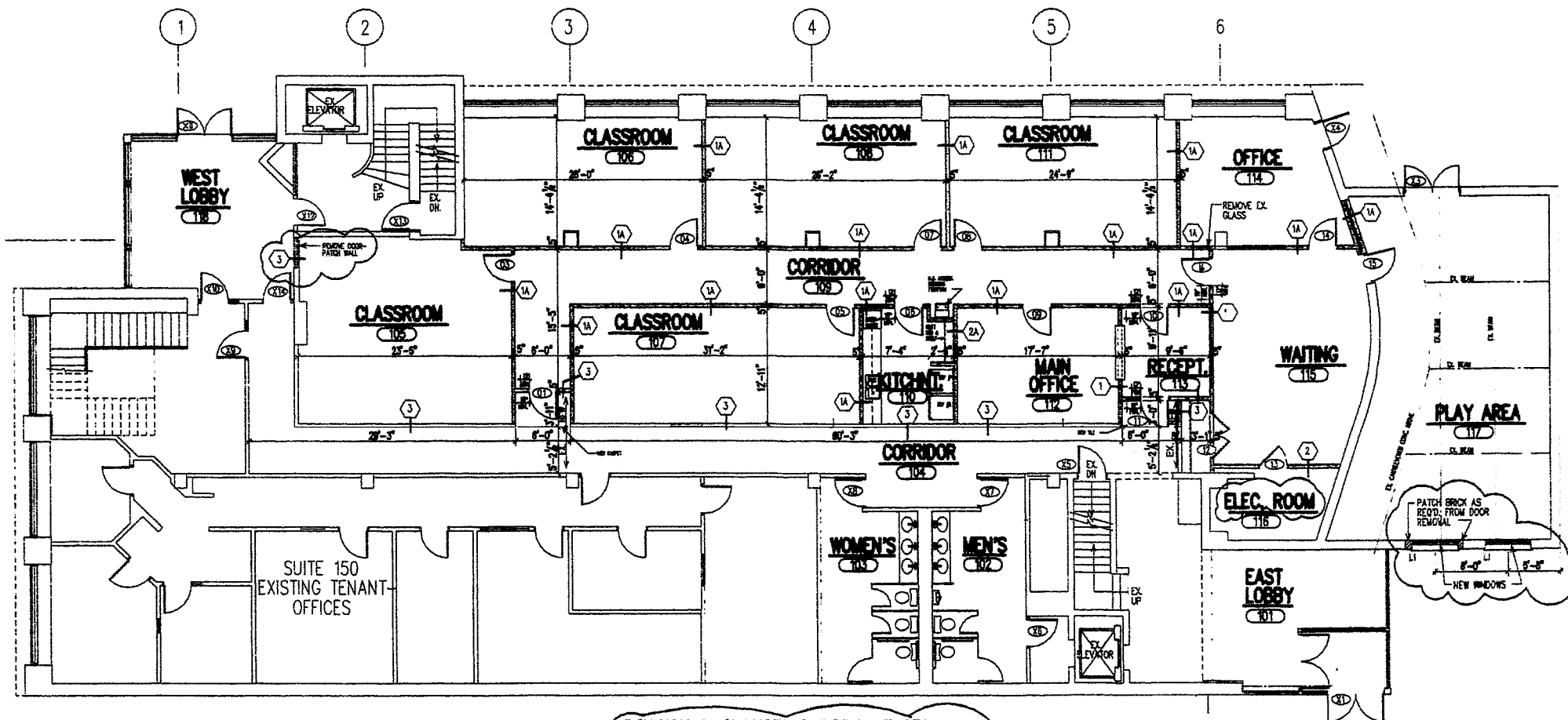
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AREA:
33,158.71 sq. ft.
0.76 acres

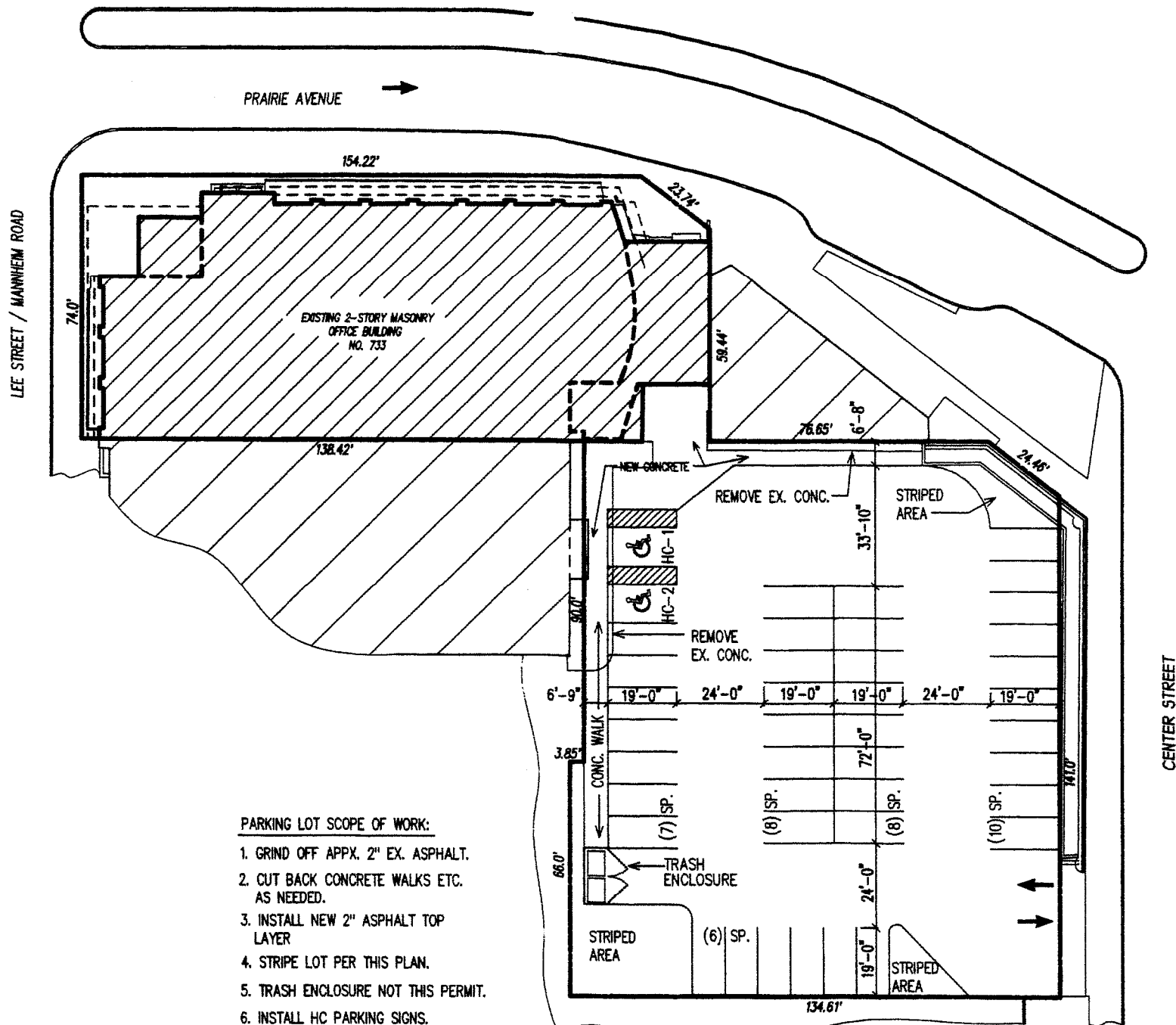




FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

REVISION 1: CHANGED PARTITION TYPES TO REFLECT NEW FIRE SPRINKLER SYSTEM

Group EXHIBIT B



PARKING LOT SCOPE OF WORK:

1. GRIND OFF APPX. 2" EX. ASPHALT.
2. CUT BACK CONCRETE WALKS ETC. AS NEEDED.
3. INSTALL NEW 2" ASPHALT TOP LAYER
4. STRIPE LOT PER THIS PLAN.
5. TRASH ENCLOSURE NOT THIS PERMIT.
6. INSTALL HC PARKING SIGNS.

Group EXHIBIT B

SITE PLAN
SCALE: 1" = 40'



City of Des Plaines

Cook County, Illinois

CERTIFICATE OF ZONING

This certifies that the proposed building, structure and/or land use complies with all the zoning ordinances of the City of Des Plaines.

for Plato Academy
(Name of Owner)

at 733 Lee Street, Des Plaines, IL
(Location covered by this certificate)

PIN NO. 09-20-200-042-0000

is located in the C-5, Central Business District Zoning District

and may be legally used for any specified permitted uses subject to the terms of
the Conditional Use for a Commercial School

City Ordinance Z-24-10

Zoning Case No. 10-054-CU

Dated: November 3, 2010

By: *mtube*
Director of Community Development

IT IS UNLAWFUL TO IMPROVE THIS LAND OR USE EXCEPT AS HEREIN SPECIFIED

KEEP THIS CERTIFICATE WITH YOUR DEED AND OTHER VALUABLE PAPERS



City of Des Plaines

Office of the City Clerk

1420 Miner Street
Des Plaines, IL 60016
Tel: 847-391-5311
Fax: 847-391-5439

MEMORANDUM

Date: November 3, 2010

To: Martin Bourke
Interim Director of Community & Economic Development

From: Gloria J. Ludwig *GJL*
City Clerk

Subject: Plato Academy
733 Lee Street
Conditional Use Permit (Case #10-054-CU)

Marty,

Attached is a copy of Ordinance Z-24-10 which has been fully executed by all parties. Please issue a Conditional Use Permit and forward a copy of it to my attention.

Thank you.

**COMPLIANCE AGREEMENT
BETWEEN THE CITY OF DES PLAINES AND ICCD ACADEMY, NFP
(733 LEE STREET)**

THIS AGREEMENT is made as of August 30, 2022 ("**Effective Date**") by and between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation ("**City**"), and the **ICCD ACADEMY, NFP**, an Illinois not-for-profit corporation ("**ICCD Academy**"). In consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and ICCD hereby agree as follows:

Section 1. Background.

A. ICCD Academy is the owner of that certain commercial office building located at 733 Lee Street in the City of Des Plaines ("**Subject Property**") which is located in the City's C-5 Central Business District.

B. ICCD Academy operates a private elementary school ("**School**") and desires to move the operations of the school to the Subject Property.

C. ICCD Academy's proposed school would be classified as a "School, private – elementary and high school" under the Des Plaines Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**") and is not an allowable use in the C-5 Central Business District at the specific location of the Subject Property.

D. However, City Ordinance Z-024-10, approved November 1, 2010 granted a conditional use for the operation of a private school on the Subject Property ("**Prior Ordinance**") and the Parties agree that the zoning entitlements granted by the Prior Ordinance run with the Subject Property.

E. ICCD Academy desires to memorialize its consent and agreement to operate the School on the Subject Property in accordance with the terms and conditions of the Prior Ordinance as well as specific conditions imposed by the City's Zoning Administrator.

F. The City is willing to allow the commencement and continued operation of the School on the Subject Property on a temporary basis conditioned on ICCD Academy's compliance with the requirements and obligations set forth in this Agreement.

Section 2. Compliance with Prior Ordinance and Requirements of Building Commissioner.

A. Operating Requirements. ICCD Academy acknowledges and agrees that it may only establish and operate the School on the Subject Property so long as it remains in full compliance with the operational conditions set forth in that certain letter prepared by John Carlisle, the City's Zoning Administrator, dated as of August 23, 2022, a copy of which is attached to, and by this reference made a part of this Agreement as **Exhibit A** ("**Compliance Letter**").

B. Continued Operation. The City acknowledges and agrees that so long as ICCD Academy abides by the requirements of the Compliance letter, it may initiate and continue operations of the School on the Subject Property through and until June 15, 2023. After that date,

ICCD Academy must cease operations of the School unless and until it has complied with all conditions set forth in the "**BUILDING**" section of the Compliance Letter.

C. Expansion or Alteration of School Use. ICCD Academy acknowledges and agrees that if it desires to expand the operations of the School on the Subject Property beyond the operational restrictions set forth in the Prior Ordinance it will be required to apply for and obtain relief from the City's Zoning Ordinance, including, without limitation (i) a Zoning Ordinance Text Amendment to allow school uses to operate on the 700 block of Lee Street; and (ii) a conditional use for a "School, private – elementary and high school" on the Subject Property.

Section 3. City's Reserved Rights. The City's execution of this Agreement does not constitute a waiver of any other legal rights or authority the City may possess. The City hereby reserves and affirms its continuing right to enforce all criminal, health, safety, building, and property maintenance laws, ordinances, and regulations against ICCD Academy and the Subject Property, and to pursue all remedies afforded to it under law.

Section 4. General Provisions.

A. Indemnification. ICCD Academy hereby agrees to release, defend, indemnify, and hold harmless the City, its officers, agents, servants, officials, attorneys, employees, and representatives from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, and judgments of any and all nature and kind whatsoever, including without limitation costs, expenses, and attorneys' fees, to the extent arising out of, occasioned by, connected with, or in any way attributable to the approval of this Agreement by the City or the performance any actions on the part of the City required by this Agreement.

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. 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 rights, remedies, and benefits allowed by law.

D. Non-Waiver. The City will not be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to it may not be deemed or construed to be a waiver of that right, nor will the failure void or affect the City's right to enforce that right or any other right.

E. Governing Law; Venue. This Agreement will be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

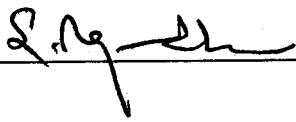
G. Authority to Execute. The City hereby warrants and represents to ICCD Academy that the Person executing this Agreement on its behalf has been properly authorized to do so by the Ordinances of the City of Des Plaines. ICCD Academy warrants and represents to the City that the Persons executing this Agreement on its behalf have been properly authorized to do so by its managers and governing documents.

H. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any Person may be made, or be valid, against the City or ICCD Academy.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this Compliance and Temporary Enforcement Abeyance Agreement, as of the Effective Date of this Agreement.

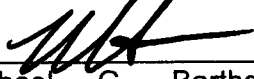
ICCD ACADEMY, NFP, an Illinois not-for-profit corporation

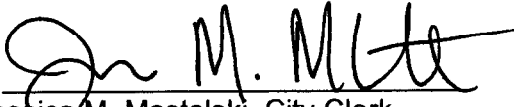
By: 
Signature

NAYEEN SYED
Print Name

Its: Secretary
Title

THE CITY OF DES PLAINES, an Illinois home rule municipality

By: 
Michael G. Bartholomew, City Manager

Attest: 
Jessica M. Mastalski, City Clerk

CONDITIONAL USE STANDARDS

- 1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;** *Under Ordinance No. Z-024-10, Applicant is already the beneficiary of a conditional use for a private school. Applicant submits this application with a request for a text amendment, but the City could approve an ordinance amending the conditional use authorized under Ordinance No. Z-024-10 as it stands, or the text amendment will list a private school as a conditional use in the C-5 district within the 800 block of Lee Street. The commercial district assembly use is a listed conditional use in the C-5 district.*
- 2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;** *In 2010, the private school at this location was previously deemed to be consistent with the Comprehensive Plan, and the high density mix of uses preferred under the 2019 Comprehensive Plan continues to include a private school inasmuch as it will become part of a diverse downtown core and offer a valuable service to those who live and work or commute downtown and desire that their children attend Applicant's program. The proposed use avoids impacts on Lee Street by planning transportation of kids to and from two distinct areas historically used for dropping off and picking up kids (the Applicant's parking lot and Prairie Avenue). Use of these areas for stacking for student transportation during limited periods of the day will not lead to closure of a street or interference with circulation, particularly on Lee Street which is a key arterial under IDOT jurisdiction. The commercial district assembly use for non-school purposes will also serve as a draw to the area. In all instances, it is expected that the school and the assembly use will draw individuals and families into the area who will become more familiar with downtown and stay and enjoy downtown longer. Locating a private school near the public library is also consistent with the Comprehensive Plan. The assembly use is best situated on a property with a field of off-street parking available even though downtown is an area that offers structured and street parking.*
- 3. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;** *There will be no change in appearance except as noted in the site plan remarks within the application. The waste enclosure, eventual replacement of a pole sign with a monument sign as far from the sign to the south as reasonably possible and the restriping to better plan parking will benefit the area. Even though Applicant will not use the Lee Street entrance, it will avoid the appearance of the entryway and foyer as a back door and it will not use this area for storage.*
- 4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;** *The peak external impacts will typically occur during times when the neighboring bank is closed and times when most businesses have not opened. The*

afternoon period is not as intense due to after school programs, but this peak hour of use will not conflict with other schools discharging students in the afternoons since there is no plan to use Lee Street and no other school has a conflicting traffic flow on Center Street. Since 2010, there has been no harm noted to neighboring uses. The Greek American Restaurant Association chose to sell the building to Applicant for reasons unrelated to the impact of school use on the first floor while it occupied the second floor. The possible Prairie Avenue transportation point and stacking is subject to police and safety review, and it will not interfere with movements from Lee Street or through the intersection with Center Street. The taper to the student loading area is 85 feet from Lee Street and only older students will be assigned Prairie Avenue loading (they are more efficient in departing vehicles). The parking area offers a continuous 22-foot drive aisle with a stacking area for 2-3 cars, with two unloading at a time. Sufficient planning has been made for intake and discharge of students since 2010, and by Applicant in 2022-23. The assembly use is not a continuous use, but will apply at times when no school-related function is going on. During Ramadan, the school hosted several Iftar dinners at which student families gathers with and without staff to break their fast, and Applicant has no problem with traffic, site operations or neighbors. Applicant has a good relationship with the neighbor to the southeast and southwest, and it has allowed off-site parking for Applicant in the past. This will continue, but without a recorded easement or permanent authorization.

5. **The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services;** *The property has adequate utilities and public services sufficient to support the private school and the commercial district assembly use.*

6. **The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;** *The school use will not create excessive public burdens. From a traffic safety perspective, the requirement that Applicant work with the Des Plaines Police Department already exists under Ordinance No. Z-024-10. The private school at this location may lead to more children and families using the public library, but this is desired. These same students and families are also potential library volunteers. Although there has been some concern for the City's position with respect to enrollment and the need for an amended conditional use permit, none of the discussions with City staff have been beyond the discussions that would normally be held with school operators. Applicant has worked cooperatively with the City despite financial pressure arising from enrollment limitations. The downtown area should benefit from having families of 233 students gain a personal stake in the well-being of downtown Des Plaines.*

7. **The proposed conditional use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;** *Applicant has addressed traffic above. It is in the process of reviewing traffic planning with professionals and it will address loading and stacking for student transportation. Applicant is avoiding any possible impact on Lee Street and offers efficient off-street stacking while having one or more opportunities for limited use of off-site areas for student loading and stacking. There have been and will be no concerns for noise, smoke, fumes, glare or odors.*

8. **The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;** *Please see above. The use offers 43 parking spaces, a full driveway on a street removed from Prairie Avenue and Lee Street. The use will rely on Prairie Avenue, if allowed, only for the one hour in the morning and afternoon during which one lane may be a controlled lane or closed. Applicant has multiple other options that include (a) an alternative student loading area, (b) staging the intake and discharge of students by age group, (c) planning for tandem loading lanes, (d) staffing student loading areas, and (e) planning for controlled exiting from the parking lot during student loading periods. Applicant does not depend on buses or delivery trucks.*

9. **The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and** *Applicant submits that the building is an attractive building that offers a distinct style of architecture in this part of Des Plaines. Allowing its re-use for school and commercial assembly purposes will allow the building to continue as it appears to the public today. Otherwise, there is no impacted feature of Des Plaines that is of major importance that will be impacted.*

10. **The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested.** (Ord. Z-8-98, 9-21-1998) *Applicant respectfully submits that the conditional use for private school and assembly purposes meets the regulations of the Zoning Ordinance. Notably, however, the existing building and site planning requires variations for existing conditions. These are addressed elsewhere, but the new or amended conditional uses can be approved without the variations. The disadvantage to this approach would be to make financing and insurance more difficult for the Applicant—a not for profit—when it is not changing site conditions that increase the existing deviations and possible deviations from the Zoning Ordinance.*

STANDARDS FOR VARIATIONS

H. Findings Of Fact For Variations: A variation from the terms of this title shall not be granted unless the reviewing authority makes specific written findings of fact directly based on the standards and conditions imposed by this section and any conditions imposed by the reviewing authority, to the extent each may be applicable.

1. Hardship: No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty. *Applicant encounters practical difficulty and particular hardship in this instance. The planning for the north end of this block is substantially affected by the preference for a street wall on Lee Street and the location of Prairie Avenue. The building has existed for several decades, and portions of the building interrupt the required clear yard space. Applicant is not changing existing conditions, but it is providing for an improvement where it can do so without sacrificing security, access, or parking.*

2. Unique Physical Condition: The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject lot that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot. *The zoning lot is irregular and does not fit well within Des Plaines' Zoning Ordinance definitions when it comes to yards and lot lines (particularly the front, corner lot, through lot and other related definitions). Some noted variations may not be required depending on staff interpretation. The causes of the variations relate to matters that existed long before Applicant acquired in 2022 and, due to the circumstances of this application, it is not known whether or not the City has previously granted relief. However, in the interests of completeness, Applicant seeks approval of those variations necessary for continuation of existing conditions on a site that has been planned in conjunction with the City's streetscape for Center Street, Prairie Avenue and Lee Street.*

3. Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title. *Applicant had no involvement in the creation of the conditions, some of which were in place at the time of adoption of the current or a prior form of the Zoning Ordinance and some of which were caused by governmental planning.*

4. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision. *Applicant respectfully submits that the Zoning Ordinance cannot be written for every single zoning lot. For example, the arrangement of the property does not leave it with two opposing front lot lines, but rather front lot lines abutting a street.*

Additionally, Applicant notes that the west side of Center Street, at and south of its wide and curved intersection with Prairie Avenue, features landscaping that screens the parking lot from the driveway to the north. This screening serves the purpose of having a screen, and to require a screen would eliminate an access walk and, possibly, a row of parking that has existed for decades.

5. Not Merely Special Privilege: *The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot. Other owners, including the owner of the lot at the corner of Center Street and Prairie Avenue benefit from relief similar to that which Applicant seeks, whether as a nonconforming lot or structure or by way of variation. Applicant does not seek a land use privilege in asking the City to authorize variations that preserve existing conditions.*

6. Title And Plan Purposes: *The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan. No lot development is occurring. The variations seek to preserve existing conditions for a project through which Applicant will improve exterior appearances. The variations are consistent with planning for the area on a historic basis and they are consistent with streetscape planning. The Comprehensive Plan recognizes that there are zoning lots that will require relief for purposes ranging from density to shape of the lot. In this instance, the shape of the lot and its relationship with adjacent streets, lots and buildings are factors the plan and code recognize as grounds for variation relief.*

7. No Other Remedy: *There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot. Applicant has no remedy under which it can plan for conformity with the Zoning Ordinance. The nonconforming use and structure regulations will allow continuation, but at the peril of not being able to insure for loss or plan for rebuilding in the event of casualty.*

8. Minimum Required: *The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title. Applicant is not increasing the extent of the existing deviations from the Zoning Ordinance and only desires to preserve existing conditions.*



July 20, 2023

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 733 Lee Street, Islamic City Center of Des Plaines Academy (ICCD A)
Case 23-038-TA-CU-V, 2nd Ward
RE: Consideration of Requests for Text Amendments, Conditional Uses/Amended Conditional Use, and
Variations

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on Tuesday, July 11, 2023, for requests associated with an existing building and private school at 733 Lee Street (ICCD A). The petitioner, ICCD Academy NFP, is proposing to expand the operations of their existing school, which at this time is a legal nonconforming use permitted under Ordinance Z-024-10, to incorporate more of the existing building and enroll more students (primary principal use). Further, the petitioner is proposing to conduct periodic commercially zoned assembly as a secondary principal use. Finally, the petitioner is seeking variations related to the location of the existing building and structures, as well as to allow the site plan and parking lot improvements they propose.

The requests are (i) text amendments to allow a “School – Private, Elementary and High” in the 700 block of Lee Street in the C-5 Central Business District, with a conditional use permit, where currently such schools are allowed only in the 800 block of Lee; (ii) a conditional use to operate such type of school at 733 Lee, or an amendment to the conditional use granted by Ordinance Z-024-10, whichever is necessary; (iii) a conditional use for commercially zoned assembly; and (iv) variations that address various existing structure, sign, and site conditions, and would allow proposed partial compliance with parking lot landscaping requirements.

The full summary of the petitioner’s presentations, as well as public comment offered and Board discussion, are included in the Board’s meeting minutes for July 11, 2023. The Board voted on the following motions:

- **Proposed text amendment:** The vote was 4-0 (Chair Szabo, Vice Chair Saletnik, Members Weaver and Hofherr) to recommend approval. Pursuant to the Zoning Ordinance (Section 12-3-7.D.4), the Council has the final authority on the request.
- **Proposed conditional use for private school:** The vote was 4-0 (Chair Szabo, Vice Chair Saletnik, Members Weaver and Hofherr) to recommend approval. Pursuant to the Zoning Ordinance (Section 12-3-4.D.4), the Council has the final authority on the request.
- **Proposed conditional use for commercially zoned assembly (i.e., assemblies not accessory to the private school):** The vote was 4-0 (Chair Szabo, Vice Chair Saletnik, Members Weaver and Hofherr) to recommend approval. Pursuant to the Zoning Ordinance (Section 12-3-4.D.4), the Council has the final authority on the request.
- **Proposed Major Variations from (i) Section 12-9-6.D regarding proposed parking lot curb installations; (ii) Section 12-10-7 regarding specific species requirements for parkway landscaping; (iii) Section 12-10-8.B. regarding perimeter parking lot landscaping; (iv) Section 12-11-4.G. regarding the lack of base landscaping for an existing pole sign; and (v) Section 12-11-5.A regarding the nonconforming setback of an existing pole sign:** The vote was 4-0 (Chair Szabo, Vice Chair

Saletnik, Members Weaver and Hofherr) to recommend approval. Pursuant to the Zoning Ordinance (Section 12-3-6.G:), the Council has the final authority on the request.

- **Standard Variation from Section 12-7-3.L, Table 4 to reduce the required minimum side yard (north lot line/Center Street) from 5 feet to 2 feet.** The vote was 4-0 (Chair Szabo, Vice Chair Saletnik, Members Weaver and Hofherr) to approve. Pursuant to the Zoning Ordinance (Section 12-3-6.F.1.a), the PZB has the final authority on the request.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "James S. Szabo".

James Szabo,
Des Plaines Planning and Zoning Board Chairman

Cc: City Officials/Aldermen

2. Address: 733 Lee Street

Case Number: 23-038-TA-CU-V

The petitioner is requesting the following under the Zoning Ordinance (summarized): (i) text amendments to allow a “School – Private, Elementary and High” in the 700 block of Lee Street in the C-5 Central Business District, with a conditional use permit, where currently such schools are allowed only in the 800 block of Lee; (ii) a conditional use to operate such type of school at 733 Lee, or an amendment to the conditional use granted by Ordinance Z-024-10, whichever is necessary; (iii) a conditional use for commercially zoned assembly; and (iv) variations that address various existing structure, sign, and site conditions; the recording requirement for collective parking agreements; and proposed partial compliance with parking lot landscaping requirements.

PIN: 09-20-200-042-0000, 09-20-200-006-000

Petitioner: ICCD Academy NFP, 733 Lee St., Des Plaines, IL, 60016
(Authorized agent/representative: Mark Daniel, Daniel Law Office,
17W733 Butterfield Road, Unit F, Oakbrook Terrace, IL 60181)

Owner: Trustee of Trust No. 16505, Parkway Bank and Trust Co.,
4800 N. Harlem Ave., Harwood Heights, IL 60706
(Beneficiary: ICCD Academy, NFP)

Ward Number: #2, Alderman Colt Moylan

Existing Zoning: C-5, Central Business District

Surrounding Zoning: North: C-5, Central Business
South: R-4, Central Core Residential
East: R-4, Central Core Residential
West: C-5, Central Business

Surrounding Land Uses: North: Office building, City-owned library parking garage
South: Financial institution (Old National Bank) and parking lot
East: Private school
West: Vacant site

Street Classifications: Lee Street is an arterial roadway (IDOT jurisdiction);
Prairie Avenue and Center Street are collectors (local jurisdiction).

Comprehensive Plan : The Comprehensive Plan illustrates this site as Higher Density Urban Mix with Residential.

Property/Zoning History:

This subject property/zoning lot is 33,177 square feet (just greater than .75 acres) and consists of two parcels. The lot is separate from both the small triangular lot and building at 1445 Prairie (not connected), as well as the lot and building at 749 Lee (currently Old National Bank; also not connected). The building on the subject property consists of three usable floors: a basement, first floor, and second floor. In addition, there is a surface parking lot in the east (rear), currently striped with 38 parking spaces per the Plat of Survey, accessible from Center Street. In 2010, Ordinance Z-024-10 (see attached) granted the subject property a conditional use to operate a school. This approving ordinance was requested at the time by Plato Academy, which occupied the building for several years before moving to 915 Lee Street. Plato shared the building with office tenants, notably the Greek American Restaurant Association. When Plato vacated, the office use remained. The petitioner purchased the property in 2022.

The petitioner approached staff in 2022 about opening Islamic City Center of Des Plaines Academy (ICCDA). The current Zoning Ordinance does not allow private schools in the 700 block of Lee (restriction was put in place in 2018). However, staff reviewed with the General Counsel and determined that the approving conditional use ordinance was written to run with the property and could be transferred to the same use – a private school – even though the new owner/operator was different than the original petitioner. Further, Section 12-3-4.H.3 states, “...a conditional use shall be deemed to relate to, and be for the benefit of, the use and lot in question, rather than the owner or operator of such use or lot.” Therefore, the petitioner has been utilizing the conditional use for their operations and building, bound to the restrictions of being a legal nonconforming use (Section 12-5-5) and adherence to all conditions and limitations of the 2010 approval. The City and the petitioner entered into an agreement, dated August 30, 2022, which reinforced that all conditions and parameters of the approving ordinance would apply to ICCDA. These parameters included (i) using only portions of the floor plan illustrated in the approving ordinance for school purposes; (ii) limiting enrollment to no more than 60 students, as this was represented by Plato Academy when they received the original approval; (iii) maintaining unobstructed windows, except for uniform, non-permanent window treatments; and (iv) remaining willing to work with the City if any traffic issues arise. The City issued a business registration in September 2022 to allow school occupancy for the 2022-2023 academic year, and the school subsequently opened. They are now requesting approvals to operate in a larger portion of the building with more students, and to have non-accessory worship and religious activities (“commercially zoned assembly”).

TEXT AMENDMENT

Request Description:

The petitioner, ICCDA, is requesting to amend Section 12-7-3.K of the Zoning Ordinance, specifically the Commercial Districts Use Matrix. Currently in the C-5 District, conditional use permits allow private schools only in the 800 block of Lee Street (currently the Little Bulgarian School/Center is in this block). This limitation was established in June 2018 (Ordinance Z-17-18). The requested text amendment would extend the possibility of private schools to the 700 block of Lee Street, but a conditional use would still be required, which means the PZB would hear and review and the City Council would have to approve any request for such school. The following are the proposed amendments (additions are **bold, double-underlined**; deletions are ~~struckthrough~~):

“12-7-3: COMMERCIAL DISTRICTS REGULATIONS:

K. Commercial Use Matrix:

TABLE 3
COMMERCIAL DISTRICTS USE MATRIX

P = Permitted use
C = Conditional use permit required

	C-1	C-2	C-3	C-4	C-5	C-6	C-7
Schools, private - elementary and high school					C15		

Notes:

15. For properties **with frontage** located on the **700 block and** 800 block of Lee Street only. **Provided that there is an elementary or high school, the school may also operate kindergarten and pre-kindergarten programs accessory to the school.**

***”

CONDITIONAL USES / AMENDED CONDITIONAL USE

Request Description:

The petitioner is requesting two conditional use permits: (i) a private school, as the primary principal use; and (ii) a commercially zoned assembly as a secondary principal use. In the event the requested text amendment is not approved, ICCDA requests consideration of an amendment to the original conditional use to achieve the desired expansion of school operations.

Private school

The petitioner has operated ICCDA at the property since September 2022. They completed their first fall-to-spring main academic year in June 2023 and are currently providing summer programming. The school’s mission includes a traditional academic and religious curriculum, meaning that worship activities involving students, families, and staff are intrinsic and accessory to the school. Assuming the proposed text amendment is approved, the petitioner is seeking a new conditional use to entitle ICCDA specifically and to allow the organization to expand both student enrollment and the portions of the building that may be used for school purposes (i.e., basement and the second floor). In summary, the petitioner’s statement and plans request and depict the following:

- An allowance of *up to* 233 students, pre-K through eighth grade, exclusive of volunteers and staff
- An expanded number of classrooms (20, including art rooms and science or other labs), on both the first and second floors
- An auditorium on the second floor and prayer/worship area(s) in the basement; these areas would be part of the daily school curriculum but also serve as the proposed commercially zoned assembly area (see separate discussion later in the report).

This table outlines approximate days and times of programming in the building.

Activity	Days/Purpose	Time
General school hours	Monday-Thursday	8 a.m.-4 p.m.
	Friday	8 a.m.-2 p.m.
	Saturday-Sunday	9 a.m.-2 p.m.
General before-school program	Weekdays	7-8 a.m.
General after-school program	Monday-Thursday	4-6:30 p.m.
	Friday	2-6:30 p.m.
General staff & janitorial arrival	Weekdays	5:30-7:30 a.m.
Planned Drop-off Period	Weekdays	7:30-8:45 a.m.
	Saturday-Sunday	8:30-9:30 a.m.

Planned Pick-up Period	Monday-Thursday	3:30-4:30 p.m.
	Friday	1:30-2:30 p.m.
	Saturday-Sunday	1:30-2:30 p.m.
Ramadan (Iftar)	Assembly*	6-10:30 p.m.

*A secondary principal use, not necessarily accessory to the school

Drop-off and Pick-up Operations

The petitioner has provided a detailed description and graphical depiction of drop-off and pick-up of students, using the property’s on-site parking lot, with vehicles entering from and exiting to Center Street. In a typical day, the combined drop-off and pick-up duration is two hours and 15 minutes, and per the provided table and description, and the periods would not overlap with staff arrival and departure. ICCDA employees would be assigned parking spaces in locations that would have the least potential conflict with the temporary lanes. The drop-off and pick-up locations within the parking lot intuitively allow the younger students and their parents the nearer positions to the door, and the plan identifies that staff from the school would be outside the building during the periods to help manage the flow.

The attached plan includes observations, data, and projections prepared with the engineering firm KLOA and grounded in the makeup of the current student population. Because of the school’s tendency to enroll multiple students from a single family, the petitioner expects that the number of vehicles circulating through a pick-up or drop-off would not exceed half, or 50 percent, of the enrollment. Further, they project that approximately 15 percent of students will walk to school. Finally, the petitioner expresses willingness to work with the Police Department to the extent necessary or required. It is worth noting Police and other City staff do not support the incorporating *on-street* loading on any of the adjacent streets: Lee, Prairie, or Center. However, it is also worth noting that upon receiving this comment in staff review prior to the public hearing, the petitioner revised their plans to make the fullest and most deliberate possible use of their parking lot and drive aisles.

Building Safety and Occupancy

The greatest challenge in allowing the desired student enrollment in staff’s view is not the external factors surrounding parking and traffic but instead the remodeling or retrofitting the building such that classrooms and all school-occupancy spaces have sufficient hallway widths to provide means of egress. In the past, this building has been a mix of school and office occupancies; it is now proposed to be school and assembly (worship). The Building Division has worked extensively with the petitioner’s architect to advise on floor plans with dimensions that could allow the occupancy to approach what the petitioner desires. However, while the attached floor plans are provided for zoning consideration, they should not be considered building permit-ready drawings. In fact, staff recommends a condition that while the maximum desired student enrollment of 233 could eventually be reached in the future under conditional use approval, the occupant load of the building cannot exceed the maximum established by the Chief Building

Official and Fire Prevention Bureau; plans may be altered, and the occupant load may be increased, if required alterations are made.

Commercially Zoned Assembly

The petitioner describes certain activities that would be open to the public beyond ICCDA students, families, staff, and volunteers, particularly during holy periods during the calendar year. These activities are less frequent than the daily school operation, occupy only portions of the building (basement prayer areas, second-floor auditorium) and are therefore subordinate to the primary principal use; however, they are not incidental/accessory to the school, so the assembly activity is categorized as a secondary principal use and must be approved via a conditional use. No text amendment is required, as commercially zoned assemblies are already established as a conditional use in the C-5 District, without any additional prerequisites or restrictions.

The Iftar, or daily fast-breaking evening meal during the annual holy period (approximately one month) of Ramadan, is identified as the main time during the year when commercially zoned assembly would occur. In addition, the petitioner notes that on Fridays, the building would host Jumu'ah prayers, which may occasionally be open to the public—although the statement attests when open to the public, the Jumu'ah would not overlap with school activities. The Board may wish to ask the petitioner to explain how the overlap would not occur if the submitted schedule shows the school being open on Fridays. Further, the PZB may ask the petitioner to clarify how the food component of Iftar will occur (i.e., food brought from the outside versus prepared on site). Language within the petitioner's statements indicates no food would be prepared on site.

The basement prayer/library area spans two rooms and is 2,904 square feet per the submitted floor plan. It does not have fixed seating but lists a maximum occupancy of 194 people. The second-floor auditorium is 903 square feet and proposed to have a maximum occupancy of 60 people (presumably through fixed seating). Collectively, these are the proposed assembly use areas.

Off-Street Parking (Both Uses)

The petitioner's plans show a restriped parking lot that actually increases the number of spaces from the current striping: from 38 currently to 42. The addition stems from the ability to design the accessible parking area more efficiently because of recent updates to the Illinois Accessibility Code. Further, the property lies in the C-5 District. Section 12-9-1 instructs "... no off-street parking shall be required for the first two thousand five hundred (2,500) square feet of a use...in the C-5 central business district." The petitioner is proposing two principal uses – private school (primary) and commercially zoned assembly (secondary) – and the sum of both minimums will establish the overall minimum. However, Ordinance allows the 2,500-square-foot deduction from each use. The rationale is that as the central business district C-5 is different from other areas of Des Plaines because of the availability of public parking garages and public transportation, as well as residential density that lends itself to households walking and having a reduced need to drive and park.

The table on the following page breaks down the minimum requirements for both a private school and a commercially zoned assembly, which must be summed to determine the total requirement. In summary, the total requirement is 39 spaces, and 42 are proposed to be provided, after parking lot improvements (restriping, addition of landscape island), so the requirement would be met. However, the submittal does not contain a description of the projected attendance of the assembly events. The floor plans establish a maximum occupancy of 60 people in the auditorium and 194 in the basement prayer/library area, but the petitioner may not intend to have or project this many attendees. Although the petitioner expressed potential assembly occupancy in their attached Cover Statement – specifically in their proposed conditions – the PZB may wish to ask the petitioner to more clearly identify the potential number of people expected for an assembly.

Use, Required Ratio	Floor Area	Required parking
Private School (in this case “Elementary School”): 1 space for each classroom, plus 1 space per 200 square feet of area devoted to offices	Office: (all excluded because of C-5 District) 20 classrooms	20 spaces
Commercially zoned assembly (in this case, “Place of Worship”): 1 space for every 5 seats in the main auditorium, sanctuary, nave or similar place of assembly and other rooms ... which are to be occupied simultaneously. In cases where there is no affixed seating, 1 space shall be provided for every 60 square feet of floor area.	Assuming maximum number of seats in the auditorium (60): 12 spaces. Assuming simultaneous occupancy of the prayer area: 2,904 square feet – 2,500 square feet for C-5 exemption = 404 square feet / 60 = 6.73 spaces (rounds up to 7)	12 for auditorium + 7 for prayer area = 19 spaces
	Total Required	39 spaces
	Total Proposed	42 spaces

Finally, regarding the refuse/dumpster, the existing dumpster is nonconforming, as it not enclosed. The site plan shows building a dumpster enclosure, which should bring the structure into conformance. The height and materials of the enclosure are not indicated on the site plan but would be regulated by Section 12-10-11.

VARIATIONS

Request Description:

The petitioner is electing to seek several variations related to existing conditions of the building and property, specifically its required yards (setbacks), parking lot, on-site and off-site/parkway landscaping, and signs. For this irregular corner lot, the front yard extends from the west lot line where it abuts Lee, the rear yard extends from the east lot line (Center), and there are three side yards: from the south lot line, which borders the Old National Bank parking and drive-through area; from the north lot line, which abuts Prairie; and from the west lot line portion that does not abut Lee but instead separates the ICCDA parking lot from the Old National parking lot. Based on real estate listing information,¹ the building was built originally in 1957 and renovated in 1977. Not surprising, the building is a nonconforming structure in multiple ways. While the variations requested may not be essential to entitling the operation of the school or assembly, they allow the petitioner to retain certain physical characteristics and make reasonable enhancements but not comply strictly with current Ordinance requirements. In particular, with the existing parking lot nonconforming regarding various minimum curb and landscaping uses, adding new striped spaces to it could be considered intensifying the nonconformity and requiring a full upgrade to strict adherence. Therefore, the petitioner is seeking variation to allow a partial upgrade – notably installing a landscape island down the middle of the central double-loaded parking stalls – but not installing perimeter buffer strips at the south or west lot lines. The necessary variation requests are listed in the following table:

Section	Requirement	Proposed	Type of Variation
12-7-3.L, Table 4	5-foot minimum side yard on the north lot line (Center Street)	Existing condition: 2-foot minimum side yard	Standard
12-9-3.A.4	Collective parking agreements shall be recorded.	n/a*	Major
<i>*The petitioner requested relief from having to record a collective parking agreement, but their site plan shows the parking minimum would be met on site; therefore, petitioner has not submitted a collective parking agreement.</i>			
<i>Related to Parking Lot Design and Landscaping</i>			
12-9-6.D.	Install curb at least 3.5 feet from property lines at the parking lot perimeter.	Existing conditions: The south and west perimeters would not have curb.	Major

¹ Loopnet (2023). Accessed July 6, 2023 at <https://www.loopnet.com/Listing/733-Lee-St-Des-Plaines-IL/3989538/>

12-10-7	Parkway landscaping/trees with species and amounts as specified (applies here only in a small portion at near the corner of Prairie and Center)	Existing conditions in the area where the regulation is relevant.	Major
12-10-8.B.	Install perimeter parking lot landscaping at the south and western edges of the parking lot/lot lines	As shown in the site plan, install an interior landscape island but do not install perimeter landscaping at the south and west edges of the parking lot.	Major
<i>Related to the Existing Pole Sign near Center</i>			
12-11-4.G	Pole and monument signs shall be required to provide and maintain landscaping at the base of the sign	Existing conditions: no landscaping	Major
12-11-5.A.	No pole sign shall be constructed closer than five feet (5') from any property line.	Existing conditions: sign installed at lot line	Major

Standards for Text Amendments:

The following is a discussion of standards for zoning amendments from Section 12-3-7.E of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided here and also in the attached Petitioner’s Responses to Standards for Text Amendments. The PZB may use the statements below, use the petitioner’s responses, or adopt its own rationale.

- Whether the proposed amendments are consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the City Council;**

Comment: Although the Comprehensive Plan illustrates the 700 block of Lee Street as “Higher Density Urban Mix with Residential,” a school use can (i) provide the kind of regular, daily activity that bolsters the Central Business District and (ii) provide a nearby educational option for the many (and growing number) of nearby households.

PZB Modifications (if any): _____

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

Comment: The amendments appear to be compatible because they reflect existing conditions on the east side of Lee Street. On the west side, the property is vacant and ripe for redevelopment, but the amendments would not automatically entitle a school; they simply expand the possibility for the conditional use process. The City would not be bound to approve a conditional use on, for example, the 750 Lee Street property on the west side of the street.

PZB Modifications (if any): _____

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

Comment: The hub for services that private schools may need (e.g., Police, Fire) are concentrated in the Central Business District already. The 700 block is directly adjacent to the 800 block, where a conditional use for private schools is already possible.

PZB Modifications (if any): _____

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

Comment: The proposed amendments are not likely to bring a wave of private schools, and they reflect existing conditions, so there is not expected to be an effect on property values.

PZB Modifications (if any): _____

5. **Whether the proposed amendments reflect responsible standards for development and growth.**

Comment: Expanding the conditional use possibility for private schools in the C-5 District merely provides another option for development but does not automatically entitle their development or operation. The City would have the opportunity to review and authority to approve or deny specific requests.

PZB Modifications (if any): _____

Standards for Conditional Use

The following is a discussion of standards for conditional uses from Section 12-3-4(E) of the Zoning Ordinance. Rationale for how the proposed amendments may or may not satisfy the standards is provided below and in the petitioner’s response to standards. For certain standards, comments are split between the consideration of the private school (“school”) and the commercially zoned assembly (“assembly”). The PZB may use this rationale toward its recommendation, or the Board may make up its own.

1. The proposed Conditional Use is in fact a Conditional Use established within the specific zoning district involved:

Comment (school): This is pending the outcome of the proposed text amendment. However, the conditional use via Ordinance Z-024-10 dates to a time when private schools were an established conditional use at this subject property.

Comment (assembly): Yes, the requested use is a conditional use in the C-5 District.

PZB Modifications (if any): _____

2. The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:

Comment (school and assembly): The 2019 Comprehensive Plan illustrates this site to be used for high-density urban mix with residential. However, the Plan also dedicates a chapter to strategies to enhancing downtown Des Plaines and inspiring visitation and commercial activity. A daily use such as a school brings people downtown every day and builds downtown visitation into their routine, which makes it possible they will also patronize businesses downtown, such as a grocery store, retail store, restaurant, dry cleaner, doctor's office, or services establishment.

PZB Modifications (if any): _____

3. The proposed Conditional Use is designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity:

Comment (school and assembly): Any exterior alterations proposed with this application would, if anything, enhance the property and character of the area.

PZB Modifications (if any): _____

4. The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:

Comment (school): The petitioner has provided a thorough pick-up and drop-off plan, which utilizes their parking lot, to address the proposed increase in enrollment. Staff has not received any complaints about the current ICCDA's operation since September 2022, albeit with a notably smaller enrollment than what is proposed.

Comment (assembly): The Board may consider whether having a potential spike of additional traffic and activity during essentially one month of the year for a few hours at a time and on occasional Fridays rises to the level of being "hazardous" or "disturbing."

PZB Modifications (if any): _____

5. The proposed Conditional Use is to be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or, agencies responsible for establishing the Conditional Use shall provide adequately any such services:

Comment (school and assembly): The existing building has been adequately served by essential public facilities and services. Staff has no concerns that the proposed use will not be adequately served with essential public facilities and services in the future.

PZB Modifications (if any): _____

6. The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:

Comment (school and assembly): While the petitioner is offering to collaborate with City staff and departments, such as Police, Fire, and Building/CED, staff does not interpret these as being obligatory activities. On the contrary, staff expects that approved conditionals uses would set reasonable conditions and expectations and set the stage for long-term compliant occupancy and operation.

PZB Modifications (if any): _____

7. The proposed Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors:

Comment (school and assembly): All activities are proposed to occur inside buildings, aside from those driving, walking, or otherwise getting to and from the doors of the building. All uses must be in compliance with the Environmental Performance Standards in Chapter 12 of the Zoning Ordinance.

PZB Modifications (if any): _____

8. The proposed Conditional Use provides vehicular access to the property designed so that it does not create an interference with traffic on surrounding public thoroughfares:

Comment (school): While the increased enrollment will inherently bring more vehicles to the area, the spikes will be short and should be managed to prevent stacking into Center Street (i.e., a queue that blocks or impedes traffic). Observations reported by the petitioner in their submittal, as well as anecdotal observations by staff, indicate that there is additional capacity on adjacent streets during daytime school hours.

Comment (assembly): The Board may consider asking the petitioner to commit to methods to encouraging carpooling, using non-motorized transportation (walking and parking), or, if driving, utilizing nearby public parking garages (i.e., Library Garage, immediately north on Prairie, or 1425 Ellinwood/Welkin garage approximately ½ block to the north on Lee).

PZB Modifications (if any): _____

9. The proposed Conditional Use does not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance:

Comment (school and assembly): The subject property is within an already development building and thus would not result in the loss or damage of natural, scenic, or historic features.

PZB Modifications (if any): _____

10. The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:

Comment (school and assembly): The proposed uses would comply with all applicable requirements as stated in the Zoning Ordinance.

PZB Modifications (if any): _____

Variation Findings:

Variation requests are subject to the standards set forth in Section 12-3-6(H) of the Zoning Ordinance. Rationale for how the proposal addresses the standards is provided in the attached petitioner responses to standards, with some comments from staff below. The Board may use the provided responses as its rationale, modify, or adopt its own.

1. Hardship: No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty.

Comment: See petitioner’s responses to standards.

PZB Modifications (if any): _____

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

relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

Comment: The subject property is an irregular shape, having a lot line fronting on three different streets while also being a corner lot. In staff's view, this is truly unique. See petitioner's responses to standards for more.

PZB Modifications (if any): _____

3. Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title.

Comment: The petitioners did not create the unique shape and dimensions of the lot. See petitioner's responses to standards for more.

PZB Modifications (if any): _____

4. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

Comment: See petitioner's responses to standards.

PZB Modifications (if any): _____

5. Not Merely Special Privilege: The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot.

Comment: See petitioner's responses to standards.

PZB Modifications (if any): _____

6. Title And Plan Purposes: The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan.

Comment: See petitioner's responses to standards.

PZB Modifications (if any): _____

7. No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.

Comment: See petitioner’s responses to standards.

PZB Modifications (if any): _____

8. Minimum Required: The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.

Comment: See petitioner’s responses to standards.

PZB Modifications (if any): _____

PZB Procedure and Recommended Conditions: Because of the multiple requests, staff recommends the Board take multiple motions: (i) recommendation on the proposed text amendment; (ii) recommendation on the proposed conditional use for private school/amended conditional use through Z-024-10; (iii) recommendation on the proposed commercially zoned assembly; (iv) a final vote on the standard variation regarding the required side yard; and (v) a recommendation on all other requested variations, which the Board could consider with one motion or individually.

TEXT AMENDMENT

Pursuant to Section 12-3-7(E) of the Zoning Ordinance, the PZB may vote to *recommend* approval, approval with modifications, or denial of the proposed text amendment. The City Council has final authority over the request.

CONDITIONAL USE / AMENDED CONDITIONAL USE FOR PRIVATE SCHOOL

Pursuant to Section 12-3-4(E) of the Zoning Ordinance, the PZB may vote to *recommend* approval, approval with modifications, or denial of the conditional use. The City Council has final authority over the request.

The petitioner suggested conditions in their attached Cover Application Statements. The Board may review them, but staff does not recommend their verbatim use, with particular concerns about (i) the reference to 36 parking spaces, when the minimum requirement (with both uses active) is 39, and (ii) a temporary occupancy allowance through 2028 pending hallway-width changes. Instead, should the PZB recommend approval of the conditional use, staff suggests the following conditions:

Recommended Conditions of Approval

1. Notwithstanding the desired maximum number of users, the occupancy load for the building and all rooms utilized by the use shall not exceed the maximum set by the Fire Department and Chief Building Official. This maximum may be increased only through permitted construction and alterations; provided, however, the total attendees shall not exceed the numerical limit set through this conditional use approval. Every room or space that is an assembly occupancy shall have the occupant load of that room or space posted in a conspicuous location, near an exit.
2. The petitioner shall complete the parking lot restriping and landscape project shown on the site plan within 12 months of approval.
3. No on-site food service shall occur unless a code-compliant commercial-grade kitchen were to be installed.
4. Any building or use expansion shall require the Petitioner to obtain a conditional use amendment.

CONDITIONAL USE FOR COMMERCIALLY ZONED ASSEMBLY

Pursuant to Section 12-3-4(E) of the Zoning Ordinance, the PZB may vote to *recommend* approval, approval with modifications, or denial of the conditional use. The City Council has final authority over the request.

However, should the PZB recommend approval of the conditional use, staff suggests the following conditions:

Recommended Conditions of Approval

1. Notwithstanding the desired maximum number of users, the occupancy load for the building and all rooms utilized by the use shall not exceed the maximum set by the Fire Department and Chief Building Official. This maximum may be increased only through permitted construction and alterations; provided, however, the total attendees shall not exceed the numerical limit set through this conditional use approval.
2. Commercially zoned assembly activities, or those worship activities not accessory to the private school, shall occur at different times.
3. The petitioner shall complete the parking lot restriping and landscape project shown on the site plan within 12 months of approval.
4. No on-site food service shall occur unless a code-compliant commercial-grade kitchen were to be installed.
5. Any building or use expansion shall require the Petitioner to obtain a conditional use amendment.
6. The petitioner will publicize on its website and actively distribute to its audience a map of nearby public parking garages, with summary instructions and directions on how to access and any hourly or time restrictions.

VARIATIONS

The petitioner is requesting one standard variation and multiple major variations. Pursuant to Section 12-3-6.F of the Zoning Ordinance, the PZB may vote to approve, approve with modifications, or deny the Standard Variation to reduce the required side yard.

Then the Board may consider pursuant to Section 12-3-6.G a vote to *recommend* approval, approval with modifications, or denial of the Major Variations. The City Council has final authority over the request. Staff does not recommend conditions for the variations.

Attachments:

- Attachment 1: Location and Aerial Map
- Attachment 2: Site and Context Photos
- Attachment 3: Plat of Survey
- Attachment 4: Ordinance Z-024-10²
- Attachment 5: Responses to Standards for Text Amendment
- Attachment 6: Responses to Standards for Conditional Use
- Attachment 7: Responses to Standards for Variation
- Attachment 8: Application Cover Statements, Operational Plan (collectively the Project Narrative)
- Attachment 9: Stacking, Circulation, and Pick-Up/Drop-Off Plan (with projections and data)
- Attachment 10: Site Plan
- Attachment 11: Floor Plans

Chair Szabo swore in Mark Daniel, Attorney for the petitioner, Jose Pareja, Architect for the petitioner and Nayeem Syed, President of the School and Board and petitioner for the project. Mr. Syed gave some background on the school. He stated that they want to expand the building and school. They want to have the Islamic school and academy. Prayer is part of the curriculum. To operate the school and maintain the building, they cannot afford to maintain the building with the existing number of students and need more enrollment. They think there will be more apartments occupied and stores shopped at in this area by the new occupants of the building.

Mark Daniel stated that they are in this process later than they hoped with opening the school. They hope to have PZB recommendation after going through the history. This was an office building that was previously occupied by the Greek American Restaurant Association. All the first floor was used for school services. There were assumptions made prior to the office building being purchased that caused a fire drill with the city to allow a temporary certificate of occupancy. They knew they would have to convert the second floor a bit, but they entered a temporary occupancy with the city to cap the students at 60. He gave a memo for KLOA that were consulted about student drop off and traffic counts. They did this during a busier time of year when more students were in cars. At the end of the year, parents and kids bring more things

² 2022 compliance agreement between City and owner/petitioner available upon request to City staff.

home in cars and there is less walking. KLOA had a projected vehicle count the last 2 days of school. There was less in the afternoon because ICCD has a half day program.

He stated that they want to preserve the pole sign. It turns in towards the property, so it does not obstruct the sidewalk. They intend to reface and paint the sign. There is a city improvement adjacent to the sign. There is a landscaping improvement that abuts the parking lot too.

Mr. Daniels stated there is a prior conditional use for a school, but it was for the first floor only. Every variation we are asking for existed in 2010. The parking lot, sign, and property conditions are all existing with these variations. In 2022, there were reductions agreed to. From the petitioner's perspective, it is a reduction. ICCD had a conditional use for only part of the first floor. They are looking to accomplish a few things. The first thing is to get the school entitled for the whole building. It is a two-story school with a worship area in the lower level. On the second floor, there is a large classroom, and they want to create a larger auditorium. Otherwise, it is all classrooms, computer labs, art labs, kitchen/eating area. Those are all generally on the first floor. As far as the auditorium is concerned and how they phase things, in 2022 they didn't have a lot of choices. They didn't want to appeal city staff's decisions, they needed staff's help otherwise the students would have lost their school.

Mr. Daniel stated the conditional use is phrased as either new permit or amending the permit. This is a fallback. They are asking for a text amendment. Schools are only allowed on the block with the Little Bulgarian School. They are hoping the City will add schools to the permitted uses on this block. They anticipate building up over time. All these numbers are dependent on permitting, life safety, etc. These numbers on the screen are permit issues that we are dealing with. Those are estimations. They may not get to 233, but it might be 228. It depends on how permitting goes.

He stated the text amendment is common sense. A lot of schools have a pre-k and a kindergarten program. In the code we propose that you add specifically that language – that if they have an elementary school, they can operate pre-k and K in the same place. Right now, ICCD operates pre-K, K and 1-8. That is the text amendment. They changed “located on” to “frontage”. The amendment is consistent with the comprehensive plan. They have reached out to a consultant that showed there is a vacancy rate of 22% for certain office types in this area. This is an office building. This building is Class A Office but once rehabbed it probably falls into the Class B category. The occupancy in Class B are greater and the sublets are less available.

Mr. Daniels said the office use is slow to recover. The petitioner views this case as a way to get folks downtown. You can expect a good number of families to use downtown associated with this school. The C-5 and R-4 districts are focused on multifamily residential. They have townhomes directly to the south and the other side of the street. They have condos and apartments in every direction. It makes sense to have supportive uses in C-5. Some of the kids will want to go to a private school and it makes sense as a supportive use for those residents.

Typically, you try to locate schools on collectors or arterials. In the past in planning, in a subdivision, you would take land for a school. Because all the land is built up, that doesn't happen often, larger schools can be on arterials and smaller schools on collectors. Lee St is an

important arterial in town and Prairie Ave is a collector. As far as the amendment is concerned, the amendment is reflective of the use that has been there since 2010. There is a collection of uses downtown that include a lot of institutional uses. They have a history of schools across the street with St. Mary's. St. Mary's Church is still there. At the bottom of the map [referring to slide] Plato Academy moved. Little Bulgarian School is nearby, as well as the history center and the library. This area is used to this type of traffic during the day. Those big parking lots are for people to park downtown. Some of the surface parking is under private ownership too.

Mr. Daniels stated as far as trends in the area, you have your retail situated along the Metra line, with service uses along Lee St. They are not interrupting a service corridor –Lexington Townhouses and the bank are neighbors (they have been terrific to work with for our applicant). This is a good adaptive re-use of a building, even if it was a new school today. To the extent the students use the library, they have end of the day classes where one class is engaged in library enrichment and that supports the property value. More traffic leads to more service traffic in the area. Those greater ADTs are supportive of retail uses.

Mr. Daniel stated that this text amendment is responsible planning – it is still a conditional use. You evaluate each case on its merits. They are at the end of the block, not technically defined as a through or corner lot, but it looks like both. They fall through some cracks in the definition of code, but they are at the end of the block. It might be a different story if we were not at the end of the block or closer to Little Bulgarian. That is the core responsibility of keeping this use as a conditional use with this text amendment. Schools are one of the most important assets in Des Plaines.

Mr. Daniel said they use the “up to 233 number” for students, but Allen (building official) will have a big say in that. In terms of occupancy, they are aiming for use of the entire building. Parking modifications they are looking at are fairly minimal. The handicap parking is outdated and oversized. They can increase parking to 42 spaces, we have 38 right now. They would re-stripe the lot. The plan in the packet shows a landscape island in the middle of the parking lot between two rows of parking. With respect to the landscape island, we would like to stripe that first. If staff demands landscape on the island, they will do that. We will have phasing of modifications to the building over time. Ultimately, they will have a larger auditorium. The main entrance – there will be a slight change here. They will not be using the entrance at all. The Lee St entrance will be the accessible route to the building; appropriate plans will be made for that. If there is an accessibility challenge, they believe most parents will take them through the opposite side of the building. For the conditional use for the school and assembly – they will not be operating simultaneous. If school is in progress, you will not have commercial district assembly. The assembly use is different from the school and will not operate simultaneously.

He touched on the student loading areas. There are notes in the staff report too. The bank has been a great neighbor, they have used the parking for non-bank hour parking. They confirmed with Old National that they still have the relationship to use it during non-banking hours. The fifth request is asking to waive the collective parking agreement. It is a large property, capable of further development. Their plans show they can load and unload and park in full compliance with the ordinance. With the morning and afternoon loading, we will satisfy the code standards.

The most common use of Old National will be during Ramadan, the 30-day period that gets earlier and earlier every year per the calendar. Iftar is the dinner that breaks fast; these events can occur with the school or outside people. You can have people worship in the basement and people like me who will remain in the auditorium and not pray. That would be the most intensive use. That goes from 6:30 to 10:30. It is later in the summer months and ends earlier in the winter months (it is timed by the sunset).

Mr. Daniels stated as far as the use of Old Second, the school has already had assembly uses where they have used the lot and worked well. However, they meet the parking requirements and do not need the collective parking requirements, but they wanted to put this in just in case we come up shy with the parking requirements. There is a direct route through the bank parking lot to the building. It extends along the dumpster in the plan. As far as the conditional use standards are concerned, there are two bases: the first is the 2010 ordinance, possibly being amended. For more clarity, they think we could have a new conditional use. The other conditional use is the assembly use. They are in the position where they would meet higher density needs downtown. You talk about the importance of institutions in the comprehensive plan. The older churches are all included in the comprehensive plan and all these private schools in the area do contribute too.

He stated there is history of schools here, with Plato in this location and in the last year with us in this building. They did use KLOA to do projections/traffic although they have not had issues. Center Street is either residential or institutional. You do have a rear exit for Old National and a small house that might be used for business on Center Street, but it is similar to streets near Elmhurst, on the right a public school and the left a private school. I asked staff to ask the police department to help with street drop offs. The street is not that busy for drop offs. The police and KLOA agreed that drop off should be done on site instead. They can pull in all the traffic from center and have a wide enough drive aisle and load vehicles into the property and have the students exit the vehicles according to a loading plan. Certainly, they can handle a large amount of traffic with three lanes and capacity on Prairie. Approaching the school is one lane, expanding to two towards the library.

Mr. Daniels said you could have between 60-200 people based on occupancies, but there is a difference between building and zoning. For school assembly, nothing out of the ordinary. He said he is Catholic, he went to a Catholic middle school, we worshipped and prayed in the school. It is no different here, but it is on different floors. He mentioned the ADA route. There is a clothes donation box they would like to keep open for the safety of donations and not enclose with the dumpster. In the top right, they note no use of Prairie (referring to site plan on slide). They have a deferred landscape curb that we will install once staff have told us to do it. They want to first get a handle of student loading before landscaping. For student loading we do want to meet with staff and the police annually, so they know our plan and ebb and flow.

The pole sign was mentioned – down the road, it will be a monument sign. Old National has a monument on its building. They would not want to put it on our driveway. There was a parking space that we eliminated during planning, to aid pedestrian traffic. They have the option for a right in/right out if needed.

Mr. Daniel discussed the hours of the day – Uses will not be simultaneous for the school and worship. The prayer will generally be between 12:30 and 2:30. The school closes for an hour before this prayer happens because they need time for people to get into the building. Classes would end and there would not be an after-school program. He mentioned Iftar during Ramadan. As far as the hours during the day, these are estimated. For the purposes of this hearing, they are showing they can handle student loading without relying on Old National. Our analysis is only based on our property – right in, right out and two lanes with 20 ft vehicles. When preparing this slide, he used what he learned in facility planning. They say you should unload in groups of 3. KLOA says it might be easier to load in 6-7. They can fit 6-7 in the lot, have those pull out, and pull the next 6-7 in. They have 11 cars behind the 6 or 7 actively loading. 6-7 come in, children exit the vehicle, once they are clear, the students pull out. They can be directed to a “reserve space” if needed. Any spaced with a D is a drop space [referring to site plan on screen]

He explained how they stick with the 2-3 minute drop off. If half the kids are released at one time and not another, how do we guarantee parents arrive at the same time? There are apps on your phone where ICCD can at any given moment tell the parent when to pick up their child. The parents then come in at that time. If you have children in the same grade, one is in the later grade, you can load them all in the cars. Right now, they park in the spaces and take the kids out. They will not be doing that with the 200 students. This is handled by teachers and volunteers. Where do they park? The E spaces. A lot of the teachers and volunteers have kids at the school. The table here is an interval for the 6-7 cars [referring to slide]. During the noon period, people may be able to park on site. In the afternoon drop off, it is not a peak hour, and it is 50 minutes in the worst-case scenario.

Mark Daniel said they don't share plans too publicly of schools, they are on file with staff. The auditorium is on this slide [Phased Auditorium Expansion Slide]. The capacity of 233 is based on this whole area being an auditorium and not classroom space. We are setting a cap for the analysis. The other assembly space is in the lower level. There are a few numbers there, 52 and 142 [worship and reflection slide]. The use of the area – there are bookcases along the back wall. We anticipate 145-165 people, even though the building occupancy is higher. There is no food or service in this area. People worshipping would move upstairs, this area downstairs is only for reflection. It is a more passive use. The basic standards for conditional use – there is no disturbance from a school in this area. You might see students walking to the library, but there are crosswalks and sidewalks to this area. No demand on public services. They will not interfere with the PACE bus stop. No offensive activities. This was planned for these uses from a parking perspective. The office use can generate traffic and parking demand. You can see the stacking and movement. They are getting cars off the street where no traffic will be blocked.

He stated they are preserving the building because they are asking for variations for the existing building. The 42 parking spaces is more than the school and assembly uses. He makes the note here that if you are willing to allow us to stripe the landscape island in the parking lot, they will install when the city demands it. They need to re-stripe to get to 42 spaces.

He said for the conditional use for a commercial district assembly, there is not much difference in the styles of assembly. [Reading the Conditional Sue for Commercial District Assembly Slide]. A

lot of the same planning occurs that is discussed with the school. Nothing hazardous. Similar conclusions to the school. For the record – they would like the school conditional use to run with the land. For the commercial district assembly, they are planning and contemplating where it will occur; they are ok with this running with the school because the new use could have a different type of assembly use. The Islamic Community Center is something many people from this school belong to; this is not a replacement for the mosque. Please note the Iftar timeframe towards the end – people start to leave around 9:30. 10:30 is when it ends. The time it is most busy is summer solstice.

KLOA is not here tonight to speak, but they will continue working with the petitioner. If they did not get approval by council, they will get an agreement from Old National to get a collective parking agreement and talk about daytime loading and unloading. KLOA will help with that, and they will help with the student loading plan. They use a lot of care in our student loading. Everyone has a radio. Teachers and students advance based on the time in that app. Teachers check students in and out, it is a very meticulous careful process. You have intervals where you have these cars coming in. These are accounted for by groups of classes. PreK and K come in first.

On the variations sought, it is similar. They ask you to preserve what they have. There is hardship with the existing building. They did not plan the site. Prairie was widened after the building was constructed and that is why they are short on setbacks and landscaping. They have multiple front yards, but the code will not define it as a through lot because it is offset. Existing conditions are what we are dealing with. They are not increasing the non-conformity in any respect.

Jose is the architect and will answer any questions. It is important to note the one issue staff will discuss during permitting is the dumpster location. In this photo [on screen] where the cement pad is to the entrance of the property, that is where the dumpsters are now (unscreened). The dumpster in the plan they are proposing is going to be about midway along the parking spaces [on screen]. The relocation south will not be an issue for any reviewer of the plan for substantial conformity.

He has worked with the applicant continuously since April and in July, August, September. The building is a good building for a school of this sort and capable of interior remodeling. Something to remember about schools – children don't forget the area they went to school; they remember all the locations and when they are older, they go back even if they are in a different location. It puts downtown in the minds of hundreds of students over the years. I am happy to answer questions.

Mr. Syed, Petitioner stated they need to use the entire building and they want to work with the city to have a good relationship and make this happen.

John Carlisle, CED Director, gave the staff report. He explained that the petitioners, ICCDA, is requesting to amend Section 12-7-3.K of the Zoning Ordinance, specifically the Commercial Districts Use Matrix. Currently in the C-5 District, conditional use permits allow private schools only in the 800 block of Lee Street (currently the Little Bulgarian School/Center is in this block).

This limitation was established in June 2018 (Ordinance Z-17-18). The requested text amendment would extend the possibility of private schools to the 700 block of Lee Street, but a conditional use would still be required, which means the PZB would hear, and review and the City Council would have to approve any request for such school. Mr. Carlisle went over the Location and Map including Lot Area, Previous and Existing Owners and the Building Exterior. He explained the Site Photos with her proposed Textament. He explained the Site Plan including trash enclosure, parking plan and landscape island. He explained the Existing Aerial and Parking Requirements. Mr. Carlisle explained Principal and Accessory Uses for the property. There is also a Primary Principal use which is the school and a Secondary Principal Use which is the Assembly and an Accessory Use which is for religious functions related to the school. He discussed Commercially Zoned Assembly, maximum occupancy and parking requirements.

Mr. Carlisle discussed the Four Recommended Conditions of Approval for the
CONDITIONAL USE / AMENDED CONDITIONAL USE FOR PRIVATE SCHOOL

1. Notwithstanding the desired maximum number of users, the occupancy load for the building and all rooms utilized by the use shall not exceed the maximum set by the Fire Department and Chief Building Official. This maximum may be increased only through permitted construction and alterations; provided, however, the total attendees shall not exceed the numerical limit set through this conditional use approval. Every room or space that is an assembly occupancy shall have the occupant load of that room or space posted in a conspicuous location, near an exit.
2. The petitioner shall complete the parking lot restriping and landscape project shown on the site plan within 12 months of approval.
3. No on-site food service shall occur unless a code-compliant commercial-grade kitchen were to be installed.
4. Any building or use expansion shall require the Petitioner to obtain a conditional use amendment.

Mr. Carlisle discussed the six Recommended Conditions of Approval for the
CONDITIONAL USE FOR COMMERCIALLY ZONED ASSEMBLY

1. Notwithstanding the desired maximum number of users, the occupancy load for the building and all rooms utilized by the use shall not exceed the maximum set by the Fire Department and Chief Building Official. This maximum may be increased only through permitted construction and alterations; provided, however, the total attendees shall not exceed the numerical limit set through this conditional use approval.
2. Commercially zoned assembly activities, or those worship activities not accessory to the private school, shall occur at different times.
3. The petitioner shall complete the parking lot restriping and landscape project shown on the site plan within 12 months of approval.
4. No on-site food service shall occur unless a code-compliant commercial-grade kitchen were to be installed.
5. Any building or use expansion shall require the Petitioner to obtain a conditional use amendment.

6. The petitioner will publicize on its website and actively distribute to its audience a map of nearby public parking garages, with summary instructions and directions on how to access and any hourly or time restrictions.

Chair Szabo asked how many spaces are the Welkin development and the library?

John Carlisle stated he believe the Welkin is 79, but is not certain, and he is not sure recollect about the library. I

Member Saltenik asked the petitioner about the motivation for the landscaping variation. Why not put in the landscape buffer in the parking area?

Mark Daniel stated the history with parking in the property is that parents would park in the spaces and pull through. They have the circulation plan, but it will allow the school to have some flexibility to figure out how the site flows and provide the option to discuss.

Member Saletnik asked if there is still a lack of confidence about the current scheme working, then why do they want to have flexibility to change it? Why the reluctance?

Mark Daniel stated they don't have a problem installing it, that is not the issue. They will not have enough demand for a few years that would require that.

Member Weaver said I am very happy with the plan for the building. I am certainly fine with having the Islamic School there. You put a lot of thought in how to make it work and the growth plan. However, one thing bothers him and maybe this comes from the City. In a number of number of materials there is a discussion about people in this high-density urban development walking places. Some portion of the students will walk to the location. Yet, Member Weaver finds this plan, which he sees over and over again in suburban planning, is really hostile to pedestrians and walking. The only place you can safely walk in this area are the city sidewalks of Center St, Prairie Ave, Lee St, and that one green stripe you have. If you look at the Old National Site, you have to walk through parking and traffic to go into the bank. The whole bank is centered on the parking lot. They have a door on Lee St, but they have blocked the door. You are supposed to walk through this. Adults going to the bank, no big deal and hope we don't get hit. Here, we are dealing with children. The site is devoid of places to walk. There is no connection to Center St. If someone drops their kids off on Center St or Prairie, they have to walk through the vehicular entrance to the parking areas. It seems really hostile to pedestrian movement, not terribly safe, and we think that the problem is that cars are the solution and use a Spot Hero plan for loading/unloading. You are assuming in our suburban downtown that you have to drive. This is not limited to your plan. There is a lot of good thought done with this, he wishes the school well, but we are guaranteeing no one will walk. Member Weaver is disturbed by that and maybe that is the direction the City points people to.

Mark Daniel stated for zoning purposes, they want to show they can take in all the traffic. They don't talk about our 25% walking. In the submittal, you will see the table with far fewer vehicles coming in the morning and afternoon periods. That relies on 50% have multiple children in the family, 25% walking. For the purposes of zoning, they had to show it could handle traffic

without creating a nuisance. I understand the walkability concern. He stated, in our experience, the parents pay attention to the app. I can't tell you it will pour rain one afternoon and everyone needs a car. You have the worst-case scenario presented. They are showing what would happen if they were all driving.

Member Weaver said the accessible path, you have people going through the back door to the school. The entrance is in the back, theoretically, if you had a wheelchair, you would have to go through the front. Over time, the school will find they need to lock the door because they can't monitor it.

Mark Daniel stated that it has to be monitored. It must be open by federal law.

Member Weaver asked - Is that a paid employee or a volunteer?

Mark Daniel said there is a collection of administrative office people and volunteers.

Mr. Syed stated they have an armed security guard on site, and he will monitor the building.

Member Weaver said this is the high price of making people arrive with cars in the back. It is unfortunate. Shopping centers are also very hostile to pedestrians.

Mark Daniel stated they have a walking aisle on two sides of the parking lot.

Member Weaver said I do think the City ordinance drives you to do this. I don't see a way out of this. You are using every sq ft for vehicular circulation. How would the sidewalk at the top connect to Center Street? There is the most minimum space for walking. It solves your required minimums; the result of the required minimums is that you end up with almost no pedestrian space.

Mark Daniel: There is a city improvement along the Center Street lot line that is pretty thick.

Member Weaver said you have a retaining wall there.

John Carlisle stated the petitioner amended their floor plans with the Lee Street to make it the accessible route to public transportation. You may want to ask the petitioner how the walkers are arriving on foot. They might cross Lee Street to get to that door.

Chair Szabo asked where the retaining wall on Center Street is? And asked if they could put a cut in there somewhere and have a stair go up where the residence used to be with the former bike shop.

Mark Daniel stated that if you look at the main entrance and the gym – the gym extends on the east side of the building. If you exit going westbound, there is a doorway going to the sidewalk, door 2 and 3.

Member Weaver stated that it has a huge, sloped step and concrete. And that is definitely not an accessible route.

Mark Daniel said it has to be the shortest route to the bus station.

Member Weaver stated chances are since you don't have high school students, no one is getting off a PACE bus, but some people with limitations to their walking abilities could potentially come through that side. There is a lot of difficulty getting to the back of the building, whether crossing Lee Street, the parking lot, the Old National Bank. There is no way for someone with mobility impairments to get them in.

Mark Daniel stated the requirement would be that it needs to be a level grade. The access issue - we wanted to avoid impact to that bus stop. The standards do avoid having us change Lee Street. As we sit with Staff and the Police Department, we can have a parent monitor the Lee Street entrance. The parents can monitor that doorway. We are trying to show that we can meet the standard.

Member Weaver said I don't see a way to accomplish walkability for this project. I don't want to vote it down for that. I am disappointed in a lot of places approach to walkability. I have no problems with the school. I think the walkability here is poor and a lot of poor walkability in Des Plaines.

Chair Szabo stated I think it is important to voice your concerns in the record. Any other questions from the board? Anyone in the audience with questions or in favor or objecting. Can I see a show of hands for people objecting? [no hands]

Chair Szabo swore in Daniel Cartalucca, neighbor of the property. He said we are the little triangular building on the corner. We are able to get that re-zoned in the past for the residential use. Tom Weaver and Mr. Cartalucca discussed walkability in the area. We live next door to the building and have since 1993. That greyed out corner on the site plan would be a perfect location for a cut in the wall and make stairs to where Prairie meets Center, with the landscape area there. There used to be a bus bench there and people would use that to step into the parking lot. There is already an existing sidewalk along that building to that location. If they did a staircase there, it would allow people to come from the library rather than walk toward the vehicular entrance. It seems like that would be a logical place. We watched the old brick veneer crumble for a few years, that wall could be dodgy, but it would be a good location for the stairs. We are neighbors of this project and the previous Plato Academy and we are in favor.

Mr. Paeja, Architect for the project stated looking at the area, from the paving it leads to the sidewalk. No pedestrian would be crossing vehicular traffic if that was done. We want anyone who needs to use the ramp to not have to go through the building to leave. That is a way to have people access the street without having them transverse traffic, but that is on city property.

Chair Szabo stated that if the owner is in favor, that would be a big plus.

Daniel Cartalucca: Plato was there, the kids would use the library and playground and would climb that wall. It would be safer to have that here.

Chair Szabo swore in Azif Hussain. He stated I am in favor of the school and the mosque, but with a few exceptions. Security is extremely bad. My three kids went to the school last year. I have given \$50,000 to the school myself. I am very disappointed. Before they make a plan for the mosque, they must have a good security program. Anyone can go to the basement. Doors are

locked all the time upstairs. There is no security often at the site and it is a dangerous situation. The owner of the building has sent me an email about how this would be unsafe, he offers to send the email to the board. You can go anywhere in the building. I have asked several times for a security officer.

There are many issues with the parking lot besides security. He is in favor of the school and mosque with security improvements, with a separate door from the mosque so no one can enter from school to mosque, mosque to school. Many members of the school agreed it is a safety concern and no one has done anything about it. I can take a camera and show you that you can go anywhere in the building.

Chair Szabo stated a possible solution for security might be some kind of closed-circuit camera system to see who is coming and going even if they are not at their posts. That is something the petitioner can discuss with the City.

Mr. Hussain stated I believe there should be a separate entrance for the mosque and the school. It could be a dangerous situation and it needs to be addressed before the school can be in the same building as the mosque.

Chair Szabo swore in Irfan Mohammed. He stated that he is one of the founders of the school. As a board member and parent, we cannot compromise. We are new and we are not sure how to get into the Des Plaines system. We have security doors and alarms and have cameras. We are still figuring out how to make it one entrance/exit and be reasonable to everyone. He is glad you have opened the Prairie entrance. School is segregated from walkers. We haven't seen anyone come without our permission. The school knows who is coming and going, everyone must have an appointment to come into the building. That is the policy. Door 2 and 3, it is possible to separate entrances/exits to the school and mosque.

Mr. Daniel stated they have a computerized door and have a camera already installed. They have a prayer hall open to the public and for the school. There is always room to improve and they are enforcing security with a security guard. The school is planning to have new security for next year.

Mark Daniel wanted to note for the record that they had no problem with conditions recommend by staff.

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to recommend that the City Council the changes to the Text Amendment that involve the 700 Block of Lee Street as drafted by staff.

AYES: Weaver, Hofherr, Saletnik, Szabo
NAYES: None
ABSTAIN: None

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

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to recommend that the City Council amend the Conditional Use Permit for the Private School Use with the four recommend conditions of approval drafted by staff.

AYES: Weaver, Hofherr, Saletnik, Szabo
NAYES: None
ABSTAIN: None

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

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to recommend that the City Council approves the Conditional Use for the Commercially Zoned Assembly with the six conditions of approval drafted by staff.

AYES: Weaver, Hofherr, Saletnik, Szabo
NAYES: None
ABSTAIN: None

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

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to APPROVE the required minimum side yard on Center Street from five feet to two feet.

AYES: Weaver, Hofherr, Saletnik, Szabo
NAYES: None
ABSTAIN: None

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

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to recommend that the City Council approves the five Major Variations involving 12-9-6.d, 12-10-7, 12-10-8.b, 12-11-4.g and 12-11-5.a .

AYES: **Weaver, Hofherr, Saletnik, Szabo**
NAYES: **None**
ABSTAIN: **None**

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

Member Weaver stated that he left out the major variation for the collective parking agreement. He encourages ICCD to keep working with the Old National Bank. He thinks it would be great if you can make good use of all the extra asphalt that is available after hours.

Mark Daniel asked if they could leave that pending and work something out with Old National Bank, could they avoid a reapplication?

John Carlisle stated that the board has made their motion and City Council can make other recommendations.

Chair Szabo asked that minutes include the recommendation in this meeting to add a walkway off Center Street at the corner of Prairie and Center., so they can utilize the sidewalk that runs behind 1445 Prairie Avenue. Strongly recommended.

ADJOURNMENT

The next scheduled Planning & Zoning Board meeting is Tuesday July 25, 2023.

Chairman Szabo adjourned the meeting by voice vote at 9:10 p.m.

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

CITY OF DES PLAINES

ORDINANCE Z - 21 - 23

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT AND MAJOR VARIATIONS FOR A PRIVATE SCHOOL AT 733 LEE STREET, DES PLAINES, ILLINOIS (Case # 23-038-TA-CU-V).

WHEREAS, ICCD Academy, NFP ("*Operator*") is the beneficial owner of the property commonly known as 733 Lee Street, Des Plaines, Illinois ("*Subject Property*"); and

WHEREAS, the Subject Property is located within the C-5 Central Business District ("*C-5 District*") and is currently improved with a two-story masonry building ("*School Building*") and an off-street parking area; and

WHEREAS, the City Council granted a conditional use permit for a "Commercial School" on the Subject Property in 2010 pursuant to Ordinance Z-24-10 ("*2010 CUP*"); and

WHEREAS, Sections 12-7-3.H and 12-7-3.K the "Des Plaines Zoning Ordinance of 1998," as amended ("*Zoning Ordinance*"), restrict private schools in the C-5 District to the 800 block of Lee Street and require a conditional use permit; and

WHEREAS, the Operator operates a private elementary and high school on the Subject Property as a legal nonconforming use pursuant to the 2010 CUP; and

WHEREAS, the 2010 CUP imposed certain conditions and restrictions on any school operated on the Subject Property, including restrictions on the portions of the School Building that could be used for educational purposes; and

WHEREAS, the Operator now desires to expand its nonconforming private school for students ranging from pre-kindergarten to eighth grade, to allow use of the entire School Building and increase the School's enrollment up to 233 students ("*Private School*"); and

WHEREAS, pursuant to Sections 12-3-4 of the Zoning Ordinance, the Operator filed an application with the City for the approval of a new conditional use permit to allow the operation of the Private School on the Subject Property ("*Proposed CUP*"); and

WHEREAS, in addition, a number of variations are required to allow the Operator to make full use of the Subject Property in its current condition; and

WHEREAS, Section 12-7-3, Table 4, of the Zoning Ordinance requires a minimum side yard of five feet for a parcel abutting a street or alley and the School Building encroaches to a point two feet from the side lot line at Center Street; and

WHEREAS, pursuant to Section 12-3-6 the Planning and Zoning Board ("*PZB*") granted the Operator a standard variation to reduce the required minimum side yard to two feet; and

WHEREAS, Section 12-9-6.D. of the Zoning Ordinance requires the installation of curb at least 3.5 feet from property lines at parking lot perimeter; and

WHEREAS, Section 12-10-7 of the Zoning Ordinance requires specific tree spacing and species within parkways as defined in Section 8-6-1 of the City Code; and

WHEREAS, Section 12-10-8.B. of the Zoning Ordinance requires installation of a perimeter parking lot landscape buffer at parking lot property lines; and

WHEREAS, the existing parking lot on the Subject Property does not conform to these provisions and is proposed to be expanded with the creation and striping of additional parking spaces; and

WHEREAS, Section 12-11-4.G of the Zoning Ordinance requires that pole and monument signs have a landscaped area at the base of the sign; and

WHEREAS, Section 12-11-5.A of the Zoning Ordinance requires that no pole sign shall be constructed closer than 5 feet from any property line; and

WHEREAS, the Operator proposes to maintain the existing nonconforming pole sign on the Subject Property in its current location and configuration; and

WHEREAS, pursuant to Section 12-3-6 of the Zoning Ordinance, the Operator filed an application with the City for the approval of major variations from all of these requirement to allow the nonconforming parking lot on the Subject property to be expanded with those enhancements depicted on the Site Plan attached hereto as **Exhibit E** and to waive full compliance or strict adherence with the Zoning Ordinance, as well as to allow potential future improvements to the existing nonconforming pole sign ("**Proposed Major Variations**"); and

WHEREAS, the Proposed CUP and the Proposed Major Variations shall hereinafter be collectively referred to as the ("**Proposed Relief**"); and

WHEREAS, within 15 days after the receipt thereof, the Operator's applications for the Proposed Relief were referred by the Department of Community and Economic Development to the PZB for hearing and consideration; and

WHEREAS, within 90 days from the date of the Operator's application a public hearing was held by the PZB on July 11, 2023, pursuant to notice published in the *Des Plaines Journal* on June 21, 2023; and

WHEREAS, notice of the public hearing was mailed to all property owners within 500 feet of the Subject Property; and

WHEREAS, during the public hearing, the PZB heard testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the applicable provisions of the Zoning Ordinance with regard to the Proposed Relief; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on July 20, 2023, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 4-0, to approve the Proposed Relief, subject to certain terms and conditions; and

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

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits and major variations set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated July 21, 2023, and has determined that it is in the best interest of the City and the public to approve the Proposed Relief in accordance with the provisions of this Ordinance;

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

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

SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY. The Subject Property is legally described as follows:

LOT 12 (EXCEPT PART TAKEN FOR STREET) IN BLOCK 8 IN BLOCK 9 TAKEN AS A TRACT AND EXPECTING THEREFROM THAT PART OF SAID LOTS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTHWESTERLY LINE OF LOT 12, 22 FEET SOUTHWESTERLY OF THE MOST NORTHERLY CORNER OF SAID LOT: THENCE SOUTHWESTERLY ALONG NORTHWESTERLY LINE OF LOT 12, 16 FEET; THENCE SOUTHEASTERLY LINE EXTENDED TO AN INTERSECTION WITH THE PRESENT SOUTHWESTERLY LINE OF PRAIRIE AVENUE; THENCE NORTHERLY ALONG SAID SOUTHWESTERLY LINE OF PRAIRIE AVENUE TO AN INTERSECITON WITH A LINE 22 FEET SOUTHWESTERLY AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID LOT 12; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO POINT OF BEGINNING, AND EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE NORTHERLY LINE OF LOT 2 IN BLOCK 9 PRODUCED EASTERLY IN A STRAIGHT LINE AND EXCEPT THAT PART THEREOF LYING SOUTHEASTERLY OF A LINE 173 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOTS AND LYING WESTERLY OF PRESENT WESTERLY LINE OF PRAIRIE AVENUE.

LOT 2 EXCEPT THE NORTHWESTERLY 138 FEET 5 INCHES THEREOF, IN BLOCK 9.

LOT 3 EXCEPT THE NORTHWESTERLY 138 FEET 5 INCHES THEREOF, IN BLOCK 9. ALL THAT PART OF LOT 12 IN BLOCK 8 WHICH LIES SOUTHERLY OF THE NORTHERLY LINE OF LOT 2 IN BLOCK 9 (PRODUCED EASTERLY IN A STRAIGHT LINE).

THE SOUTHEASTERLY 1/2 OF LOT 17 IN BLOCK 9. ALL IN PARSON AND LEE'S ADDITION TO DES PLAINES, BEING A SUBDIVISION OF LOTS 72, 73, 73, 139, 141, 142, 143, 144, 145, 175, 176, 177, IN THE TOWN OF DES PLAINES (FORMERLY TOWN OF RAND) AND PARTS OF SECTIONS 17 AND 20, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDING APRIL 30, 1873, AS DOCUMENT NO. 98703 COOK COUNTY, ILLINOIS.

PINs: 09-20-200-042-0000 and 09-20-200-006-000

Commonly known as 733 Lee Street, Des Plaines, Illinois.

SECTION 3. APPROVAL OF CONDITIONAL USE PERMIT. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 5 of this Ordinance, the City Council hereby grants the Operator the Conditional Use Permit to allow the operation of the private school on the Subject Property. The Conditional Use Permit granted by this Ordinance are consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

SECTION 4. APPROVAL OF MAJOR VARIATIONS. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council hereby grants the following major variations for the Subject Property to the Operator:

- A. A variation from the curb requirements of Section 12-9-6.D of the Zoning Ordinance to waive the installation of curbs along the southern and western perimeters of the Subject Property's parking lot;

- B. A variation from the parkway landscaping and tree planting requirements of Section 12-10-7 of the Zoning Ordinance to allow the Operator to maintain the existing conditions in the Subject Property's parking lot;
- C. A variation from the perimeter parking lot landscaping requirements of Section 10-8.B of the Zoning Ordinance to waive the requirement for perimeter landscaping along the southern and western edges of the Subject Property's parking lot;
- D. A variation from the pole sign landscaping requirement of Section 12-11-4.G of the Zoning Ordinance to waive the landscaping requirement for the existing pole sign on the Subject Property; and
- E. A variation from the pole sign setback requirement of Section 12-11-5.A of the Zoning Ordinance to allow the existing pole sign on the Subject Property to remain in its current location.

The City Council finds that the Major Variations satisfy the standards set forth in Section 12-3-6.H of the Zoning Ordinance, and, pursuant to the City's home rule powers, finds that the Major Variations are otherwise necessary and appropriate.

SECTION 5. CONDITIONS. The Conditional Use Permit granted in Section 3 of this Ordinance and the Major Variations granted in Section 4 of this Ordinance shall be, and are hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions:

A. Compliance with Law and Regulations. The development, use, operation, and maintenance of the Private School and the Subject Property by the Operator must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. Compliance with Plans. Except for minor changes and site or building work approved by the City Director of Community and Economic Development, Chief Building Official, or Director of Public Works and Engineering (for matters within their respective permitting authorities) in accordance with all applicable City standards, the development, use, operation, and maintenance of the Private School and the Subject Property by the Operator must comply with the following plans provided by the Petitioner:

1. The Operational Plan, prepared by the Petitioner, consisting of two pages, and undated, a copy of which is attached to and made a part of this Ordinance as *Exhibit A*; and

2. The Land Title Survey, prepared by United Survey Service, LLC, consisting of one sheet, dated July 6, 2022, a copy of which is attached to and made a part of this Ordinance as *Exhibit B*; and

3. The Student Loading and Stacking Plan, prepared by Daniel Law Office, PC, and Kenig, Lindgren, O'Hara, Aboona (KLOA), Inc., consisting of nine pages, and with a latest revision date of July 10, 2023, a copy of which is attached to and made a part of this Ordinance as *Exhibit C*; and

4. The Floor Plans, prepared by Jose Pareja, AIA, of JP Architects, Ltd., consisting of three sheets, undated, a copy of which is attached to and made a part of this Ordinance as *Exhibit D*.

5. The Site Plans, prepared by Jose Pareja, AIA, of JP Architects, Ltd., consisting of one sheet, undated, a copy of which is attached to and made a part of this Ordinance as *Exhibit E*.

C. Other Conditions.

1. The total student enrollment for the Private School may not exceed 233 students; provided, however, the occupancy load for the School Building

and all rooms utilized by the Private School may not exceed the maximum building occupancy (including staff) set by the City's Fire Marshall and Chief Building Official based on the actual conditions and accessibility features of the School Building. This may require the Operator to restrict the enrollment of the Private School below the maximum enrollment number the School Building can, in the determination of the Fire Marshall and the Chief Building Officer, safely accommodate. The Operator will be required to submit plans for all building alterations and accessibility improvements to the City's Building Division for review and approval before the occupancy load may be increased. The occupancy load of every room or space within the School Building to be used for assembly occupancy must be posted in a conspicuous location, near an exit.

2. The Operator must complete all improvements to the Subject Property's parking lot depicted on the Site Plan no later than 12 months after the approval of this Ordinance.
3. No on-site food service may be conducted on the Subject Property unless and until a code-compliant commercial-grade kitchen is installed within the School Building.
4. Any expansion to the School Building or to the physical space to be used by the Private School on the Subject Property will require the Operator to obtain an amendment to the Conditional Use Permit granted by this Ordinance.

SECTION 6. FAILURE TO COMPLY WITH CONDITIONS.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than \$75.00 or more than \$750.00 for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the Operator fails to develop or maintain the Subject Property in accordance with the requirements of the Zoning Ordinance, or the conditions set forth in Section 5 of this Ordinance, the Conditional Use Permit granted in Section 3 of this Ordinance and the Major Variations granted in Section 4 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-5 District. Further, in the event of such revocation of the Conditional Use Permit and the Major Variations, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Operator acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right,

provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Operator.

SECTION 7. BINDING EFFECT; NON-TRANSFERABILITY; EFFECT ON PRIOR APPROVALS.

A. The privileges, obligations, and provisions of each and every section and requirement of this Ordinance are for and shall inure solely to the benefit of the Operator.

B. Nothing in this Ordinance shall be deemed to allow the Operator to transfer any of the rights or interests granted herein to any other person or entity without the prior approval of the City Council by a duly adopted amendment to this Ordinance.

C. Ordinance Z-24-10 shall be, and is hereby, repealed and replaced in its entirety by this Ordinance. Upon the effective date of this Ordinance the rights, restrictions, and obligations set forth in Ordinance Z-24-10 shall be of no further force and effect.

SECTION 8. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

SECTION 9. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after the occurrence of the following:

- A. its passage, approval and publication in pamphlet form as provided by law;
- B. the filing with the City Clerk by the Operator and the record title owner of the Subject Property, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as *Exhibit F*; and

C. at the Operator's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Clerk's Office.

D. In the event that the Operator does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 9.B of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

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.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

OPERATIONAL PLAN
 ICCD ACADEMY
 733 LEE STREET, DES PLAINES, COOK COUNTY, ILLINOIS

ICCD Academy operates an elementary school for students from kindergarten through eighth grade in a context that offers standard core education and school subjects while espousing traditional, cultural, and Islamic values. In its initial phase, the school will be comprised of a prayer area in the basement, several classrooms on the first and second floor, laboratories (science and computer) on the first and second floor and an art room on the second floor. ICCD has an indoor playground area and a lunchroom. In its buildout phase, ICCD Academy will have converted an area on the second floor to an auditorium and assembly area (situated generally west of the restrooms) on the south side of the building. It will also have widened halls. As part of this effort, areas of work will consider upgrades to ADA standards in particular areas according to the balance required under the Americans with Disabilities Act.

At all times when school is in session, the prayer area will be used only for school-related purposes. Students, student families, teachers and staff, and school volunteers who are on site will be typical users of the prayer area, though the school may bring in community leaders, outside speakers as part of its curriculum who may also be present during prayer. The prayer area is used only as a prayer area and religious library. It is not a place for general assembly, food or drink or for anything other than prayer or contemplation and religious reading.

ICCD Academy proposes to widen halls and corridors under a timetable set with the Village. Within five (5) years, ICCD Academy plans to widen halls and corridors so that all of them are six feet wide (currently portions of the halls and corridors are slightly less than six feet wide). During the period before halls and corridors are widened, ICCD Academy will engage in fire drills, training and operational precautions (planned with the Des Plaines Fire Department as the City deems necessary). One operational precaution will be to have a hall and corridor monitor. If all hallways and corridors have not been widened to six feet by the end of five years, ICCD Academy will convert those classrooms adjacent to hallways and corridors narrower than six feet to office use and not use them again for classrooms until they widen the halls and corridors and obtain a certificate of occupancy.

There is no food preparation for food service subject to health department regulations. None will occur absent compliance with all local and Cook County regulations. Food is prepared offsite or catered.

PLANNED SCHOOL HOURS (TIMES SUBJECT TO CHANGE)

ACTIVITY	DAYS	TIME
General School Hours	MONDAY-THURSDAY	8:00 AM-4:00 PM
<i>Half Day Pre-Sch/Pre K</i>	FRIDAY	8:00 AM-2:00 PM
<i>Pickup is 12-12:30 PM</i>	SATURDAY-SUNDAY	9:00 AM-2:00 PM
Gen. Before School Program	WEEKDAYS	7:00 AM-8:00 AM
Gen. After School Program	MONDAY-THURSDAY	4:00 PM-6:30 PM
	FRIDAY	2:00 PM-6:30 PM
Gen Janitorial and Staff Etc. Arrival	WEEKDAYS	5:30 AM-7:30 AM
Planned Drop Off Period	WEEKDAYS	7:30 AM-8:45 AM
	SATURDAY-SUNDAY	8:30 AM-9:30 AM
Planned Pick Up Period	WEEKDAYS	3:30 PM-4:30 PM
	FRIDAY	1:30 PM-2:30 PM
	SATURDAY-SUNDAY	1:30 PM-2:30 PM
Ramadan (Iftar)	ASSEMBLY	6:00 PM-10:30 PM

SCHOOL PRAYER ACTIVITY NOTES

ICCD Academy will operate much as a typical school operates with conferences, evening programs, days off, and other aspects that are very similar but do not fall into the general schedule above. ICCD Academy will not operate as a commercial district assembly use when school is in session or when school activities are in progress at times not set forth in the above table.

Daily prayer occurs at different times during the day between 6 AM and 8 PM based on the time of year. On Friday, the Jumu'ah prayer occurs generally between 12:30 PM and 2:30 PM during the year. Though attended primarily by students, faculty, staff, volunteers and families, the use of the prayer area is limited according to occupancy. If ICCD Academy opens the prayer area to others in the community for a Friday event or during the month of Ramadan, school activities will not be in progress simultaneously. On dates when the prayer area or other commercial district assembly use areas is opened to others in the community, there would be no school program running simultaneously. On these dates, the prayer area would be used for assembly on its own or in conjunction with use commercial district assembly use areas. On dates when the commercial district assembly use areas are occupied for non-school purpose, if prayer occurs, it would only be for those occupying the commercial area assembly use areas. As noted above in relation to the school operations in the prayer area, the prayer area is for worship and religious contemplation only.

During Ramadan, there would be several commercial district assembly use nights for worship and to break the fast (the Iftar). The table above includes this dinner and its timing for convenience. Several of these occurred in relation to school activities during Ramadan in 2023. All were school-related. There will be nights when ICCD Academy operates a commercial district assembly use for the purpose of sharing the Iftar with members of the community and members of other faiths. During these commercial district assembly use events, the end of after school programs and the start of the Iftar would be adjusted so as not to overlap. The timing of worship and the Iftar change each evening with sunset, but the general window of activity is provided in the table.

COMMERCIAL DISTRICT ASSEMBLY USE PLANNING

ICCD Academy will not engage in assembly when school is in session or when school activities are in progress. Worship and other religious activities that are not operated as part of school programming are the commercial district assembly use. ICCD Academy has a relationship with the neighboring property owner to allow for off-site off-street parking. ICCD Academy could host an assembly use in all assembly areas and comply with parking requirements, except when it operates the auditorium, lunchroom and playground area at the same time. In this instance it would rely on the off-site off-street parking. Otherwise, planning for off-site off-street parking should not be required other than for the convenience of those assembling, and ICCD Academy would plan for use of this parking in events that involve larger numbers of attendees compared to most others. The arrangement includes non-peak hours of operation for the neighboring parcel and spaces that have an interior sidewalk connection to the sidewalk leading to ICCD Academy's main entrance on the east side of the building. The arrangement also calls for ICCD Academy to conduct a walk-through after use to remove any trash.



UNITED SURVEY SERVICE, LLC
 CONSTRUCTION AND LAND SURVEYORS
 7710 CENTRAL AVENUE, RIVER FOREST, IL 60305
 TEL.: (847) 299-1010 FAX: (847) 299-5887
 E-MAIL: USURVEY@USANDCS.COM

ALTA / NSPS LAND TITLE SURVEY

LOT 12 (EXCEPT PART TAKEN FOR STREET) IN BLOCK 8 AND LOT 1 IN BLOCK 9 TAKEN AS A TRACT AND EXCEPTING THEREFROM THAT PART OF SAID LOTS DESCRIBED AS FOLLOWS:
 COMMENCING AT A POINT IN THE NORTHWESTERLY LINE OF LOT 12, 22 FEET SOUTHWESTERLY OF THE MOST NORTHERLY CORNER OF SAID LOT; THENCE SOUTHWESTERLY ALONG NORTHWESTERLY LINE OF LOT 12, 18 FEET; THENCE SOUTHEASTERLY ON A LINE PARALLEL TO THE NORTHWESTERLY LINE OF LOT 12 AND SAID NORTHEASTERLY LINE EXTENDED TO AN INTERSECTION WITH THE PRESENT SOUTHWESTERLY LINE OF PRAIRIE AVENUE; THENCE NORTHERLY ALONG SAID SOUTHWESTERLY LINE OF PRAIRIE AVENUE TO AN INTERSECTION WITH A LINE 22 FEET SOUTHWESTERLY OF AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID LOT 12; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO POINT OF BEGINNING, AND EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE NORTHERLY LINE OF LOT 2 IN BLOCK 9 PRODUCED EASTERLY IN A STRAIGHT LINE AND EXCEPT THAT PART THEREOF LYING SOUTHEASTERLY OF A LINE 173 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOTS AND LYING WESTERLY OF PRESENT WESTERLY LINE OF PRAIRIE AVENUE.

LOCATION MAP



LOT 2 EXCEPT THE NORTHWESTERLY 138 FEET 5 INCHES THEREOF, IN BLOCK 9.
 LOT 3 EXCEPT THE NORTHWESTERLY 138 FEET 5 INCHES THEREOF, IN BLOCK 9. ALL THAT PART OF LOT 12 IN BLOCK 9 WHICH LIES SOUTHERLY OF THE NORTHERLY LINE OF LOT 2 IN BLOCK 9 (PRODUCED EASTERLY IN A STRAIGHT LINE)

THE SOUTHEASTERLY 1/2 OF LOT 17 IN BLOCK 9 ALL IN PARSON AND LEE'S ADDITION TO DES PLAINES, BEING A SUBDIVISION OF LOTS 72, 73, 74, 139, 141, 142, 143, 144, 145, 174, 175, 178, 177 IN THE TOWN OF DES PLAINES (FORMERLY TOWN OF RAND) AND PARTS OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1873 AS DOCUMENT NO. 98703 IN COOK COUNTY, ILLINOIS.

KNOWN AS: 733 LEE STREET, DES PLAINES, ILLINOIS

PERMANENT INDEX NUMBERS:
 09-20-200-042-0000
 09-20-200-008-0000

AREA = 33,177 SQ. FT. OR 0.762 ACRES

NOTE:
 THIS LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN

PARKING SPACE TABLE	
TYPE OF SPACE	EXISTING
REGULAR	38
HANDICAP	2
TOTAL	40

- NOTES:**
- THE SUBJECT PROPERTY HAS ACCESS TO AND FROM A DULY DEDICATED AND ACCEPTED PUBLIC STREETS KNOWN AS LEE STREET AND PRAIRIE AVENUE AND CENTER STREET
 - THE SURVEY AND THE INFORMATION, COURSES AND DISTANCES SHOWN THEREON ARE CORRECT;
 - THE TITLE LINES AND LINES OF ACTUAL POSSESSION ARE THE SAME;
 - THE SUBJECT PROPERTY DOES NOT SERVE ANY ADJOINING PROPERTY FOR DRAINAGE, UTILITIES, OR INGRESS OR EGRESS;
 - ELECTRIC, GAS, TELEPHONE AND WATER UTILITY AND STORM AND SANITARY SEWER SYSTEMS ACCESS THE PROPERTY IN LEGALLY DEDICATED RIGHTS OF WAY THAT BENEFIT THE PROPERTY.
 - THERE ARE NO VISIBLE EVIDENCE OF CEMETERIES, GRAVE SITES OR BURIAL GROUNDS LOCATED ON THE PROPERTY.
 - ITEM # 6 FROM TABLE A ALL SUBSTANTIAL FEATURES OBSERVED ON THE PROPERTY HAVE BEEN PLOTTED.
 - ITEM # 9 FROM TABLE A THERE ARE 38 STRIPED PARKING SPACES ON THE PROPERTY.
 - ITEM # 10 FROM TABLE A THERE ARE NO PARTY WALLS (ALL WALLS ARE INDEPENDENT).
 - ITEM # 11 FROM TABLE A ALL VISIBLE UTILITIES ARE PLOTTED.
 - ITEM # 16 FROM TABLE A AT THE TIME OF THIS SURVEY, NO VISIBLE RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS WERE NOTED.
 - ITEM # 17 FROM TABLE A AT THE TIME OF THIS SURVEY, THERE IS NO EVIDENCE OF CHANGES IN RIGHT OF WAY EITHER COMPLETED OR PROPOSED AND RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
 - ITEM # 18 OF TABLE A NO OFFSITE BENEFICIAL EASEMENTS WERE REFLECTED IN TITLE
 - ITEM # 19 FROM TABLE A RELATING TO PROFESSIONAL LIABILITY INSURANCE POLICY OBTAINED BY THE SURVEYOR IN THE MINIMUM AMOUNT OF \$ 1,000,000 TO BE IN EFFECT THROUGHOUT THE CONTRACT TERM. CERTIFICATE OF INSURANCE TO BE FURNISHED UPON REQUEST.

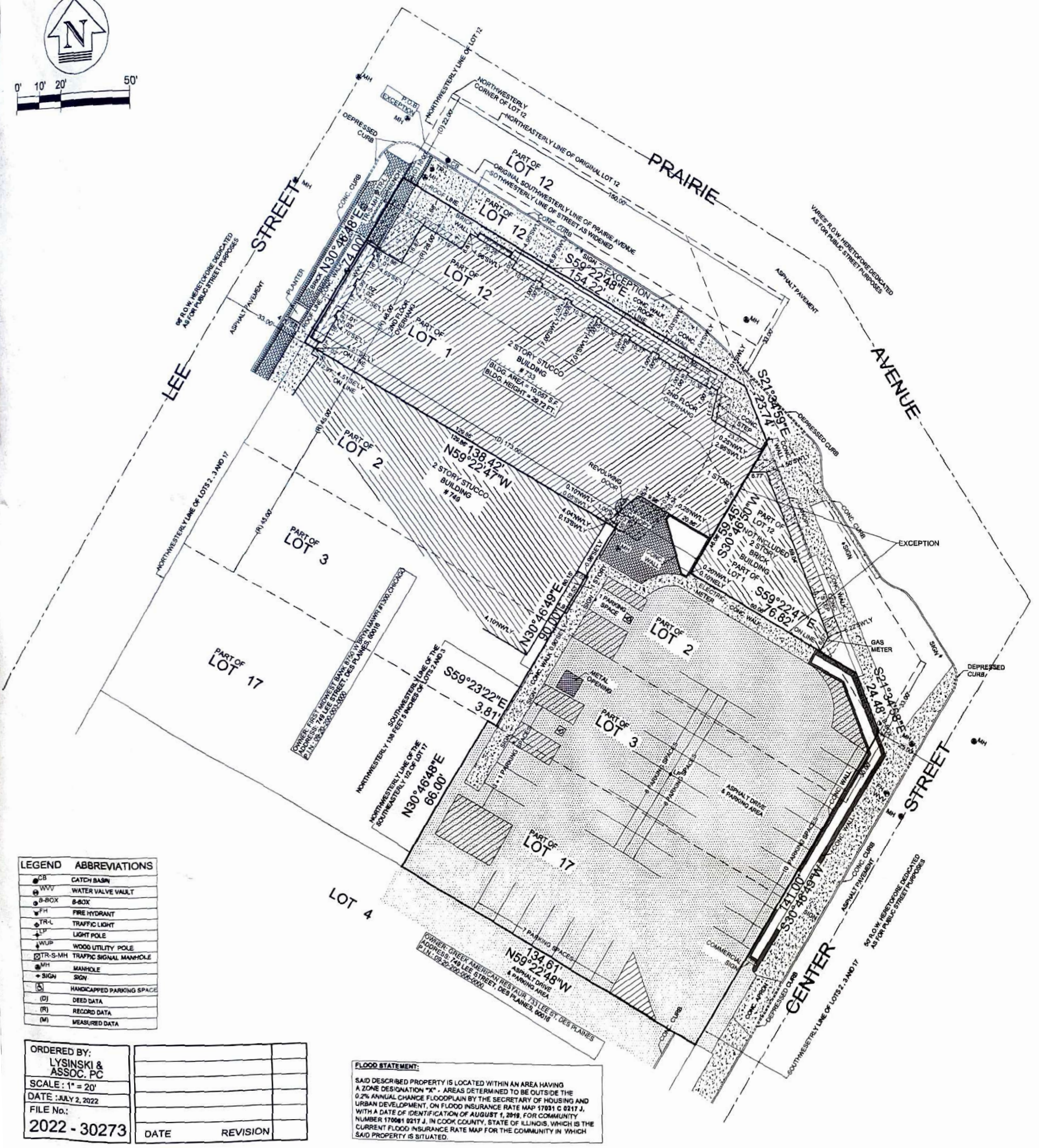
SATURN TITLE LLC
 ORDER NO.: 2233070
 EFFECTIVE DATE: MAY 26, 2022
 ITEMS CORRESPONDING TO SCHEDULE B, PART E:
 ITEMS 1 - 26
 NOT SURVEY RELATED.

DES PLAINES
 1420 MINER STREET
 DES PLAINES, IL 60016
 847-381-5300
 ZONING REQUIREMENTS:
 C-5 CENTRAL BUSINESS

STATE OF ILLINOIS)
 COUNTY OF COOK)
 I, ROY G. LAWNCZAK, A REGISTERED LAND SURVEYOR, LICENSE NO. 38-2290, IN AND FOR THE STATE OF ILLINOIS AND LEGALLY DOING BUSINESS IN COOK COUNTY, DO HEREBY CERTIFY TO:
 - GREEK-AMERICAN RESTAURANT ASSOCIATION
 - ICCD ACADEMY, NFP, AN ILLINOIS NOT-FOR-PROFIT
 - SATURN TITLE LLC

AND TO THEIR SUCCESSORS AND ASSIGNS, THAT:
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / NSPS LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(2), 7(A), 7(B)(1), 7(C), 8, 9, 10(a), 11(b), 13, 14, 16, 17, 18 AND 20 OF TABLE A THEREOF.
 THE FIELD WORK WAS COMPLETED ON JULY 2, 2022
 DATE OF PLAT: JULY 6, 2022

BY: *Roy G. Lawnczak*
 ROY G. LAWNCZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 38-2290
 LICENSE EXPIRES: NOVEMBER 30, 2022
 PROFESSIONAL DESIGN FIRM LICENSE NO. 154-054578
 LICENSE EXPIRES: APRIL 30, 2023



LEGEND ABBREVIATIONS

CB	CATCH BASIN
WV	WATER VALVE VAULT
B-BOX	B-BOX
FH	FIRE HYDRANT
TR-L	TRAFFIC LIGHT
LP	LIGHT POLE
WUP	WOOD UTILITY POLE
TR-S-MH	TRAFFIC SIGNAL MANHOLE
MH	MANHOLE
SGN	SIGN
(H)	HANDICAPPED PARKING SPACE
(D)	DEED DATA
(R)	RECORD DATA
(M)	MEASURED DATA

ORDERED BY: LYSINSKI & ASSOC. PC	
SCALE: 1" = 20'	
DATE: JULY 2, 2022	
FILE NO.: 2022 - 30273	
DATE	REVISION

FLOOD STATEMENT:
 SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "X". AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP 17031 C 0217 J, WITH A DATE OF IDENTIFICATION OF AUGUST 1, 2019. FOR COMMUNITY NUMBER 170061 0217 J, IN COOK COUNTY, STATE OF ILLINOIS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

STUDENT LOADING AND STACKING PLAN (REVISION ONE)
 ICCD ACADEMY
 733 LEE STREET, DES PLAINES, COOK COUNTY, ILLINOIS

PLANNED SCHOOL HOURS (TIMES SUBJECT TO CHANGE)

ACTIVITY	DAYS	TIME
General School Hours	MONDAY-THURSDAY	8:00 AM-4:00 PM
	FRIDAY	8:00 AM-2:00 PM
	SATURDAY-SUNDAY	9:00 AM-2:00 PM
Gen. Before School Program	WEEKDAYS	7:00 AM-8:00 AM
Gen. After School Program	MONDAY-THURSDAY	4:00 PM-6:30 PM
	FRIDAY	2:00 PM-6:30 PM
Gen Janitorial and Staff Etc. Arrival	WEEKDAYS	5:30 AM-7:30 AM
Planned Drop Off Period	WEEKDAYS	7:30 AM-8:45 AM
	SATURDAY-SUNDAY	8:30 AM-9:30 AM
Planned Pick Up Period	WEEKDAYS	3:30 PM-4:30 PM
	FRIDAY	1:30 PM-2:30 PM
	SATURDAY-SUNDAY	1:30 PM-2:30 PM
Ramadan (Iftar)	ASSEMBLY	6:00 PM-10:30 PM

BACKGROUND

Applicant currently engages in student loading in its parking lot and at the Des Plaines Public Library. Loading from the parking deck for the Library occurs only when a class is engaged in an end-of-day library enrichment program (and only for that class). Students leaving the school or library are always with a parent or guardian and students to not walk alone. Applicant currently accepts students from parents at the door and delivers students to cars. Utilizing an app, administrators are able to tell parents each day the precise time for dropping off their student(s). This has worked for several years and it worked well at the Property during the 2022-23 school year.

In early and mid-June, KLOA reported observations of 12-16 vehicles on two visits to the Property and a rather minimal operation due to the 60-student cap. Observations occurred on two days. With the cap in place, no observation of conditions under the planned student load was possible. The Property is situated downtown and amid a network of streets (Lee Street and Prairie Avenue) that offer amenities such as bus transportation, parking and structured parking. In April, 2023, Applicant asked the City to consider lane adjustments on Prairie Avenue. KLOA was concerned with the ability to have a loading plan on Center Street in light of the location of the driveway and the width of Center Street. KLOA's first recommendations related to the student loading plan included dividing loading area to allow one where planned and to allow another at Old National Bank.

With its original application, Applicant proposed a divided student loading and stacking plan at two locations: (a) the parking lot; and (b) a lane and parking spaces on Prairie Avenue. KLOA and the Village shared concerns about the lane closure on Prairie Avenue except in exceptional circumstances, each for different reasons. The City indicated that it preferred that Applicant pursue access across the neighboring Old National Bank property for student loading and stacking instead of the location proposed for Prairie Avenue. Applicant and Old National Bank have a good relationship and have cooperated in the past. Applicant will continue to work with Old National Bank. However, for zoning purposes, Applicant

submits a stacking plan relying only on its parking lot. The reasons for this are several, ranging from contingencies that may occur with staff and volunteers or weather events to the circumstance that Old National may not be in a position to allow a permanent right of access for this purpose and, if they were, Applicant's funds are first dedicated to addressing the budget for interior remodeling work that are under discussion with staff.

Applicant planned for 233 students in its original submittal to the City. Various plan modifications that will be provided separately by the architect will reflect a reduction in student enrollment. This stacking plan relies on 230 students in order to be conservative. The occupancy number will be set once staff and Applicant's architect are on the same page with some of the interior modifications.

USE AREAS

Classroom use occurs on the first and second floors. School worship takes place in the lower level. Faculty in areas have radio communication with staff outside. Some assemble their students closer to the main entrance. Applicant uses an app that networks parents so that they have specific times to drop off or pick up their students.

There are two areas within the school that have occupancies that are not considered in the stacking plan. First, the worship areas in the lower level will either be occupied by students and faculty or by individuals worshipping during a school event (fundraiser or Iftar dinners during Ramadan being the most frequent examples) or by individuals attending a non-school function. Second, Auditorium A (second floor) will host assembly-style gatherings for school activities and for activities that may not be school related. Auditorium A is intended to expand into and replace Classrooms 15-17. The lower level worship area is for worship and contemplation only. General assembly will not occur in the lower level. If there is an assembly in the auditorium and worship occurs during that assembly, most of the attendees will worship and leave the auditorium area, but exceptions arise during interfaith activities during which persons not worshipping during the assembly will not worship and they will remain upstairs. Typically, non-school related worship and assembly would involve adults who drive and who walk from areas in and near the immediate residential and business area. The arrivals and departures for these assembly activities do not create the demand for passenger loading that exists for morning and afternoon student loading and they lead to more measured arrivals and departures.

Applicant will pursue a stacking plan for the acceptance and discharge of students during the typical school day throughout the year. Stacking may be planned for an after-school event that occurs after school, but it is not likely.

Applicant will not plan for the beginning or end of any assembly use in a fashion that causes it to overlap with student loading periods.

STUDENT LOADING BACKGROUND

With the current cap of 60 students, observations over the past year are as follows:

1. 50% of the students have a sibling in that also attend. Several of them have two.
2. 25% of the students walk with family or guardians to or from school. Most walk home. Several will go to the Des Plaines Public Library. Others will walk with parents where they parked their car for an engagement before or after loading. The session table used 15% to be conservative.

3. 15% of students remain in after-school programs.
4. A percentage of students carpool, but registration limits did not allow for an evaluation of families sharing rides.
5. Currently, there is no before-school program.
6. Several students will arrive before morning unloading and leave after afternoon loading when their parents are teachers or scheduled volunteers.
7. There are no buses. Students do not bicycle to school.
8. Most days of the week, one class ends its school day at the Des Plaines Public Library after an enrichment program. These students do not return to the school unless for after-school programs.

Applicant believes the figures will extrapolate with to 230 students.

Center Street is a two-way local street with a four way stop control at Prairie Avenue (a four lane street with a median that connects Lee Street and River Road. Assuming that the City does not adopt reasonable Center Street parking restrictions for any school in the area, there is no parking on the west side of the street while an uninterrupted block face allows for street parking and/or loading on the east side of the street. Applicant's driveway is 150 feet south of the closest lane of Prairie Avenue traffic, offering sufficient separation and room for vehicles to turn north towards the Library. Situated on the reverse side of the block, the driveway has no likely connectivity with Lee Street which has a bus stop and also may see limited drop-offs for

PLAN

During unloading and loading, various teachers and volunteers will be assigned as follows: (1) two administrators to assist in general supervision and app; (2) two teachers to the door area to greet students and be available to volunteers; (3) three volunteers (parents and student patrol guards) to assist at the primary curb drop off; and (4) three volunteers (parents and student patrol guards) to assist in escorting students to and from the bypass location.

Applicant will provide rules and a template plan that is adjusted each year and may be changed during the year. Parents will receive this once Applicant has consulted with the City for comment.

This plan is provided to show that Applicant in order to establish that it can handle student loading solely from within the parking lot. The attached plan would accept and release 60 vehicles in less than thirty minutes. From ten minutes before and until ten minutes after student loading periods, the parking lot circulation will be converted to one-way counterclockwise flow. The driveway at Center Street would be a right-in, right-out driveway during student loading operations once Applicant and staff agree that it is necessary. Factors that can determine this are (a) school enrollment, (b) the volume of traffic depending on the division of students for each drop-off period, (c) adjacent and opposing uses, (d) regulation of Center Street, and (e) the portion of Center Street available and whether coordination with law enforcement for traffic control occurs.

Primary student loading will occur in the north curb area adjacent to the main entrance and, when those vehicles are not moving, the bypass loading would be filled. Cars will exit each loading area in a group of three (or four in an exceptional circumstance). The primary loading area would be the sole loading area for Pre-K and K, while first through fourth grade would use either the primary or the bypass.

Staff will arrive before the earliest student loading period and leave at the end of the applicable afternoon loading period (with exceptions for individuals with needs at the time). Staff will be directed to use Space Nos. 1-5, 14-21 and 22-31 before using other spaces subject to accessibility needs. Parents will drop their children off in the primary area or be directed to pass through to the bypass area.

Assigned staff will unload and load students into three vehicles situated at the curb at a time. A four-vehicle plan will be available for inclement weather and other special circumstances. Other assigned staff will walk students along the west sidewalk to and from the bypass area. Parents will follow the instructions on their school app for time and location of unloading and loading. Upon arrival, they shall follow the instruction of on-site staff and volunteers.

On days without rain, snow or ice and no other intervening factors, students above fourth grade may walk from the bypass area, but the path from the bypass area will not be unattended.

At all times, the interior through lane will remain open unless traffic is directed to stop for pedestrians.

The first morning arrival contemplates inin take of 52 vehicles over thirty (30) minutes. Using three curb spaces at an average of two minutes per vehicle while bypassing five (5) vehicles every 4-5 minutes, the volume can be managed quickly. Applicant utilizes radios and an app the connects to parents that allows them to flow into the queue at a specific time in order to avoid congestion on Center Street.

Each morning there will be a shorter window for students in fifth through eighth grades. These students move faster and also manage their own entry, so the operation should be more efficient.

A supervisor would be assigned general responsibility to oversee the entire student loading operation. Applicant is willing to display the app to public safety officials.

On at least an annual basis, Applicant would review plans and effectiveness of planning with the Des Plaines Police Department and engage law enforcement on the best means through which to handle student loading and stacking as well as adjustments that may need to be made for the use or in light of other future uses.

Applicant notes that it has not requested the opportunity to engage in student loading from the neighboring parcel since that parcel may be the subject of a redevelopment request. Applicant is willing to manage student loading from that parcel on any occasion when Prairie Street proves unavailable.

Again, this plan does not reflect anything more than the ability to handle student loading without other property. The number of vehicles has not been reduced for the class that is engaged in library enrichment. Applicant will coordinate with Old National Bank in any event, but it will pursue the recommendations of staff work to coordinate student loading on part of Old National Bank's site where Applicant already has arrangements for other purposes.

MEMORANDUM TO: Mark W. Daniel
Daniel Law Office, PC.

FROM: Michael A. Werthmann
Principal

DATE: July 10, 2023

SUBJECT: Existing and Projected Student Drop-Off/Pick-Up Activity
ICCD Academy
Des Plaines, Illinois

This memorandum summarizes the existing and projected student drop-off/pick-up activity at the ICCD Academy in Des Plaines, Illinois. The ICCD Academy is located in the southwest quadrant of the intersection of Prairie Avenue with Center Street. Currently, all drop-off/pick-up activity occurs in ICCD Academy's parking lot, located in the southeast portion of the site with access provided via an access drive on Center Street. ICCD officials have indicated that the school currently has a total of approximately 45 students and is proposing to have an ultimate enrollment of 230 students.

To determine the existing student drop-off/pick-up activity, KLOA, Inc. performed traffic counts at the intersection of Center Street with the access drive to the ICCD Academy parking lot. The traffic counts were performed on Tuesday, June 13, 2023 from 7:00 A.M. to 10:00 A.M. (morning drop-off period) and 2:30 P.M. to 4:30 P.M. (afternoon pick-up period). It was assumed that the drop-off activity consisted of any vehicles that were exiting the parking lot during the morning traffic counts and the pick-up activity consisted of any vehicles that were entering the parking lot during the afternoon traffic counts. **Table 1** shows the results of the drop-off/pick-up activity, by 15-minute period, for both the morning and afternoon peak hours. From the table it can be seen that the ICCD Academy generated approximately 30 vehicles that dropped off students during the morning peak hour and 24 vehicles that picked up students during the afternoon peak hour.

The ICCD Academy is proposing to increase the student population from 45 students to 230 students. Based on the results of the existing traffic counts, the projected drop-off/pick-up activity assuming 230 students was estimated and is also shown in Table 1. It is estimated that the ICCD Academy will generate approximately 145 to 155 vehicles that will drop off students during the morning peak hour and 115 to 125 vehicles that will pick up students during the afternoon peak hour assuming an enrollment of 230 students.

Table 1
 ICCD ACADEMY
 EXISTING AND PROJECTED STUDENT DROP-OFF/PICK-UP ACTIVITY

Time	Existing Conditions (45 students)	Projected Conditions (230 Students)
Morning Drop-Off Activity		
8:15 to 8:30 A.M.	3	
8:30 to 8:45 A.M.	13	
8:45 to 9:00 A.M.	11	
9:00 to 9:15 A.M.	3	
Total	30	145 to 155
Afternoon Pick-Up Activity		
2:45 to 3:00 P.M.	2	
3:00 to 3:15 P.M.	8	
3:15 to 3:30 P.M.	10	
3:30 to 3:45 P.M.	4	
Total	24	115 to 125

STUDENT LOADING DATA

SPLIT ARRIVAL AND DEPARTURE

CLASS	KIDS	AM TIME	% OF TOTAL		CARS IN	AM	MIDDAY	% AFTSCH	PM TIME	PM	5:30 PM
			2+ FAMILIES^	BEF SCH		SHIFT TOT	SHIFT TOT			SHIFT TOT	SHIFT TOT
PRE-K	35	7:45	0.50	0	12.25			0		0	0
K	35	7:45	0.50	0	12.25		24.5	0		0	0
1	20	7:45	0.50	0	7			0.15	3:15		
2	20	7:45	0.50	0	7			0.15	3:15		
3	20	7:45	0.50	0	7			0.15	3:15		
4	20	7:45	0.50	0	7	52.5	0	0.15	3:15	44.625	
5	20	8:15	0.50	0	7			0.15	3:40		
6	20	8:15	0.50	0	7			0.15	3:40		
7	20	8:15	0.50	0	7			0.15	3:40		
8	20	8:15	0.50	0	7	28	0	0.15	3:40	23.8	12.075
TOTAL	230										

^ Several families will have 3 students. 50% is conservative.

* Weghted. 25% walk, but some are accounted for in 2+ Families.

STUDENT LOADING DATA

COMBINED AFTERNOON

CLASS	KIDS	AM TIME	% OF TOTAL		CARS IN	AM	MIDDAY	% AFTSCH	PM TIME	PM	5:30 PM
			2+ FAMILIES^	BEF SCH		SHIFT TOT	SHIFT TOT			SHIFT TOT	SHIFT TOT
PRE-K	35	7:45	0.50	0	12.25			0		0	0
K	35	7:45	0.50	0	12.25		24.5	0		0	0
1	20	7:45	0.50	0	7			0.15	3:15		
2	20	7:45	0.50	0	7			0.15	3:15		
3	20	7:45	0.50	0	7			0.15	3:15		
4	20	7:45	0.50	0	7	52.5	0	0.15	3:15		
5	20	8:15	0.50	0	7			0.15	3:15		
6	20	8:15	0.50	0	7			0.15	3:15		
7	20	8:15	0.50	0	7			0.15	3:15		
8	20	8:15	0.50	0	7	28	0	0.15	3:15	68.425	12.075
TOTAL	230										

^ Several families will have 3 students. 50% is conservative.

* Weghted. 25% walk, but some are accounted for in 2+ Families.

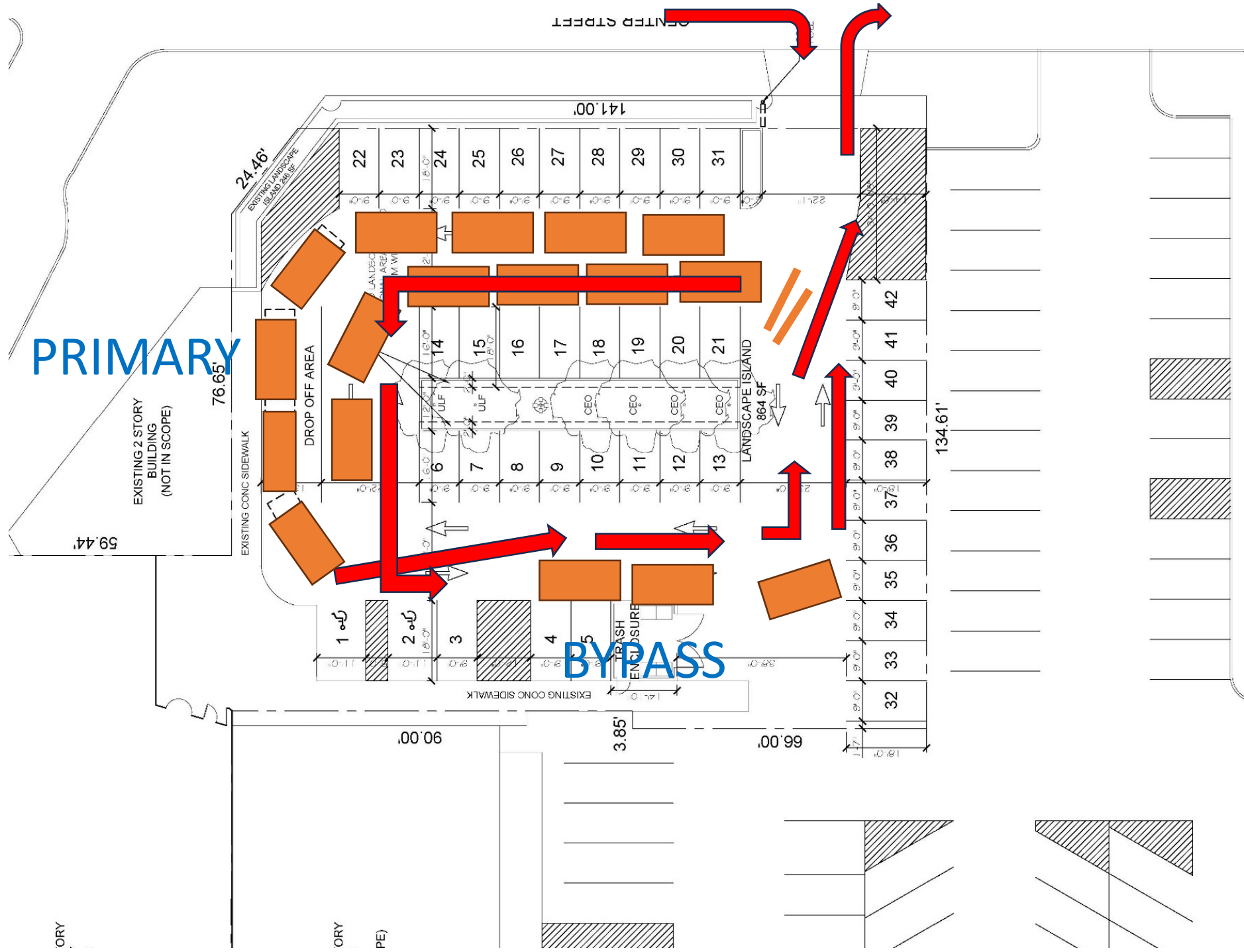
STUDENT LOADING DATA

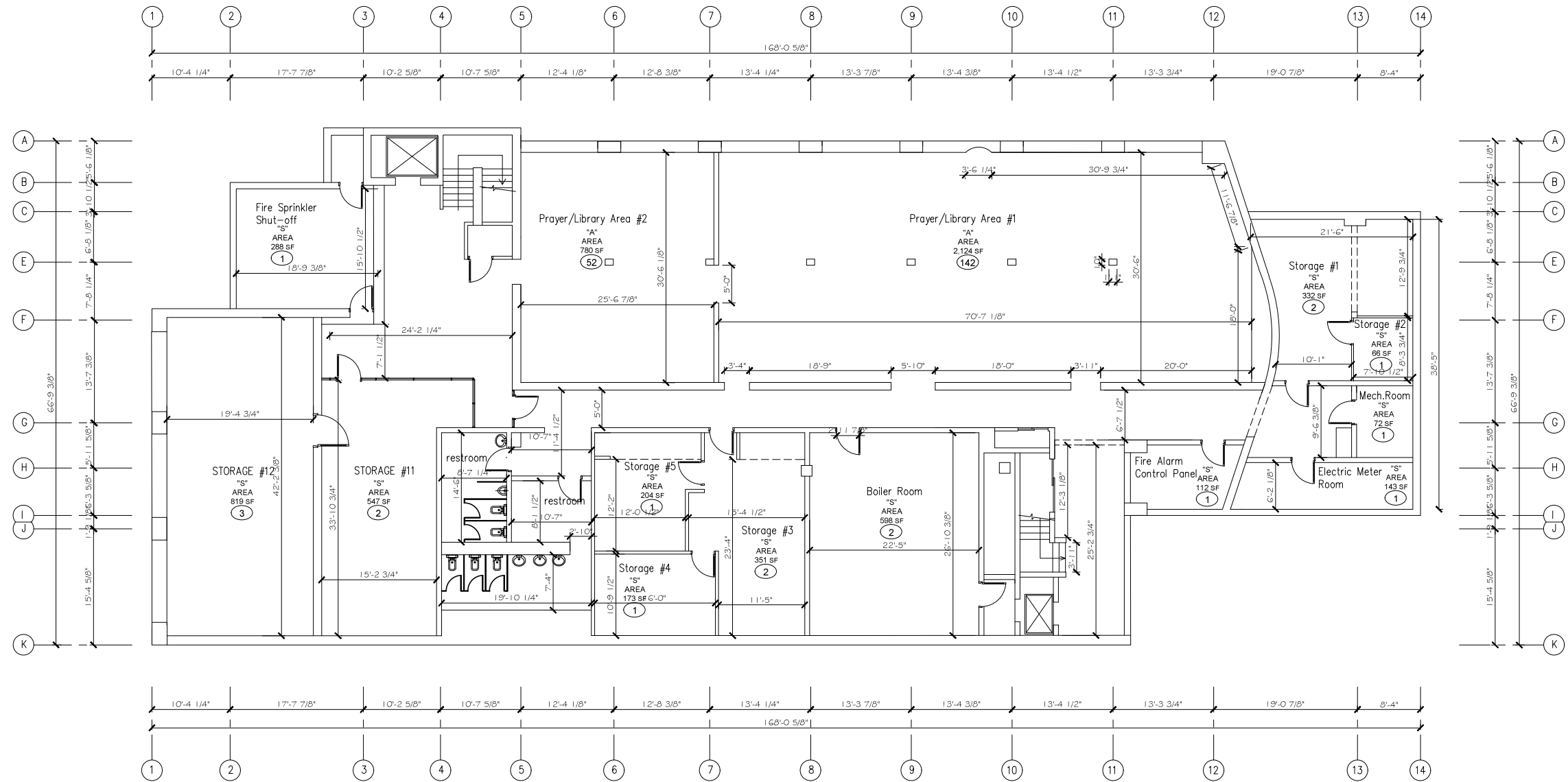
COMBINED BOTH MINUS PRE-K, K

CLASS	KIDS	AM TIME	% OF TOTAL		% OF TOTAL		CARS IN	AM	MIDDAY	% AFTSCH	PM TIME	PM	5:30 PM
			2+ FAMILIES^	BEF SCH	WALKING*	SHIFT TOT		SHIFT TOT	SHIFT TOT			SHIFT TOT	
PRE-K	35	7:45	0.50	0	0.15	12.25				0		0	0
K	35	7:45	0.50	0	0.15	12.25	24.5	24.5	0			0	0
1	20	8:15	0.50	0	0.15	7			0.15	3:15			
2	20	8:15	0.50	0	0.15	7			0.15	3:15			
3	20	8:15	0.50	0	0.15	7			0.15	3:15			
4	20	8:15	0.50	0	0.15	7			0.15	3:15			
5	20	8:15	0.50	0	0.15	7			0.15	3:15			
6	20	8:15	0.50	0	0.15	7			0.15	3:15			
7	20	8:15	0.50	0	0.15	7			0.15	3:15			
8	20	8:15	0.50	0	0.15	7	56	0	0.15	3:15	47.6		8.4
TOTAL	230												

^ Several families will have 3 students. 50% is conservative.

* Weghted. 25% walk, but some are accounted for in 2+ Families.



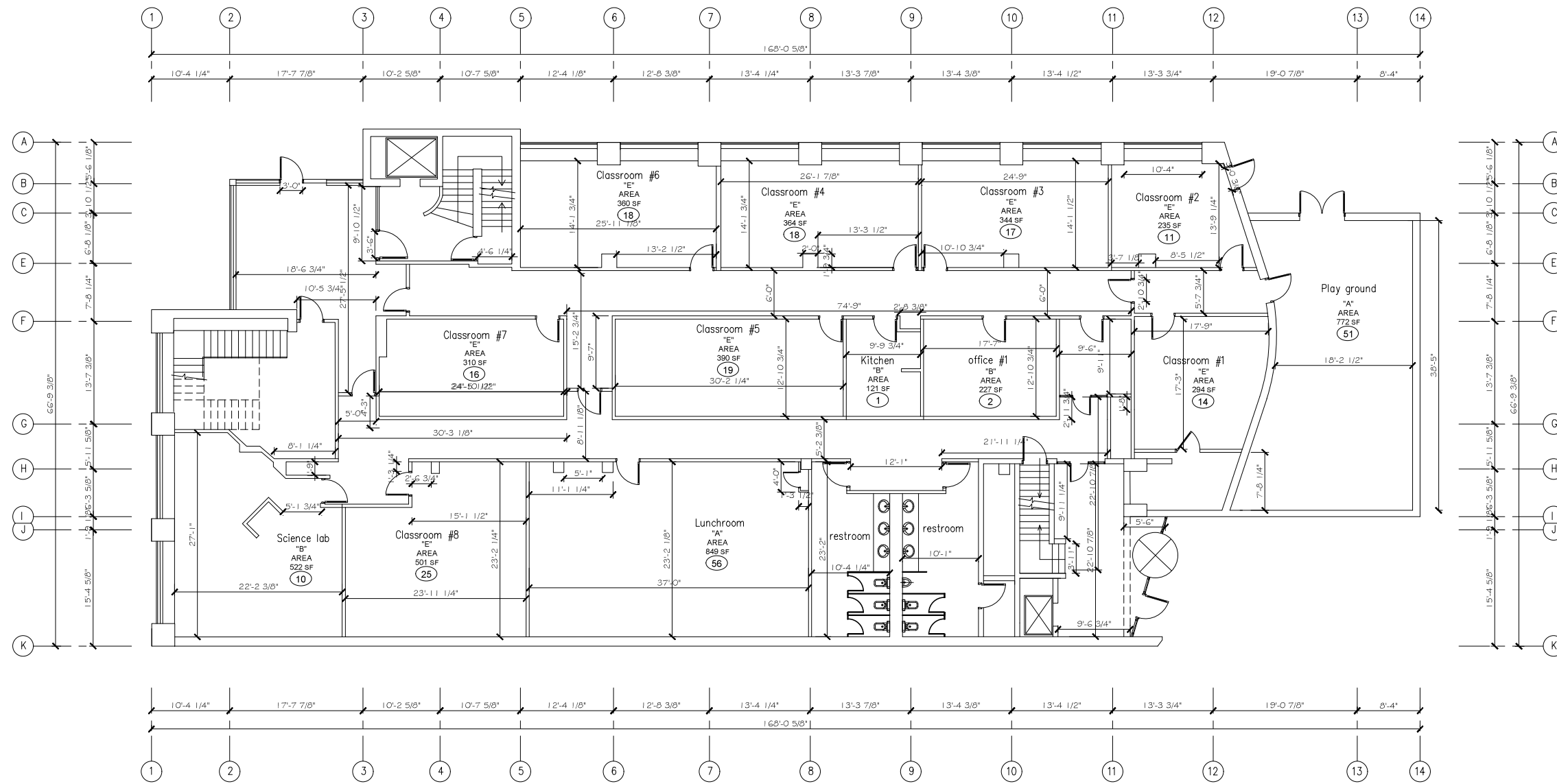


Basement

ROOM OCCUPANCY

2015 INTERNATIONAL BUILDING CODE

NUMBER	ROOM NAME	AREA	OCCUPANCY CLASSIFICATION	LOAD FACTOR	MAXIMUM OCCUPANTS	REMARKS
-	STORAGE #1	332	STORAGE	300	2	
-	STORAGE #2	66	STORAGE	300	1	
-	MECH ROOM	72	STORAGE	300	1	
-	ELECTRIC METER ROOM	143	STORAGE	300	1	
-	FIRE ALARM CONTROL	112	STORAGE	300	1	
-	PRAYER/LIBRARY #1	2124	ASSEMBLY	15	142	2' x 4' PRAYER MAT WITH 6' CLEARANCE
-	PRAYER/LIBRARY #2	780	ASSEMBLY	15	52	2' x 4' PRAYER MAT WITH 6' CLEARANCE
-	BOILER ROOM	598	STORAGE	300	2	
-	STORAGE #3	351	STORAGE	300	2	
-	STORAGE #4	173	STORAGE	300	1	
-	STORAGE #5	204	STORAGE	300	1	
-	FIRE/SPRINKLER ROOM	288	STORAGE	300	1	
-	STORAGE #11	547	STORAGE	300	2	
-	STORAGE #12	819	STORAGE	300	3	



1st Floor

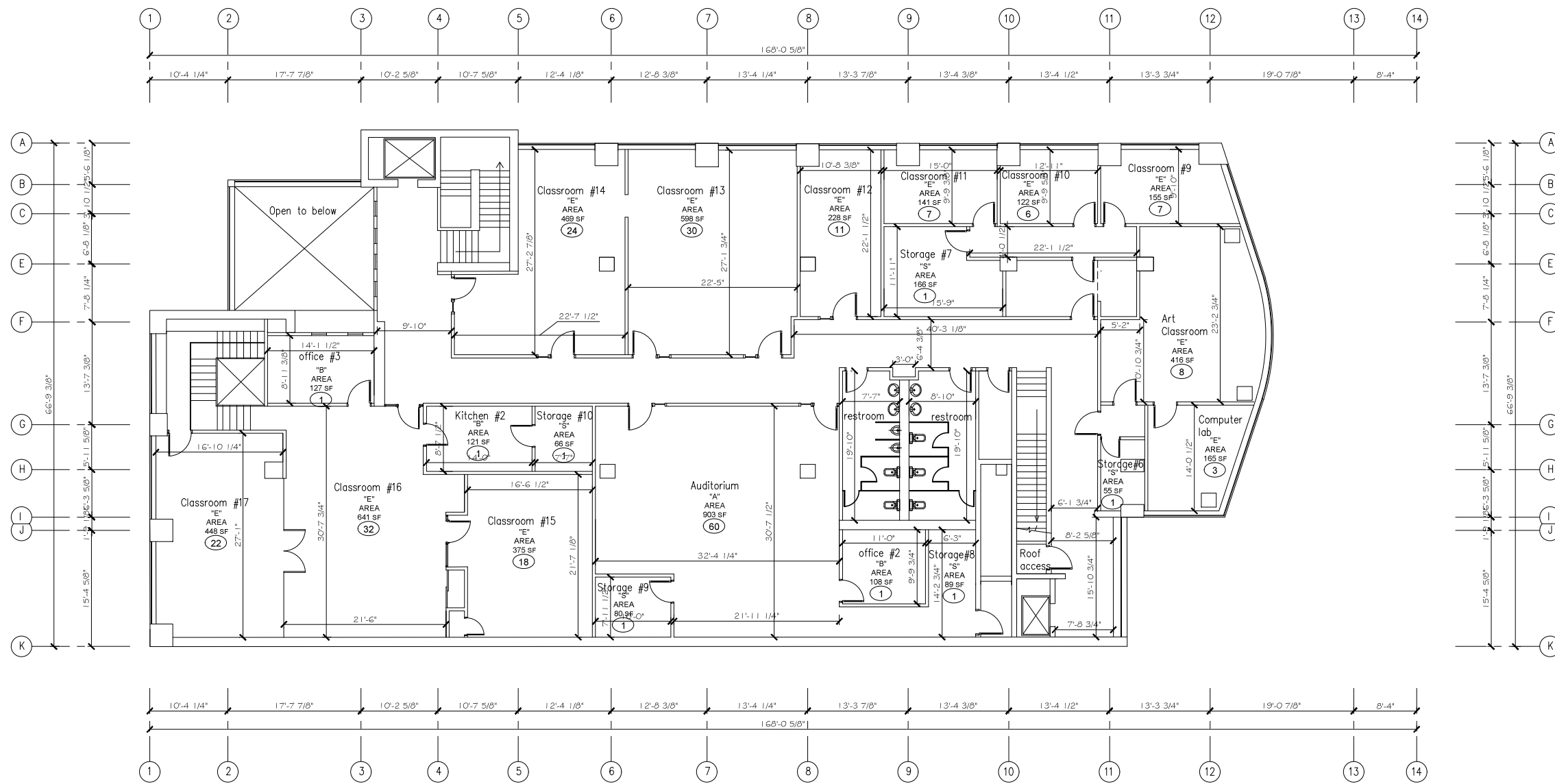
ROOM OCCUPANCY

2.015 INTERNATIONAL BUILDING CODE

NUMBER	ROOM NAME	AREA	OCCUPANCY CLASSIFICATION	LOAD FACTOR	MAXIMUM OCCUPANTS	REMARKS
-	PLAYGROUND	772	ASSEMBLY	15	51	
-	CLASSROOM #1	294	CLASSROOM	2.0	14	
-	CLASSROOM #2	295	CLASSROOM	2.0	14	
-	CLASSROOM #3	344	CLASSROOM	2.0	17	
-	OFFICE #1	227	BUSINESS	100	2	
-	KITCHEN	121	BUSINESS	2.00	1	
-	CLASSROOM #4	364	CLASSROOM	2.0	18	
-	CLASSROOM #5	390	CLASSROOM	2.0	19	
-	CLASSROOM #6	360	CLASSROOM	2.0	18	
-	CLASSROOM #7	310	CLASSROOM	2.0	16	
-	LUNCHROOM	846	ASSEMBLY	15	56	
-	CLASSROOM #8	501	CLASSROOM	2.0	25	
-	SCIENCE LAB	522	VOCATIONAL	50	10	

CLASSROOM OCCUPANCY

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2nd Floor

ROOM OCCUPANCY

2015 INTERNATIONAL BUILDING CODE

NUMBER	ROOM NAME	AREA	OCCUPANCY CLASSIFICATION	LOAD FACTOR	MAXIMUM OCCUPANTS	REMARKS
-	CLASSROOM #9	155	CLASSROOM	20	7	
-	ART CLASSROOM	416	VOCATIONAL	50	8	
-	COMPUTER LAB	165	VOCATIONAL	50	3	
-	STORAGE #6	55	STORAGE	300	1	
-	CLASSROOM #10	122	CLASSROOM	20	6	
-	CLASSROOM #11	141	CLASSROOM	20	7	
-	STORAGE #7	168	STORAGE	300	1	
-	CLASSROOM #12	228	CLASSROOM	20	1	
-	CLASSROOM #13	598	CLASSROOM	20	30	
-	CLASSROOM #14	499	CLASSROOM	20	24	
-	STORAGE #8	89	STORAGE	300	1	
-	OFFICE #2	108	BUSINESS	100	2	
-	AUDITORIUM	903	BUSINESS	15	60	
-	STORAGE #9	80	STORAGE	300	1	
-	STORAGE #10	66	STORAGE	300	1	
-	KITCHEN #2	121	BUSINESS	200	1	
-	OFFICE #3	127	BUSINESS	100	1	
-	CLASSROOM #15	375	CLASSROOM	20	18	
-	CLASSROOM #16	641	CLASSROOM	20	32	
-	CLASSROOM #17	448	CLASSROOM	20	22	

CLASSROOM OCCUPANCY

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EXHIBIT F

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Des Plaines, Illinois ("**City**");

WHEREAS, the Parkway Bank and Trust, Co. as Trustee of Trust No. 16505 is the owner ("**Owner**") of the property commonly known as 733 Lee Street, Des Plaines, Illinois ("**Subject Property**") and ICCD Academy, NFP ("**Operator**") is the beneficiary of the Trust; and

WHEREAS, the Operator applied to the City of Des Plaines for a Conditional Use Permit and major variations to allow for the operation of a private school well as site and potential sign improvements on the Subject Property commonly known as 733 Lee Street, Des Plaines, Illinois ("**Subject Property**") pursuant to Section 12-7-3.F.3, 12-7-3.K, and 12-3-6.H of the City of Des Plaines Zoning Ordinance of 1998, as amended; and

WHEREAS, Ordinance No. Z-21-23 adopted by the City Council of the City of Des Plaines on _____, 2023 ("**Ordinance**"), grants approval of the Conditional Use Permits and Major Variations, subject to certain conditions; and

WHEREAS, the Operator desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

NOW, THEREFORE, the Operator does hereby agree and covenant as follows:

1. The Operator hereby unconditionally agrees to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-21-23, adopted by the City Council on _____, 2023.
2. The Operator acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Operator against damage or injury of any kind and at any time.
3. The Operator acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.

4. The Operator agrees to and do hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by the Operator of its obligations under this Unconditional Agreement and Consent.
5. The Operator hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.
6. The Owner consents to the recordation of Ordinance No. Z-21-23 against title to the Subject Property

ATTEST:

OPERATOR: ICCD ACADEMY, NFP

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER : PARKWAY BANK AND TRUST, CO. AS TRUSTEE OF TRUST NO. 16505

By: _____

By: _____

Title: _____

Title: _____



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: July 27, 2023

To: Michael G. Bartholomew, City Manager

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

Subject: Conditional Use for Commercially Zoned Assembly at 733 Lee Street: Islamic City Center of Des Plaines Academy (ICCD)

Issue: The petitioner is requesting under the Zoning Ordinance a conditional use permit to operate a commercially zoned assembly use as the secondary principal use at 733 Lee Street, with a private school as the primary principal use. The Council will separately consider approving ordinances for the petitioner's requested zoning text amendments, as well as conditional use and variations for the private school.

PIN: 09-20-200-042-0000, 09-20-200-006-000

Petitioner: ICCD Academy NFP, 733 Lee St., Des Plaines, IL, 60016 (Authorized agent/representative: Mark Daniel, Daniel Law Office, 17W733 Butterfield Road, Unit F, Oakbrook Terrace, IL 60181)

Owner: Trustee of Trust No. 16505, Parkway Bank and Trust Co., 4800 N. Harlem Ave., Harwood Heights, IL 60706 (Beneficiary: ICCD Academy, NFP)

Case Number: #23-038-TA-CU-V

Ward Number: #2, Alderman Colt Moylan

Existing Zoning: C-5, Central Business District

Surrounding Zoning: North: C-5, Central Business
South: R-4, Central Core Residential
East: R-4, Central Core Residential
West: C-5, Central Business

Surrounding Land Uses: North: Office building, City-owned library parking garage
South: Financial institution (Old National Bank) and parking lot
East: Private school
West: Vacant site

Street Classifications: Lee Street is an arterial roadway (IDOT jurisdiction); Prairie Avenue and Center Street are collectors (local jurisdiction).

Comprehensive Plan : The Comprehensive Plan illustrates this site as Higher Density Urban Mix with Residential.

Property/Zoning History: This subject property/zoning lot is 33,177 square feet (just greater than .75 acres) and consists of two parcels. The lot is separate from both the small triangular lot and building at 1445 Prairie (not connected), as well as the lot and building at 749 Lee (currently Old National Bank; also not connected). The building on the subject property consists of three usable floors: a basement, first floor, and second floor. In addition, there is a surface parking lot in the east (rear), currently striped with 38 parking spaces per the Plat of Survey, accessible from Center Street. Since 2010, the property has primarily been a mix of office space and private school classrooms. The building was notably shared between the Greek American Restaurant Association and Plato Academy, which has since moved to 915 Lee Street. New owner ICCDA is proposing to use the building primarily as a private school but with commercially zoned assembly activities that are not necessary incidental to the school and therefore are not accessory. Consequently, as a secondary principal use, the proposed commercially zoned assembly must be separately entitled through a conditional use.

CONDITIONAL USE

Request Description: The petitioner’s submittal shows use of an auditorium on the second floor and prayer/worship area(s) in the basement for commercially zoned assembly. Their written materials, as well as their testimony in the public hearing, presents their intent *not* to have commercially zoned assembly activities overlap with school hours. This table outlines approximate days and times of programming:

Activity	Days/Purpose	Time
General school hours	Monday-Thursday	8 a.m.-4 p.m.
	Friday	8 a.m.-2 p.m.
	Saturday-Sunday	9 a.m.-2 p.m.
General before-school program	Weekdays	7-8 a.m.
General after-school program	Monday-Thursday	4-6:30 p.m.
	Friday	2-6:30 p.m.
General staff & janitorial arrival	Weekdays	5:30-7:30 a.m.
Planned Drop-off Period	Weekdays	7:30-8:45 a.m.
	Saturday-Sunday	8:30-9:30 a.m.
Planned Pick-up Period	Monday-Thursday	3:30-4:30 p.m.
	Friday	1:30-2:30 p.m.
	Saturday-Sunday	1:30-2:30 p.m.
Ramadan (Iftar)	Assembly*	6-10:30 p.m.

**A secondary principal use, not necessarily accessory to the school*

Building Safety and Occupancy

The most salient consideration in allowing the desired commercially zoned

assembly in staff's view is the remodeling or retrofitting the interior of the building so that it can meet required building and life safety codes to handle the volume of the proposed occupancy. The Building and Fire Prevention Divisions have worked extensively with the petitioner and their architect to advise on floor plans with dimensions that could allow the occupancy to approach what the petitioner desires. However, while the attached floor plans are provided for zoning consideration, they should not be considered building permit-ready drawings. In fact, staff recommends a condition to reinforce that the occupant load of the building cannot exceed the maximum established by the Chief Building Official and Fire Prevention Bureau; plans may be altered, and the occupant load may be increased, if required alterations are made. Regarding how many people are expected at assembly events, the attached floor plans establish a maximum occupancy of 60 people in the second-floor auditorium and 194 in the basement prayer/library area.

Off-Street Parking

The petitioner's plans show a restriped parking lot that increases the number of spaces from the current striping: from 38 currently to 42. The addition stems from the ability to design the accessible parking area more efficiently because of recent updates to the Illinois Accessibility Code. Further, the property lies in the C-5 District. Section 12-9-1 instructs "... no off-street parking shall be required for the first two thousand five hundred (2,500) square feet of a use...in the C-5 central business district." The petitioner is proposing two principal uses – private school (primary) and commercially zoned assembly (secondary) – and the sum of both minimums will establish the overall minimum. However, Ordinance allows the 2,500-square-foot deduction from each use. The rationale is that as the central business district C-5 is different from other areas of Des Plaines because of the availability of public parking garages and public transportation, as well as residential density that lends itself to households walking and having a reduced need to drive and park.

The table on the following page breaks down the minimum requirements for both a private school and a commercially zoned assembly, which must be summed to determine the total requirement. In summary, the total requirement is 39 spaces, and 42 are proposed to be provided, after parking lot improvements (restriping, addition of landscape island), so the requirement would be met. Nonetheless, the petitioner shared in the public hearing that they maintain a relationship with Old National Bank (neighboring property at 749 Lee) to use their parking areas when ICCDA believe they will need extra parking. The submittal does not include a written agreement with Old National, which the petitioner could explain to the Council if desired. As a separate solution for accommodating spikes in parking demand, staff and the PZB recommend a condition for the petitioner to actively publicize the availability of public parking in both the library garage (1444 Prairie) and the public spaces in The Welkin garage (1425 Ellinwood).

Table. Off-Street Parking Minimum Requirement for Both Proposed Uses

Use, Required Ratio	Floor Area	Required parking
Private School (in this case “Elementary School”): 1 space for each classroom, plus 1 space per 200 square feet of area devoted to offices	<ul style="list-style-type: none"> • Office: (all excluded because of C-5 District) • 20 classrooms 	20 spaces
Commercially zoned assembly (in this case, “Place of Worship”): <ul style="list-style-type: none"> • 1 space for every 5 seats in the main auditorium, sanctuary, nave or similar place of assembly and other rooms ... which are to be occupied simultaneously. • In cases where there is no affixed seating, 1 space shall be provided for every 60 square feet of floor area. 	<ul style="list-style-type: none"> • Assuming maximum number of seats in the auditorium (60): 12 spaces. • Assuming simultaneous occupancy of the prayer area: 2,904 square feet – 2,500 square feet for C-5 exemption = 404 square feet / 60 = 6.73 spaces (rounds up to 7) 	12 for auditorium + 7 for prayer area = 19 spaces
	Total Required	39 spaces
	Total Proposed	42 spaces

Finally, regarding the refuse/dumpster, the existing dumpster is nonconforming, as it not enclosed. The site plan shows building a dumpster enclosure, which should bring the structure into conformance. The height and materials of the enclosure are not indicated on the site plan but would be regulated by Section 12-10-11.

Planning and Zoning Board (PZB) Recommendation: The PZB held a public hearing on July 11, 2023, to consider the request and *recommended* by a 4-0 vote that the City Council approve the conditional use for commercially zoned assembly with the conditions recommended by staff.

Recommended Conditions of Approval:

1. The occupancy load for the building and all rooms utilized by the use shall not exceed the maximum set by the Fire Department and Chief Building Official. This maximum may be increased only through permitted construction and alterations.
2. Commercially zoned assembly activities, or those worship activities not accessory to the private school, shall not occur during operational hours of the private school.
3. The petitioner shall complete the parking lot project shown on the site plan within 12 months of approval.
4. No on-site food service shall occur unless a code-compliant commercial-grade kitchen were to be installed.
5. Any building or use expansion shall require the Petitioner to obtain a conditional use amendment.
6. The petitioner will publicize on its website and actively distribute to its audience a map of nearby public parking garages, with summary instructions, directions on how to access, and information on any hourly or time restrictions.

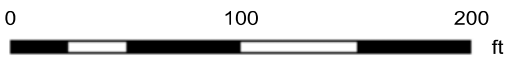
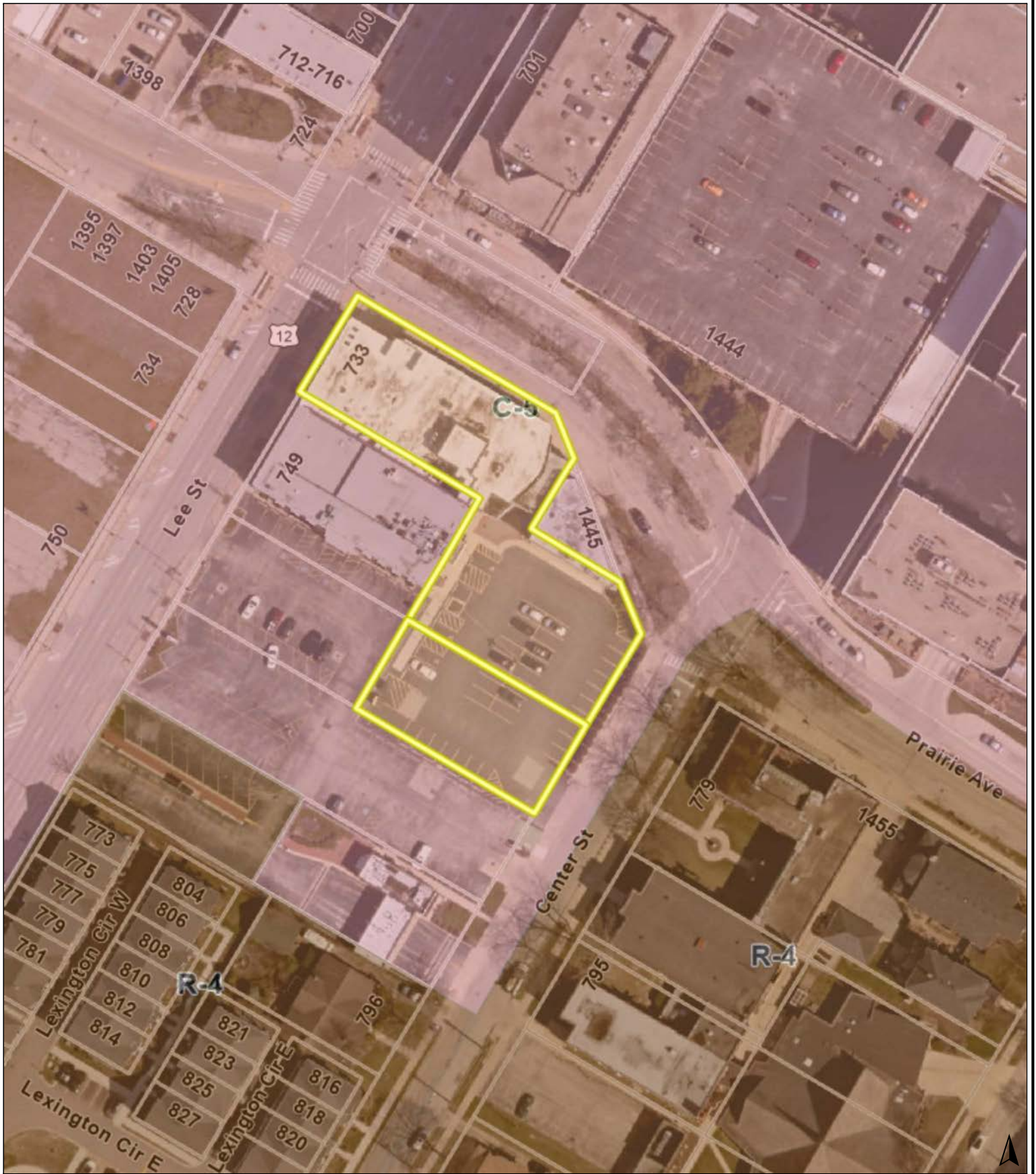
City Council Action: Pursuant to Section 12-3-4, the Council may approve, approve with modifications, or deny Ordinance Z-22-23, which would grant a conditional use for ICCDA to conduct commercially zoned assembly at 733 Lee, subject to conditions.

Attachments:

- Attachment 1: Location and Aerial Map
- Attachment 2: Site and Context Photos
- Attachment 3: Responses to Standards for Conditional Use
- Attachment 4: Chair Szabo PZB Recommendation Letter
- Attachment 5: Excerpt from Approved Minutes for PZB Meeting of July 11, 2023

Ordinance Z-22-23

- Exhibit A: Operational Plan
- Exhibit B: Land Title Survey
- Exhibit C: Floor Plans
- Exhibit D: Site Plan
- Exhibit E: Unconditional Agreement and Consent



Print Date: 7/5/2023

Notes

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

Site and Context Photos



Looking east from Prairie at Lee



Center Street parking lot entrance, looking north



On-site parking area, rear entrance



Neighboring property parking lot (749 Lee), looking northeast

CONDITIONAL USE STANDARDS

- 1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;** *Under Ordinance No. Z-024-10, Applicant is already the beneficiary of a conditional use for a private school. Applicant submits this application with a request for a text amendment, but the City could approve an ordinance amending the conditional use authorized under Ordinance No. Z-024-10 as it stands, or the text amendment will list a private school as a conditional use in the C-5 district within the 800 block of Lee Street. The commercial district assembly use is a listed conditional use in the C-5 district.*
- 2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;** *In 2010, the private school at this location was previously deemed to be consistent with the Comprehensive Plan, and the high density mix of uses preferred under the 2019 Comprehensive Plan continues to include a private school inasmuch as it will become part of a diverse downtown core and offer a valuable service to those who live and work or commute downtown and desire that their children attend Applicant's program. The proposed use avoids impacts on Lee Street by planning transportation of kids to and from two distinct areas historically used for dropping off and picking up kids (the Applicant's parking lot and Prairie Avenue). Use of these areas for stacking for student transportation during limited periods of the day will not lead to closure of a street or interference with circulation, particularly on Lee Street which is a key arterial under IDOT jurisdiction. The commercial district assembly use for non-school purposes will also serve as a draw to the area. In all instances, it is expected that the school and the assembly use will draw individuals and families into the area who will become more familiar with downtown and stay and enjoy downtown longer. Locating a private school near the public library is also consistent with the Comprehensive Plan. The assembly use is best situated on a property with a field of off-street parking available even though downtown is an area that offers structured and street parking.*
- 3. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;** *There will be no change in appearance except as noted in the site plan remarks within the application. The waste enclosure, eventual replacement of a pole sign with a monument sign as far from the sign to the south as reasonably possible and the restriping to better plan parking will benefit the area. Even though Applicant will not use the Lee Street entrance, it will avoid the appearance of the entryway and foyer as a back door and it will not use this area for storage.*
- 4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;** *The peak external impacts will typically occur during times when the neighboring bank is closed and times when most businesses have not opened. The*

afternoon period is not as intense due to after school programs, but this peak hour of use will not conflict with other schools discharging students in the afternoons since there is no plan to use Lee Street and no other school has a conflicting traffic flow on Center Street. Since 2010, there has been no harm noted to neighboring uses. The Greek American Restaurant Association chose to sell the building to Applicant for reasons unrelated to the impact of school use on the first floor while it occupied the second floor. The possible Prairie Avenue transportation point and stacking is subject to police and safety review, and it will not interfere with movements from Lee Street or through the intersection with Center Street. The taper to the student loading area is 85 feet from Lee Street and only older students will be assigned Prairie Avenue loading (they are more efficient in departing vehicles). The parking area offers a continuous 22-foot drive aisle with a stacking area for 2-3 cars, with two unloading at a time. Sufficient planning has been made for intake and discharge of students since 2010, and by Applicant in 2022-23. The assembly use is not a continuous use, but will apply at times when no school-related function is going on. During Ramadan, the school hosted several Iftar dinners at which student families gathers with and without staff to break their fast, and Applicant has no problem with traffic, site operations or neighbors. Applicant has a good relationship with the neighbor to the southeast and southwest, and it has allowed off-site parking for Applicant in the past. This will continue, but without a recorded easement or permanent authorization.

5. **The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services;** *The property has adequate utilities and public services sufficient to support the private school and the commercial district assembly use.*

6. **The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;** *The school use will not create excessive public burdens. From a traffic safety perspective, the requirement that Applicant work with the Des Plaines Police Department already exists under Ordinance No. Z-024-10. The private school at this location may lead to more children and families using the public library, but this is desired. These same students and families are also potential library volunteers. Although there has been some concern for the City's position with respect to enrollment and the need for an amended conditional use permit, none of the discussions with City staff have been beyond the discussions that would normally be held with school operators. Applicant has worked cooperatively with the City despite financial pressure arising from enrollment limitations. The downtown area should benefit from having families of 233 students gain a personal stake in the well-being of downtown Des Plaines.*

7. **The proposed conditional use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;** *Applicant has addressed traffic above. It is in the process of reviewing traffic planning with professionals and it will address loading and stacking for student transportation. Applicant is avoiding any possible impact on Lee Street and offers efficient off-street stacking while having one or more opportunities for limited use of off-site areas for student loading and stacking. There have been and will be no concerns for noise, smoke, fumes, glare or odors.*

8. **The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;** *Please see above. The use offers 43 parking spaces, a full driveway on a street removed from Prairie Avenue and Lee Street. The use will rely on Prairie Avenue, if allowed, only for the one hour in the morning and afternoon during which one lane may be a controlled lane or closed. Applicant has multiple other options that include (a) an alternative student loading area, (b) staging the intake and discharge of students by age group, (c) planning for tandem loading lanes, (d) staffing student loading areas, and (e) planning for controlled exiting from the parking lot during student loading periods. Applicant does not depend on buses or delivery trucks.*

9. **The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and** *Applicant submits that the building is an attractive building that offers a distinct style of architecture in this part of Des Plaines. Allowing its re-use for school and commercial assembly purposes will allow the building to continue as it appears to the public today. Otherwise, there is no impacted feature of Des Plaines that is of major importance that will be impacted.*

10. **The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested.** (Ord. Z-8-98, 9-21-1998) *Applicant respectfully submits that the conditional use for private school and assembly purposes meets the regulations of the Zoning Ordinance. Notably, however, the existing building and site planning requires variations for existing conditions. These are addressed elsewhere, but the new or amended conditional uses can be approved without the variations. The disadvantage to this approach would be to make financing and insurance more difficult for the Applicant—a not for profit—when it is not changing site conditions that increase the existing deviations and possible deviations from the Zoning Ordinance.*



July 20, 2023

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 733 Lee Street, Islamic City Center of Des Plaines Academy (ICCD A)
Case 23-038-TA-CU-V, 2nd Ward
RE: Consideration of Requests for Text Amendments, Conditional Uses/Amended Conditional Use, and
Variations

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on Tuesday, July 11, 2023, for requests associated with an existing building and private school at 733 Lee Street (ICCD A). The petitioner, ICCD Academy NFP, is proposing to expand the operations of their existing school, which at this time is a legal nonconforming use permitted under Ordinance Z-024-10, to incorporate more of the existing building and enroll more students (primary principal use). Further, the petitioner is proposing to conduct periodic commercially zoned assembly as a secondary principal use. Finally, the petitioner is seeking variations related to the location of the existing building and structures, as well as to allow the site plan and parking lot improvements they propose.

The requests are (i) text amendments to allow a “School – Private, Elementary and High” in the 700 block of Lee Street in the C-5 Central Business District, with a conditional use permit, where currently such schools are allowed only in the 800 block of Lee; (ii) a conditional use to operate such type of school at 733 Lee, or an amendment to the conditional use granted by Ordinance Z-024-10, whichever is necessary; (iii) a conditional use for commercially zoned assembly; and (iv) variations that address various existing structure, sign, and site conditions, and would allow proposed partial compliance with parking lot landscaping requirements.

The full summary of the petitioner’s presentations, as well as public comment offered and Board discussion, are included in the Board’s meeting minutes for July 11, 2023. The Board voted on the following motions:

- **Proposed text amendment:** The vote was 4-0 (Chair Szabo, Vice Chair Saletnik, Members Weaver and Hofherr) to recommend approval. Pursuant to the Zoning Ordinance (Section 12-3-7.D.4), the Council has the final authority on the request.
- **Proposed conditional use for private school:** The vote was 4-0 (Chair Szabo, Vice Chair Saletnik, Members Weaver and Hofherr) to recommend approval. Pursuant to the Zoning Ordinance (Section 12-3-4.D.4), the Council has the final authority on the request.
- **Proposed conditional use for commercially zoned assembly (i.e., assemblies not accessory to the private school):** The vote was 4-0 (Chair Szabo, Vice Chair Saletnik, Members Weaver and Hofherr) to recommend approval. Pursuant to the Zoning Ordinance (Section 12-3-4.D.4), the Council has the final authority on the request.
- **Proposed Major Variations from (i) Section 12-9-6.D regarding proposed parking lot curb installations; (ii) Section 12-10-7 regarding specific species requirements for parkway landscaping; (iii) Section 12-10-8.B. regarding perimeter parking lot landscaping; (iv) Section 12-11-4.G. regarding the lack of base landscaping for an existing pole sign; and (v) Section 12-11-5.A regarding the nonconforming setback of an existing pole sign:** The vote was 4-0 (Chair Szabo, Vice Chair

Saletnik, Members Weaver and Hofherr) to recommend approval. Pursuant to the Zoning Ordinance (Section 12-3-6.G:), the Council has the final authority on the request.

- **Standard Variation from Section 12-7-3.L, Table 4 to reduce the required minimum side yard (north lot line/Center Street) from 5 feet to 2 feet.** The vote was 4-0 (Chair Szabo, Vice Chair Saletnik, Members Weaver and Hofherr) to approve. Pursuant to the Zoning Ordinance (Section 12-3-6.F.1.a), the PZB has the final authority on the request.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "James S. Szabo".

James Szabo,
Des Plaines Planning and Zoning Board Chairman

Cc: City Officials/Aldermen

The petitioner is requesting the following under the Zoning Ordinance (summarized): (i) text amendments to allow a “School – Private, Elementary and High” in the 700 block of Lee Street in the C-5 Central Business District, with a conditional use permit, where currently such schools are allowed only in the 800 block of Lee; (ii) a conditional use to operate such type of school at 733 Lee, or an amendment to the conditional use granted by Ordinance Z-024-10, whichever is necessary; (iii) a conditional use for commercially zoned assembly; and (iv) variations that address various existing structure, sign, and site conditions; the recording requirement for collective parking agreements; and proposed partial compliance with parking lot landscaping requirements.

PIN: 09-20-200-042-0000, 09-20-200-006-000

Petitioner: ICCD Academy NFP, 733 Lee St., Des Plaines, IL, 60016
(Authorized agent/representative: Mark Daniel, Daniel Law Office, 17W733 Butterfield Road, Unit F, Oakbrook Terrace, IL 60181)

Owner: Trustee of Trust No. 16505, Parkway Bank and Trust Co.,
4800 N. Harlem Ave., Harwood Heights, IL 60706
(Beneficiary: ICCD Academy, NFP)

Ward Number: #2, Alderman Colt Moylan

Existing Zoning: C-5, Central Business District

Surrounding Zoning: North: C-5, Central Business
South: R-4, Central Core Residential
East: R-4, Central Core Residential
West: C-5, Central Business

Surrounding Land Uses: North: Office building, City-owned library parking garage
South: Financial institution (Old National Bank) and parking lot
East: Private school
West: Vacant site

Street Classifications: Lee Street is an arterial roadway (IDOT jurisdiction);
Prairie Avenue and Center Street are collectors (local jurisdiction).

Comprehensive Plan : The Comprehensive Plan illustrates this site as Higher Density Urban Mix with Residential.

Property/Zoning History:

This subject property/zoning lot is 33,177 square feet (just greater than .75 acres) and consists of two parcels. The lot is separate from both the small triangular lot and building at 1445 Prairie (not connected), as well as the lot and building at 749 Lee (currently Old National Bank; also not connected). The building on the subject property consists of three usable floors: a basement, first floor, and second floor. In addition, there is a surface parking lot in the east (rear), currently striped with 38 parking spaces per the Plat of Survey, accessible from Center Street. In 2010, Ordinance Z-024-10 (see attached) granted the subject property a conditional use to operate a school. This approving ordinance was requested at the time by Plato Academy, which occupied the building for several years before moving to 915 Lee Street. Plato shared the building with office tenants, notably the Greek American Restaurant Association. When Plato vacated, the office use remained. The petitioner purchased the property in 2022.

The petitioner approached staff in 2022 about opening Islamic City Center of Des Plaines Academy (ICCDA). The current Zoning Ordinance does not allow private schools in the 700 block of Lee (restriction was put in place in 2018). However, staff reviewed with the General Counsel and determined that the approving conditional use ordinance was written to run with the property and could be transferred to the same use – a private school – even though the new owner/operator was different than the original petitioner. Further, Section 12-3-4.H.3 states, “...a conditional use shall be deemed to relate to, and be for the benefit of, the use and lot in question, rather than the owner or operator of such use or lot.” Therefore, the petitioner has been utilizing the conditional use for their operations and building, bound to the restrictions of being a legal nonconforming use (Section 12-5-5) and adherence to all conditions and limitations of the 2010 approval. The City and the petitioner entered into an agreement, dated August 30, 2022, which reinforced that all conditions and parameters of the approving ordinance would apply to ICCDA. These parameters included (i) using only portions of the floor plan illustrated in the approving ordinance for school purposes; (ii) limiting enrollment to no more than 60 students, as this was represented by Plato Academy when they received the original approval; (iii) maintaining unobstructed windows, except for uniform, non-permanent window treatments; and (iv) remaining willing to work with the City if any traffic issues arise. The City issued a business registration in September 2022 to allow school occupancy for the 2022-2023 academic year, and the school subsequently opened. They are now requesting approvals to operate in a larger portion of the building with more students, and to have non-accessory worship and religious activities (“commercially zoned assembly”).

TEXT AMENDMENT

Request Description:

The petitioner, ICCDA, is requesting to amend Section 12-7-3.K of the Zoning Ordinance, specifically the Commercial Districts Use Matrix. Currently in the C-5 District, conditional use permits allow private schools only in the 800 block of Lee Street (currently the Little Bulgarian School/Center is in this block). This limitation was established in June 2018 (Ordinance Z-17-18). The requested text amendment would extend the possibility of private schools to the 700 block of Lee Street, but a conditional use would still be required, which means the PZB would hear and review and the City Council would have to approve any request for such school. The following are the proposed amendments (additions are **bold, double-underlined**; deletions are ~~struckthrough~~):

“12-7-3: COMMERCIAL DISTRICTS REGULATIONS:

K. Commercial Use Matrix:

TABLE 3
COMMERCIAL DISTRICTS USE MATRIX

P = Permitted use
C = Conditional use permit required

	C-1	C-2	C-3	C-4	C-5	C-6	C-7
Schools, private - elementary and high school					C15		

Notes:

15. For properties with frontage located on the 700 block and 800 block of Lee Street only. **Provided that there is an elementary or high school, the school may also operate kindergarten and pre-kindergarten programs accessory to the school.**

***”

CONDITIONAL USES / AMENDED CONDITIONAL USE

Request Description:

The petitioner is requesting two conditional use permits: (i) a private school, as the primary principal use; and (ii) a commercially zoned assembly as a secondary principal use. In the event the requested text amendment is not approved, ICCDA requests consideration of an amendment to the original conditional use to achieve the desired expansion of school operations.

Private school

The petitioner has operated ICCDA at the property since September 2022. They completed their first fall-to-spring main academic year in June 2023 and are currently providing summer programming. The school’s mission includes a traditional academic and religious curriculum, meaning that worship activities involving students, families, and staff are intrinsic and accessory to the school. Assuming the proposed text amendment is approved, the petitioner is seeking a new conditional use to entitle ICCDA specifically and to allow the organization to expand both student enrollment and the portions of the building that may be used for school purposes (i.e., basement and the second floor). In summary, the petitioner’s statement and plans request and depict the following:

- An allowance of *up to* 233 students, pre-K through eighth grade, exclusive of volunteers and staff
- An expanded number of classrooms (20, including art rooms and science or other labs), on both the first and second floors
- An auditorium on the second floor and prayer/worship area(s) in the basement; these areas would be part of the daily school curriculum but also serve as the proposed commercially zoned assembly area (see separate discussion later in the report).

This table outlines approximate days and times of programming in the building.

Activity	Days/Purpose	Time
General school hours	Monday-Thursday	8 a.m.-4 p.m.
	Friday	8 a.m.-2 p.m.
	Saturday-Sunday	9 a.m.-2 p.m.
General before-school program	Weekdays	7-8 a.m.
General after-school program	Monday-Thursday	4-6:30 p.m.
	Friday	2-6:30 p.m.
General staff & janitorial arrival	Weekdays	5:30-7:30 a.m.
Planned Drop-off Period	Weekdays	7:30-8:45 a.m.
	Saturday-Sunday	8:30-9:30 a.m.

Planned Pick-up Period	Monday-Thursday	3:30-4:30 p.m.
	Friday	1:30-2:30 p.m.
	Saturday-Sunday	1:30-2:30 p.m.
Ramadan (Iftar)	Assembly*	6-10:30 p.m.

*A secondary principal use, not necessarily accessory to the school

Drop-off and Pick-up Operations

The petitioner has provided a detailed description and graphical depiction of drop-off and pick-up of students, using the property’s on-site parking lot, with vehicles entering from and exiting to Center Street. In a typical day, the combined drop-off and pick-up duration is two hours and 15 minutes, and per the provided table and description, and the periods would not overlap with staff arrival and departure. ICCDA employees would be assigned parking spaces in locations that would have the least potential conflict with the temporary lanes. The drop-off and pick-up locations within the parking lot intuitively allow the younger students and their parents the nearer positions to the door, and the plan identifies that staff from the school would be outside the building during the periods to help manage the flow.

The attached plan includes observations, data, and projections prepared with the engineering firm KLOA and grounded in the makeup of the current student population. Because of the school’s tendency to enroll multiple students from a single family, the petitioner expects that the number of vehicles circulating through a pick-up or drop-off would not exceed half, or 50 percent, of the enrollment. Further, they project that approximately 15 percent of students will walk to school. Finally, the petitioner expresses willingness to work with the Police Department to the extent necessary or required. It is worth noting Police and other City staff do not support the incorporating *on-street* loading on any of the adjacent streets: Lee, Prairie, or Center. However, it is also worth noting that upon receiving this comment in staff review prior to the public hearing, the petitioner revised their plans to make the fullest and most deliberate possible use of their parking lot and drive aisles.

Building Safety and Occupancy

The greatest challenge in allowing the desired student enrollment in staff’s view is not the external factors surrounding parking and traffic but instead the remodeling or retrofitting the building such that classrooms and all school-occupancy spaces have sufficient hallway widths to provide means of egress. In the past, this building has been a mix of school and office occupancies; it is now proposed to be school and assembly (worship). The Building Division has worked extensively with the petitioner’s architect to advise on floor plans with dimensions that could allow the occupancy to approach what the petitioner desires. However, while the attached floor plans are provided for zoning consideration, they should not be considered building permit-ready drawings. In fact, staff recommends a condition that while the maximum desired student enrollment of 233 could eventually be reached in the future under conditional use approval, the occupant load of the building cannot exceed the maximum established by the Chief Building

Official and Fire Prevention Bureau; plans may be altered, and the occupant load may be increased, if required alterations are made.

Commercially Zoned Assembly

The petitioner describes certain activities that would be open to the public beyond ICCDA students, families, staff, and volunteers, particularly during holy periods during the calendar year. These activities are less frequent than the daily school operation, occupy only portions of the building (basement prayer areas, second-floor auditorium) and are therefore subordinate to the primary principal use; however, they are not incidental/accessory to the school, so the assembly activity is categorized as a secondary principal use and must be approved via a conditional use. No text amendment is required, as commercially zoned assemblies are already established as a conditional use in the C-5 District, without any additional prerequisites or restrictions.

The Iftar, or daily fast-breaking evening meal during the annual holy period (approximately one month) of Ramadan, is identified as the main time during the year when commercially zoned assembly would occur. In addition, the petitioner notes that on Fridays, the building would host Jumu'ah prayers, which may occasionally be open to the public—although the statement attests when open to the public, the Jumu'ah would not overlap with school activities. The Board may wish to ask the petitioner to explain how the overlap would not occur if the submitted schedule shows the school being open on Fridays. Further, the PZB may ask the petitioner to clarify how the food component of Iftar will occur (i.e., food brought from the outside versus prepared on site). Language within the petitioner's statements indicates no food would be prepared on site.

The basement prayer/library area spans two rooms and is 2,904 square feet per the submitted floor plan. It does not have fixed seating but lists a maximum occupancy of 194 people. The second-floor auditorium is 903 square feet and proposed to have a maximum occupancy of 60 people (presumably through fixed seating). Collectively, these are the proposed assembly use areas.

Off-Street Parking (Both Uses)

The petitioner's plans show a restriped parking lot that actually increases the number of spaces from the current striping: from 38 currently to 42. The addition stems from the ability to design the accessible parking area more efficiently because of recent updates to the Illinois Accessibility Code. Further, the property lies in the C-5 District. Section 12-9-1 instructs "... no off-street parking shall be required for the first two thousand five hundred (2,500) square feet of a *use*...in the C-5 central business district." The petitioner is proposing two principal uses – private school (primary) and commercially zoned assembly (secondary) – and the sum of both minimums will establish the overall minimum. However, Ordinance allows the 2,500-square-foot deduction from each use. The rationale is that as the central business district C-5 is different from other areas of Des Plaines because of the availability of public parking garages and public transportation, as well as residential density that lends itself to households walking and having a reduced need to drive and park.

The table on the following page breaks down the minimum requirements for both a private school and a commercially zoned assembly, which must be summed to determine the total requirement. In summary, the total requirement is 39 spaces, and 42 are proposed to be provided, after parking lot improvements (restriping, addition of landscape island), so the requirement would be met. However, the submittal does not contain a description of the projected attendance of the assembly events. The floor plans establish a maximum occupancy of 60 people in the auditorium and 194 in the basement prayer/library area, but the petitioner may not intend to have or project this many attendees. Although the petitioner expressed potential assembly occupancy in their attached Cover Statement – specifically in their proposed conditions – the PZB may wish to ask the petitioner to more clearly identify the potential number of people expected for an assembly.

Use, Required Ratio	Floor Area	Required parking
Private School (in this case “Elementary School”): 1 space for each classroom, plus 1 space per 200 square feet of area devoted to offices	Office: (all excluded because of C-5 District) 20 classrooms	20 spaces
Commercially zoned assembly (in this case, “Place of Worship”): 1 space for every 5 seats in the main auditorium, sanctuary, nave or similar place of assembly and other rooms ... which are to be occupied simultaneously. In cases where there is no affixed seating, 1 space shall be provided for every 60 square feet of floor area.	Assuming maximum number of seats in the auditorium (60): 12 spaces. Assuming simultaneous occupancy of the prayer area: 2,904 square feet – 2,500 square feet for C-5 exemption = 404 square feet / 60 = 6.73 spaces (rounds up to 7)	12 for auditorium + 7 for prayer area = 19 spaces
	Total Required	39 spaces
	Total Proposed	42 spaces

Finally, regarding the refuse/dumpster, the existing dumpster is nonconforming, as it not enclosed. The site plan shows building a dumpster enclosure, which should bring the structure into conformance. The height and materials of the enclosure are not indicated on the site plan but would be regulated by Section 12-10-11.

VARIATIONS

Request Description:

The petitioner is electing to seek several variations related to existing conditions of the building and property, specifically its required yards (setbacks), parking lot, on-site and off-site/parkway landscaping, and signs. For this irregular corner lot, the front yard extends from the west lot line where it abuts Lee, the rear yard extends from the east lot line (Center), and there are three side yards: from the south lot line, which borders the Old National Bank parking and drive-through area; from the north lot line, which abuts Prairie; and from the west lot line portion that does not abut Lee but instead separates the ICCDA parking lot from the Old National parking lot. Based on real estate listing information,¹ the building was built originally in 1957 and renovated in 1977. Not surprising, the building is a nonconforming structure in multiple ways. While the variations requested may not be essential to entitling the operation of the school or assembly, they allow the petitioner to retain certain physical characteristics and make reasonable enhancements but not comply strictly with current Ordinance requirements. In particular, with the existing parking lot nonconforming regarding various minimum curb and landscaping uses, adding new striped spaces to it could be considered intensifying the nonconformity and requiring a full upgrade to strict adherence. Therefore, the petitioner is seeking variation to allow a partial upgrade – notably installing a landscape island down the middle of the central double-loaded parking stalls – but not installing perimeter buffer strips at the south or west lot lines. The necessary variation requests are listed in the following table:

Section	Requirement	Proposed	Type of Variation
12-7-3.L, Table 4	5-foot minimum side yard on the north lot line (Center Street)	Existing condition: 2-foot minimum side yard	Standard
12-9-3.A.4	Collective parking agreements shall be recorded.	n/a*	Major
<i>*The petitioner requested relief from having to record a collective parking agreement, but their site plan shows the parking minimum would be met on site; therefore, petitioner has not submitted a collective parking agreement.</i>			
<i>Related to Parking Lot Design and Landscaping</i>			
12-9-6.D.	Install curb at least 3.5 feet from property lines at the parking lot perimeter.	Existing conditions: The south and west perimeters would not have curb.	Major

¹ Loopnet (2023). Accessed July 6, 2023 at <https://www.loopnet.com/Listing/733-Lee-St-Des-Plaines-IL/3989538/>

12-10-7	Parkway landscaping/trees with species and amounts as specified (applies here only in a small portion at near the corner of Prairie and Center)	Existing conditions in the area where the regulation is relevant.	Major
12-10-8.B.	Install perimeter parking lot landscaping at the south and western edges of the parking lot/lot lines	As shown in the site plan, install an interior landscape island but do not install perimeter landscaping at the south and west edges of the parking lot.	Major
<i>Related to the Existing Pole Sign near Center</i>			
12-11-4.G	Pole and monument signs shall be required to provide and maintain landscaping at the base of the sign	Existing conditions: no landscaping	Major
12-11-5.A.	No pole sign shall be constructed closer than five feet (5') from any property line.	Existing conditions: sign installed at lot line	Major

Standards for Text Amendments:

The following is a discussion of standards for zoning amendments from Section 12-3-7.E of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided here and also in the attached Petitioner’s Responses to Standards for Text Amendments. The PZB may use the statements below, use the petitioner’s responses, or adopt its own rationale.

- Whether the proposed amendments are consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the City Council;**

Comment: Although the Comprehensive Plan illustrates the 700 block of Lee Street as “Higher Density Urban Mix with Residential,” a school use can (i) provide the kind of regular, daily activity that bolsters the Central Business District and (ii) provide a nearby educational option for the many (and growing number) of nearby households.

PZB Modifications (if any): _____

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

Comment: The amendments appear to be compatible because they reflect existing conditions on the east side of Lee Street. On the west side, the property is vacant and ripe for redevelopment, but the amendments would not automatically entitle a school; they simply expand the possibility for the conditional use process. The City would not be bound to approve a conditional use on, for example, the 750 Lee Street property on the west side of the street.

PZB Modifications (if any): _____

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

Comment: The hub for services that private schools may need (e.g., Police, Fire) are concentrated in the Central Business District already. The 700 block is directly adjacent to the 800 block, where a conditional use for private schools is already possible.

PZB Modifications (if any): _____

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

Comment: The proposed amendments are not likely to bring a wave of private schools, and they reflect existing conditions, so there is not expected to be an effect on property values.

PZB Modifications (if any): _____

5. **Whether the proposed amendments reflect responsible standards for development and growth.**

Comment: Expanding the conditional use possibility for private schools in the C-5 District merely provides another option for development but does not automatically entitle their development or operation. The City would have the opportunity to review and authority to approve or deny specific requests.

PZB Modifications (if any): _____

Standards for Conditional Use

The following is a discussion of standards for conditional uses from Section 12-3-4(E) of the Zoning Ordinance. Rationale for how the proposed amendments may or may not satisfy the standards is provided below and in the petitioner’s response to standards. For certain standards, comments are split between the consideration of the private school (“school”) and the commercially zoned assembly (“assembly”). The PZB may use this rationale toward its recommendation, or the Board may make up its own.

1. The proposed Conditional Use is in fact a Conditional Use established within the specific zoning district involved:

Comment (school): This is pending the outcome of the proposed text amendment. However, the conditional use via Ordinance Z-024-10 dates to a time when private schools were an established conditional use at this subject property.

Comment (assembly): Yes, the requested use is a conditional use in the C-5 District.

PZB Modifications (if any): _____

2. The proposed Conditional Use is in accordance with the objectives of the City’s Comprehensive Plan:

Comment (school and assembly): The 2019 Comprehensive Plan illustrates this site to be used for high-density urban mix with residential. However, the Plan also dedicates a chapter to strategies to enhancing downtown Des Plaines and inspiring visitation and commercial activity. A daily use such as a school brings people downtown every day and builds downtown visitation into their routine, which makes it possible they will also patronize businesses downtown, such as a grocery store, retail store, restaurant, dry cleaner, doctor’s office, or services establishment.

PZB Modifications (if any): _____

3. The proposed Conditional Use is designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity:

Comment (school and assembly): Any exterior alterations proposed with this application would, if anything, enhance the property and character of the area.

PZB Modifications (if any): _____

4. The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:

Comment (school): The petitioner has provided a thorough pick-up and drop-off plan, which utilizes their parking lot, to address the proposed increase in enrollment. Staff has not received any complaints about the current ICCDA’s operation since September 2022, albeit with a notably smaller enrollment than what is proposed.

Comment (assembly): The Board may consider whether having a potential spike of additional traffic and activity during essentially one month of the year for a few hours at a time and on occasional Fridays rises to the level of being “hazardous” or “disturbing.”

PZB Modifications (if any): _____

5. The proposed Conditional Use is to be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or, agencies responsible for establishing the Conditional Use shall provide adequately any such services:

Comment (school and assembly): The existing building has been adequately served by essential public facilities and services. Staff has no concerns that the proposed use will not be adequately served with essential public facilities and services in the future.

PZB Modifications (if any): _____

6. The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:

Comment (school and assembly): While the petitioner is offering to collaborate with City staff and departments, such as Police, Fire, and Building/CED, staff does not interpret these as being obligatory activities. On the contrary, staff expects that approved conditionals uses would set reasonable conditions and expectations and set the stage for long-term compliant occupancy and operation.

PZB Modifications (if any): _____

7. The proposed Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors:

Comment (school and assembly): All activities are proposed to occur inside buildings, aside from those driving, walking, or otherwise getting to and from the doors of the building. All uses must be in compliance with the Environmental Performance Standards in Chapter 12 of the Zoning Ordinance.

PZB Modifications (if any): _____

8. The proposed Conditional Use provides vehicular access to the property designed so that it does not create an interference with traffic on surrounding public thoroughfares:

Comment (school): While the increased enrollment will inherently bring more vehicles to the area, the spikes will be short and should be managed to prevent stacking into Center Street (i.e., a queue that blocks or impedes traffic). Observations reported by the petitioner in their submittal, as well as anecdotal observations by staff, indicate that there is additional capacity on adjacent streets during daytime school hours.

Comment (assembly): The Board may consider asking the petitioner to commit to methods to encouraging carpooling, using non-motorized transportation (walking and parking), or, if driving, utilizing nearby public parking garages (i.e., Library Garage, immediately north on Prairie, or 1425 Ellinwood/Welkin garage approximately ½ block to the north on Lee).

PZB Modifications (if any): _____

9. The proposed Conditional Use does not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance:

Comment (school and assembly): The subject property is within an already development building and thus would not result in the loss or damage of natural, scenic, or historic features.

PZB Modifications (if any): _____

10. The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:

Comment (school and assembly): The proposed uses would comply with all applicable requirements as stated in the Zoning Ordinance.

PZB Modifications (if any): _____

Variation Findings:

Variation requests are subject to the standards set forth in Section 12-3-6(H) of the Zoning Ordinance. Rationale for how the proposal addresses the standards is provided in the attached petitioner responses to standards, with some comments from staff below. The Board may use the provided responses as its rationale, modify, or adopt its own.

1. Hardship: No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty.

Comment: See petitioner’s responses to standards.

PZB Modifications (if any): _____

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

relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

Comment: The subject property is an irregular shape, having a lot line fronting on three different streets while also being a corner lot. In staff's view, this is truly unique. See petitioner's responses to standards for more.

PZB Modifications (if any): _____

3. Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title.

Comment: The petitioners did not create the unique shape and dimensions of the lot. See petitioner's responses to standards for more.

PZB Modifications (if any): _____

4. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

Comment: See petitioner's responses to standards.

PZB Modifications (if any): _____

5. Not Merely Special Privilege: The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot.

Comment: See petitioner's responses to standards.

PZB Modifications (if any): _____

6. Title And Plan Purposes: The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan.

Comment: See petitioner's responses to standards.

PZB Modifications (if any): _____

7. No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.

Comment: See petitioner's responses to standards.

PZB Modifications (if any): _____

8. Minimum Required: The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.

Comment: See petitioner's responses to standards.

PZB Modifications (if any): _____

PZB Procedure and Recommended Conditions: Because of the multiple requests, staff recommends the Board take multiple motions: (i) recommendation on the proposed text amendment; (ii) recommendation on the proposed conditional use for private school/amended conditional use through Z-024-10; (iii) recommendation on the proposed commercially zoned assembly; (iv) a final vote on the standard variation regarding the required side yard; and (v) a recommendation on all other requested variations, which the Board could consider with one motion or individually.

TEXT AMENDMENT

Pursuant to Section 12-3-7(E) of the Zoning Ordinance, the PZB may vote to *recommend* approval, approval with modifications, or denial of the proposed text amendment. The City Council has final authority over the request.

CONDITIONAL USE / AMENDED CONDITIONAL USE FOR PRIVATE SCHOOL

Pursuant to Section 12-3-4(E) of the Zoning Ordinance, the PZB may vote to *recommend* approval, approval with modifications, or denial of the conditional use. The City Council has final authority over the request.

The petitioner suggested conditions in their attached Cover Application Statements. The Board may review them, but staff does not recommend their verbatim use, with particular concerns about (i) the reference to 36 parking spaces, when the minimum requirement (with both uses active) is 39, and (ii) a temporary occupancy allowance through 2028 pending hallway-width changes. Instead, should the PZB recommend approval of the conditional use, staff suggests the following conditions:

Recommended Conditions of Approval

1. Notwithstanding the desired maximum number of users, the occupancy load for the building and all rooms utilized by the use shall not exceed the maximum set by the Fire Department and Chief Building Official. This maximum may be increased only through permitted construction and alterations; provided, however, the total attendees shall not exceed the numerical limit set through this conditional use approval. Every room or space that is an assembly occupancy shall have the occupant load of that room or space posted in a conspicuous location, near an exit.
2. The petitioner shall complete the parking lot restriping and landscape project shown on the site plan within 12 months of approval.
3. No on-site food service shall occur unless a code-compliant commercial-grade kitchen were to be installed.
4. Any building or use expansion shall require the Petitioner to obtain a conditional use amendment.

CONDITIONAL USE FOR COMMERCIAL ZONED ASSEMBLY

Pursuant to Section 12-3-4(E) of the Zoning Ordinance, the PZB may vote to *recommend* approval, approval with modifications, or denial of the conditional use. The City Council has final authority over the request.

However, should the PZB recommend approval of the conditional use, staff suggests the following conditions:

Recommended Conditions of Approval

1. Notwithstanding the desired maximum number of users, the occupancy load for the building and all rooms utilized by the use shall not exceed the maximum set by the Fire Department and Chief Building Official. This maximum may be increased only through permitted construction and alterations; provided, however, the total attendees shall not exceed the numerical limit set through this conditional use approval.
2. Commercially zoned assembly activities, or those worship activities not accessory to the private school, shall occur at different times.
3. The petitioner shall complete the parking lot restriping and landscape project shown on the site plan within 12 months of approval.
4. No on-site food service shall occur unless a code-compliant commercial-grade kitchen were to be installed.
5. Any building or use expansion shall require the Petitioner to obtain a conditional use amendment.
6. The petitioner will publicize on its website and actively distribute to its audience a map of nearby public parking garages, with summary instructions and directions on how to access and any hourly or time restrictions.

VARIATIONS

The petitioner is requesting one standard variation and multiple major variations. Pursuant to Section 12-3-6.F of the Zoning Ordinance, the PZB may vote to approve, approve with modifications, or deny the Standard Variation to reduce the required side yard.

Then the Board may consider pursuant to Section 12-3-6.G a vote to *recommend* approval, approval with modifications, or denial of the Major Variations. The City Council has final authority over the request. Staff does not recommend conditions for the variations.

Attachments:

Attachment 1: Location and Aerial Map

Attachment 2: Site and Context Photos

Attachment 3: Plat of Survey

Attachment 4: Ordinance Z-024-10²

Attachment 5: Responses to Standards for Text Amendment

Attachment 6: Responses to Standards for Conditional Use

Attachment 7: Responses to Standards for Variation

Attachment 8: Application Cover Statements, Operational Plan (collectively the Project Narrative)

Attachment 9: Stacking, Circulation, and Pick-Up/Drop-Off Plan (with projections and data)

Attachment 10: Site Plan

Attachment 11: Floor Plans

Chair Szabo swore in Mark Daniel, Attorney for the petitioner, Jose Pareja, Architect for the petitioner and Nayeem Syed, President of the School and Board and petitioner for the project. Mr. Syed gave some background on the school. He stated that they want to expand the building and school. They want to have the Islamic school and academy. Prayer is part of the curriculum. To operate the school and maintain the building, they cannot afford to maintain the building with the existing number of students and need more enrollment. They think there will be more apartments occupied and stores shopped at in this area by the new occupants of the building.

Mark Daniel stated that they are in this process later than they hoped with opening the school. They hope to have PZB recommendation after going through the history. This was an office building that was previously occupied by the Greek American Restaurant Association. All the first floor was used for school services. There were assumptions made prior to the office building being purchased that caused a fire drill with the city to allow a temporary certificate of occupancy. They knew they would have to convert the second floor a bit, but they entered a temporary occupancy with the city to cap the students at 60. He gave a memo for KLOA that were consulted about student drop off and traffic counts. They did this during a busier time of year when more students were in cars. At the end of the year, parents and kids bring more things

² 2022 compliance agreement between City and owner/petitioner available upon request to City staff.

home in cars and there is less walking. KLOA had a projected vehicle count the last 2 days of school. There was less in the afternoon because ICCD has a half day program.

He stated that they want to preserve the pole sign. It turns in towards the property, so it does not obstruct the sidewalk. They intend to reface and paint the sign. There is a city improvement adjacent to the sign. There is a landscaping improvement that abuts the parking lot too.

Mr. Daniels stated there is a prior conditional use for a school, but it was for the first floor only. Every variation we are asking for existed in 2010. The parking lot, sign, and property conditions are all existing with these variations. In 2022, there were reductions agreed to. From the petitioner's perspective, it is a reduction. ICCD had a conditional use for only part of the first floor. They are looking to accomplish a few things. The first thing is to get the school entitled for the whole building. It is a two-story school with a worship area in the lower level. On the second floor, there is a large classroom, and they want to create a larger auditorium. Otherwise, it is all classrooms, computer labs, art labs, kitchen/eating area. Those are all generally on the first floor. As far as the auditorium is concerned and how they phase things, in 2022 they didn't have a lot of choices. They didn't want to appeal city staff's decisions, they needed staff's help otherwise the students would have lost their school.

Mr. Daniel stated the conditional use is phrased as either new permit or amending the permit. This is a fallback. They are asking for a text amendment. Schools are only allowed on the block with the Little Bulgarian School. They are hoping the City will add schools to the permitted uses on this block. They anticipate building up over time. All these numbers are dependent on permitting, life safety, etc. These numbers on the screen are permit issues that we are dealing with. Those are estimations. They may not get to 233, but it might be 228. It depends on how permitting goes.

He stated the text amendment is common sense. A lot of schools have a pre-k and a kindergarten program. In the code we propose that you add specifically that language – that if they have an elementary school, they can operate pre-k and K in the same place. Right now, ICCD operates pre-K, K and 1-8. That is the text amendment. They changed “located on” to “frontage”. The amendment is consistent with the comprehensive plan. They have reached out to a consultant that showed there is a vacancy rate of 22% for certain office types in this area. This is an office building. This building is Class A Office but once rehabbed it probably falls into the Class B category. The occupancy in Class B are greater and the sublets are less available.

Mr. Daniels said the office use is slow to recover. The petitioner views this case as a way to get folks downtown. You can expect a good number of families to use downtown associated with this school. The C-5 and R-4 districts are focused on multifamily residential. They have townhomes directly to the south and the other side of the street. They have condos and apartments in every direction. It makes sense to have supportive uses in C-5. Some of the kids will want to go to a private school and it makes sense as a supportive use for those residents.

Typically, you try to locate schools on collectors or arterials. In the past in planning, in a subdivision, you would take land for a school. Because all the land is built up, that doesn't happen often, larger schools can be on arterials and smaller schools on collectors. Lee St is an

important arterial in town and Prairie Ave is a collector. As far as the amendment is concerned, the amendment is reflective of the use that has been there since 2010. There is a collection of uses downtown that include a lot of institutional uses. They have a history of schools across the street with St. Mary's. St. Mary's Church is still there. At the bottom of the map [referring to slide] Plato Academy moved. Little Bulgarian School is nearby, as well as the history center and the library. This area is used to this type of traffic during the day. Those big parking lots are for people to park downtown. Some of the surface parking is under private ownership too.

Mr. Daniels stated as far as trends in the area, you have your retail situated along the Metra line, with service uses along Lee St. They are not interrupting a service corridor –Lexington Townhouses and the bank are neighbors (they have been terrific to work with for our applicant). This is a good adaptive re-use of a building, even if it was a new school today. To the extent the students use the library, they have end of the day classes where one class is engaged in library enrichment and that supports the property value. More traffic leads to more service traffic in the area. Those greater ADTs are supportive of retail uses.

Mr. Daniel stated that this text amendment is responsible planning – it is still a conditional use. You evaluate each case on its merits. They are at the end of the block, not technically defined as a through or corner lot, but it looks like both. They fall through some cracks in the definition of code, but they are at the end of the block. It might be a different story if we were not at the end of the block or closer to Little Bulgarian. That is the core responsibility of keeping this use as a conditional use with this text amendment. Schools are one of the most important assets in Des Plaines.

Mr. Daniel said they use the “up to 233 number” for students, but Allen (building official) will have a big say in that. In terms of occupancy, they are aiming for use of the entire building. Parking modifications they are looking at are fairly minimal. The handicap parking is outdated and oversized. They can increase parking to 42 spaces, we have 38 right now. They would re-stripe the lot. The plan in the packet shows a landscape island in the middle of the parking lot between two rows of parking. With respect to the landscape island, we would like to stripe that first. If staff demands landscape on the island, they will do that. We will have phasing of modifications to the building over time. Ultimately, they will have a larger auditorium. The main entrance – there will be a slight change here. They will not be using the entrance at all. The Lee St entrance will be the accessible route to the building; appropriate plans will be made for that. If there is an accessibility challenge, they believe most parents will take them through the opposite side of the building. For the conditional use for the school and assembly – they will not be operating simultaneous. If school is in progress, you will not have commercial district assembly. The assembly use is different from the school and will not operate simultaneously.

He touched on the student loading areas. There are notes in the staff report too. The bank has been a great neighbor, they have used the parking for non-bank hour parking. They confirmed with Old National that they still have the relationship to use it during non-banking hours. The fifth request is asking to waive the collective parking agreement. It is a large property, capable of further development. Their plans show they can load and unload and park in full compliance with the ordinance. With the morning and afternoon loading, we will satisfy the code standards.

The most common use of Old National will be during Ramadan, the 30-day period that gets earlier and earlier every year per the calendar. Iftar is the dinner that breaks fast; these events can occur with the school or outside people. You can have people worship in the basement and people like me who will remain in the auditorium and not pray. That would be the most intensive use. That goes from 6:30 to 10:30. It is later in the summer months and ends earlier in the winter months (it is timed by the sunset).

Mr. Daniels stated as far as the use of Old Second, the school has already had assembly uses where they have used the lot and worked well. However, they meet the parking requirements and do not need the collective parking requirements, but they wanted to put this in just in case we come up shy with the parking requirements. There is a direct route through the bank parking lot to the building. It extends along the dumpster in the plan. As far as the conditional use standards are concerned, there are two bases: the first is the 2010 ordinance, possibly being amended. For more clarity, they think we could have a new conditional use. The other conditional use is the assembly use. They are in the position where they would meet higher density needs downtown. You talk about the importance of institutions in the comprehensive plan. The older churches are all included in the comprehensive plan and all these private schools in the area do contribute too.

He stated there is history of schools here, with Plato in this location and in the last year with us in this building. They did use KLOA to do projections/traffic although they have not had issues. Center Street is either residential or institutional. You do have a rear exit for Old National and a small house that might be used for business on Center Street, but it is similar to streets near Elmhurst, on the right a public school and the left a private school. I asked staff to ask the police department to help with street drop offs. The street is not that busy for drop offs. The police and KLOA agreed that drop off should be done on site instead. They can pull in all the traffic from center and have a wide enough drive aisle and load vehicles into the property and have the students exit the vehicles according to a loading plan. Certainly, they can handle a large amount of traffic with three lanes and capacity on Prairie. Approaching the school is one lane, expanding to two towards the library.

Mr. Daniels said you could have between 60-200 people based on occupancies, but there is a difference between building and zoning. For school assembly, nothing out of the ordinary. He said he is Catholic, he went to a Catholic middle school, we worshipped and prayed in the school. It is no different here, but it is on different floors. He mentioned the ADA route. There is a clothes donation box they would like to keep open for the safety of donations and not enclose with the dumpster. In the top right, they note no use of Prairie (referring to site plan on slide). They have a deferred landscape curb that we will install once staff have told us to do it. They want to first get a handle of student loading before landscaping. For student loading we do want to meet with staff and the police annually, so they know our plan and ebb and flow.

The pole sign was mentioned – down the road, it will be a monument sign. Old National has a monument on its building. They would not want to put it on our driveway. There was a parking space that we eliminated during planning, to aid pedestrian traffic. They have the option for a right in/right out if needed.

Mr. Daniel discussed the hours of the day – Uses will not be simultaneous for the school and worship. The prayer will generally be between 12:30 and 2:30. The school closes for an hour before this prayer happens because they need time for people to get into the building. Classes would end and there would not be an after-school program. He mentioned Iftar during Ramadan. As far as the hours during the day, these are estimated. For the purposes of this hearing, they are showing they can handle student loading without relying on Old National. Our analysis is only based on our property – right in, right out and two lanes with 20 ft vehicles. When preparing this slide, he used what he learned in facility planning. They say you should unload in groups of 3. KLOA says it might be easier to load in 6-7. They can fit 6-7 in the lot, have those pull out, and pull the next 6-7 in. They have 11 cars behind the 6 or 7 actively loading. 6-7 come in, children exit the vehicle, once they are clear, the students pull out. They can be directed to a “reserve space” if needed. Any spaced with a D is a drop space [referring to site plan on screen]

He explained how they stick with the 2-3 minute drop off. If half the kids are released at one time and not another, how do we guarantee parents arrive at the same time? There are apps on your phone where ICCD can at any given moment tell the parent when to pick up their child. The parents then come in at that time. If you have children in the same grade, one is in the later grade, you can load them all in the cars. Right now, they park in the spaces and take the kids out. They will not be doing that with the 200 students. This is handled by teachers and volunteers. Where do they park? The E spaces. A lot of the teachers and volunteers have kids at the school. The table here is an interval for the 6-7 cars [referring to slide]. During the noon period, people may be able to park on site. In the afternoon drop off, it is not a peak hour, and it is 50 minutes in the worst-case scenario.

Mark Daniel said they don't share plans too publicly of schools, they are on file with staff. The auditorium is on this slide [Phased Auditorium Expansion Slide]. The capacity of 233 is based on this whole area being an auditorium and not classroom space. We are setting a cap for the analysis. The other assembly space is in the lower level. There are a few numbers there, 52 and 142 [worship and reflection slide]. The use of the area – there are bookcases along the back wall. We anticipate 145-165 people, even though the building occupancy is higher. There is no food or service in this area. People worshipping would move upstairs, this area downstairs is only for reflection. It is a more passive use. The basic standards for conditional use – there is no disturbance from a school in this area. You might see students walking to the library, but there are crosswalks and sidewalks to this area. No demand on public services. They will not interfere with the PACE bus stop. No offensive activities. This was planned for these uses from a parking perspective. The office use can generate traffic and parking demand. You can see the stacking and movement. They are getting cars off the street where no traffic will be blocked.

He stated they are preserving the building because they are asking for variations for the existing building. The 42 parking spaces is more than the school and assembly uses. He makes the note here that if you are willing to allow us to stripe the landscape island in the parking lot, they will install when the city demands it. They need to re-stripe to get to 42 spaces.

He said for the conditional use for a commercial district assembly, there is not much difference in the styles of assembly. [Reading the Conditional Sue for Commercial District Assembly Slide]. A

lot of the same planning occurs that is discussed with the school. Nothing hazardous. Similar conclusions to the school. For the record – they would like the school conditional use to run with the land. For the commercial district assembly, they are planning and contemplating where it will occur; they are ok with this running with the school because the new use could have a different type of assembly use. The Islamic Community Center is something many people from this school belong to; this is not a replacement for the mosque. Please note the Iftar timeframe towards the end – people start to leave around 9:30. 10:30 is when it ends. The time it is most busy is summer solstice.

KLOA is not here tonight to speak, but they will continue working with the petitioner. If they did not get approval by council, they will get an agreement from Old National to get a collective parking agreement and talk about daytime loading and unloading. KLOA will help with that, and they will help with the student loading plan. They use a lot of care in our student loading. Everyone has a radio. Teachers and students advance based on the time in that app. Teachers check students in and out, it is a very meticulous careful process. You have intervals where you have these cars coming in. These are accounted for by groups of classes. PreK and K come in first.

On the variations sought, it is similar. They ask you to preserve what they have. There is hardship with the existing building. They did not plan the site. Prairie was widened after the building was constructed and that is why they are short on setbacks and landscaping. They have multiple front yards, but the code will not define it as a through lot because it is offset. Existing conditions are what we are dealing with. They are not increasing the non-conformity in any respect.

Jose is the architect and will answer any questions. It is important to note the one issue staff will discuss during permitting is the dumpster location. In this photo [on screen] where the cement pad is to the entrance of the property, that is where the dumpsters are now (unscreened). The dumpster in the plan they are proposing is going to be about midway along the parking spaces [on screen]. The relocation south will not be an issue for any reviewer of the plan for substantial conformity.

He has worked with the applicant continuously since April and in July, August, September. The building is a good building for a school of this sort and capable of interior remodeling. Something to remember about schools – children don't forget the area they went to school; they remember all the locations and when they are older, they go back even if they are in a different location. It puts downtown in the minds of hundreds of students over the years. I am happy to answer questions.

Mr. Syed, Petitioner stated they need to use the entire building and they want to work with the city to have a good relationship and make this happen.

John Carlisle, CED Director, gave the staff report. He explained that the petitioners, ICCDA, is requesting to amend Section 12-7-3.K of the Zoning Ordinance, specifically the Commercial Districts Use Matrix. Currently in the C-5 District, conditional use permits allow private schools only in the 800 block of Lee Street (currently the Little Bulgarian School/Center is in this block).

This limitation was established in June 2018 (Ordinance Z-17-18). The requested text amendment would extend the possibility of private schools to the 700 block of Lee Street, but a conditional use would still be required, which means the PZB would hear, and review and the City Council would have to approve any request for such school. Mr. Carlisle went over the Location and Map including Lot Area, Previous and Existing Owners and the Building Exterior. He explained the Site Photos with her proposed Textament. He explained the Site Plan including trash enclosure, parking plan and landscape island. He explained the Existing Aerial and Parking Requirements. Mr. Carlisle explained Principal and Accessory Uses for the property. There is also a Primary Principal use which is the school and a Secondary Principal Use which is the Assembly and an Accessory Use which is for religious functions related to the school. He discussed Commercially Zoned Assembly, maximum occupancy and parking requirements.

Mr. Carlisle discussed the Four Recommended Conditions of Approval for the
CONDITIONAL USE / AMENDED CONDITIONAL USE FOR PRIVATE SCHOOL

1. Notwithstanding the desired maximum number of users, the occupancy load for the building and all rooms utilized by the use shall not exceed the maximum set by the Fire Department and Chief Building Official. This maximum may be increased only through permitted construction and alterations; provided, however, the total attendees shall not exceed the numerical limit set through this conditional use approval. Every room or space that is an assembly occupancy shall have the occupant load of that room or space posted in a conspicuous location, near an exit.
2. The petitioner shall complete the parking lot restriping and landscape project shown on the site plan within 12 months of approval.
3. No on-site food service shall occur unless a code-compliant commercial-grade kitchen were to be installed.
4. Any building or use expansion shall require the Petitioner to obtain a conditional use amendment.

Mr. Carlisle discussed the six Recommended Conditions of Approval for the
CONDITIONAL USE FOR COMMERCIALLY ZONED ASSEMBLY

1. Notwithstanding the desired maximum number of users, the occupancy load for the building and all rooms utilized by the use shall not exceed the maximum set by the Fire Department and Chief Building Official. This maximum may be increased only through permitted construction and alterations; provided, however, the total attendees shall not exceed the numerical limit set through this conditional use approval.
2. Commercially zoned assembly activities, or those worship activities not accessory to the private school, shall occur at different times.
3. The petitioner shall complete the parking lot restriping and landscape project shown on the site plan within 12 months of approval.
4. No on-site food service shall occur unless a code-compliant commercial-grade kitchen were to be installed.
5. Any building or use expansion shall require the Petitioner to obtain a conditional use amendment.

6. The petitioner will publicize on its website and actively distribute to its audience a map of nearby public parking garages, with summary instructions and directions on how to access and any hourly or time restrictions.

Chair Szabo asked how many spaces are the Welkin development and the library?

John Carlisle stated he believe the Welkin is 79, but is not certain, and he is not sure recollect about the library. I

Member Saltenik asked the petitioner about the motivation for the landscaping variation. Why not put in the landscape buffer in the parking area?

Mark Daniel stated the history with parking in the property is that parents would park in the spaces and pull through. They have the circulation plan, but it will allow the school to have some flexibility to figure out how the site flows and provide the option to discuss.

Member Saletnik asked if there is still a lack of confidence about the current scheme working, then why do they want to have flexibility to change it? Why the reluctance?

Mark Daniel stated they don't have a problem installing it, that is not the issue. They will not have enough demand for a few years that would require that.

Member Weaver said I am very happy with the plan for the building. I am certainly fine with having the Islamic School there. You put a lot of thought in how to make it work and the growth plan. However, one thing bothers him and maybe this comes from the City. In a number of number of materials there is a discussion about people in this high-density urban development walking places. Some portion of the students will walk to the location. Yet, Member Weaver finds this plan, which he sees over and over again in suburban planning, is really hostile to pedestrians and walking. The only place you can safely walk in this area are the city sidewalks of Center St, Prairie Ave, Lee St, and that one green stripe you have. If you look at the Old National Site, you have to walk through parking and traffic to go into the bank. The whole bank is centered on the parking lot. They have a door on Lee St, but they have blocked the door. You are supposed to walk through this. Adults going to the bank, no big deal and hope we don't get hit. Here, we are dealing with children. The site is devoid of places to walk. There is no connection to Center St. If someone drops their kids off on Center St or Prairie, they have to walk through the vehicular entrance to the parking areas. It seems really hostile to pedestrian movement, not terribly safe, and we think that the problem is that cars are the solution and use a Spot Hero plan for loading/unloading. You are assuming in our suburban downtown that you have to drive. This is not limited to your plan. There is a lot of good thought done with this, he wishes the school well, but we are guaranteeing no one will walk. Member Weaver is disturbed by that and maybe that is the direction the City points people to.

Mark Daniel stated for zoning purposes, they want to show they can take in all the traffic. They don't talk about our 25% walking. In the submittal, you will see the table with far fewer vehicles coming in the morning and afternoon periods. That relies on 50% have multiple children in the family, 25% walking. For the purposes of zoning, they had to show it could handle traffic

without creating a nuisance. I understand the walkability concern. He stated, in our experience, the parents pay attention to the app. I can't tell you it will pour rain one afternoon and everyone needs a car. You have the worst-case scenario presented. They are showing what would happen if they were all driving.

Member Weaver said the accessible path, you have people going through the back door to the school. The entrance is in the back, theoretically, if you had a wheelchair, you would have to go through the front. Over time, the school will find they need to lock the door because they can't monitor it.

Mark Daniel stated that it has to be monitored. It must be open by federal law.

Member Weaver asked - Is that a paid employee or a volunteer?

Mark Daniel said there is a collection of administrative office people and volunteers.

Mr. Syed stated they have an armed security guard on site, and he will monitor the building.

Member Weaver said this is the high price of making people arrive with cars in the back. It is unfortunate. Shopping centers are also very hostile to pedestrians.

Mark Daniel stated they have a walking aisle on two sides of the parking lot.

Member Weaver said I do think the City ordinance drives you to do this. I don't see a way out of this. You are using every sq ft for vehicular circulation. How would the sidewalk at the top connect to Center Street? There is the most minimum space for walking. It solves your required minimums; the result of the required minimums is that you end up with almost no pedestrian space.

Mark Daniel: There is a city improvement along the Center Street lot line that is pretty thick.

Member Weaver said you have a retaining wall there.

John Carlisle stated the petitioner amended their floor plans with the Lee Street to make it the accessible route to public transportation. You may want to ask the petitioner how the walkers are arriving on foot. They might cross Lee Street to get to that door.

Chair Szabo asked where the retaining wall on Center Street is? And asked if they could put a cut in there somewhere and have a stair go up where the residence used to be with the former bike shop.

Mark Daniel stated that if you look at the main entrance and the gym – the gym extends on the east side of the building. If you exit going westbound, there is a doorway going to the sidewalk, door 2 and 3.

Member Weaver stated that it has a huge, sloped step and concrete. And that is definitely not an accessible route.

Mark Daniel said it has to be the shortest route to the bus station.

Member Weaver stated chances are since you don't have high school students, no one is getting off a PACE bus, but some people with limitations to their walking abilities could potentially come through that side. There is a lot of difficulty getting to the back of the building, whether crossing Lee Street, the parking lot, the Old National Bank. There is no way for someone with mobility impairments to get them in.

Mark Daniel stated the requirement would be that it needs to be a level grade. The access issue - we wanted to avoid impact to that bus stop. The standards do avoid having us change Lee Street. As we sit with Staff and the Police Department, we can have a parent monitor the Lee Street entrance. The parents can monitor that doorway. We are trying to show that we can meet the standard.

Member Weaver said I don't see a way to accomplish walkability for this project. I don't want to vote it down for that. I am disappointed in a lot of places approach to walkability. I have no problems with the school. I think the walkability here is poor and a lot of poor walkability in Des Plaines.

Chair Szabo stated I think it is important to voice your concerns in the record. Any other questions from the board? Anyone in the audience with questions or in favor or objecting. Can I see a show of hands for people objecting? [no hands]

Chair Szabo swore in Daniel Cartalucca, neighbor of the property. He said we are the little triangular building on the corner. We are able to get that re-zoned in the past for the residential use. Tom Weaver and Mr. Cartalucca discussed walkability in the area. We live next door to the building and have since 1993. That greyed out corner on the site plan would be a perfect location for a cut in the wall and make stairs to where Prairie meets Center, with the landscape area there. There used to be a bus bench there and people would use that to step into the parking lot. There is already an existing sidewalk along that building to that location. If they did a staircase there, it would allow people to come from the library rather than walk toward the vehicular entrance. It seems like that would be a logical place. We watched the old brick veneer crumble for a few years, that wall could be dodgy, but it would be a good location for the stairs. We are neighbors of this project and the previous Plato Academy and we are in favor.

Mr. Paeja, Architect for the project stated looking at the area, from the paving it leads to the sidewalk. No pedestrian would be crossing vehicular traffic if that was done. We want anyone who needs to use the ramp to not have to go through the building to leave. That is a way to have people access the street without having them transverse traffic, but that is on city property.

Chair Szabo stated that if the owner is in favor, that would be a big plus.

Daniel Cartalucca: Plato was there, the kids would use the library and playground and would climb that wall. It would be safer to have that here.

Chair Szabo swore in Azif Hussain. He stated I am in favor of the school and the mosque, but with a few exceptions. Security is extremely bad. My three kids went to the school last year. I have given \$50,000 to the school myself. I am very disappointed. Before they make a plan for the mosque, they must have a good security program. Anyone can go to the basement. Doors are

locked all the time upstairs. There is no security often at the site and it is a dangerous situation. The owner of the building has sent me an email about how this would be unsafe, he offers to send the email to the board. You can go anywhere in the building. I have asked several times for a security officer.

There are many issues with the parking lot besides security. He is in favor of the school and mosque with security improvements, with a separate door from the mosque so no one can enter from school to mosque, mosque to school. Many members of the school agreed it is a safety concern and no one has done anything about it. I can take a camera and show you that you can go anywhere in the building.

Chair Szabo stated a possible solution for security might be some kind of closed-circuit camera system to see who is coming and going even if they are not at their posts. That is something the petitioner can discuss with the City.

Mr. Hussain stated I believe there should be a separate entrance for the mosque and the school. It could be a dangerous situation and it needs to be addressed before the school can be in the same building as the mosque.

Chair Szabo swore in Irfan Mohammed. He stated that he is one of the founders of the school. As a board member and parent, we cannot compromise. We are new and we are not sure how to get into the Des Plaines system. We have security doors and alarms and have cameras. We are still figuring out how to make it one entrance/exit and be reasonable to everyone. He is glad you have opened the Prairie entrance. School is segregated from walkers. We haven't seen anyone come without our permission. The school knows who is coming and going, everyone must have an appointment to come into the building. That is the policy. Door 2 and 3, it is possible to separate entrances/exits to the school and mosque.

Mr. Daniel stated they have a computerized door and have a camera already installed. They have a prayer hall open to the public and for the school. There is always room to improve and they are enforcing security with a security guard. The school is planning to have new security for next year.

Mark Daniel wanted to note for the record that they had no problem with conditions recommend by staff.

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to recommend that the City Council the changes to the Text Amendment that involve the 700 Block of Lee Street as drafted by staff.

**AYES: Weaver, Hofherr, Saletnik, Szabo
NAYES: None
ABSTAIN: None**

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

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to recommend that the City Council amend the Conditional Use Permit for the Private School Use with the four recommend conditions of approval drafted by staff.

**AYES: Weaver, Hofherr, Saletnik, Szabo
NAYES: None
ABSTAIN: None**

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

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to recommend that the City Council approves the Conditional Use for the Commercially Zoned Assembly with the six conditions of approval drafted by staff.

**AYES: Weaver, Hofherr, Saletnik, Szabo
NAYES: None
ABSTAIN: None**

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

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to APPROVE the required minimum side yard on Center Street from five feet to two feet.

**AYES: Weaver, Hofherr, Saletnik, Szabo
NAYES: None
ABSTAIN: None**

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

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to recommend that the City Council approves the five Major Variations involving 12-9-6.d, 12-10-7, 12-10-8.b, 12-11-4.g and 12-11-5.a .

AYES: Weaver, Hofherr, Saletnik, Szabo
NAYES: None
ABSTAIN: None

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

Member Weaver stated that he left out the major variation for the collective parking agreement. He encourages ICCD to keep working with the Old National Bank. He thinks it would be great if you can make good use of all the extra asphalt that is available after hours.

Mark Daniel asked if they could leave that pending and work something out with Old National Bank, could they avoid a reapplication?

John Carlisle stated that the board has made their motion and City Council can make other recommendations.

Chair Szabo asked that minutes include the recommendation in this meeting to add a walkway off Center Street at the corner of Prairie and Center., so they can utilize the sidewalk that runs behind 1445 Prairie Avenue. Strongly recommended.

ADJOURNMENT

The next scheduled Planning & Zoning Board meeting is Tuesday July 25, 2023.

Chairman Szabo adjourned the meeting by voice vote at 9:10 p.m.

Sincerely,

Margie Mosele, Executive Assistant/Recording Secretary

cc: City Officials, Aldermen, Planning & Zoning Board, Petitioners

CITY OF DES PLAINES

ORDINANCE Z - 22 - 23

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A COMMERCIAL ZONED ASSEMBLY USE AT 733 LEE STREET, DES PLAINES, ILLINOIS (Case # 23-038-TA-CU-V).

WHEREAS, ICCD Academy, NFP ("**Operator**") is the beneficial owner of the property commonly known as 733 Lee Street, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property is located within the C-5 Central Business District ("**C-5 District**") and is currently improved with a two-story masonry building ("**School Building**") and an off-street parking area; and

WHEREAS, the City Council granted a conditional use permit for a "Commercial School" on the Subject Property in 2010 pursuant to Ordinance Z-24-10 ("**2010 CUP**"); and

WHEREAS, Sections 12-7-3.H and 12-7-3.K the "Des Plaines Zoning Ordinance of 1998," as amended ("**Zoning Ordinance**"), restrict private schools in the C-5 District to the 800 block of Lee Street and require a conditional use permit; and

WHEREAS, the Operator operates a private elementary and high school on the Subject Property ("**Private School**") as a legal nonconforming use pursuant to the 2010 CUP and has petitioned the City for a new conditional use permit to allow it to establish and expand its school as a conforming use; and

WHEREAS, in addition to school operations, the Operator also desires to conduct commercially zoned assembly activities as a secondary principal use on the Subject Property as described in **Exhibit A**, attached hereto ("**Proposed Conditional Use**"); and

WHEREAS, pursuant to Section 12-7-3.H and 12-7-3.K of the Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**") commercially zoned assemblies are permitted on Lee Street in the C-5 District only with a conditional use permit; and

WHEREAS, pursuant to Sections 12-3-4 of the Zoning Ordinance, the Operator filed an application with the City for the approval of a new conditional use permit to allow commercially zoned assembly on the Subject Property as a secondary principal use; and

WHEREAS, within 15 days after the receipt thereof, the Operator's application was referred by the Department of Community and Economic Development to the Planning and Zoning Board of the City of Des Plaines ("**PZB**"); and

WHEREAS, within 90 days from the date of the Operator's application a public hearing was held by the PZB on July 11, 2023, pursuant to notice published in the *Des Plaines Journal* on June 21, 2023; and

WHEREAS, notice of the public hearing was mailed to all property owners within 500 feet of the Subject Property; and

WHEREAS, during the public hearing, the PZB heard testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the applicable provisions of the Zoning Ordinance; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on July 20, 2023, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 4-0, to approve the Proposed Conditional Use Permit, subject to certain terms and conditions; and

WHEREAS, the Operator made representations to the PZB with respect to the Conditional Use Permits which representations are hereby found by the City Council to be material and upon which the City Council relies in approving the Conditional Use Permit; and

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated July 21, 2023, and has determined that it is in the best interest of the City and the public to approve the Proposed Conditional Use Permit in accordance with the provisions of this Ordinance;

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

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

SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY. The Subject Property is legally described as follows:

LOT 12 (EXCEPT PART TAKEN FOR STREET) IN BLOCK 8 IN BLOCK 9 TAKEN AS A TRACT AND EXPECTING THEREFROM THAT PART OF SAID LOTS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTHWESTERLY LINE OF LOT 12, 22 FEET SOUTHWESTERLY OF THE MOST NORTHERLY CORNER OF SAID LOT: THENCE SOUTHWESTERLY ALONG NORTHWESTERLY LINE OF LOT 12, 16 FEET; THENCE SOUTHEASTERLY LINE EXTENDED TO AN INTERSECTION WITH THE PRESENT SOUTHWESTERLY LINE OF PRAIRIE AVENUE; THENCE NORTHERLY ALONG SAID SOUTHWESTERLY LINE OF PRAIRIE AVENUE TO AN INTERSECITON WITH A LINE 22 FEET SOUTHWESTERLY AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID LOT 12; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO

POINT OF BEGINNING, AND EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE NORTHERLY LINE OF LOT 2 IN BLOCK 9 PRODUCED EASTERLY IN A STRAIGHT LINE AND EXCEPT THAT PART THEREOF LYING SOUTHEASTERLY OF A LINE 173 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOTS AND LYING WESTERLY OF PRESENT WESTERLY LINE OF PRAIRIE AVENUE.

LOT 2 EXCEPT THE NORTHWESTERLY 138 FEET 5 INCHES THEREOF, IN BLOCK 9.

LOT 3 EXCEPT THE NORTHWESTERLY 138 FEET 5 INCHES THEREOF, IN BLOCK 9. ALL THAT PART OF LOT 12 IN BLOCK 8 WHICH LIES SOUTHERLY OF THE NORTHERLY LINE OF LOT 2 IN BLOCK 9 (PRODUCED EASTERLY IN A STRAIGHT LINE).

THE SOUTHEASTERLY 1/2 OF LOT 17 IN BLOCK 9. ALL IN PARSON AND LEE'S ADDITION TO DES PLAINES, BEING A SUBDIVISION OF LOTS 72, 73, 73, 139, 141, 142, 143, 144, 145, 175, 176, 177, IN THE TOWN OF DES PLAINES (FORMERLY TOWN OF RAND) AND PARTS OF SECTIONS 17 AND 20, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDING APRIL 30, 1873, AS DOCUMENT NO. 98703 COOK COUNTY, ILLINOIS.

PINs: 09-20-200-042-0000 and 09-20-200-006-000

Commonly known as 733 Lee Street, Des Plaines, Illinois.

SECTION 3. APPROVAL OF CONDITIONAL USE PERMIT. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council hereby grants the Operator the Conditional Use Permit to allow commercially zoned assembly activities to be on the Subject Property as a secondary principal use. The Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

SECTION 4. CONDITIONS. The Conditional Use Permit granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions:

A. Compliance with Law and Regulations. The development, use, operation, and maintenance of the proposed use and the Subject Property by the Operator must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. Compliance with Plans. Except for minor changes and site or building work approved by the City Director of Community and Economic Development, Chief Building Official, or Director of Public Works and Engineering (for matters within their respective permitting authorities) in accordance with all applicable City standards, the development, use, operation, and maintenance of the Proposed Uses and the Subject Property by the Operator must comply with the following plans provided by the Petitioner:

1. The Operational Plan, prepared by the Petitioner, consisting of two pages, and undated, a copy of which is attached to and made a part of this Ordinance as ***Exhibit A***; and

2. The Land Title Survey, prepared by United Survey Service, LLC, consisting of one sheet, dated July 6, 2022, a copy of which is attached to and made a part of this Ordinance as ***Exhibit B***; and

4. The Floor Plans, prepared by Jose Pareja, AIA, of JP Architects, Ltd., consisting of three sheets, undated, a copy of which is attached to and made a part of this Ordinance as ***Exhibit C***.

5. The Site Plans, prepared by Jose Pareja, AIA, of JP Architects, Ltd., consisting of one sheet, undated, a copy of which is attached to and made a part of this Ordinance as ***Exhibit D***.

C. Other Conditions.

1. The permitted attendance at commercially zoned assembly activities may not exceed the maximum building occupancy (including staff) set by the City's Fire Marshall and Chief Building Official based on the actual conditions and accessibility features of the School Building. The Operator will be required to submit plans for all building alterations and accessibility improvements to the City's Building Division for review and approval before the occupancy load may be increased. The occupancy load of every room or space within the School Building to be used for assembly occupancy must be posted in a conspicuous location, near an exit.
2. Commercially zoned assembly activities, or those worship activities not accessory to the Private School, may not be conducted during the general school or drop-off and pick-up hours of the Private School.
3. The Operator must complete all improvements to the Subject Property's parking lot depicted on the Site Plan no later than 12 months after the approval of this Ordinance.
4. No on-site food service may be conducted on the Subject Property unless and until a code-compliant commercial-grade kitchen is installed within the School Building.
5. Any expansion to the School Building or to the physical space to be used for commercially zoned assembly activities on the Subject Property will

require the Operator to obtain an amendment to the Conditional Use Permit granted by this Ordinance.

6. The Operator will publicize on its website and actively distribute to prospective attendees and invitees of assembly events on the Subject Property a map of nearby public parking garages, with summary instructions, directions on how to access, and information on any hourly or time restrictions.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than \$75.00 or more than \$750.00 for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the Operator fails to develop or maintain the Subject Property in accordance with the requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance, the Conditional Use Permit granted in Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the

C-5 District. Further, in the event of such revocation of the Conditional Use Permit, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Operator acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Operator.

SECTION 6. BINDING EFFECT; NON-TRANSFERABILITY; EFFECT ON PRIOR APPROVALS.

A. The privileges, obligations, and provisions of each and every section and requirement of this Ordinance are for and shall inure solely to the benefit of the Operator.

B. Nothing in this Ordinance shall be deemed to allow the Operator to transfer any of the rights or interests granted herein to any other person or entity without the prior approval of the City Council by a duly adopted amendment to this Ordinance.

SECTION 7. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after the occurrence of the following:

- A. its passage, approval and publication in pamphlet form as provided by law;
- B. the filing with the City Clerk by the Operator, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Said unconditional

agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as **Exhibit E**; and

C. at the Operator’s sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Clerk’s office.

D. In the event that the Operator does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 8.B of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

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.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

OPERATIONAL PLAN
 ICCD ACADEMY
 733 LEE STREET, DES PLAINES, COOK COUNTY, ILLINOIS

ICCD Academy operates an elementary school for students from kindergarten through eighth grade in a context that offers standard core education and school subjects while espousing traditional, cultural, and Islamic values. In its initial phase, the school will be comprised of a prayer area in the basement, several classrooms on the first and second floor, laboratories (science and computer) on the first and second floor and an art room on the second floor. ICCD has an indoor playground area and a lunchroom. In its buildout phase, ICCD Academy will have converted an area on the second floor to an auditorium and assembly area (situated generally west of the restrooms) on the south side of the building. It will also have widened halls. As part of this effort, areas of work will consider upgrades to ADA standards in particular areas according to the balance required under the Americans with Disabilities Act.

At all times when school is in session, the prayer area will be used only for school-related purposes. Students, student families, teachers and staff, and school volunteers who are on site will be typical users of the prayer area, though the school may bring in community leaders, outside speakers as part of its curriculum who may also be present during prayer. The prayer area is used only as a prayer area and religious library. It is not a place for general assembly, food or drink or for anything other than prayer or contemplation and religious reading.

ICCD Academy proposes to widen halls and corridors under a timetable set with the Village. Within five (5) years, ICCD Academy plans to widen halls and corridors so that all of them are six feet wide (currently portions of the halls and corridors are slightly less than six feet wide). During the period before halls and corridors are widened, ICCD Academy will engage in fire drills, training and operational precautions (planned with the Des Plaines Fire Department as the City deems necessary). One operational precaution will be to have a hall and corridor monitor. If all hallways and corridors have not been widened to six feet by the end of five years, ICCD Academy will convert those classrooms adjacent to hallways and corridors narrower than six feet to office use and not use them again for classrooms until they widen the halls and corridors and obtain a certificate of occupancy.

There is no food preparation for food service subject to health department regulations. None will occur absent compliance with all local and Cook County regulations. Food is prepared offsite or catered.

PLANNED SCHOOL HOURS (TIMES SUBJECT TO CHANGE)

ACTIVITY	DAYS	TIME
General School Hours	MONDAY-THURSDAY	8:00 AM-4:00 PM
<i>Half Day Pre-Sch/Pre K</i>	FRIDAY	8:00 AM-2:00 PM
<i>Pickup is 12-12:30 PM</i>	SATURDAY-SUNDAY	9:00 AM-2:00 PM
Gen. Before School Program	WEEKDAYS	7:00 AM-8:00 AM
Gen. After School Program	MONDAY-THURSDAY	4:00 PM-6:30 PM
	FRIDAY	2:00 PM-6:30 PM
Gen Janitorial and Staff Etc. Arrival	WEEKDAYS	5:30 AM-7:30 AM
Planned Drop Off Period	WEEKDAYS	7:30 AM-8:45 AM
	SATURDAY-SUNDAY	8:30 AM-9:30 AM
Planned Pick Up Period	WEEKDAYS	3:30 PM-4:30 PM
	FRIDAY	1:30 PM-2:30 PM
	SATURDAY-SUNDAY	1:30 PM-2:30 PM
Ramadan (Iftar)	ASSEMBLY	6:00 PM-10:30 PM

SCHOOL PRAYER ACTIVITY NOTES

ICCD Academy will operate much as a typical school operates with conferences, evening programs, days off, and other aspects that are very similar but do not fall into the general schedule above. ICCD Academy will not operate as a commercial district assembly use when school is in session or when school activities are in progress at times not set forth in the above table.

Daily prayer occurs at different times during the day between 6 AM and 8 PM based on the time of year. On Friday, the Jumu'ah prayer occurs generally between 12:30 PM and 2:30 PM during the year. Though attended primarily by students, faculty, staff, volunteers and families, the use of the prayer area is limited according to occupancy. If ICCD Academy opens the prayer area to others in the community for a Friday event or during the month of Ramadan, school activities will not be in progress simultaneously. On dates when the prayer area or other commercial district assembly use areas is opened to others in the community, there would be no school program running simultaneously. On these dates, the prayer area would be used for assembly on its own or in conjunction with use commercial district assembly use areas. On dates when the commercial district assembly use areas are occupied for non-school purpose, if prayer occurs, it would only be for those occupying the commercial area assembly use areas. As noted above in relation to the school operations in the prayer area, the prayer area is for worship and religious contemplation only.

During Ramadan, there would be several commercial district assembly use nights for worship and to break the fast (the Iftar). The table above includes this dinner and its timing for convenience. Several of these occurred in relation to school activities during Ramadan in 2023. All were school-related. There will be nights when ICCD Academy operates a commercial district assembly use for the purpose of sharing the Iftar with members of the community and members of other faiths. During these commercial district assembly use events, the end of after school programs and the start of the Iftar would be adjusted so as not to overlap. The timing of worship and the Iftar change each evening with sunset, but the general window of activity is provided in the table.

COMMERCIAL DISTRICT ASSEMBLY USE PLANNING

ICCD Academy will not engage in assembly when school is in session or when school activities are in progress. Worship and other religious activities that are not operated as part of school programming are the commercial district assembly use. ICCD Academy has a relationship with the neighboring property owner to allow for off-site off-street parking. ICCD Academy could host an assembly use in all assembly areas and comply with parking requirements, except when it operates the auditorium, lunchroom and playground area at the same time. In this instance it would rely on the off-site off-street parking. Otherwise, planning for off-site off-street parking should not be required other than for the convenience of those assembling, and ICCD Academy would plan for use of this parking in events that involve larger numbers of attendees compared to most others. The arrangement includes non-peak hours of operation for the neighboring parcel and spaces that have an interior sidewalk connection to the sidewalk leading to ICCD Academy's main entrance on the east side of the building. The arrangement also calls for ICCD Academy to conduct a walk-through after use to remove any trash.



UNITED SURVEY SERVICE, LLC
 CONSTRUCTION AND LAND SURVEYORS
 7710 CENTRAL AVENUE, RIVER FOREST, IL 60305
 TEL: (847) 299-1010 FAX: (847) 299-5887
 E-MAIL: USURVEY@USANDCS.COM

ALTA / NSPS LAND TITLE SURVEY

LOT 12 (EXCEPT PART TAKEN FOR STREET) IN BLOCK 8 AND LOT 1 IN BLOCK 9 TAKEN AS A TRACT AND EXCEPTING THEREFROM THAT PART OF SAID LOTS DESCRIBED AS FOLLOWS:
 COMMENCING AT A POINT IN THE NORTHWESTERLY LINE OF LOT 12, 22 FEET SOUTHWESTERLY OF THE MOST NORTHERLY CORNER OF SAID LOT; THENCE SOUTHWESTERLY ALONG NORTHWESTERLY LINE OF LOT 12, 18 FEET; THENCE SOUTHEASTERLY ON A LINE PARALLEL TO THE NORTHWESTERLY LINE OF LOT 12 AND SAID NORTHEASTERLY LINE EXTENDED TO AN INTERSECTION WITH THE PRESENT SOUTHWESTERLY LINE OF PRAIRIE AVENUE; THENCE NORTHERLY ALONG SAID SOUTHWESTERLY LINE OF PRAIRIE AVENUE TO AN INTERSECTION WITH A LINE 22 FEET SOUTHWESTERLY OF AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID LOT 12; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO POINT OF BEGINNING, AND EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE NORTHERLY LINE OF LOT 2 IN BLOCK 9 PRODUCED EASTERLY IN A STRAIGHT LINE AND EXCEPT THAT PART THEREOF LYING SOUTHEASTERLY OF A LINE 173 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOTS AND LYING WESTERLY OF PRESENT WESTERLY LINE OF PRAIRIE AVENUE.



- NOTES:**
- THE SUBJECT PROPERTY HAS ACCESS TO AND FROM A DULY DEDICATED AND ACCEPTED PUBLIC STREETS KNOWN AS LEE STREET AND PRAIRIE AVENUE AND CENTER STREET
 - THE SURVEY AND THE INFORMATION, COURSES AND DISTANCES SHOWN THEREON ARE CORRECT;
 - THE TITLE LINES AND LINES OF ACTUAL POSSESSION ARE THE SAME;
 - THE SUBJECT PROPERTY DOES NOT SERVE ANY ADJOINING PROPERTY FOR DRAINAGE, UTILITIES, OR INGRESS OR EGRESS;
 - ELECTRIC, GAS, TELEPHONE AND WATER UTILITY AND STORM AND SANITARY SEWER SYSTEMS ACCESS THE PROPERTY IN LEGALLY DEDICATED RIGHTS OF WAY THAT BENEFIT THE PROPERTY.
 - THERE ARE NO VISIBLE EVIDENCE OF CEMETERIES, GRAVE SITES OR BURIAL GROUNDS LOCATED ON THE PROPERTY.
 - ITEM # 8 FROM TABLE A ALL SUBSTANTIAL FEATURES OBSERVED ON THE PROPERTY HAVE BEEN PLOTTED.
 - ITEM # 9 FROM TABLE A THERE ARE 38 STRIPED PARKING SPACES ON THE PROPERTY.
 - ITEM # 10 FROM TABLE A THERE ARE NO PARTY WALLS (ALL WALLS ARE INDEPENDENT).
 - ITEM # 11 FROM TABLE A ALL VISIBLE UTILITIES ARE PLOTTED.
 - ITEM # 16 FROM TABLE A AT THE TIME OF THIS SURVEY, NO VISIBLE RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS WERE NOTED.
 - ITEM # 17 FROM TABLE A AT THE TIME OF THIS SURVEY, THERE IS NO EVIDENCE OF CHANGES IN RIGHT OF WAY EITHER COMPLETED OR PROPOSED AND RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
 - ITEM # 18 OF TABLE A NO OFFSITE BENEFICIAL EASEMENTS WERE REFLECTED IN TITLE
 - ITEM # 19 FROM TABLE A RELATING TO PROFESSIONAL LIABILITY INSURANCE POLICY OBTAINED BY THE SURVEYOR IN THE MINIMUM AMOUNT OF \$ 1,000,000 TO BE IN EFFECT THROUGHOUT THE CONTRACT TERM. CERTIFICATE OF INSURANCE TO BE FURNISHED UPON REQUEST.

LOT 2 EXCEPT THE NORTHWESTERLY 138 FEET 5 INCHES THEREOF, IN BLOCK 9.
 LOT 3 EXCEPT THE NORTHWESTERLY 138 FEET 5 INCHES THEREOF, IN BLOCK 9. ALL THAT PART OF LOT 12 IN BLOCK 9 WHICH LIES SOUTHERLY OF THE NORTHERLY LINE OF LOT 2 IN BLOCK 9 (PRODUCED EASTERLY IN A STRAIGHT LINE)

THE SOUTHWESTERLY 1/2 OF LOT 17 IN BLOCK 9 ALL IN PARSON AND LEE'S ADDITION TO DES PLAINES, BEING A SUBDIVISION OF LOTS 72, 73, 74, 139, 141, 142, 143, 144, 145, 174, 175, 178, 177 IN THE TOWN OF DES PLAINES (FORMERLY TOWN OF RAND) AND PARTS OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1873 AS DOCUMENT NO. 98703 IN COOK COUNTY, ILLINOIS.

KNOWN AS: 733 LEE STREET, DES PLAINES, ILLINOIS

PERMANENT INDEX NUMBERS:
 09-20-200-042-0000
 09-20-200-008-0000

AREA = 33,177 SQ. FT. OR 0.762 ACRES

NOTE:
 THIS LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN

PARKING SPACE TABLE	
TYPE OF SPACE	EXISTING
REGULAR	36
HANDICAP	2
TOTAL	38

SATURN TITLE LLC
 ORDER NO.: 2233070
 EFFECTIVE DATE: MAY 26, 2022
 ITEMS CORRESPONDING TO SCHEDULE B, PART E:
 ITEMS 1 - 26
 NOT SURVEY RELATED.

DES PLAINES
 1420 MINER STREET
 DES PLAINES, IL 60016
 847-381-5300

ZONING REQUIREMENTS:
 C-5 CENTRAL BUSINESS

STATE OF ILLINOIS)
 COUNTY OF COOK) SS

I, ROY G. LAWNICZAK, A REGISTERED LAND SURVEYOR, LICENSE NO. 38-2290, IN AND FOR THE STATE OF ILLINOIS AND LEGALLY DOING BUSINESS IN COOK COUNTY, DO HEREBY CERTIFY TO:

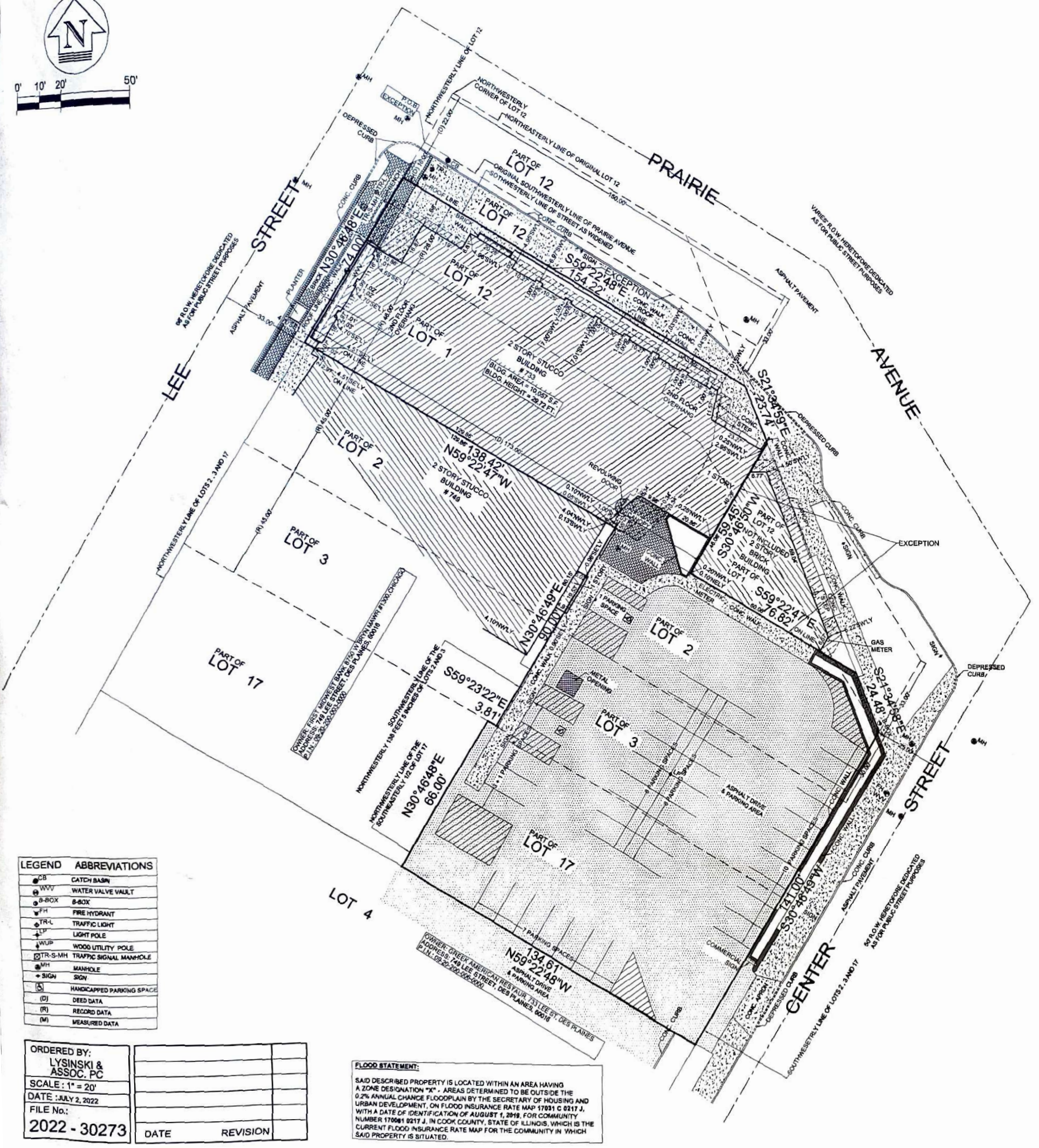
- GREEK-AMERICAN RESTAURANT ASSOCIATION
 - ICCD ACADEMY, NFP, AN ILLINOIS NOT-FOR-PROFIT
 - SATURN TITLE LLC

AND TO THEIR SUCCESSORS AND ASSIGNS, THAT:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / NSPS LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11(b), 13, 14, 16, 17, 18 AND 20 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON JULY 2, 2022
 DATE OF PLAT: JULY 6, 2022

BY: *Roy G. Lawniczak*
 ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 38-2290
 LICENSE EXPIRES: NOVEMBER 30, 2022
 PROFESSIONAL DESIGN FIRM LICENSE NO. 154-054578
 LICENSE EXPIRES: APRIL 30, 2023

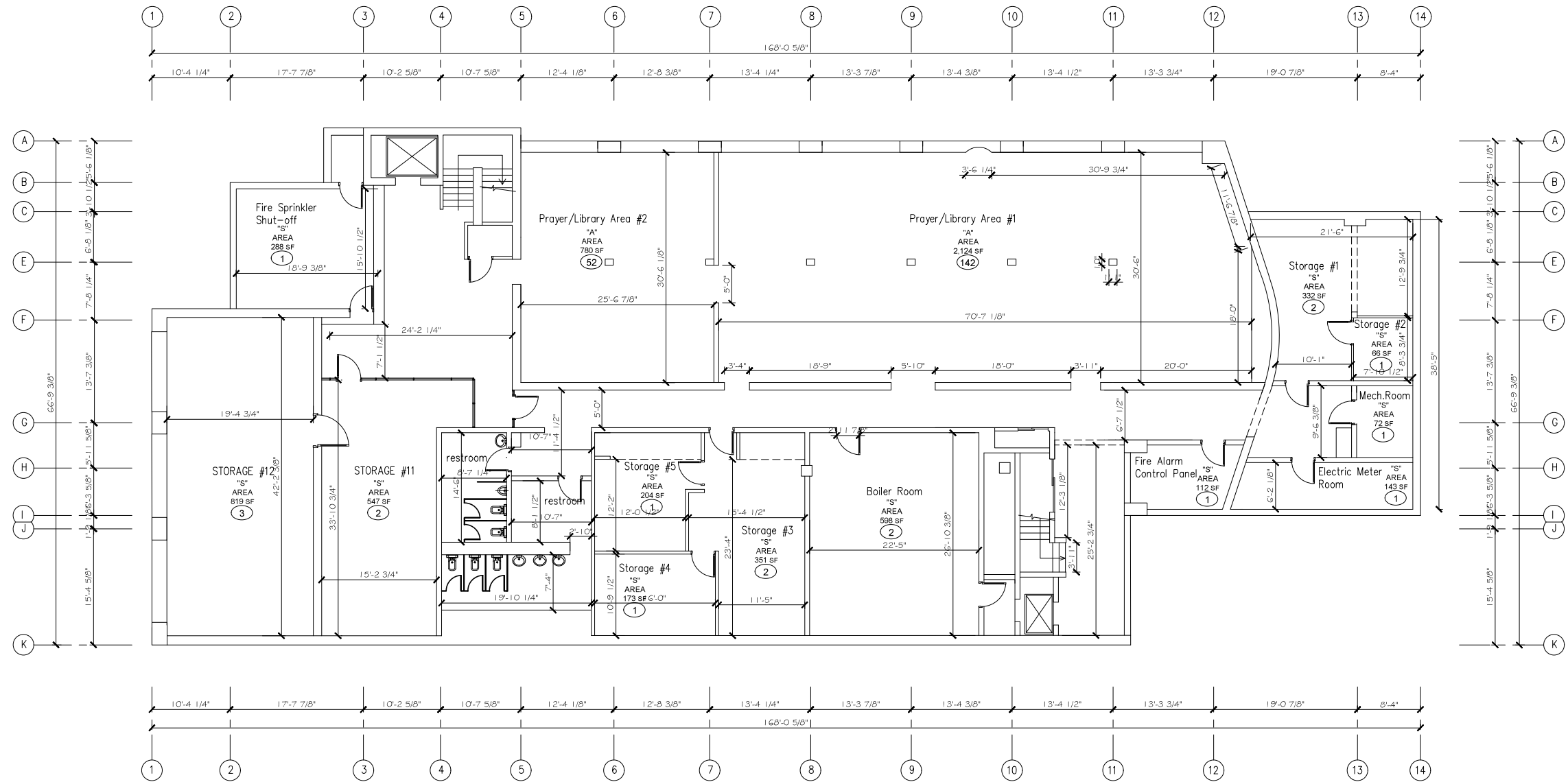


LEGEND ABBREVIATIONS

CB	CATCH BASIN
WV	WATER VALVE VAULT
B-BOX	B-BOX
FH	FIRE HYDRANT
TR-L	TRAFFIC LIGHT
LP	LIGHT POLE
WUP	WOOD UTILITY POLE
TR-S-MH	TRAFFIC SIGNAL MANHOLE
MH	MANHOLE
SGN	SIGN
(H)	HANDICAPPED PARKING SPACE
(D)	DEED DATA
(R)	RECORD DATA
(M)	MEASURED DATA

FLOOD STATEMENT:
 SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "X". AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP 17031 C 0217 J, WITH A DATE OF IDENTIFICATION OF AUGUST 1, 2019. FOR COMMUNITY NUMBER 170061 0217 J, IN COOK COUNTY, STATE OF ILLINOIS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

ORDERED BY: LYSINSKI & ASSOC. PC	
SCALE: 1" = 20'	
DATE: JULY 2, 2022	
FILE NO.: 2022 - 30273	
DATE	REVISION

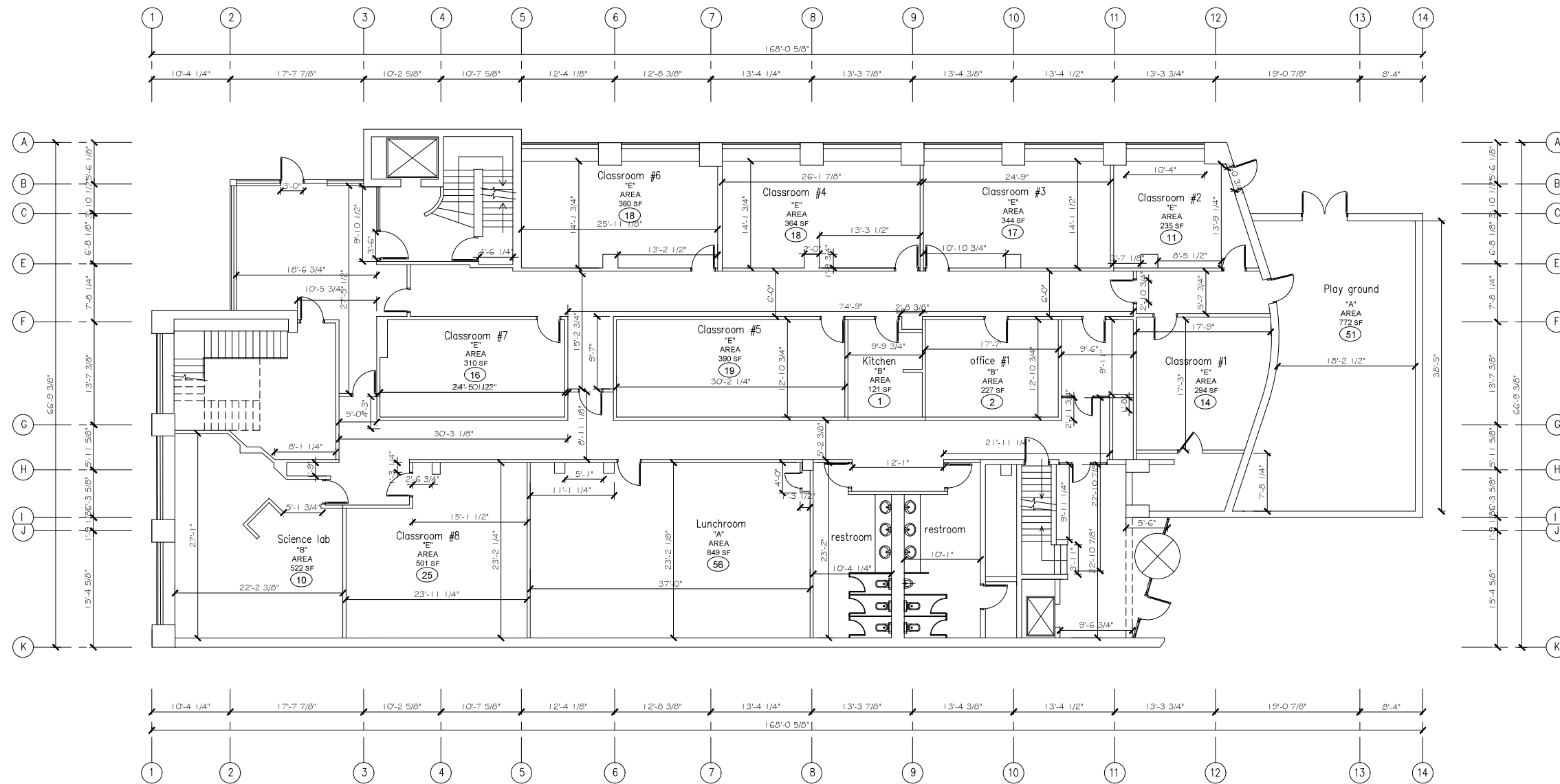


Basement

ROOM OCCUPANCY

2015 INTERNATIONAL BUILDING CODE

NUMBER	ROOM NAME	AREA	OCCUPANCY CLASSIFICATION	LOAD FACTOR	MAXIMUM OCCUPANTS	REMARKS
-	STORAGE #1	332	STORAGE	300	2	
-	STORAGE #2	86	STORAGE	300	1	
-	MECH ROOM	72	STORAGE	300	1	
-	ELECTRIC METER ROOM	143	STORAGE	300	1	
-	FIRE ALARM CONTROL	112	STORAGE	300	1	
-	PRAYER/LIBRARY #1	2,124	ASSEMBLY	15	142	2' x 4' PRAYER MAT WITH 6' CLEARANCE
-	PRAYER/LIBRARY #2	780	ASSEMBLY	15	52	2' x 4' PRAYER MAT WITH 6' CLEARANCE
-	BOILER ROOM	598	STORAGE	300	2	
-	STORAGE #3	351	STORAGE	300	2	
-	STORAGE #4	173	STORAGE	300	1	
-	STORAGE #5	204	STORAGE	300	1	
-	FIRE/SPRINKLER ROOM	288	STORAGE	300	1	
-	STORAGE #11	547	STORAGE	300	2	
-	STORAGE #12	819	STORAGE	300	3	



1st Floor

ROOM OCCUPANCY

2.015 INTERNATIONAL BUILDING CODE

NUMBER	ROOM NAME	AREA	OCCUPANCY CLASSIFICATION	LOAD FACTOR	MAXIMUM OCCUPANTS	REMARKS
-	PLAYGROUND	772	ASSEMBLY	15	51	
-	CLASSROOM #1	294	CLASSROOM	2.0	14	
-	CLASSROOM #2	295	CLASSROOM	2.0	14	
-	CLASSROOM #3	344	CLASSROOM	2.0	17	
-	OFFICE #1	227	BUSINESS	100	2	
-	KITCHEN	121	BUSINESS	2.00	1	
-	CLASSROOM #4	364	CLASSROOM	2.0	18	
-	CLASSROOM #5	390	CLASSROOM	2.0	19	
-	CLASSROOM #6	360	CLASSROOM	2.0	18	
-	CLASSROOM #7	310	CLASSROOM	2.0	16	
-	LUNCHROOM	846	ASSEMBLY	15	56	
-	CLASSROOM #8	501	CLASSROOM	2.0	25	
-	SCIENCE LAB	522	VOCATIONAL	50	10	

CLASSROOM OCCUPANCY

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EXHIBIT E

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Des Plaines, Illinois ("**City**");

WHEREAS, the Parkway Bank and Trust, Co. as Trustee of Trust No. 16505 is the owner ("**Owner**") of the property commonly known as 733 Lee Street, Des Plaines, Illinois ("**Subject Property**") and ICCD Academy, NFP ("**Operator**") is the beneficiary of the Trust; and

WHEREAS, the Operator applied to the City of Des Plaines for a conditional use permit to allow for commercially zoned assembly activities on the Subject Property commonly known as 733 Lee Street, Des Plaines, Illinois ("**Subject Property**") pursuant to Section 12-7-3.F.3 and 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended; and

WHEREAS, Ordinance No. Z-22-23 adopted by the City Council of the City of Des Plaines on _____, 2023 ("**Ordinance**"), grants approval of the Conditional Use Permit, subject to certain conditions; and

WHEREAS, the Operator desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

NOW, THEREFORE, the Operator does hereby agree and covenant as follows:

1. The Operator hereby unconditionally agrees to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-22-23, adopted by the City Council on _____, 2023.
2. The Operator acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Operator against damage or injury of any kind and at any time.
3. The Operator acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.
4. The Operator agrees to and do hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers,

employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by the Operator of its obligations under this Unconditional Agreement and Consent.

- 5. The Operator hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.
- 6. The Owner consents to the recordation of Ordinance No. Z-22-23 against title to the Subject Property

ATTEST:

OPERATOR: ICCD ACADEMY, NFP

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER : PARKWAY BANK AND TRUST, CO. AS TRUSTEE OF TRUST NO. 16505

By: _____

By: _____

Title: _____

Title: _____