



CITY COUNCIL AGENDA

Monday, August 21, 2023

Closed Session – 6:00 p.m.

Regular Session – 7:00 p.m.

Room 102

CALL TO ORDER

CLOSED SESSION

PROBABLE OR IMMINENT LITIGATION

PERSONNEL

SALE OF PROPERTY

PURCHASE OR LEASE OF PROPERTY

LITIGATION

REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

PUBLIC 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-142-23:** Acknowledging the Purchase of Bullard QXT Thermal Imaging Cameras from Dinges Fire Company in the Amount of \$75,500.00 by the Foreign Fire Insurance Board and Approving the Acceptance of the Cameras by the City.
2. **RESOLUTION R-149-23:** Approving the Purchase of 18 Laptop Computers for the Investigations Division in an Amount Not-to-Exceed \$18,451.26, Funded by the Asset Forfeiture Account.
3. **RESOLUTION R-150-23:** Waive Bidding Requirements and Approve the Room 101 Audio-Visual Technology Implementation with AVI Systems, Inc., Arlington Heights, Illinois in the Amount of \$34,299. Budgeted Funds – Facilities Maintenance.
4. **RESOLUTION R-151-23:** Waive Bidding Requirements and Approve the Barracuda Microsoft Office 365 Email Protection Premium Plus with SpeedLink, New Port Richey, Florida in the Amount of \$36,950. Budgeted Funds – Information Technology/R&M Software.
5. **RESOLUTION R-152-23:** Awarding the Bid for the Contractual Sidewalk Snow Removal Contract Per Submitted Unit Prices to Snow Systems, Wheeling, Illinois. Budgeted Funds – Street Maintenance/Miscellaneous Contractual Services.
6. **RESOLUTION R-153-23:** Awarding the Bid for Tree Maintenance 2024-2026 to Landscape Concepts Management, Inc., Grayslake, Illinois Per Unit Pricing Submitted. Budgeted Funds – Streets Maintenance/Tree Maintenance.
7. **RESOLUTION R-156-23:** Approving a Voluntary Separation Agreement
8. **SECOND READING – ORDINANCE Z-17-23:** 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
9. **SECOND READING – ORDINANCE Z-20-23:** 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
10. **SECOND READING – ORDINANCE Z-21-23:** 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) – *with Substitute Motion Made at 8/7/23 City Council Meeting* to Amend to Allow the Conditional Use to Run with the Land but with Requirements of it to Return for City Council Approval if there is a Change in Operators and to Incorporate Their New Proposed Pick-Up Plan
11. **SECOND READING – ORDINANCE Z-22-23:** Consideration of a Conditional Use for a Commercially Zoned Assembly at 733 Lee Street (Islamic City Center of Des Plaines Academy (ICCD A)) *as Revised*
12. Minutes/Regular Meeting – August 7, 2023
13. Minutes/Closed Session – August 7, 2023

UNFINISHED BUSINESS

1. **FIRST READING – ORDINANCE Z-19-23:** Consideration of a Conditional Use for a Commercially Zoned Assembly Use for the Property Located at 81 North Broadway Street (*deferred from 8/7/23 City Council Meeting*)

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Dick Sayad, Chair
 - a. Warrant Register in the Amount of \$3,113,811.49 – **RESOLUTION R-155-23**
2. **COMMUNITY DEVELOPMENT** – Alderman Colt Moylan, Chair
 - a. Discussion of Business Assistance Request from Hot Pot 757, Proposed Restaurant at 1417-1425 Ellinwood at the “The Welkin” Building
 - b. Discussion of Current Regulations for Duration of Residential Rentals

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.

**FIRE DEPARTMENT**

405 S. River Road
 Des Plaines, IL 60016
 P: 847.391.5333
 desplaines.org

MEMORANDUM

Date: July 1, 2023

To: Michael G. Bartholomew, City Manager
 Daniel Anderson, Fire Chief

From: Sam Foster, Deputy Fire Chief *SF*
 Michael Iorio, Battalion Chief *MI*

Subject: Purchase of Thermal Imaging Cameras

Issue: The Fire Department has determined it is necessary to purchase Thermal Imaging Cameras (“TIC’s”) to replace existing ones and purchase additional units with updated housing and technology. The existing TIC’s are approaching ten years of age and have limited repair capabilities as they continue to age. The existing TIC’s also have proven to have reliability issues for frontline vehicles, and we are lacking cameras on other apparatus. Due to training and consistency, it would be in the Department's best interest to upgrade and/or replace all of the TIC’s that are currently in service. The Foreign Fire Insurance Board (“FFIB”) has committed funding for the purchase of 13 TIC’s.

Analysis: There are only a limited number of TIC equipment manufacturers, each with varying capabilities and features. Additionally, the manufacturers utilize regional distributors to market, sell, and perform repairs and maintenance in their geographic area. Based on the limited number of manufacturers and authorized distributors, the Department sought to evaluate certain models from three manufacturers with similar specifications. The Department requested pricing of the models to be evaluated from W.S. Darley who is the regional distributor for the Argus Thermal Imager manufacturer as well as the FLIR Thermal Imaging manufacturer. The Department also requested pricing from Dinges Fire Company who is the regional distributor for Bullard Thermal Imagers. Additionally, the Department requested, and received from each distributor a TIC that could be used in a field test (live fire conditions).

The Department conducted an evaluation of the three TIC’s during live fire training at NIPSTA which provided realistic conditions to determine the quality of screen resolution, ergonomics, durability, and other pertinent information. The same three units were also evaluated over the last few months in non-fire conditions by our members and subject matter experts in realistic conditions to identify the best option for current and future operations. A complete equipment review along with an additional memorandum is attached which provides more detail.

After assessing the three different TIC’s, the Bullard QXT Imager Camera has been determined to be the most appropriate for our fire department operations. The Foreign Fire Insurance Board (“FFIB”) has approved funding not to exceed \$80,000.00 to be used to purchase 13 Bullard QXT Imagers.

The overall price per unit of each range from \$5700 to \$6500. The overall per unit price of the recommended Bullard unit is \$5807.

Recommendation: We recommend the City Council waive the bidding process and acknowledge the purchase of 13 Bullard QXT Imaging Cameras from Dinges Fire Company, Amboy, Illinois in the amount of \$75,500.00. The FFIB will contribute the entire amount of \$75,500.00 for this expenditure from Account 290-00-000-0000.7320.

Attachments:

Attachment 1 - Equipment Assessment Memorandum from B/C Iorio

Attachment 2 - Dinges Fire Company Quotation No. 46426

Attachment 3 - Dinges Fire Company Regional Distributor Letter

Attachment 4 - W.S. Darley Quote

Resolution - R-142-23

MEMORANDUM

Date: 03/24/23

To: Deputy Chief Foster

From: Battalion Chief Iorio

Subject: Thermal Imaging Camera Purchase Request

Issue: We are requesting final approval for the purchase of the most up-to-date Thermal Imaging Cameras, also known as TIC(s). Our current TIC's are in need of replacement and ready to be upgraded. Additional units will be added to the ambulances to aid in victim search and fire suppression. Having more reliable and modern units will allow for a more rapid and safe interior operations, therefore shortening the timeframe to locate victims and fire location.

Why the need? The thermal imaging camera is indispensable in a structure fire. These vital tools help see through smoke and monitor the fire's spread, so firefighters more rapidly visualize a plan of attack, locate the main body of fire, search for victims and ultimately save lives. The camera also aids in locating hidden fire during the overhaul stage of the extinguishment process. In addition to fires, a TIC is also used on hazardous material incidents and nighttime motor vehicle accidents when searching for occupants that may have been ejected from a vehicle.

Analysis: In March of this year, our department conducted realistic, hands on TIC testing in live fire conditions at the NIPSTA Fire Academy in Glenview. We had tool brand representatives provide us with the models from these manufacturers:

- Bullard
- Flir
- Argus

These evaluations included using the Imagers while conducting interior victim search and rescue operations, hoseline advancement and overall fire suppression functions. In an attempt to obtain non-bias reviews, each brand was used and evaluated by various experienced firefighters with various job-related experience and job functions. Each participating member completed an evaluation packet and was asked to grade and comment on six numerically rated categories of performance, using a 1-4 scale (4 being the highest score).

These *six numeric graded categories* included:

- Ease of Battery Change while in use
- Ergonomics, Interior use
- Ergonomics, Exterior use
- Image Clarity
- Ease of User Options
- Overall Tool Impression

Scoring: At the end of the evaluation process, the Bullard brand received the highest numerical scores and received the most positive written reviews among the evaluators.

The results were as follows per category:

	Battery Change while in use	Ergonomics (Interior use)	Ergonomics (Exterior use)	Image Clarity	Ease of User Options	Users Overall Tool Impression
Bullard	20	28	24	23	26	27
Flir	9	19	13	26	22	22
Argus	10	18	23	12	14	13

TOTAL SCORE:

- Bullard= 148
- Flir= 111
- Argus= 90

The Bullard brand received the highest numerical score at **148 points** and received positive written reviews among the evaluators.

Some benefits to the Bullard Thermal Imager include:

- Comparing “like” equipment, the evaluators found the Bullard QXT Imager had better ergonomics while performing duties both inside and outside of the structure, making the unit more user friendly.
- During the evaluation, users found the controls on the Bullard camera were generally easier to use in a low visibility environment, such as a smoke filled room.
- Bullard is the only brand using an integrated lithium ion battery that a longer run time than the other brands. The battery also has a five-year manufacturers free replacement warranty, making battery replacement more cost effective over time.
- Since we currently use a Bullard brand camera, the manufacturer offers a trade in program, which allows us to receive a discounted purchase price. Included in the purchase of each unit is:

- QXT camera
- Truck Mount Charger
- Back-Up USB Cord Charger
- Retractable Lanyard
- 5 Year Warranty on Imager and battery

Final recommendation: Due to the findings of the evaluation process, the group recommends the purchase of the Bullard QXT Thermal Imaging Camera for the Des Plaines Fire Department.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Iorio".

Mike Iorio
Battalion Chief



Dinges Fire Company

243 E Main St.
Amboy, IL 61310
Phone: 815.857.2000
www.DingesFire.com

Bill To:

Des Plaines Fire Department (Des Plaines,IL)
C/O: B/C Mike Iorio
405 S. River Rd.
Des Plaines, IL 60016

Ship To:

Des Plaines Fire Department (Des Plaines,IL)
405 S. River Rd.
Des Plaines, IL 60016

Quantity	Item	Description	Price	Total
5	Bullard-QXTBUNDLEUPGRADE	Bullard QXT Upgrade Program Upgrade existing Bullard imagers to new QXT. Includes: Truck Mount Charger Back-Up USB Charging Cord Internal Lithium-Ion Battery 320 x 240 Resolution 60 Hertz Refresh Rate Retractable Lanyard Super Red Hot Colorization Temperature Measurement 5 Year Warranty on Imager 5 Year Warranty on Battery	\$5,300.00	\$26,500.00
8	Bullard-QXTBUNDLE	Bullard QXT Thermal Imager Includes: Truck Mount Charger Back-Up USB Charging Cord Internal Lithium-Ion Battery 320 x 240 Resolution 60 Hertz Refresh Rate Retractable Lanyard Super Red Hot Colorization Temperature Measurement 5 Year Warranty on Imager 5 Year Warranty on Battery	\$6,500.00	\$52,000.00
4	Bullard-TRADEINBQXT	Trade in credit for a Bullard imager to be used towards the purchase of a QXT imager or bundle	(\$750.00)	(\$3,000.00)

* Sales tax will be applied to customers who have not provided a tax exempt certificate.

Sub Total \$75,500.00

* Quote Created on 04/02/2023. Pricing valid for no more than 30 days, unless noted otherwise.

Shipping FREE

* Financing options may be available. Please contact your sales rep for more information and a payment estimate.

Total \$75,500.00

This is a quotation only. Please do not make payment based off this quotation. An invoice will be sent to you when product is ready for delivery. Contact your local sales representative with any questions or requests.

10/19//2022



To Whom It May Concern,

According to the Distributor Agreement Contract between Bullard and Dinges Fire Company, Dinges Fire Company is the sole authorized Bullard distributor for the state of Illinois.

Therefore Dinges Fire Company is the exclusive Bullard distributor for the City of Des Plaines, IL

Kind Regards,

Mark Jetton

Mark Jetton

Regional Sales Manager

Bullard | 1898 Safety Way | Cynthiana,
KY 41031

Mobile: (312) 550-4823

Customer Service: 877 – BULLARD
(285-5273)

mark_jetton@bullard.com
www.bullard.com



 **W.S. Darley & Company**
 Chris Herling
 325 Spring Lake Dr.
 Itasca, IL 60143
 847-514-7395 Cell

Quote

DATE
3/12/2023

Quote
3/12/2023

Reference

FOB
Shipping Point

PAYMENT TERMS
NET 15 Days

BILL TO:

Des Plaines Fire Department
 1420 Miner
 Des Plaines IL 60016

SHIP TO:

Des Plaines Fire Department
 130 E Thacker
 Des Plaines IL 60016

ITEM	QUANTITY	DESCRIPTION	EACH		AMOUNT
1	1	MI-TIC-S-3 - argus Mi-TIC S 30Hz 3btn with IGNIS Engine, Full Kit, Camera only is \$5200 Full Kit includes: Thermal Imager, Charger Station with AC/DC Power Cords and Mounting Bracket, 2 x Standard (>3hrs) Lithium Iron Phosphate Batteries, Retractable Lanyard and Quick Start Guide Camera only is \$5200	\$5,700.00		\$5,700.00
2	1	BL798 - FLIR K55 Kit - Desktop charger 2 batteries lanyard Neck harness	\$5,600.00		\$5,600.00
3	1	BL505 - Truck Charger Flir	\$680.00		\$680.00
				Freight	TBD
				Total	

COMMENTS:

Special Terms:
 1. Customer P.O. constitute acceptance of these terms
 2. Quote expires 60 days herin

CITY OF DES PLAINES

RESOLUTION R - 142 - 23

A RESOLUTION ACKNOWLEDGING THE PURCHASE OF BULLARD QXT THERMAL IMAGING CAMERAS FOR THE FIRE DEPARTMENT BY THE FOREIGN FIRE INSURANCE BOARD.

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

WHEREAS, the City of Des Plaines Foreign Fire Insurance Board ("**Foreign Fire Insurance Board**") is an Illinois foreign fire insurance board established and operated by the members of the City's Fire Department ("**Fire Department**") pursuant to the Foreign Fire Insurance License Fee Act, 65 ILCS 5/11-10-0.01 *et seq.* ("**Act**"); and

WHEREAS, pursuant to the Act, the Board is responsible for collecting the foreign fire insurance license fees imposed by the Act ("**License Fees**") and is authorized to expend the License Fees for the maintenance, use, and benefit of the Fire Department; and

WHEREAS, the City has identified the need to purchase 13 thermal imaging cameras with updated technology and has identified the Bullard QXT Imager Camera to be the camera that best suits the Fire Department's needs (collectively, the "**Equipment**"); and

WHEREAS, Dinges Fire Company of Amboy, Illinois ("**Vendor**") is the exclusive distributor of the Equipment in Illinois; and

WHEREAS, Vendor submitted a quote for the purchase of the Equipment in the amount of \$75,500; and

WHEREAS, the Foreign Fire Insurance Board has approved the expenditure of License Fees to purchase the Equipment for the Fire Department; and

WHEREAS, the City Council has determined that it is in the best interest of the City acknowledge the purchase the of the Equipment by the Foreign Fire Insurance Board from the Vendor and to approve the acceptance of the Equipment for use by the Fire Department;

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: ACKNOWLEDGEMENT OF PURCHASE. The City Council hereby acknowledges the purchase of the Equipment by the Foreign Fire Insurance Board from Vendor.

SECTION 3: APPROVAL OF ACCEPTENCE AND OWNERSHIP OF EQUIPMENT. The City Council approves the transfer of ownership of the Equipment from the Foreign Fire Insurance Board to the City and authorizes and directs City Manager and the City Clerk to execute, on behalf of the City, a bill of sale, in a form acceptable to the General Counsel, documenting the transfer of the Equipment to the City.

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



POLICE DEPARTMENT

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

MEMORANDUM

Date: July 27, 2023
To: Michael G. Bartholomew, City Manager
From: Dave Anderson, Chief of Police 
Subject: Purchase of 18 Laptop Computers for the Investigations Division

Issue: On May 15, 2023, City Council passed resolution R-99-23, approving the purchase of 18 Dell laptop computers with docking stations for the Criminal Investigations Division of the Police Department. The Price of the computers was \$26,458.74 and the docking stations were \$3,810.42 for a total cost of \$30,269.16. The Purchase was funded from the Asset Forfeiture Account. Those computers were delivered and paid for in Purchase Order 2023-298 and discovered not to work due to an out-of-the-box hardware failure.

Analysis: The original computers were Dell Latitude laptops and The I.T. Department worked with the vendor, Dell Marketing LP, and determined that the hardware could not be made to work. The vendor has offered to take back the 18 Dell Latitude laptops and issue us a credit for their cost which is \$26,458.74 as we are keeping the docking stations. They can sell us 18 Dell Mobile Precision 5570 Computers and provided us with a quote of \$44,910.00. The I.T. Department believes that this laptop will work and is more powerful. With our credit applied, the total cost of this purchase would be \$18,451.26.

Recommendation: I recommend that the City Council approve the purchase of 18 Dell Mobile Precision 5570 laptop computers and docking stations from Dell Technologies for an amount not to exceed \$18,451.26. This purchase will be funded from Asset Forfeiture Account 260-00-000-2610.8005, at no cost to the city.

Attachments

Attachment 1 - Dell Technologies Quote
Attachment 2 - Dell Credit 60136491444
Attachment 3 - Dell Credit 60136591912
Resolution R-149-23



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000157038067.1	Sales Rep	Melissa Molgaard
Total	\$44,910.00	Phone	(800) 456-3355, 6178528
Customer #	12624510	Email	Melissa_Molgaard@Dell.com
Quoted On	Jul. 10, 2023	Billing To	FINANCE DEPT
Expires by	Aug. 09, 2023		CITY OF DES PLAINES
Contract Name	Dell Midwestern Higher Education Compact (MHEC) Master Agreement		1420 MINER ST DES PLAINES, IL 60016
Contract Code	C000000979569		
Customer Agreement #	MHEC-04152022		
Deal ID	23234800		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Melissa Molgaard

Shipping Group

Shipping To	Shipping Method
EFRAIN BERROCAL CITY OF DES PLAINES 1420 MINER ST DES PLAINES, IL 60016-4484 (847) 827-4356	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Mobile Precision 5570	\$2,495.00	18	\$44,910.00
Subtotal:			\$44,910.00
Shipping:			\$0.00
Non-Taxable Amount:			\$44,910.00
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$44,910.00

Shipping Group Details

Shipping To

EFRAIN BERROCAL
CITY OF DES PLAINES
1420 MINER ST
DES PLAINES, IL 60016-4484
(847) 827-4356

Shipping Method

Standard Delivery

	Quantity	Subtotal
Mobile Precision 5570	18	\$44,910.00
\$2,495.00		

Estimated delivery if purchased today:

Jul. 21, 2023

Contract # C000000979569

Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 5570 CTO	210-BDTV	-	18	-
Intel Core i9-12900H vPro (24 MB cache, 14 cores, 20 threads, 2.50 GHz to 5.00 GHz, 45W)	379-BEVD	-	18	-
Windows 11 Pro, English, French, Spanish	619-AQCE	-	18	-
No Microsoft Office License Included	658-BCSB	-	18	-
Intel Core i9-12900H vPro with NVIDIA RTX A2000 8 GB graphics	329-BGXQ	-	18	-
NVIDIA RTX A2000, 8 GB DDR6	490-BHMP	-	18	-
Intel vPro Technology Enabled	631-ADKM	-	18	-
15.6" Ultrasharp UHD+ HDR400, 3840x2400,Touch, w/Prem Panel Guar, 100% Adobe, LBL w/ IR Cam	391-BGQW	-	18	-
32 GB, 2 x 16 GB, DDR5, 4800 MT/s	370-AGZK	-	18	-
M.2 2280 1 TB, Gen 4 PCIe x4 NVMe, Solid State Drive	400-BMPS	-	18	-
No Additional Hard Drive	401-AAGM	-	18	-
No RAID	780-BBFE	-	18	-
Palm Rest, with 79 KYBD Layout,with fingerprint reader	346-BICK	-	18	-
US English Backlit Keyboard	583-BJBV	-	18	-
MOD,DOOR,BTM,WW,5570	354-BBEV	-	18	-
Intel Wi-Fi 6E (up to 6GHz) AX211 2x2 with Bluetooth Wireless	555-BHMS	-	18	-
6-cell 86 Whr Lithium Ion battery with ExpressCharge	451-BCQI	-	18	-
130W E5 Type C Power Adapter (EPEAT)	492-BCWZ	-	18	-
No ENERGY STAR Qualified	387-BBCE	-	18	-
Quick Setup Guide Precision 5570	340-CZUO	-	18	-
Custom Configuration	817-BBBB	-	18	-
Intel AX211 WLAN Driver w/Bluetooth	658-BFMG	-	18	-
Mix Model Packaging 130W	340-CZUK	-	18	-
USB Type-C to USB Type-A/HDMI Dongle, Black	470-AEIP	-	18	-
Black Power Cord (US)	450-AJLH	-	18	-
Intel Core i9 vPro Enterprise Label	389-EDDK	-	18	-
SupportAssist	525-BBCL	-	18	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	18	-

Dell Optimizer for Precision	640-BBSC	-	18	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	18	-
Waves Maxx Audio	658-BBRB	-	18	-
Dell Power Manager	658-BDVK	-	18	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	18	-
Dell Limited Hardware Warranty Plus Service	804-9773	-	18	-
ProSupport: 7x24 Technical Support, 3 Years	804-9792	-	18	-
ProSupport: Next Business Day Onsite, 3 Years	804-9793	-	18	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	18	-
Regulatory Label included	389-BEYY	-	18	-

Subtotal:	\$44,910.00
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$44,910.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

BILL TO:

CITY OF DES PLAINES
FINANCE DEPT
1420 MINER ST
DES PLAINES, IL 60016

SHIP TO:

CITY OF DES PLAINES
EFRAIN BERROCAL
1420 MINER ST
DES PLAINES, IL 60016-4484

[PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION](#)
[VIEW YOUR ORDER DETAILS ONLINE](#)

Credit Memo No: 60136491444	Customer No: 12624510	Order No: 716890056	Page 1 of 1
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Original Order Number: 677127951	Original Invoice Number: 10674490313
Original Payment Terms: Due 45 days from invoice date	Original Invoice Date: 05/26/2023
Credit Memo Date: 07/25/2023	Sales Rep: MELISSA_MOLGAARD
Original Purchase Order: 2023-00000298	Contract Code: C000000979569

Credit Memo Reason: CRA08-PAY @ COLLECTED

Item Number	Description	Quantity	Unit	Unit Price	Amount
210-BELX	Latitude 9330 XCTO Base System Service Tags:1R2DRV3, 3P2DRV3, 4BH6RV3, 4L2DRV3, 5FV6RV3, 708DRV3, 7G2DRV3, 8646RV3, 9J2DRV3, 9PSXSV3, B846RV3, CLH6RV3, D38DRV3, G18DRV3, G8XYSV3, HCC7RV3, HDH6RV3, J48DRV3	17	EA	1,469.93	-24,988.81
570-AADK	No Mouse	17	EA	-	-
556-BBCD	No Mobile Broadband Card	17	EA	-	-
650-AAAM	No Anti-Virus Software	17	EA	-	-
620-AALW	OS-Windows Media Not Included	17	EA	-	-
430-XXYG	No Resource USB Media	17	EA	-	-
340-AGIK	SERI Guide (ENG/FR/Multi)	17	EA	-	-
800-BBQN	BTO Standard Shipment (S)	17	EA	-	-
389-BCGW	No UPC Label	17	EA	-	-
340-CKSZ	No AutoPilot	17	EA	-	-

USD	
Sub-Total:	\$ -24,988.81
Ship. &/or Handling:	\$ 0.00
ENVIRO FEE:	\$ 0.00
Taxable:	
\$ 0.00	Tax:
Non-Taxable:	\$ 0.00
\$ -24,988.81	
Credit Total:	\$ -24,988.81
Credit Total:	\$ -24,988.81

BILL TO:

CITY OF DES PLAINES
FINANCE DEPT
1420 MINER ST
DES PLAINES, IL 60016

SHIP TO:

CITY OF DES PLAINES
EFRAIN BERROCAL
1420 MINER ST
DES PLAINES, IL 60016-4484

[PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION](#)
[VIEW YOUR ORDER DETAILS ONLINE](#)

Credit Memo No: 60136591912	Customer No: 12624510	Order No: 722729637	Page 1 of 1
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Original Order Number: 677127951	Original Invoice Number: 10674490313
Original Payment Terms: 45 Days Inv.	Original Invoice Date: 05/26/2023
Credit Memo Date: 08/03/2023	Sales Rep: MELISSA_MOLGAARD
Original Purchase Order: 2023-00000298	Contract Code: C000000979569

Credit Memo Reason:CF025-MERCHANDISE RETURNED

Item Number	Description	Quantity	Unit	Unit Price	Amount
210-BELX	Latitude 9330 XCTO Base System Service Tags:G8XYSV3, PENDING	1	EA	1,469.93	-1,469.93
570-AADK	No Mouse	1	EA	-	-
556-BBCD	No Mobile Broadband Card	1	EA	-	-
650-AAAM	No Anti-Virus Software	1	EA	-	-
620-AALW	OS-Windows Media Not Included	1	EA	-	-
430-XXYG	No Resource USB Media	1	EA	-	-
340-AGIK	SERI Guide (ENG/FR/Multi)	1	EA	-	-
800-BBQN	BTO Standard Shipment (S)	1	EA	-	-
389-BCGW	No UPC Label	1	EA	-	-
340-CKSZ	No AutoPilot	1	EA	-	-

USD	
Sub-Total:	\$ -1,469.93
Ship. &/or Handling:	\$ 0.00
ENVIRO FEE:	\$ 0.00
Taxable:	
\$ 0.00	Tax:
Non-Taxable:	\$ 0.00
\$ -1,469.93	
Credit Total:	\$ -1,469.93
Credit Total:	\$ -1,469.93

CITY OF DES PLAINES

RESOLUTION R - 149 - 23

**A RESOLUTION APPROVING THE PURCHASE OF 18
DELL LAPTOPS FOR THE POLICE DEPARTMENT.**

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 Police Department has identified the need to replace the desktop computers used by detectives with 18 Dell laptops so that the detectives can work and process evidence more efficiently in the field; and

WHEREAS, the City uses Dell for its desktop and laptop needs; and

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

WHEREAS, on May 15, 2023, the City Council adopted Resolution R-99-23, approving the purchase of 18 Dell Latitude laptops ("**Original Laptops**") from Dell Technologies ("**Vendor**") in the not to exceed amount of \$30,269.16; and

WHEREAS, after the purchase of the Original Laptops it was determined that the Original Laptops were not working in a manner sufficient to meet the Police Department's needs; and

WHEREAS, Vendor provided a quote to purchase 18 Dell Precision 5570 laptops ("**New Laptops**") in the total amount of \$44,910.00; and

WHEREAS, Vendor allowed the City to return the Original Laptops and provided a credit toward the purchase of the New Laptops in the amount of \$26,458.74 ("**Credit**"); and

WHEREAS, the City desires to purchase the New Laptops from Vendor for \$44,910.00, \$26,458.74 of which will be paid for using the Credit; and

WHEREAS, the City has sufficient funds in the Asset Forfeiture Account for the purchase of the New Laptops from Vendor; and

WHEREAS, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements in the City Code and purchase the New Laptops from Vendor;

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: WAIVER OF COMPETITIVE BIDDING. The requirement that competitive bids be solicited for the procurement of the New Laptops is hereby waived.

SECTION 3: APPROVAL OF PURCHASE. The City Council approves the purchase by the City of the New Laptops from the Vendor in a total not-to-exceed amount of \$44,910.00.

SECTION 4: AUTHORIZATION OF PURCHASE. The City Council authorizes and directs the City Manager and the City Clerk to execute and seal documents approved by the General Counsel, and the City Manager to make payments and execute documents, on behalf of the City, that are necessary to complete the purchase of the New Laptops from the Vendor in a total not-to-exceed amount of \$44,910.00.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Waiving Bidding Requirements for Purchase of 18 Dell Laptops for Police Department



INFORMATION TECHNOLOGY DEPARTMENT

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

MEMORANDUM

Date: August 2, 2023
 To: Michael G. Bartholomew, City Manager
 From: Romeo Sora, Director Information Technology *RS*
 Subject: Room 101 Technology Implementation

Issue: The conference Room 101 audio-visual technology is outdated and needs to be updated.

Analysis: Conference Room 101 is a frequently used conference room by many of the City’s departments. The room is utilized for internal and external meetings and presentations utilizing the current presentation computer, ceiling projector and the stationary projector screen. However, the conference room is also used as an overflow room during City Council meetings. Audio and video feeds from Room 103 have been run to Room 101. However, the process of switching between the presentation computer feed and the City Council meeting feed is currently a manual process. To switch between one feed versus the other feed, staff must manually unplug HDMI cables located next to the ceiling mounted projector, depending on the audio-visual feed needed.

Staff invited three audio-visual vendors to review the existing room and provide the City with recommendations on redesigning the conference room. The goal is to automate the feed switching process, in addition to upgrading current equipment. Staff reached out to AVI Systems Inc., KeyCodes Media, and Pulse Technology for a “Turn-Key” solution, based on the City’s input and desired outcomes. AVI Systems was the only vendor to provide a solution, while KeyCodes Media declined the invitation, and Pulse Technology was not able to provide a solution in a timely manner.

AVI’s \$34,299 proposed solution would furnish and install equipment for (1) new ceiling mount screen, (4) new ceiling speakers, (1) new audio amplifier, (1) new AV switcher, (1) new AV control processor, and (1) new control touch panel which will require AVI’s technicians to configure. The proposed audio-visual technology implementation would bring Room 101 up to the same standards as the City Council Chambers.

Additionally, AVI is the existing vendor that performed the upgrades to the City Council Chambers and have intimate/legacy knowledge of the buildout for that room. AVI should be able to integrate both rooms and their systems efficiently with minimal issues. In the event an issue does arise, AVI will be the single point of contact to call for both the Council Chambers and Room 101.

Recommendation: I recommend the City Council waive bidding requirements and approve the Room 101 Audio-Visual Technology Implementation with AVI Systems Inc., 703 West Algonquin Road, Arlington Heights IL 60005 in the amount of \$34,299. Source of funding will be the Facilities Maintenance Fund.

Attachments:

Resolution – R-150 -23

Exhibit A – AVI Retail Sales Agreement

CITY OF DES PLAINES

RESOLUTION R - 150 - 23

A RESOLUTION APPROVING AN AGREEMENT WITH AVI SYSTEMS, INC. FOR AUDIO/VISUAL EQUIPMENT PROCUREMENT AND INSTALLATION.

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 for use by the Information Technology Department during the 2023 fiscal year for the replacement of, and upgrades to, the audio/visual equipment in Room 101 of City Hall ("**Improvements**"); and

WHEREAS, the City solicited proposals from three qualified contractors for the Improvements; and

WHEREAS, AVI Systems, Inc. ("**Vendor**") was the only vendor to provide a proposal for the Improvements, which included the procurement and installation of a new ceiling-mounted presentation screen, four new ceiling speakers, a new audio amplifier, a new A/V switcher, a new A/V control processor, and a new control touch panel in the aggregate amount of \$34,299; and

WHEREAS, the Vendor has previously performed upgrades to the City Council Chambers' audio/visual systems and has an intimate knowledge of the City A/V needs and information technology infrastructure; and

WHEREAS, City staff has been satisfied with the quality and conduct of the Vendor's prior work for the City; and

WHEREAS, the City desires to enter into an agreement with Vendor for the Improvements in the not-to-exceed amount of \$34,299 ("**Agreement**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements in the City Code and enter into the Agreement with Vendor;

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: WAIVER OF COMPETITIVE BIDDING. The requirement that competitive bids be solicited for the procurement and installation of the Improvements is hereby waived.

SECTION 3: 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 4: 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 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

Retail Sales Agreement



AVI Systems Inc., 703 West Algonquin Road Arlington Heights, IL, 60005 | Phone: (630)477-2300, Fax: (630)477-2301

Proposal Number: 1200462
Prepared For: Des Plaines, City of
Attn: Romeo Sora

Proposal Date: August 02, 2023

Des Plaines-1st FI Conference AV UPG R1

Prepared By: Thomas Burns
Phone: (630)477-2354
Email: thomas.burns@avisystems.com

BILL TO

Attn: Romeo Sora
Des Plaines, City of
1420 Miner St
Des Plaines, IL, 60016
Phone: (847)391-5300
Email: rsora@desplaines.org
Customer Number: 10580

SITE

Attn: Romeo Sora
Des Plaines, City of
1420 Miner St
Des Plaines, IL, 60016
Phone: (847)391-5623
Email: rsora@desplaines.org

PRODUCTS AND SERVICES SUMMARY

Equipment	\$13,411.00
Integration	\$17,799.00
PRO Support	\$2,500.00
Shipping & Handling	\$589.00
Tax	\$0.00
Grand Total	\$34,299.00

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 60 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems, Inc.
NW8393 P.O. Box 1450
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the [AVI General Terms & Conditions](http://www.avisystems.com/TermsOfSale) (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

AVI Systems, Inc.

Company

Signature

Printed Name

Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior

written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

SERVICES TO BE PROVIDED

INTEGRATION SCOPE OF WORK

A. SUMMARY: The City of Des Plaines would like to upgrade the AV in their 1st floor conference room. With the exception of the projector, a lectern, and a digital media receiver, all existing components will be removed by AVI and replaced with new components. AVI will provide labor to remove and replace the electric screen. All new source and processing equipment will reside within the lectern's interior shelf. The new set up will include a control touch panel to operate the system. It will provide power cycling of the equipment, source switching to the projector, and audio level adjustment of presentation sound. This proposal does not include any provisions for microphones to support voice lift or integration for video or audio conferencing. An existing AV feed from the boardrooms AV system will be maintained. AVI will provide a 1-year support agreement upon completion of the work.

B. SYSTEM DESCRIPTION: First Floor Conference Room AV Upgrade

- Displays:
 - 1-Existing Panasonic Laser projector with standard Lens
 - 1-New 16:10 Electric ceiling mounted screen. Electrician to disconnect power from old screen and re-apply power to new screen.
- Source Devices:
 - 1-Owner furnished desktop PC and monitor located at the owner furnished lectern
 - 1-Owner furnished laptop for connection at the lectern
 - 1-Owner furnished DM receiver for boardroom AV feed. Relocated to the lectern. HDMI output will feed the new AV switcher
- Audio:
 - 4-New Ceiling speakers
 - 1-New audio amplifier
 - Voice lift for the room is not in the scope of this upgrade
- Conferencing:
 - Not in the scope of this upgrade
- Switching:
 - 1-New AV switcher located in lectern
- Controls:
 - 1-New AV control processor
 - 1-New 10" control touch panel located at the lectern
- Equipment Location:
 - All source and processing equipment will be mounted on a shelf within the lectern. Des Plaines is having the lectern custom built and will provide cable passage to allow connectivity of low voltage signage to pass to a new wall panel for connectivity to the screen, projector, and boardroom AV System

C. EXCLUSIONS: The following work is **not included** in our Scope of Work: All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.

- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment *AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does include prevailing wage

- Unless specifically noted lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS: The room(s) match(es) the drawings provided.

- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person

- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and “as built” system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

SYSTEM SUPPORT

CUSTOMER CARE

CUSTOMER CARE SERVICES TO BE PROVIDED

Customer Care is the ongoing care and maintenance services delivered to keep your System(s) functioning as originally designed and installed. AVI Systems will perform the services below, as further described in Definitions, for covered Systems.

Customer Care Entitlement Matrix					
Entitlement	Definition	System Support			Service Level
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included			Remote initiation within two (2) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and resolve incidents.	Included			Remote response within (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the client location to diagnose and resolve an Incident.	Included			Onsite response within eight (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components. Does not include consumables or obsolete equipment.	Included			Repair and/or replacement is manufacturer dependent. Loaner Equipment on Best Effort basis
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents	Included			
System Training	AVI Systems conducts user training to cover operation of the system and how to contact AVI Systems for support. Technical, Administrative, or Product Specific training is available separate from this agreement.	Included			Remote user training, scheduled at least one (1) week in advance
System Health Checks	AVI Systems personnel perform preventative maintenance. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Included			Two (2) System Health Checks per year, each scheduled at least one (1) week in advance
Asset Management	AVI Systems tracks asset information for Systems.	Included			

CUSTOMER CARE DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Priority Support – Means all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work.

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

Onsite Support - Service level response assumes client location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the client location is beyond 60 miles of an AVI Systems Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Loaner Equipment – Defined as table top LCD projectors and flat screen monitors under 50". Table top projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

Best Effort – Means AVI Systems strives to provide the Service or repair any Incident in an appropriate and generally accepted manner using the resources available but makes no promise in this reference.

Advanced Parts Replacement - Provides for recycling of equipment covered in a system or consumables with no additional fees. Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

CUSTOMER CARE – LOCAL BRANCH SUPPORT

Remote-Onsite Technical Support

- Help Desk phone number: 952-949-6009

Help Desk email: chicagoservice@avisystems.com or proservice@avisystems.com

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
1st floor conference room					
OFE	OWNER	Lectern	1	\$0.00	\$0.00
OFE	OWNER	Projector Existing & Installed	1	\$0.00	\$0.00
OFE	OWNER	Laptop Lectern	1	\$0.00	\$0.00
OFE	OWNER	Digital Media Receiver Boardroom Feed	1	\$0.00	\$0.00
84327LS	DA-LITE	ADVANTAGE 119D 58X104NPA MW	1	\$3,204.00	\$3,204.00
AC-MX-44HDBT	AVPRO	18Gbps 4x4 HDBaseT Matrix with ICT and uncompressed mirrored HDMI, IR Routing, RS232, Audio Matrixin	1	\$2,519.00	\$2,519.00
AC-EX70-UHD-R	AVPRO	HDBaseT (CAT6) RECEIVER ONLY 10.2G, 40m 4K (70m HD) Slim Extender with I-Pass, Bi-Directional Power,	1	\$212.00	\$212.00
AC-BT01-AUHD	AVPRO	Bullet Train 1 Meter HDMI Cable (3.2FT) - 18Gbps Ultra High Speed	3	\$14.00	\$42.00
AC-BT02-AUHD	AVPRO	Bullet Train 2 Meter HDMI Cable (6.5FT) - 18Gbps Ultra High Speed	1	\$19.00	\$19.00
DL-ARDD	LIBERTY AV	DIGITALINX SECURE ADAPTER RING	1	\$135.00	\$135.00
TSC-101-G3	QSC	CONTROL,TSC-101-G3,10.1 INCH TOUCHSCREEN	1	\$2,440.00	\$2,440.00
TSC-710T-G3	QSC	ACCESSORY,TSC-710T-G3,TSC-G3 7 & 10.1 IN TABLETOP STAND	1	\$350.00	\$350.00
CORE NANO	QSC	PROCESSOR,CORE NANO-NA,100-240V,	1	\$1,685.00	\$1,685.00
SLQUD-8N-P	QSC	Q-SYS UCI DEPLOYMENT,8N,PERPETUAL	1	\$90.00	\$90.00
SLQSE-8N-P	QSC	Q-SYS SCRIPTING ENGINE,8N,PERPETUAL	1	\$180.00	\$180.00
IP2CC-P	GLOBAL CACHE	ITACH TCP/IP-CONTACT CLOSE POE	1	\$150.00	\$150.00
IP2SL-P	GLOBAL CACHE	ITACH TCP/IP-SERIAL WITH POE	1	\$150.00	\$150.00
GSM4212P-100NAS	NETGEAR	M4250-10G2F-POE+ MANAGED SWITCH	1	\$616.00	\$616.00
FAP62T	ATLAS	6" Coaxial In-Ceiling Speaker with 32-Watt 70/100V Transformer and Ported Enclosure	4	\$119.00	\$476.00
SPA2-60	QSC	1/2 RU 2 Channel ENERGY STAR amplifier / Stereo operation 60 watts into 8? & 4?, Bridged operation 2	1	\$543.00	\$543.00
AVI-TBD-MATERIAL	AVI	Misc. Cables & Connectors	1	\$600.00	\$600.00
Sub-Total: 1st floor conference room					\$13,411.00
Installation Labor & Programming					
Project Management					
Programming					
On Site Integration					
Testing & Acceptance					
Integration Cables & Connectors					
Travel Expense					
Engineering & Drawings					
Sub-Total: Installation Labor & Programming					\$17,799.00

Total:**\$31,210.00****PRO SUPPORT:**

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSACUSTOM	AVI SYSTEMS	1 Year System Support Agreement	1.0000	\$2,500.00	\$2,500.00

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. Changes In The Scope of Work – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.

2. Ownership and Use of Documents and Electronic Data – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.

3. Proprietary Protection of Programs – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI' know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.

4. Shipping and Handling and Taxes – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.

5. Title – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.

6. Security Interest – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI

Refer to page 1 for the Grand Total that includes the Taxes, and Shipping & Handling

7. Risk of Loss or Damage – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.

8. Receiving/Integration – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

9. Equipment Warranties – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

10. General Warranties – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of

Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

19. Confidentiality. The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

20. Nonsolicitation - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

21. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

22. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.



INFORMATION TECHNOLOGY DEPARTMENT

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

MEMORANDUM

Date: August 2, 2023
 To: Michael G. Bartholomew, City Manager
 From: Romeo Sora, Director Information Technology *RS*
 Subject: Barracuda Email Premium Protection Plus Maintenance Renewal

Issue: The 2023 budget includes funding for the City's Barracuda Email Premium Protection maintenance agreement renewal with SpeedLink.

Analysis: On July 18, 2022, the City entered into a three-year Barracuda Email Premium Protection Plus maintenance agreement with SpeedLink under resolution R-125-22 for a total of \$110,850. Payments are made in three annual installments of \$36,950.

SpeedLink is a "Partner of Record" with Barracuda, and as such has preferential pricing in place with Barracuda that other vendors would not receive. SpeedLink has consistently provided the City of Des Plaines with the lowest price pertaining to Barracuda products and services.

Recommendation: I recommend the City Council waive bidding requirements and approve the Barracuda Microsoft Office 365 Email Protection Premium Plus with SpeedLink, 4039 Floramar Ter, New Port Richey, FL 34652, in the amount of \$36,950. The agreement will be funded from the IT R&M Software Account (100-20-230-0000-6300).

Attachments:

Attachment 1 – Barracuda Email Protection, Premium Plus Quote
 Resolution – R- 151 -23



6240 Champions Row St
 Bradenton, FL 34210
 630-904-5254

Invoice

Date	Invoice #
6/9/2023	709571
Account #	8

Bill To
City of Des Plaines Accts Payable 1420 Miner St Des Plaines, IL 60016-4498

Ship To
City of Des Plaines Romeo Sora 1420 Miner St Des Plaines, IL 60016-4498

P.O. Number	Terms	Rep	Ship	Via
	Net 15	JE	6/28/2023	

Quantity	Item Code	Description	Price Each	Amount
325	EP-PremPlus-Usr-1M	Email Protection, Premium Plus, per User, 3 year	107.69231	35,000.00T
1	BPS-RMUM-Email	Barracuda Professional Services, Remote Update Migration, Email Protection, Premium Plus, within 90 Days This is Year 2 of a 3 Year subscription. City of Des Plaines pays 1/3rd each year or \$36,950 and avoids future price increases. Support Expires July 28, 2023	1,950.00	1,950.00T
			Subtotal (0.0%)	\$36,950.00
If you are tax exempt please provide a copy of your tax certificate			Sales Tax	\$0.00
Thank you for your order and the confidence you have placed with SpeedLink Solutions. If there are any problems with this order please contact us at 630-904-5254		E-mail jevans@speedlnk.com	Total	\$36,950.00

CITY OF DES PLAINES

RESOLUTION R - 151 - 23

**A RESOLUTION APPROVING SECOND ANNUAL
PAYMENT TO SPEEDLINK SOLUTIONS INC. FOR THE
PURCHASE AND IMPLEMENTATION OF BARRACUDA
O365 EMAIL
PROTECTION.**

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 IT R&M Software Account (100-20-230-0000-6300) for use during the 2023 fiscal year for the purchase of software licenses; and

WHEREAS, on July 18, 2022, the City entered into a three-year Barracuda Email Premium Protection Plus maintenance agreement with SpeedLink Solutions, Inc. (“*Vendor*”) pursuant to resolution R-125-22 in an aggregate total of \$110,850 to be paid in three annual installments of \$36,950 (“*Agreement*”); and

WHEREAS, the Vendor is a “Partner of Record” with Barracuda Networks Inc.; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the annual payment for the Vendor’s services under the Agreement in the not-to-exceed amount of \$36,950;

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: AUTHORIZATION. The City Manager is hereby authorized and directed to execute such documentation and make such payments, on behalf of the City, as are necessary to complete the purchase of the Barracuda Licenses from Vendor Agreement for the second contract year of the Agreement amount of \$36,950.

SECTION 3: 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



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: August 10, 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 – 2023-2024 Contractual Sidewalk Snow Removal

Issue: Two bids for the 2023-2024 Contractual Sidewalk Snow Removal contract were received and opened on July 20, 2023.

Analysis: The Public Works and Engineering Department utilizes outside contractors to provide auxiliary support for in-house staff during snow removal operations on City owned/maintained sidewalks. A total of three responses were received as summarized below:

2023/2024 SEASON	Cost for Sidewalk Snow Removal and Deicing (per pass)
Snow Systems, Inc.	\$4,595
DGO Premium Services	\$6,600

The contract includes pricing for four sidewalk routes (approximately 3.9 miles) throughout the City and hourly labor and equipment rates for additional work, if needed. This is a one-year contract with up to two additional renewal terms upon successful completion. The lowest bid was submitted by Snow Systems, Inc. who has received positive references from the Village of Schaumburg, Village of Downers Grove, and City of Highland Park.

Recommendation: We recommend awarding the bid for the Contractual Sidewalk Snow Removal contract per submitted unit prices to Snow Systems, 600 N. Wolf Court, Wheeling, IL 60090. Funding for this contract will be from the 2023 Street Maintenance Miscellaneous Contractual Services (100-50-530-0000.6195) amount of \$29,400 and 2024 requested budget amount of \$80,000.

Attachments:
Resolution R-152-23
Exhibit A – Snow Systems Contract

CITY OF DES PLAINES

RESOLUTION R - 152 - 23

A RESOLUTION APPROVING AN AGREEMENT WITH SNOW SYSTEMS, INC. FOR THE REMOVAL OF SNOW FROM VARIOUS CITY SIDEWALKS DURING THE 2023/2024 WINTER.

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 Street Maintenance, Miscellaneous Contractual Services Fund for use by the Department of Public Works and Engineering for the removal of snow on certain sidewalks throughout the City during the 2023/2024 winter ("*Work*"); 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 issued an invitation for bids for the performance of the Work; and

WHEREAS, the City received two bids, which were opened on July 20, 2023; and

WHEREAS, Snow Systems, Inc. ("*Contractor*") submitted the lowest responsible bid in the amount of \$4,595 per pass; 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: (i) \$29,400 for Work in 2023; and (ii) \$80,000 for Work in 2024; subject to the appropriation of sufficient funds for the Work by the City Council in 2024 ("*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 Snow Systems for 2023-2024 Sidewalk Snow Removal

CITY OF DES PLAINES

CONTRACT FOR

2023/2024 Contractual Sidewalk Snow Removal

Full Name of Bidder Snow Systems (Bidder)
Principal Office Address 600 N Wolf Court Wheeling, IL 60090
Local Office Address Same as above
Contact Person Stacey Hinson Telephone Number 847-947-1502

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

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

- Exhibit A: Routes #1 thru Route #4
Exhibit B: Special Provisions
Exhibit C: After Storm Routes #1 thru #12
Exhibit D: Performance Bond
Exhibit E: Schedule of Prices
Exhibit F: Schedule of Equipment

- 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 2023/2024 Contractual Sidewalk Snow Removal within the City of Des Plaines (collectively, 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

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: See Attachment A

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 on November 1, 2023, provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract/Proposal, and shall end on April 15, 2024. The Owner will have the right to renew this Contract/Proposal for two additional one-year renewal terms (each a "Renewal Term") by providing Bidder with written notice of a renewal at least 60 days prior to the expiration of the Term of the applicable Renewal Term. Owner may terminate this Contract/Proposal at its convenience by providing Bidder 30 days advance notice thereof. At all times during the Term and Renewal Term, Bidder proposes and agrees that Bidder will be available to perform the Work in accordance with this Contract/Proposal seven days a week and 24 hours per day, as directed by Owner in Owner's sole discretion, and as more fully described in the Special Provisions. Bidder shall commence the performance of work not more than one hour after receiving direction to perform Work from Owner, shall notify Owner when Bidder commences Work, and shall diligently and continuously prosecute such Work until the Work is completed, all in accordance with this Contract/Proposal.

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 may be required to provide a Performance Bond on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of \$100,000 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 performed in a manner consistent with the degree of care and skill ordinarily exercised by reputable snow removal contractors currently operating under similar circumstances in the Chicago Metropolitan Region, and (5) 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.

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

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

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local 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 5 years, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-7-20, including, without limitation, The bidder actively participates, and has actively participated for at least 12 months before the date of the bid opening, in apprenticeship and training programs approved and registered with the United States department of labor bureau of apprenticeship and training for each of the trades of work contemplated under the awarded contract for all bidders and subcontractors. For the purposes of this subsection, a bidder or subcontractor is considered an active participant in an apprenticeship and training program if all eligible employees have either: (i) completed such a program, or (ii) were enrolled in such a program prior to the solicitation date and are currently participating in such program." performing Work under this Contract.

7. Acknowledgements

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 Schedule of Prices 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 10, 2023

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

Bidder's Name: Snow Systems

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____ Date: July 10 2023

(corporate seal) Printed Name: J. Biebrach
(if corporation) Title/Position: President

Bidder's Business Address: 600 N. Wolf Court
Wheeling, IL 60090

Bidder's Business Telephone: 847-808-7800 Facsimile: 847-808-7887

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

NAME	TITLE	ADDRESS
J. Biebrach	President	600 N Wolf Court, Wheeling IL 60090

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 July 10, 2021.

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

EXHIBIT A ROUTE #1





EXHIBIT A ROUTE #3





EXHIBIT B
SPECIAL PROVISIONS

The Contractor shall furnish and provide all labor, materials, tools, equipment, and machinery necessary to perform and complete in a good and workmanlike manner the work required for:

Snow Removal from various sidewalks as assigned by the City.

I. The Work:

- a. **Clearing of Sidewalks.** The selected Bidder ("*Contractor*") will, when directed by the City, cause its personnel and equipment to travel and operate along, and remove all ice and snow from, the entire length of the City's sidewalk snow routes (each, a "*Pass*") which sidewalk snow routes are depicted on **Exhibit A Routes #1 through #4** to the Contract/ Proposal (each, a "*Route*" and collectively, the "*Routes*"), all in accordance with the requirements of the Contract/Proposal and these Special Provisions. Each Pass on each Route will be deemed completed when: (i) the Contractor's personnel and equipment have traveled the entire Route; (ii) in the course of traveling the Route, the Contractor's personnel and equipment have plowed all snow from the paved sidewalk surface within the route, away from the buildings and place in a windrow behind the back of the curb line where applicable. Snow shall never be plowed into the driving or parking lanes of any street, however on bridge sidewalks the windrow should be deposited in the gutter line next to the curb; Once plowed, salt shall be applied to each sidewalk at the application rate specified by the City representative. Spills or over-application of salt shall be cleaned up immediately; All areas not accessible to equipment shall be hand shoveled and salted; and (iii) the City has determined that the Work complies with the requirements of the Contract / Proposal and these Special Provisions and has accepted the Work in writing . The City may direct the Contractor to perform and complete multiple Passes of the same Route or Routes during a given snow event, but the Contractor will not begin any Pass without prior authorization by the City.
- b. **Clearing of Other Locations.** The selected Bidder also will, at the direction of the City, remove all ice and snow from paved sidewalk surfaces at locations within the City other than the Routes ("*Additional Locations*"), all in accordance with the requirements of the Contract/Proposal and these Special Provisions. The Work at the *Additional Locations* will be deemed completed when: (i) the selected Bidder has completely cleared each paved surface within the *Additional Locations* of snow and ice to bare pavement from edge of sidewalk to edge of sidewalk when applicable, dependent on weather conditions; and (ii) the City has determined that the Work at the *Additional Locations* complies with the requirements of the Contract/Proposal and these Special Provisions and has accepted such Work in writing.
- c. **After Storm Sidewalk Snow Removal.** The selected Bidder also will, at the direction of the City, remove all ice and snow from paved sidewalk surfaces at locations within the City after the snow event has finished. ("*After Storm Locations*") **Exhibit C – Routes #1 through #8**, all in accordance with the requirements of the Contract/Proposal and these Special Provisions. The Work at the *After Storm Locations* will be deemed completed when: (i) the selected Bidder has completely cleared each paved surface within the *After Storm Locations* of snow and ice to bare pavement from edge of sidewalk to edge of sidewalk when applicable, dependent on weather conditions; and (ii) the City has determined that the Work at the *After Storm Locations* complies with the requirements of the Contract/Proposal and these Special Provisions and has accepted such Work in writing.
- d. **Application of Deicing Material on Sidewalks.** The selected Bidder ("*Contractor*") will, when directed by the City, cause its personnel and equipment to travel and operate along and apply deicing materials for the removal of all ice and snow from, the entire length of the City's sidewalk snow routes (each, a "*Pass*"). which sidewalk snow routes are depicted on **Exhibit A** to the Contract/Proposal (each, a "*Route*" and collectively, the "*Routes*"), all

in accordance with the requirements of the Contract/Proposal and these Special Provisions. Each Pass on each Route will be deemed completed when: (i) the Contractor's personnel and equipment have travelled the entire Route; (ii) in the course of travelling the Route, the Contractor's personnel and equipment have completely cleared all paved sidewalk surfaces within the Route of snow and ice ~~to bare pavement~~ from edge of sidewalk to edge of sidewalk when applicable, dependent on weather conditions; and (iii) the City has determined that the Work complies with the requirements of the Contract / Proposal and these Special Provisions and has accepted the Work in writing.

The City may direct the Contractor to perform and complete multiple Passes of the same Route or Routes during a given snow event, but the Contractor will not begin any pass without prior authorization by the City.

2. Pricing Schedule:

- a. Pricing for Work on the Routes. Each Bidder will submit proposed unit prices for each completed Pass along each Route by completing the Schedule of Prices set forth in Exhibit C to the Contract Proposal ("Schedule of Prices").
- b. Pricing for the Work at the Additional Locations. Each Bidder will submit proposed hourly time and material prices for performing the Work at the Additional Locations by completing the Schedule of Prices.

3. Payment:

- a. **Payment for Work on the Routes.** Payment for the Work on the Routes will be calculated by multiplying (i) the number of Passes through each Route completed by the Contractor and accepted by the City by (ii) the unit price for completing each Pass through each Route set forth in the Schedule of Prices.
- b. **Payment for Work at the Additional Locations.** Payment for the Work at the Additional Locations will be calculated by multiplying (i) the number of hours worked by each vehicle set forth in the Schedule of Prices by (ii) the hourly rate set forth in the Schedule of Prices corresponding to each respective vehicle.

4. **Notification, Commencement, and Completion:** The Contractor and its personnel and equipment will be available to perform all Work as directed by the City and in accordance with the Contract/Proposal and these Special Provisions at all times (seven days per week, 24 hours per day) during the winter season. The Contractor will commence Work no later than one hour after the Contractor receives direction to perform Work from the City. The Contractor will diligently and continuously prosecute all Work until completion. The Contractor will notify the City upon 50 percent completion of each authorized Pass through each Route. If the City directs the Contractor to perform any additional Passes through any of the Routes, the Contractor will commence such Passes no later than one hour after receipt of such direction and will notify the City upon 50 percent completion of each additional authorized Pass. The Contractor will not commence any Pass through any Route without specific prior direction from the City. The Contractor will identify a Superintendent whom the City can reach by telephone 24 hours a day 7 days a week, for the purpose of directing the Contractor to commence any Work.

5. **Time to Complete Pass:** Each Pass through each Route will be completed in accordance with the following schedule of completion time:

AMOUNT OF SNOW	TIME TO COMPLETE PASS
0 TO 4 INCHES	5 HOURS
4.1 TO 6 INCHES	10 HOURS

6.1 TO 10 INCHES	1 2 HOURS
10.0 INCHES OR ABOVE	12 HOURS + 1 HOUR FOR EACH INCH ABOVE 10 INCHES

The City's private weather notification service, Continental Weather Service, will determine the number of inches or snowfall within the City per each snow event for the purpose of determining the time to complete each Pass pursuant to this Section 5.

6. Equipment:

- a. **Necessary Equipment.** The Contractor will furnish all equipment necessary to perform the Work in accordance with the terms of the Contract/Proposal and these Special Provisions (collectively, the "**Equipment**"), which Equipment is more fully described in the Schedule of Equipment completed by the Contractor and attached to the Contract /Proposal as **Exhibit D**. The Contractor represents and warrants that the Equipment will, at all times during the term of the Contract /Proposal, be available for use by the Contractor to perform the Work as directed by the City and in accordance with the Contract /Proposal and these Special Provisions.
 - b. **Maintenance, Repair, and Replacement.** At all times during the Contract/Proposal term, the Contractor will, at its sole cost and expense, keep the Equipment in a good working condition suitable for its intended use to perform the Work. If any Equipment becomes unavailable for use by the Contractor to perform the Work for any reason, the Contractor will, at its sole cost and expense, replace that Equipment with substantially similar Equipment that will be available for use by the Contractor to perform the Work as directed by the City and in accordance with the Contract/Proposal and these Special Provisions. The Equipment will be clearly marked with the company name and /or logo and the phone number of the Contractor.
7. **Employees:** The Contractor will employ personnel with the training, skills, and experience, and will employ a sufficient number of such personnel, to complete the Work in accordance with the Contract/Proposal and these Special Provisions. Prior to the commencement of the Work, the Contractor will provide a list of all personnel who will perform the Work for the City under the Contract/Proposal. If any personnel will operate Equipment that requires the operator to have a Commercial Drivers' License, the Contractor will furnish to the City evidence acceptable to the City that such personnel have obtained all required licenses and approvals. If any personnel fails to perform the Work in a manner satisfactory to the City or in accordance with the Contract/Proposal and these Special Provisions, the Contractor will immediately upon notice from the City remove and replace such personnel. The Contractor shall have no claim for damages, for compensation in excess of the amount contained in the Schedule of Prices, or for a delay or extension of the Time to Complete Pass as a result of any such removal or replacement.
8. **Snow and Ice Procedures:** In addition to the requirements of the Contract/Proposal and these Special Conditions, the Contractor will perform and complete all Work in accordance with the Salt Institutes snow and ice control procedures.

9. **General Instructions:** Unless otherwise instructed by the City in writing, the Contractor will perform and complete all Work and Additional Work in accordance with the following instructions:

- A. The Contractor will not plow or pile snow into or cause snow to obstruct driveways, intersections, landscape islands with shrubbery, handicap parking stalls, or fire hydrants.
- B. All snow and ice must be removed from the entire surface of the sidewalk, providing a full and safe pathway for citizens when applicable, dependent on weather conditions.
- C. The Contractor will not pile snow at any location where piled snow would obstruct the ability of motor vehicle operators and pedestrians to see other motor vehicles and pedestrians approaching and within any intersection or driveway.
- D. Contractor shall not use equipment that could scratch, mar, scrape or damage any sidewalks. It is required that equipment for snow clearing be equipped with either a rubber /plastic /composite cutting edge on any brick or granite. Any damage to sidewalks from misuse of equipment, improper equipment or improper materials shall be repaired by the contractor.
- E. Only calcium magnesium acetate (CMA) or approved equal may be used on the brick paver /granite sidewalks in the downtown area.

10. **Mandatory Meetings:**

- a. **Pre-Operations Meeting:** Prior to commencing any Work, the Contractor will attend a Pre-Operations Meeting conducted at the Public Works Building, 1111 Joseph Schwab Rd., Des Plaines. The Director of Public Works & Engineering will set the date and time of the Pre-Operations Meeting after execution of the Contract/Proposal by both parties. The Contractor's designated full-time Superintendent must attend the Pre-Operations meeting. At the Pre-Operations Meeting, the following information must be submitted by the Contractor to City staff for their review and approval:
 - i. Superintendent 24-hour emergency phone number, field phone number, pager number and cellular telephone number.
 - ii. List of Subcontractors, including quantity and type of work to be sublet, their qualifications, references and certified copies of their sub contract agreement.
- b. **Winter Operations Meetings.** The Contractor will, upon request, meet with City staff during the winter season to discuss the performance of the Work. The Superintendent will attend all such meetings.

11. **Inspection:** Bidders are required to inspect the site and to have satisfied themselves as to the condition, the requirements of the location and the obstacles that may be encountered prior to the operation. Any deficiencies related to parkway or road damage must be noted and reviewed with the City.

12. **Annual Inspections:** Contractor and the City will jointly perform annual inspections of the Routes in October and May of each year to determine any damage to public and private property caused by Contractor's performance of the Work. In accordance with Section 1.C of the Contract/ Proposal, the Contractor shall be responsible for all damage to any City property and any other property, including without limitation parkway landscaping, curbing, pavement, signs, and mail boxes.

Exhibit C

AFTER STORM TRACKLESS SNOW REMOVAL LOCATIONS

1. Rand Rd Side Path
2. Alfini Sidewalk
3. Central Rd RR Tracks to Wolf
4. Wolf & Rand
5. Mt. Prospect Rd & Weller Creek
6. Golf Rd & Weller Creek
7. Miner & River
8. Wolf Rd Central to the Northwest Water Commission



AFTER STORM SIDEWALK SNOW REMOVAL

RAND - CENTRAL TO ELK (SOUTH SIDE)

EXHIBIT C #1





EXHIBIT C #2

AFTER STORM SIDEWALK SNOW REMOVAL

ALFINI SIDEWALK



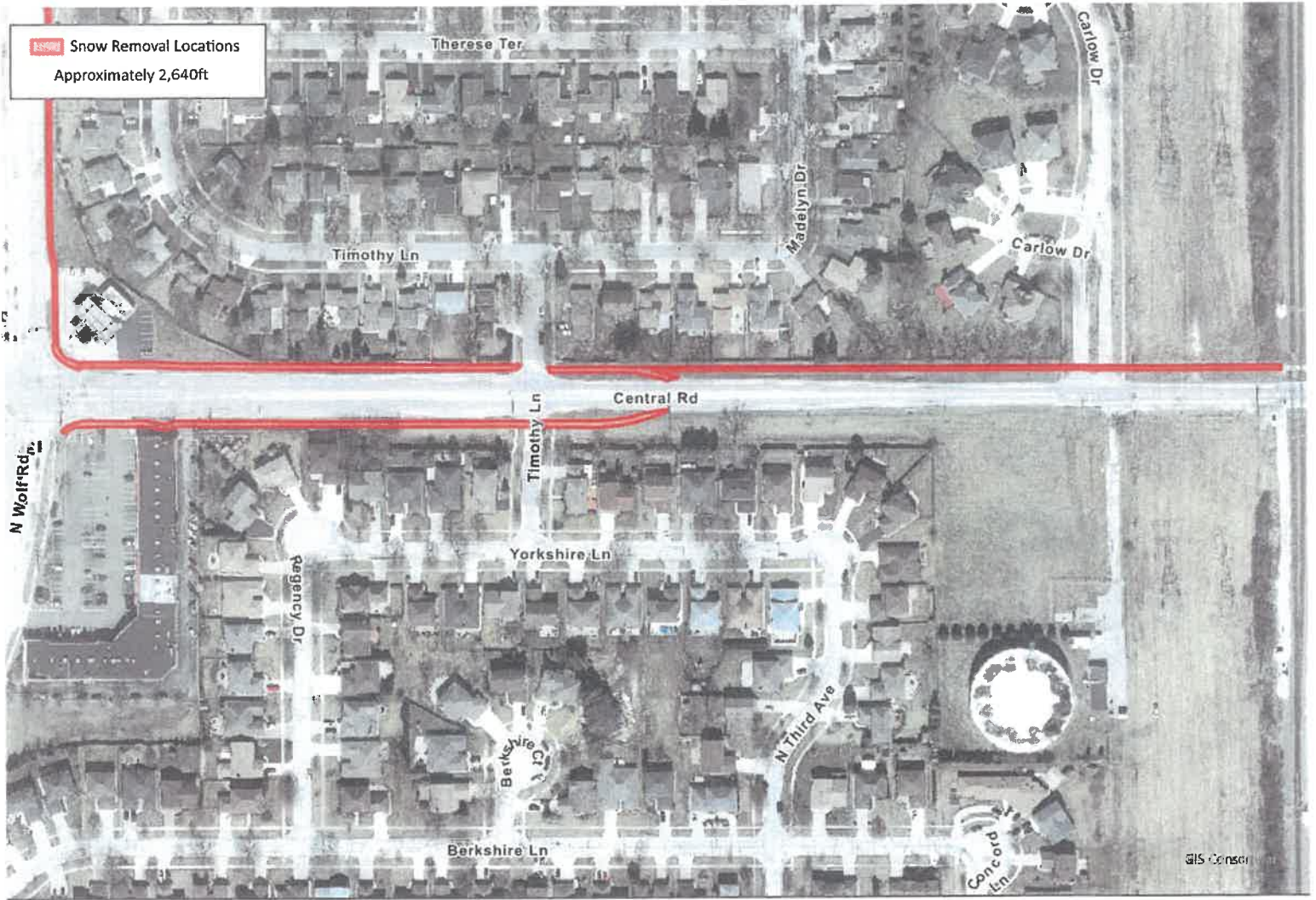


EXHIBIT C #3

AFTER STORM SIDEWALK SNOW REMOVAL

CENTRAL - WOLF TO RR



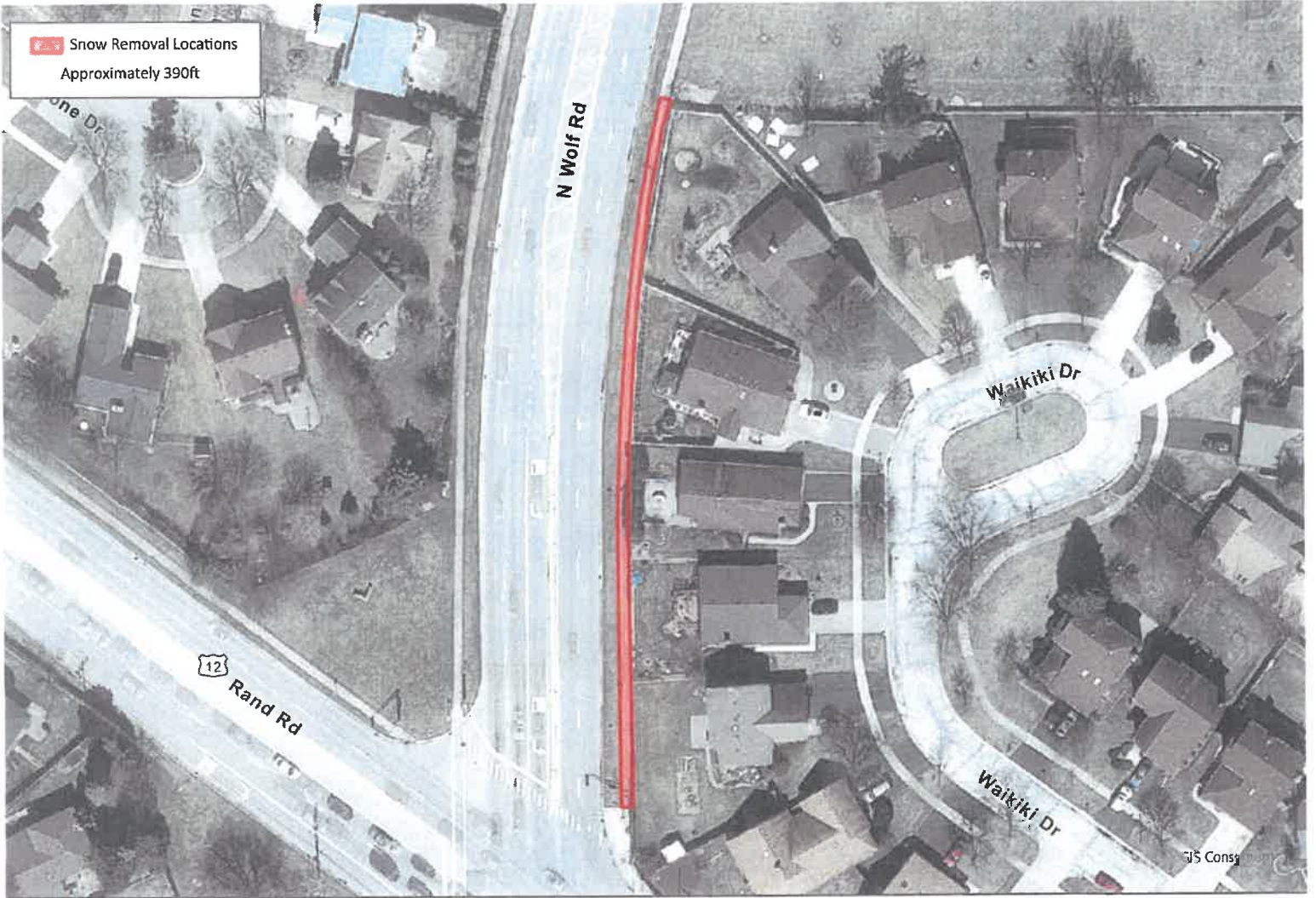


EXHIBIT C #4

AFTER STORM SIDEWALK SNOW REMOVAL

WOLF & RAND





EXHIBIT C #5

AFTER STORM SIDEWALK SNOW REMOVAL

MOUNT PROSPECT RD AND WELLER CREEK



 Snow Removal Locations
Approximately 176ft

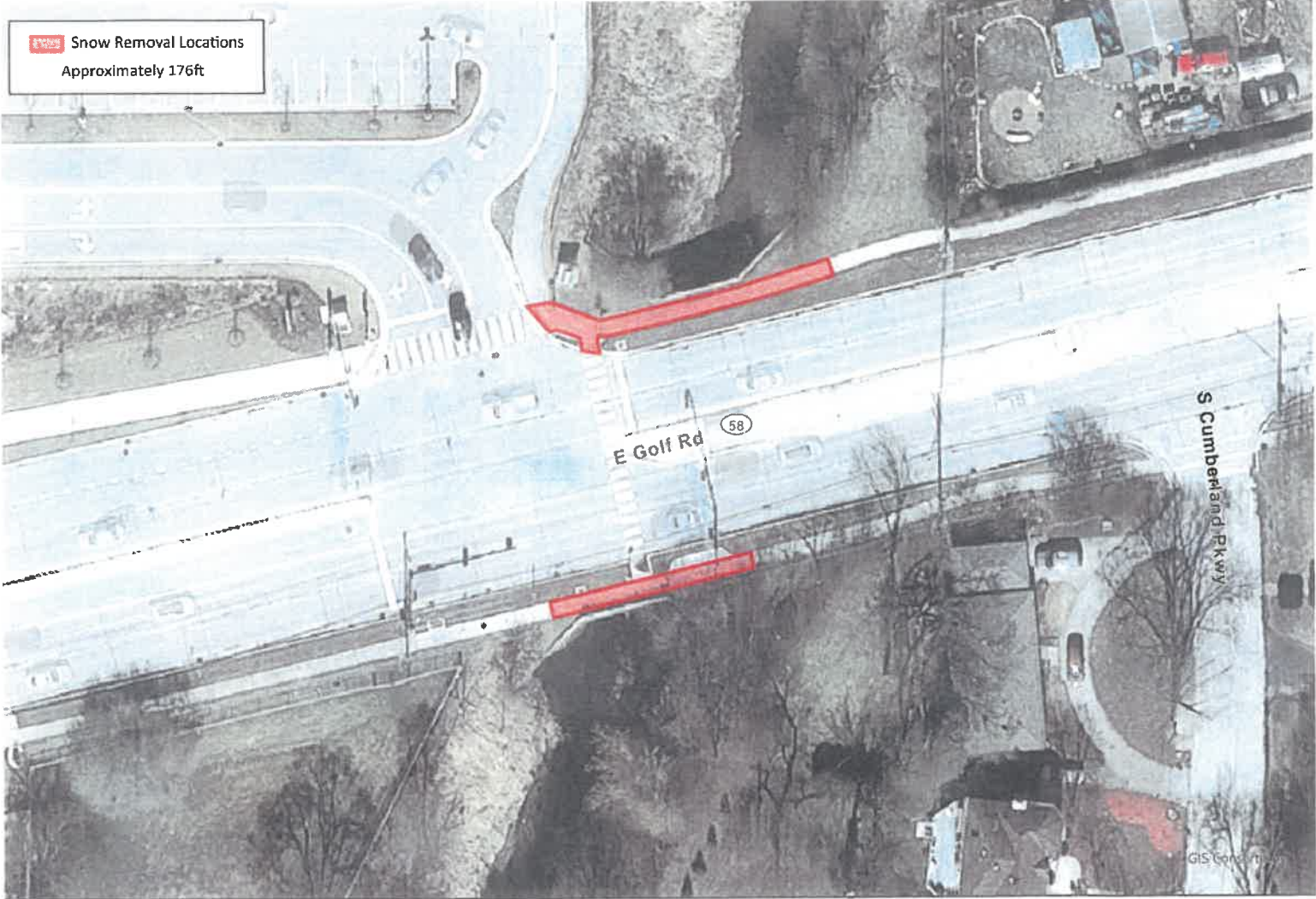
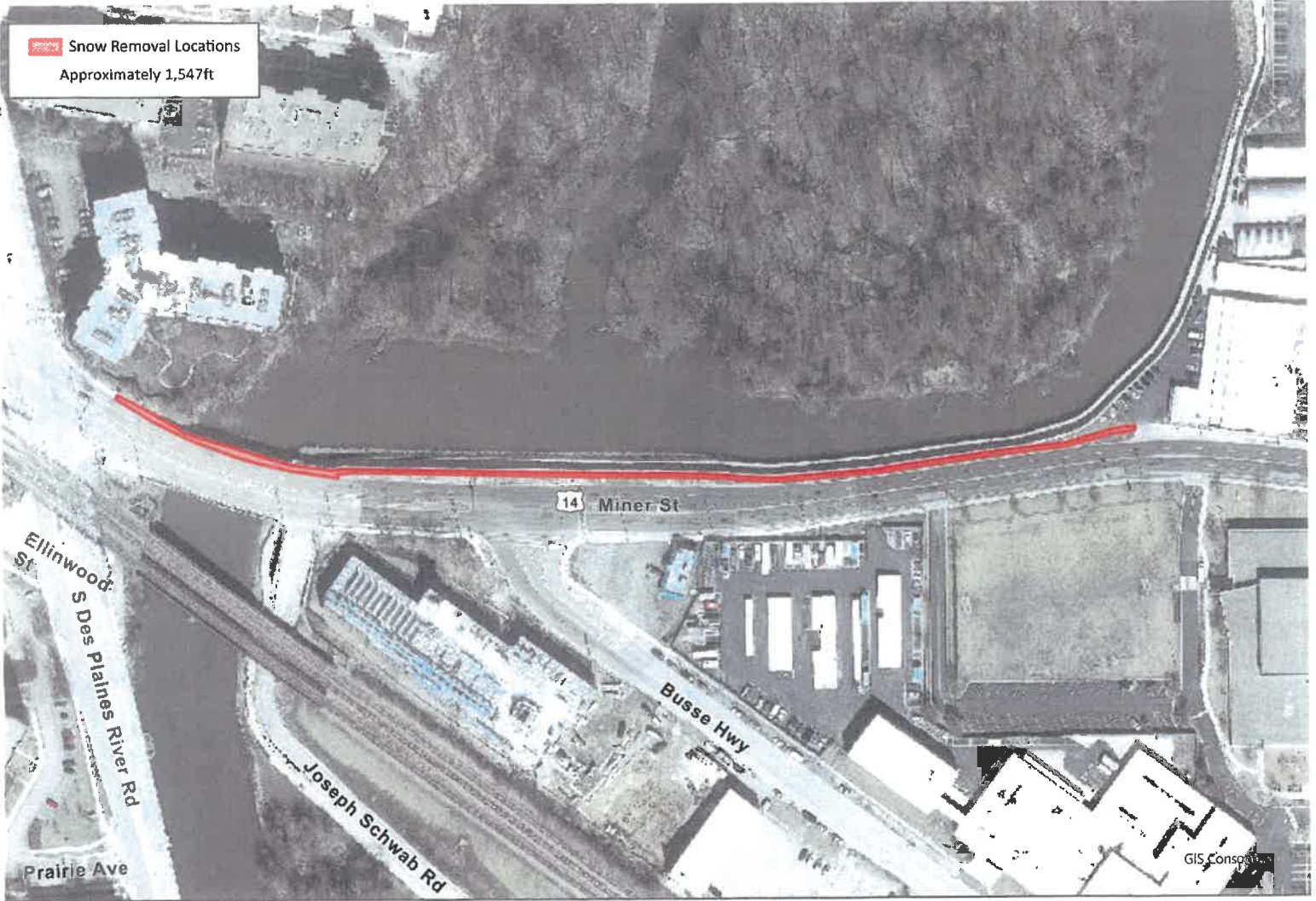


EXHIBIT C #6

AFTER STORM SIDEWALK SNOW REMOVAL

GOLF RD AND WELLER CREEK






AFTER STORM SIDEWALK SNOW REMOVAL

MINER & RIVER

EXHIBIT C #7



 Snow Removal Locations
Approximately 4,670ft



AFTER STORM SIDEWALK SNOW REMOVAL

EXHIBIT C #8

WOLF - CENTRAL TO NWC

Exhibit A



Exhibit D

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

[insert contractor name and address here:] _____

as Principal (hereinafter called the "Contractor") and

[insert surety name and address here:] _____

organized and existing under the laws of the State of _____ (hereinafter called the "Surety")

are held and firmly bound unto City of Des Plaines, 1420 Miner Street, Des Plaines, Illinois, as the obligee (hereinafter called the "Owner"), in the full and just sum of [insert full contract price here in numerals only:] \$ _____ for the payment of which sum of money well and truly to be made, the Contractor and the Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of the Contractor's failure to promptly and faithfully perform its contract with the Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of the Surety under this bond.

WHEREAS, the Contractor has entered into a written agreement dated _____, 20__, with the Owner titled [insert contract title here] (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of the Contractor under the contract, including but not limited to the Contractor's obligations under the Contract, (1) to provide, perform, and complete at the Work Site and in the manner specified in the 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 for [insert general description of the Work here:] _____; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise specifically provided in the Contract; (3) to procure and furnish all bonds, certificates, and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract, all of which is herein referred to as the "Work," whether or not any parts of the Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of the Owner or the Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished

facilities, equipment, material, service, or site; or in or to the mode or manner of payment therefor shall in any way release the Contractor and the Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of the Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by the Contractor or of the Owner's termination of the Contractor being hereby waived by the Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of the Surety under this bond in the event of the Contractor's default be greater than the obligations of the Contractor under the Contract in the absence of the Contractor default.

In the event of a default or defaults by the Contractor, the Owner shall have the right to take over and complete the Contract on 30 calendar days' written notice to the Surety, in which event the Surety shall pay the Owner all costs incurred by the Owner in taking over and completing the Contract.

At its option, the Owner may instead request that the Surety take over and complete the Contract, in which event the Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days after the date on which the Owner notifies the Surety that the Owner wants the Surety to take over and complete the Contract.

The Owner shall have no obligation to actually incur any expense or correct any deficient performance of the Contractor to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed on _____, 20_.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

By: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

By: _____

#23203960_v1

EXHIBIT E
SCHEDULE OF PRICES
BID FOR WORK ON ROUTES

	2023-24 SEASON
COST FOR SIDEWALK SNOW REMOVAL PER PASS-ROUTE #1	\$ 2,095
COST FOR SIDEWALK SNOW REMOVAL PER PASS-ROUTE #2	\$ 50
COST FOR SIDEWALK SNOW REMOVAL PER PASS-ROUTE #3	\$ 50
COST FOR SIDEWALK SNOW REMOVAL PER PASS-ROUTE #4	\$ 50
COST PER APPLICATION OF DEICING MATERIAL PER PASS-ROUTE #1	\$ 2,200
COST PER APPLICATION OF DEICING MATERIAL PER PASS-ROUTE #2	\$ 50
COST PER APPLICATION OF DEICING MATERIAL PER PASS-ROUTE #3	\$ 50
COST PER APPLICATION OF DEICING MATERIAL PER PASS-ROUTE #4	\$ 50

BID FOR WORK AT ADDITIONAL LOCATIONS

COST PER LABORER PER HOUR	\$ 85
COST PER 2 WHEEL MACHINE PER HOUR	\$ 85
COST PER 4 WHEEL MACHINE PER HOUR	\$ 165
COST PER POUND OF CMA APPLIED	\$ 4.00
COST PER POUND OF ROCK SALT APPLIED	\$.70

BID FOR WORK AT AFTER STORM LOCATIONS

	2023-24 SEASON
COST FOR SIDEWALK SNOW REMOVAL PER PASS RAND – CENTRAL to ELK (south side) #1	\$ 1,875
COST FOR SIDEWALK SNOW REMOVAL PER PASS ALFINI SIDEWALK #2	\$ 200
COST FOR SIDEWALK SNOW REMOVAL PER PASS CENTRAL – WOLF to RR #3	\$ 545
COST FOR SIDEWALK SNOW REMOVAL PER PASS WOLF and RAND #4	\$ 200
COST FOR SIDEWALK SNOW REMOVAL PER PASS MOUNT PROSPECT RD and WELLER CREEK #5	\$ 200
COST FOR SIDEWALK SNOW REMOVAL PER PASS GOLF RD and WELLER CREEK #6	\$ 200
COST FOR SIDEWALK SNOW REMOVAL PER PASS MINER and RIVER #7	\$ 200
COST FOR SIDEWALK SNOW REMOVAL PER PASS WOLF – CENTRAL to NWC #8	\$ 760
COST PER APPLICATION OF DEICING MATERIAL PER PASS RAND – CENTRAL to ELK (south side) #1	\$ 1,500
COST PER APPLICATION OF DEICING MATERIAL PER PASS ALFINI SIDEWALK #2	\$ 175
COST PER APPLICATION OF DEICING MATERIAL PER PASS CENTRAL – WOLF to RR #3	\$ 430

COST PER APPLICATION OF DEICING MATERIAL PER PASS WOLF and RAND #4	\$ 175
COST PER APPLICATION OF DEICING MATERIAL PER PASS MOUNT PROSPECT RD and WELLER CREEK #5	\$ 175
COST PER APPLICATION OF DEICING MATERIAL PER PASS GOLF RD and WELLER CREEK #6	\$ 175
COST PER APPLICATION OF DEICING MATERIAL PER PASS MINER and RIVER #7	\$ 175
COST PER APPLICATION OF DEICING MATERIAL PER PASS WOLF – CENTRAL to NWC #8	\$ 600

Yearly Percentage Increase

If approved percentage increase 2024/2025 3%

If approved percentage increase 2025/2026 0%

EXHIBIT F

SCHEDULE OF EQUIPMENT

Equipment Make	Equipment Model	Equipment Year	Attachments
Kubota	RTV- 1100	2022	Plow & Spreader
Kubota	RTV- 1100	2022	Plow & Spreader
Kubota	RTV - 1100	2022	Plow & Spreader
Toro	Groundmaster	2022	Broom & Spreader
Toro	Groundmaster	2022	Broom & Spreader
Holder	270 C	2020	Plow, Broom, Spreader
Ford	F-250	2021	Plow & Spreader
Ford	F-250	2021	Plow & Spreader
Ford	F-250	2021	Plow & Spreader
International	4300	2019	Spreader
International	4300	2019	Spreader
Hand Laborers	with shovels		Shovels / blowers

ADDENDUM NO. 1

CITY OF DES PLAINES
REQUEST FOR CONTRACT PROPOSALS AND CONTRACT
City of Des Plaines 2023/2024 Contractual Sidewalk Snow Removal

July 13, 2023

TO ALL PROPOSERS:

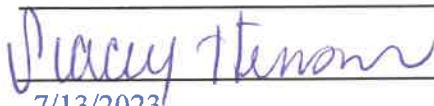
Attention of all Proposers is called to the following revision to the Request for Contract Proposals and Contract for City of Des Plaines 2023 Contractual Sidewalk Snow Removal Issued by the City of Des Plaines, Illinois ("Request").

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. **Contract pricing will be based on bid for work on routes. Please include after storm pricing, but this will be considered additional and low bid will be based on the main routes.**
- II. **Exhibit B Special Provisions – Correction on page 2 of section 1.d. ~~to bare pavement removed.~~ See attached**

**City of Des Plaines 2023/2024 Contractual Sidewalk Snow
Removal**

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

COMPANY NAME Snow Systems
SIGNATURE 
DATE 7/13/2023

1

ADDENDUM NO 1

[Deletions are struck through; **additions are bold and double-underlined.**]

2

ADDENDUM NO 1

[Deletions are struck through; **additions are bold and double-underlined.**]



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: August 10, 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: Award Bid - Tree Maintenance 2024-2026

Issue: The current Tree Maintenance contract expires on December 31, 2023. Two bids for this service were received on July 20, 2023.

Analysis: The bid specifications required the bidders to provide costs for tree pruning, tree removal, stump removal and restoration for different tree size classifications. Additionally, bidders were required to provide a cost for brush pick up and emergency work, which includes labor and equipment rates. This service contract will carry a three-year term.

The bid tabulation listed in Attachment 1 illustrates costs received for each component of the contract from each vendor. The tree maintenance bid analysis in Attachment 2 includes pricing received based upon estimated actuals per tree maintenance cycle, which were utilized for comparison purposes. Per the analysis, the table below illustrates estimated costs for the bids received:

	2024	2025	2026	3 Year Est. Total
Landscape Concepts	\$470,067.25	\$472,233.25	\$461,666.50	\$1,403,967.00
Homer Tree Care, Inc.	\$545,442.00	\$528,462.00	\$498,132.00	\$1,572,036.00

Landscape Concepts Management, Inc., submitted the lowest comparable bid for this three-year contract and is considered the lowest responsible bidder. Landscape Concepts has worked for the City for the past 6.75 years doing similar work with positive results.

Recommendation: We recommend award of the bid for Tree Maintenance 2024-2026 to Landscape Concepts Management, Inc., 31745 N. Alleghany Rd., Grayslake, IL 60030 per unit pricing submitted. This contract will be funded from the Streets Maintenance account for Tree Maintenance: 100-50-530-0000.6170 annual budgeted amounts.

Attachments:

- Attachment 1 – Cost per Component
- Resolution R-153-23
- Exhibit A – Landscape Concepts Management, Inc. Contract

CITY OF DES PLAINES

2024-2026 TREE MAINTENANCE BID TABULATION

TREE TRIMMING

SIZE CLASS	COMPANY	2024	2025	2026
3" TO 12" DBH	LandscapeConcepts	38.00	42.00	44.00
	Homer Tree Care, Inc.	55.00	55.00	55.00
13" TO 24" DBH	LandscapeConcepts	78.00	80.00	82.00
	Homer Tree Care, Inc.	80.00	80.00	80.00
25" TO 36" DBH	LandscapeConcepts	120.00	125.00	128.00
	Homer Tree Care, Inc.	120.00	120.00	120.00
37" TO 48" DBH	LandscapeConcepts	165.00	168.00	170.00
	Homer Tree Care, Inc.	135.00	135.00	135.00
49" AND OVER DBH	LandscapeConcepts	190.00	198.00	200.00
	Homer Tree Care, Inc.	145.00	145.00	145.00

EMERGENCY WORK (PER HOUR)

ITEM	COMPANY	2024	2025	2026
FOREMAN	LandscapeConcepts	80.00	80.00	85.00
	Homer Tree Care, Inc.	120.00	120.00	120.00
LABORER	LandscapeConcepts	60.00	60.00	65.00
	Homer Tree Care, Inc.	100.00	100.00	100.00
TRUCK	LandscapeConcepts	65.00	65.00	70.00
	Homer Tree Care, Inc.	25.00	25.00	25.00
CHIPPER	LandscapeConcepts	130.00	130.00	140.00
	Homer Tree Care, Inc.	75.00	75.00	75.00
AERIAL TRUCK	LandscapeConcepts	135.00	135.00	145.00
	Homer Tree Care, Inc.	150.00	150.00	150.00
LOADER	LandscapeConcepts	150.00	150.00	155.00
	Homer Tree Care, Inc.	200.00	200.00	200.00

TREE AND STUMP REMOVAL

SIZE CLASS	COMPANY	2024 TREE	2025 TREE	2026 TREE	2024 STUMP	2025 STUMP	2026 STUMP
15" TO 24" DBH	Landscape Concepts Homer Tree Care, Inc.	19.50 28.00	19.50 28.00	20.00 28.00	7.75 6.00	7.75 6.00	8.25 6.00
25" TO 31" DBH	Landscape Concepts Homer Tree Care, Inc.	25.75 30.00	25.75 30.00	27.00 30.00	8.75 6.00	8.75 6.00	9.75 6.00
31" TO 36" DBH	Landscape Concepts Homer Tree Care, Inc.	27.50 34.00	\$27.50 34.00	28.50 34.00	10.00 6.00	10.00 6.00	11.75 6.00
37" AND OVER DBH	Landscape Concepts Homer Tree Care, Inc.	30.25 38.00	30.25 38.00	31.25 38.00	12.00 6.00	12.00 6.00	13.50 6.00

BRUSH PICK UP (PER HOUR)

ITEM	COMPANY	2024	2025	2026
FOREMAN	Landscape Concepts Homer Tree Care, Inc.	65.00	65.00	68.00
		120.00	120.00	120.00
LABORER	Landscape Concepts Homer Tree Care, Inc.	58.00	58.00	60.00
		100.00	100.00	100.00
TRUCK	Landscape Concepts Homer Tree Care, Inc.	60.00	60.00	65.00
		25.00	25.00	25.00
CHIPPER	Landscape Concepts Homer Tree Care, Inc.	130.00	130.00	130.00
		75.00	75.00	75.00
AERIAL TRUCK	Landscape Concepts Homer Tree Care, Inc.	130.00	130.00	130.00
		150.00	150.00	150.00
LOADER	Landscape Concepts Homer Tree Care, Inc.	140.00	140.00	140.00
		200.00	200.00	200.00

CITY OF DES PLAINES

RESOLUTION R - 153 - 23

A RESOLUTION APPROVING AN AGREEMENT WITH LANDSCAPE CONCEPTS MANAGEMENT, INC. FOR THE PROCUREMENT OF TREE MAINTENANCE AND EMERGENCY TREE SERVICES.

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

WHEREAS, the City has appropriated funds in the Streets Maintenance Fund to procure tree maintenance services, including but not limited to, tree trimming, tree removal, and emergency services, ("*Work*") at the direction of the Department of Public Works and Engineering; and

WHEREAS, pursuant to Chapter 10 of Title 1 of the of the City of Des Plaines City Code and the City purchasing policy, City staff solicited bids for the procurement of the Work for a three year term ("*Term*"); and

WHEREAS, the City received two bids, which were opened on July 20, 2023; and

WHEREAS, Landscape Concepts Management, Inc. ("*Contractor*") submitted the lowest responsible bid in the total estimated amount of \$1,403,967.00 for the Term; and

WHEREAS, the City desires to enter into an agreement with Contractor for the performance of Work pursuant to the Program in the not-to-exceed amount of: (i) \$470,067.25 for Work scheduled in 2024; (ii) \$472,233.25 for Work scheduled in 2025; and (iii) \$461,666.50 for Work scheduled in 2026; all subject to the appropriation of sufficient funds for the Work by the City Council in future fiscal years ("*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

DP-Resolution Approving Bid Award to Landscape Concepts Management Inc. for Tree Maintenance 2023-2024

CITY OF DES PLAINES

CONTRACT FOR

Tree Maintenance 2024-2026

Full Name of Bidder LANDSCAPE CONCEPTS MANAGEMENT INC ("Bidder")
Principal Office Address 31711 N Alleghany Rd Grayslake IL 60030
Local Office Address
Contact Person Juan Gonzalez
Telephone Number 847-2233800

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

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 specifications attached hereto as Attachment A 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.

- 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 Tree Maintenance 2024-2026 within the City of Des Plaines (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

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 tree maintenance See Attachment A (Bid Page; Schedule of Prices).

Three Year Extended Total Estimated Quantities Pricing:

\$ 1,403,967.00

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

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

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

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

3. Contract Time

A. If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract by January 1,

2024 (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work for the following three-year term:

- Year 1- January 1, 2024 through December 31, 2024
- Year 2- January 1, 2025 through December 31, 2025
- Year 3- January 1, 2026 through December 31, 2026

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 three (3) 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.

B. Termination. If this Contract is accepted, the Owner may terminate this Contract for any reason by providing 15-days written notice to Bidder. If the Owner terminates this Contract pursuant to this Section 3.B, the City shall pay Bidder for all Services actually performed by Bidder prior to termination.

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 \$400,000 within 10 days after Owner's acceptance of this Contract.

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

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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

C. Prevailing Wage Act. If this Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). 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 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-66-11, including, without limitation, that Bidder and all of Bidder's subcontractors have an active apprenticeship and training program approved and registered with the United States Department Labor Bureau of Apprenticeship and Training for each of the trades that will perform Work under this Contract.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

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

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

- Bidder has carefully examined and read the ITB and all related documents in their entirety.
- The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- Bidders has provided a list of 5 municipal client references and equipment listing.
- Bidder has fully completed the entire Contract form, including the Schedule of Prices and Estimated Quantities 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. N/A [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: () ID60398283 _____ Corporation(n) _____ Partnership () Individual Proprietor
(State) (State)

Bidder's Name: _____Landscape Concepts Management Inc _____

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent:  Date: 07.17.23

(corporate seal) Printed Name: Justin Cooke
(if corporation)

Title/Position: Vice President of Operations

Bidder's Business Address: 31711 N Alleghany Rd Grayslake IL 60030

Bidder's Business Telephone: 847-2233800 Facsimile: _____

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

NAME	TITLE	ADDRESS
Brian Stanley	President	31711 N Alleghany Rd Grayslake IL 60030
Edward Schatz	CEO	95 Ocean Shore blv Ormond Beach FL 32176
Peter Welch	Treasurer	6194 Half Moon Dr Port Orange FL 32127

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

[insert contractor name and address here:] Landscape Concepts Management Inc

as Principal (hereinafter called the “Contractor”) and

[insert surety name and address here:] 31711 N Alleghany Rd Grayslake Il 60030

, organized and existing under the laws of the State of Illinois (hereinafter called the “Surety”)

are held and firmly bound unto City of Des Plaines, 1420 Miner Street, Des Plaines, Illinois, as the obligee (hereinafter called the “Owner”), in the full and just sum of *[insert full contract price here in numerals only:]* \$ 1,403,967.00 for the payment of which sum of money well and truly to be made, the Contractor and the Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys’ fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of the Contractor’s failure to promptly and faithfully perform its contract with the Owner, said contract being more fully described below, and to include attorneys’ fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of the Surety under this bond.

WHEREAS, the Contractor has entered into a written agreement dated July 17, 2023, with the Owner titled *[insert contract title here]* (the “Contract”), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of the Contractor under the contract, including but not limited to the Contractor’s obligations under the Contract, (1) to provide, perform, and complete at the Work Site and in the manner specified in the 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 for *[insert general description of the Work here:]* Tree Maintenance 2024-2026; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise specifically provided in the Contract; (3) to procure and furnish all bonds, certificates, and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract, all of which is herein referred to as the “Work,” whether or not any parts of the Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of the Owner or the Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service, or site; or in or to the mode or manner of payment therefor shall in any way release the Contractor and the Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of the Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by the Contractor or of the Owner’s termination of the Contractor being hereby waived by the Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of the Surety under this bond in the event of the Contractor's default be greater than the obligations of the Contractor under the Contract in the absence of the Contractor default.

In the event of a default or defaults by the Contractor, the Owner shall have the right to take over and complete the Contract on 30 calendar days' written notice to the Surety, in which event the Surety shall pay the Owner all costs incurred by the Owner in taking over and completing the Contract.

At its option, the Owner may instead request that the Surety take over and complete the Contract, in which event the Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days after the date on which the Owner notifies the Surety that the Owner wants the Surety to take over and complete the Contract.

The Owner shall have no obligation to actually incur any expense or correct any deficient performance of the Contractor to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed on July 17th, 2023.



Attest/Witness: _____

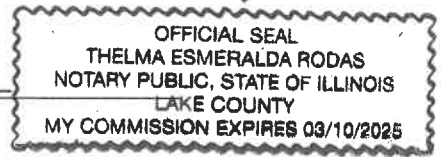
CONTRACTOR

By: _____

By: 

Title: _____

By: Justin Cooke



Attest/Witness: _____

SURETY

By: _____

By: _____

Title: _____

By: _____

#23203960_v1

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 Bartholomew

Title: City Manager

#12787998_v1

Attachment A

2024-2026 TREE MAINTENANCE BID SPECIFICATIONS

General Instructions to Bidders and Conditions of Contract

1. Location

The trimming and removal of debris and other work covered by this contract will be limited to trees in public parkways and other City property within the boundaries of Des Plaines.

2. Crews

A tree trimming crew shall consist of not less than four (4) crew members, including an ISA Certified Arborist, with the required equipment to perform tree-trimming operations satisfactorily.

3. Trimming Standards

The reason for pruning to be performed on this contract include the following: reducing hazards, maintaining or improving tree health and structure, improving aesthetics, removing diseased, dead, dying, decayed, interfering or obstructing branches, and training young trees. The contractor shall be familiar with, and all pruning will be done in accordance with the latest version of the American National Standard for tree pruning: ANSI A-300. Moreover, this work shall be completed within the following specifications:

A. Crown Cleaning shall include the removal of dead, dying, diseased, crowned, splitting, weakly attached, low-vigor branches, and water sprouts from a tree's crown.

Remove the above described branches and all stubs greater than 1/2" in diameter from the trees less than 24". Remove the above described branches and all stubs greater than 1" from trees 24" in diameter and over. Remove all suckers or water sprout growth on the main trunk, including the base of the tree, from ground level up to the lowest crotch. Remove one of two or more crossed and/or rubbing branches greater than 1/2" in diameter from trees in size classes less than 24" where practicable. Remove the above described branches greater than one inch in diameter from all other trees.

B. Crown Raising is the removal of lower branches in order to provide clearance. Raise all lower branches and hanging branches to a minimum height of sixteen feet (16') over public roadways and twelve feet (12') over public walks where practicable. Balance tree evenly. Where practicable, remove lower branches from trees that are over 12' tall so that the lowest crotch is at least 6' above the ground. In some cases a tree extends over the street and sidewalk, but its overall height is too small to allow 14' entirely around the tree. In such cases the necessary clearances may be achieved by using thinning cuts to remove downward growing laterals from the street side to completely clear the roadway up to 16', and by raising the tree over the sidewalk to 12'. In these cases the tree may be left unbalanced. In addition, limbs hanging over the roof of a house or other smaller trees shall be removed.

- C. **Crown Reduction** reduces the height or spread of a tree. The branches 8' or closer to a building or other manmade structure shall be pruned to achieve at least 8' of clearance. Remove the entire branch if practical, otherwise perform crown reduction pruning by cutting the branch back to a lateral at least 1/3 its size.
- D. **Young Tree Pruning.** In addition to the above specifications, the following shall apply to all trees in size class A: A single, straight trunk or central leader shall be maintained for most trees. The development of a good structurally sound scaffold branch system should be maintained by selective thinning of branches and/or removing dead, interfering, split, and broken branches. Particular attention should be paid to removing branches or branch crotches that cross or have included bark. Branches should have an even distribution of foliage along their lengths in order to increase trunk taper and a more uniformly distributed branch weight and wind stress along the trunk. Dependent upon expected mature tree size, permanent branches should be spaced, where possible, 12-18" apart vertically, while trying to maintain an even radial distribution.
- E. **Pruning Cuts.** A thinning cut should be the preferred type of cut to make. Heading cuts should rarely be used. When removing a leader or length of a branch, the angle of the cut should bisect the angle between the branch bark ridge and an imaginary line perpendicular to the leader being removed. When removing a dead branch, the final cut shall be made just outside the collar of live tissue. If the collar has grown out along the branch stub, only the dead stub should be removed. The live collar shall remain intact and uninjured. Lower down all branches where damage could be incurred by gouging of a sodded area and/or damage to public sidewalks. Wound paint should not be used.
- F. **Girdling Roots.** Visible girdling roots shall be removed to the extent possible. The roots shall be cut at both ends and shall be removed in their entirety without injury to the bark or parent stem. The cost of removing girdling roots shall be included in the cost of tree pruning.
- G. **Utility Companies.** It shall be the responsibility of the CONTRACTOR to make special arrangements as needed with utility companies to provide clearance around their aerial facilities. All pruning shall be done in a manner so as not to endanger the aerial facilities or persons working on this project.

When the trimming of a tree has been completed, the area beneath the tree shall be raked and the trimming debris shall be removed from the area by the end of the work day. Care shall also be taken not to damage other trees, shrubs, lawns or leave brush in the roadway during the tree trimming operations. Any damage will be reported to the Public Works Department and will be repaired by the contractor at their expense within 10 days.

Payment for this item will be on a per tree basis in five (5) classes as **per item #6 – Compensation**, and will include the costs of removing and disposing of debris. Measurements will be taken as per **Item #5 – measurement**.

A chipper machine may be used in disposing of trimming debris.

Under no circumstances, shall any person working trimming trees, be permitted to wear or use spurs or climbing irons.

4. Definition of Trimming Terms

In order to eliminate confusion or uncertainty in the use of certain terms relating to the trimming of parkway trees, the following terms will be used as defined below:

a. Interfering Branches

Branches which are growing in contact with man-made structures and, therefore, threatening to or actually damaging them.

b. Obstructing Branches

Branches which are growing in such a manner that they obstruct the view of traffic control devices or reduce the area of illumination of streetlights.

c. Objectionable Branches

Branches which are growing in such a manner that they are undesirable if the natural form and shape of a tree is to be achieved.

d. Crossing or Rubbing Branches

Two (2) or more branches which are growing in contact with each other and are injured and/or weakened by that contact.

e. Sucker Growth

The bushy and undesirable growth of small shoot on the trunk of a tree or on major limbs in very close proximity to the trunk.

5. Measurement

Measurements will be made to the nearest tenth of an inch rounding off to the nearest whole diameter inch. Example: a measurement of 13.4 would be recorded as 13 inch DBH (Diameter at Breast Height), and a measurement of 13.5 would be recorded as 14 inch DBH. No trees under 3" shall be trimmed. Vendor will be responsible for recording photographic measurements of trees maintained including service date which will be included with invoicing (invoices and photos can be sent electronically).

6. Compensation

Compensation for tree trimming shall be calculated on a per tree basis using daily or weekly report totals that will be reviewed and approved by the Director of Public works or his designee. Contractor shall furnish at no additional cost all necessary power saws, ropes, ladders, trucks and any other tools or equipment to do the work in the manner prescribed.

Diameter Inch Size:

- 3" up to and including 12" (DBH)
- 13" up to and including 24" (DBH)
- 25" up to and including 36" (DBH)
- 37" up to and including 48" (DBH)
- 49" and over (DBH)

7. Emergency Work

The successful bidder shall make available emergency crews and equipment on a 24-hour basis subject to immediate call by the City of Des Plaines, in the event of tree damage due to wind, sleet, storm, or any other reason. Response time will be within two hours of the call from City of Des Plaines official—hourly rate begins at the time crews arrive on site. Bidders are requested to specify hourly rates for such services as set forth in the bid form.

8. Removal of Debris

All debris from tree trimming shall be removed from the site and from the City of Des Plaines immediately after trimming. Payment for removal of debris and furnishing of dump is to be included in the unit prices for trimming. No additional compensation shall be paid.

9. Safety

During tree trimming, the Contractor will have the responsibility of blocking the entire street at each intersection and sidewalks in work zones using proper MUTCD signs and barricades to prevent any motorized vehicle or pedestrian foot traffic from entering, with the exception of State or County highways which will not be completely blocked off. Prior to working on any street, the Contractor shall have the responsibility of notifying the Des Plaines Police and Fire Departments.

If the entire street is not properly barricaded when performing tree-trimming operations, the City of Des Plaines will stop work until the proper street barricading is accomplished.

The Contractor shall also be required to contact the appropriate State or County agency when engaged in removal work on their rights-of-way.

10. Reporting

The successful bidder shall keep daily records and submit weekly copies along with invoices, and any other reports as may be deemed necessary to fulfill the terms and provisions of the contract.

11. Public Relations

The successful bidder shall endeavor at all times to maintain good public relations with City residents and City employees.

12. Payment

The City of Des Plaines shall make payment provided the work is approved by the City, within forty-five (45) days after receipt of approved invoices. Invoices shall be generated at minimum monthly. Bidders are advised that a minimum annual budget request of up to \$400,000.00 will be available for work under this contract.

13. Bid Security

Each proposal shall be accompanied by a certified check or bid bond payable to the City of Des Plaines in the amount of \$15,000.00 as a guarantee that the successful bidder will, within ten (10) days after being awarded the contract, will execute an agreement and file bonds and insurance as required by contract documents.

FORFEITURE CLAUSE

If the rate at which the work is performed is not, in the judgment of the Director of Public Works or his designee, such as to insure its progress and completion in the time and manner herein specified, or if, at any time, the Contractor refuses or neglects to prosecute the work with the force sufficient for its completion within the specified time, or if in any event the Contractor fails to proceed with the work in accordance with the requirements and conditions of the Specifications, the City shall have full right and authority after giving ten (10) days written notice to the Contractor of its intention to do so, to take the work out of the hands of the Contractor and/or relet the same to other Contractors.

TREE REMOVAL STANDARDS

Trees to be removed will consist of those designated by the Public Works Director or his designee, which are located on publicly-owned parkways in Des Plaines.

Trees to be removed will be marked by City personnel with a fluorescent orange dot. The Public Works Director or his designee will assign addresses to the Contractor. As a general rule, assigned trees must be removed within 20 days of their assignment.

Removal shall consist of cutting down each identified tree in a safe manner so as not to unnecessarily endanger life,

limb or property. Any damage will be reported to the Public Works Department and will be repaired by the contractor at their expense within 10 days.

The bid price is to include removal of the tree to ground level, stump grinding, hauling away all debris to an approved disposal site, and a thorough cleanup of the work site including raking and sweeping. No logs will be allowed to remain in Des Plaines.

Stumps shall not be left higher than three (3) inches above ground level.

Ropes shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.

Trees marked for removal that extend through power and/or telephone wires may require topping. It will be the contractor's responsibility to notify the responsible utility company and make arrangements with this utility company for the topping of these trees so that the final removal of these trees will not be delayed.

OTHER REQUIREMENTS

Safety

During tree removals the Contractor will have the responsibility of blocking the entire street at each intersection using proper signs and barricades to prevent any motorized vehicle from entering, with the exception of State or County highways which will not be completely blocked off. Prior to working on any street, the Contractor shall have the responsibility of notifying the Des Plaines Police and Fire Departments.

If the entire street is not properly barricaded when performing tree removal operations, the City of Des Plaines will stop work until the proper street barricading is accomplished.

The Contractor shall also be required to contact the appropriate State or County agency when engaged in removal work on their rights-of-way.

Debris Removal

The Contractor shall arrange to keep sidewalks open for traffic when possible.

All debris from tree removal operations shall be removed from the site and from the City of Des Plaines the same day it is placed. No debris is to remain in the street or on the sidewalk overnight. Under no circumstances will debris be left on the parkway over the weekend (Saturday or Sunday). Payment for removal and disposal of debris is to be included in the unit prices for tree removal.

The Contractor shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the streets a maximum amount of time.

Accident Prevention

The Contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed.

Any practice obviously hazardous in the opinion of the Director of Public Works or authorized representative shall

be immediately discontinued by the Contractor upon receipt of instructions from the Director of Public Works or authorized representative to discontinue such practice.

The Contractor shall abide by all EPA and OSHA safety standards and regulations.

Contractor's Representative

The Contractor shall have at all times an ISA Certified Arborist on the job who shall have full authority to act for the Contractor and to receive and execute orders from the Director of Public Works or appointed representative, and any instructions given to such superintendent or person executing work for the Contractor shall be binding on the Contractor as though given to him personally. The Contractor shall endeavor at all times to maintain good public relations.

EQUIPMENT

Under no circumstances shall any motorized equipment be permitted to be driven on the parkways, driveways, or public walks without proper protection and notification to the Public Works Department while performing work under the provisions of this contract, with the exception of the stump removal machine or as authorized by the Director of Public Works or authorized representative. Any damage will be reported to the Public Works Department and will be repaired by the contractor at their expense within 10 days.

Storage of equipment, logs, wood chips, and any other contractor materials at the Public Works facility is not allowed unless prior approval is received from the Director of Public Works or appointed representative.

PAYMENT FOR SERVICES

Billings for services will be accepted on a monthly basis for all work performed under this contract.

Payment for tree removals will be made on a unit price per size class basis. (Price for removal of each tree will be determined by the diameter at breast height (d.b.h.) of the tree for the particular size class in which the tree falls.) Payment for stump removal will be withheld at the rate of 25% of class bid price per tree until stump is removed.

For payment purposes, diameters of trees removed shall be measured with a standard diameter tape at 4½ feet from the ground. In the case of multi-stemmed trees whose crotch is 4½ feet from the ground or lower, measurements will be taken one foot below the crotch. Measurement will be rounded to the nearest whole inch, higher or lower, based on ½ inch increments.

No allowance shall be made for trees that have a crown ratio larger than that of any average tree of same species for that diameter class or for trees that present a particular problem in removing.

Payment on any given bill may be withheld by the City for work not completed according to prescribed Specifications. In this event Contractor must correct deficiencies at his own expense before any further payments will be made.

STUMP REMOVAL

It will be required that all stumps shall be removed within 20 days of assignment. Stump removal is to include grinding out the stump and surface roots to a minimum of 10 inches below ground level; removing any root flares at ground height; removing all chips from the stump hole, lawns, sidewalks and streets; and furnishing premium black

shall, at its option, determine that the bidder has abandoned this contract and thereupon this proposal and acceptance thereof shall be null and void and the forfeiture of security accompanying this proposal shall operate and the same shall be the property of the City of Des Plaines as liquidated damages.

TREE MAINTENANCE SCHEDULE of PRICES

Tree Trimming

SIZE CLASS	2024	2025	2026
3" to 12" DBH	\$38.00	\$42.00	\$44.00
13" to 24" DBH	\$78.00	\$80.00	\$82.00
25" to 36" DBH	\$120.00	\$125.00	\$128.00
37" to 48" DBH	\$165.00	\$168.00	\$170.00
49" and over DBH	\$190.00	\$198.00	\$200.00

Tree Removal

Unit Price Per Inch For Each Class

SIZE CLASS	2024	2025	2026
15" to 24" DBH	\$19.50	\$19.50	\$20.00
25" to 31" DBH	\$25.75	\$25.75	\$27.00
31" to 36" DBH	\$27.50	\$27.50	\$28.50
37" and over DBH	\$30.25	\$30.25	\$31.25

Stump Removal and Restoration

Unit Price Per Inch For Each Class

SIZE CLASS	2024	2025	2026
15" to 24" DBH	\$7.75	\$7.75	\$8.25
25" to 31" DBH	\$8.75	\$8.75	\$9.75
31" to 36" DBH	\$10.00	\$10.00	\$11.75
37" and over DBH	\$12.00	\$12.00	\$13.50

Emergency Work (per hour)

ITEM	2024	2025	2026
Foreman	\$80.00	\$80.00	\$85.00
Laborer	\$60.00	\$60.00	\$65.00
Pick-Up Truck	\$65.00	\$65.00	\$70.00
Chipper w/truck	\$130.00	\$130.00	\$140.00
Aerial Truck	\$135.00	\$135.00	\$145.00
Loader	\$150.00	\$150.00	\$155.00

Brush Pick Up (per hour)

ITEM	2024	2025	2026
Foreman	\$65.00	\$65.00	\$68.00
Laborer	\$58.00	\$58.00	\$60.00
Pick-Up Truck	\$60.00	\$60.00	\$65.00
Chipper w/truck	\$130.00	\$130.00	\$130.00
Aerial Truck	\$130.00	\$130.00	\$130.00
Loader	\$140.00	\$140.00	\$140.00

Estimated Quantities

2024

Item	Estimated Quantity	Unit Cost	Extended Total Cost
A. Tree Pruning	-----	-----	-----
3"-12"	1831	\$38.00	\$69,578.00
13"-24"	1433	\$78.00	\$111,774.00
25"-36"	794	\$120.00	\$95,280.00
37"-48"	69	\$160.00	\$11,040.00
49" & Over	10	\$190.00	\$1,900.00
		Tree Pruning Extended Total	\$289,572.00
B. Tree Removal	-----	-----	-----
15"-24" (use 20")	115	\$19.50	\$2,242.50
25"-31" (use 28")	87	\$25.75	\$2,240.25
31"-36" (use 34")	16	\$27.50	\$440.00
37" & Over (use 40")	10	\$30.25	\$302.50
		Tree Removal Extended Total	\$5,225.25
C. Stump Removal	-----	-----	-----
15"-24" (use 20")	140	\$7.75	\$1,085.00
25"-31" (use 28")	92	\$8.75	\$805.00
31"-36" (use 34")	16	\$10.00	\$160.00
37" & Over (use 40")	10	\$12.00	\$120.00

		Stump Removal Extended Total	\$2,170.00
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Item	Estimated Quantity	Unit Cost	Extended Total Cost
D. Emergency Work (price per hour)	-----	-----	-----
Labor	40	\$60.00	\$2,400.00
Pick-up Truck	40	\$65.00	\$2,600.00
Chipper	40	\$130.00	\$5,200.00
Aerial Truck	40	\$135.00	\$5,400.00
Log Loader	40	\$150.00	\$6,000.00
		Emergency Work Extended Total	\$21,600.00
Item	Estimated Quantity	Unit Cost	Extended Total Cost
E. Brush Pick-up	-----	-----	-----
May	see standards	see standards	\$30,300.00
June	see standards	see standards	\$30,300.00
July	see standards	see standards	\$30,300.00
August	see standards	see standards	\$30,300.00
September	see standards	see standards	\$30,300.00
		Brush Pick-Up Extended Total	\$151,500.00

**These figures will be used only to compare the bids and in no way represent a guaranteed minimum.

Year 1 Total \$470,067.25

2025

Item	Estimated Quantity	Unit Cost	Extended Total Cost
Tree Pruning	-----	-----	-----
3"-12"	1524	\$42.00	\$64,008.00
13"-24"	1379	\$80.00	\$110,320.00
25"-36"	808	\$125.00	\$101,000.00
37"-48"	90	\$165.00	\$14,850.00
49" & Over	8	\$195.00	\$1,560.00
		Tree Pruning Extended Total	\$291,738.00
Tree Removal	-----	-----	-----
15"-24" (use 20")	115	\$19.50	\$2,242.50
25"-31" (use 28")	87	\$25.75	\$2,240.25
31"-36" (use 34")	16	\$27.50	\$440.00
37" & Over (use 40")	10	\$30.25	\$302.50
		Tree Removal Extended Total	\$5,225.25
Stump Removal	-----	-----	-----
15"-24" (use 20")	140	\$7.75	\$1,085.00
25"-31" (use 28")	92	\$8.75	\$805.00
31"-36" (use 34")	16	\$10.00	\$160.00
37" & Over (use 40")	10	\$12.00	\$120.00
		Stump Removal Extended Total	\$2,170.00

Item	Estimated Quantity	Unit Cost	Extended Total Cost
Emergency Work (price per hour)	-----	-----	-----
Labor	40	\$60.00	\$2,400.00
Pick-up Truck	40	\$65.00	\$2,600.00
Chipper	40	\$130.00	5,200.00
Aerial Truck	40	\$135.00	5,400.00
Log Loader	40	\$150.00	6,000.00
Item	Estimated Quantity	Unit Cost	Extended Total Cost \$21,600.00
Brush Pick-up	-----	-----	-----
May	see standards	see standards	\$30,300.00
June	see standards	see standards	\$30,300.00
July	see standards	see standards	\$30,300.00
August	see standards	see standards	\$30,300.00
September	see standards	see standards	\$30,300.00
		Brush Pick-Up Extended Total	\$151,500.00

**These figures will be used only to compare the bids and in no way represent a guaranteed minimum.

Year 2 Total \$472,233.25

2026

Item	Estimated Quantity	Unit Cost	Extended Total Cost
Tree Pruning	-----	-----	-----
3"-12"	1145	\$44.00	\$50,380.00
13"-24"	1216	\$82.00	\$99,712.00
25"-36"	839	\$128.00	\$107,392.00
37"-48"	92	\$170.00	\$15,640.00
49" & Over	5	\$200.00	\$1,000.00
		Tree Pruning Extended Total	\$275,124.00
Tree Removal	-----	-----	-----
15"-24" (use 20")	115	\$20.00	\$2,300.00
25"-31" (use 28")	87	\$27.00	\$2,349.00
31"-36" (use 34")	16	\$28.50	\$456.00
37" & Over (use 40")	10	\$31.25	\$312.50
		Tree Removal Extended Total	\$5,417.50
Stump Removal	-----	-----	-----
15"-24" (use 20")	140	\$8.25	\$1,155.00
25"-31" (use 28")	92	\$9.75	\$897.00
31"-36" (use 34")	16	\$11.75	\$188.00
37" & Over (use 40")	10	\$13.50	\$135.00
		Stump Removal Extended Total	\$2,375.00

Item	Estimated Quantity	Unit Cost	Extended Total Cost
Emergency Work (price per hour)	-----	-----	-----
Labor	40	\$65.00	\$2,600.00
Pick-up Truck	40	\$70.00	\$2,800.00
Chipper	40	\$140.00	\$5,600.00
Aerial Truck	40	\$145.00	\$5,800.00
Log Loader	40	\$155.00	\$6,200.00
Item	Estimated Quantity	Unit Cost	Extended Total Cost \$23,000.00
Brush Pick-up	-----	-----	-----
May	see standards	see standards	\$31,150.00
June	see standards	see standards	\$31,150.00
July	see standards	see standards	\$31,150.00
August	see standards	see standards	\$31,150.00
September	see standards	see standards	\$31,150.00
		Brush Pick-Up Extended Total	\$155,750.00

**These figures will be used only to compare the bids and in no way represent a guaranteed minimum.

Year 3 Total \$461,666.50

Three Year Extended Total Estimated Quantities Pricing: \$1,403,967.00



CITY MANAGER'S OFFICE

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5488
desplaines.org

MEMORANDUM

Date: August 14, 2023
To: Mayor Goczkowski and Aldermen of the City Council
From: Michael G. Bartholomew, City Manager *MB*
Subject: Voluntary Separation Agreement

Please see attached Voluntary Separation Agreement that I recommend for your approval.

Attachments:
Resolution R-156-23
Exhibit A

CITY OF DES PLAINES

RESOLUTION R - 156 - 23

A RESOLUTION APPROVING A VOLUNTARY SEPARATION AGREEMENT.

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

WHEREAS, Arthur Jon Duddles ("**Employee**") desires to resign his employment with, and release any and all claims against, the City pursuant to a voluntary separation agreement with the City ("**Agreement**"); and

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

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 Agreement with Employee is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The City Manager is authorized to execute, on behalf of the City, the final Agreement with Employee.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

VOLUNTARY SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS

This Voluntary Separation Agreement and Complete Release of All Claims (“Agreement”) is made and entered into on the date set forth below by and between Arthur Jon Duddles, on behalf of himself, his agents, representatives, assigns, heirs, executors and administrators (hereinafter collectively referred to as “Mr. Duddles”) and the City of Des Plaines, Illinois, including the City’s affiliates, predecessors, successors, representatives, elected officials, attorneys, officers, agents and employees, individually and in their representative capacities, and each of them (hereinafter collectively referred to as the “City”).

In consideration of the monies and mutual promises herein contained and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Mr. Duddles hereby voluntarily and irrevocably resigns his employment with the City effective at the close of business on August 22, 2023, and the City hereby accepts Mr. Duddles’s resignation. The City and Mr. Duddles hereby terminate any and all prior employment agreements between them, without further recourse. Mr. Duddles agrees not to seek or accept future employment by the City.
2. If Mr. Duddles signs this Agreement and does not revoke it pursuant to paragraph 7(e) below, the City agrees:
 - (a) To pay the full premium cost for family coverage under the PPO 3 plan offered by the City, under which Mr. Duddles and his eligible family are currently covered, provided Mr. Duddles elects continued coverage, from September 1, 2023 through December 31, 2023 or until Mr. Duddles obtains becomes eligible for insurance coverage at a new job, whichever comes first; and
 - (b) To pay Mr. Duddles the gross amount of \$64,661.02, less applicable withholdings, which said amount is equivalent to 5 months of his current salary, which said payment shall be remitted within 21 days of execution of this Agreement.

Mr. Duddles hereby acknowledges that the City’s promise to make such payments is addition to any benefit to which he would have otherwise been entitled, and constitutes consideration for Mr. Duddles’s acceptance of this Agreement.

3. Mr. Duddles’s will also be paid directly for his accrued vacation (203.4595 hours), and personal time (42.21 hours). Mr. Duddles 977.8840 hours of sick leave will be paid out into Mr. Duddles’s City Retirement Health Savings (RHS) Plan in accordance with current policy, *i.e.*, the first 45 days shall be paid in at 25% of his hourly rate of pay, and sick leave in excess of 45 days shall be paid into the RHS at 75% of his hourly rate of pay. Mr. Duddles has otherwise been compensated for all accrued time, and shall not be entitled to any further wages or benefits upon separation from employment with the City.

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4. Upon execution of this Agreement, Mr. Duddles will make arrangements with the City Human Resources Director or the Director's designee to turn in all City issued property and equipment, as well as all City identification cards, files, passwords to City systems or equipment, keys and the like by the close of business on or before August 22, 2023.
5. By signing this Agreement and receiving the valuable consideration described above, Mr. Duddles hereby fully releases and forever discharges the City from any and all claims or liability of any kind arising out of or relating in any way to Mr. Duddles's employment with and separation of employment from the City, as well as any other occurrence up to and including the date of this Agreement including, but not limited to, any claim arising under the Illinois Municipal Code, 65 ILCS 5/ et seq.; the Illinois Human Rights Act, 775 ILCS 5; the Illinois Wage Payment and Collection Act, 820 ILCS 115; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621, et seq.; the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., all claims under 42 U.S.C. §§ 1983, 1985, 1988; all claims under the City Municipal Code and/or personnel policies; all tort claims; all claims for wrongful discharge; all claims based on any actual or implied contract; all claims for retaliatory discharge; all civil rights claims; all amendments to the foregoing statutes, federal common law and state common law; and claims under any other federal, state or local statute, law, ordinance, regulation or order. It is the intention of Mr. Duddles and the City that in executing this Agreement, Mr. Duddles is providing a general release and that it shall be an effective bar to each and every claim, grievance, demand, and cause of action, either known or unknown, for all acts or omissions of the City and its agents, jointly and separately, individually and in their representative capacities, for any injuries suffered by Mr. Duddles occurring on or prior to the date this Agreement and Release is executed.

Excluded from the above release are any claims or rights which cannot be waived by law, and claims for accrued and fully vested employee benefits and unemployment and workers' compensation benefits. Also excluded from the release is Mr. Duddles's right to file a charge with an administrative agency or participate in an agency investigation. Mr. Duddles is, however, specifically waiving his right to recover any money in connection with such a charge or investigation. Mr. Duddles is also waiving his right to recover money in connection with a charge filed by any other individual or by the Equal Employment Opportunity Commission or any other federal or state agency.

6. The parties agree and acknowledge that this Agreement and the consideration described herein does not constitute and shall not be interpreted as any admission of liability on the part of the City or Mr. Duddles. This Agreement resulted from the parties' mutual desire to resolve any and all matters and controversies between

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them, and to amicably effectuate Mr. Duddles's voluntary employment separation from the City.

7. In compliance with the Older Workers Benefit Protection Act, 29 U.S.C. § 626(f), Mr. Duddles acknowledges that he has knowingly and voluntarily signed and entered into this Agreement, and that:
 - a) This Agreement is written in a manner calculated to be understood by him, and he understands all of the terms of this Agreement;
 - b) In addition to the waiver and release of all other claims, this Agreement results in the waiver of and release by him of all claims arising under the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621, et seq. ("ADEA");
 - c) In exchange for the waiver and release by him of all ADEA claims, Mr. Duddles is receiving consideration in addition to anything of value to which he already is entitled;
 - d) The City hereby advises Mr. Duddles to consult with his attorney regarding the subject matter of this release prior to executing this Agreement; and
 - e) Mr. Duddles was afforded a period of twenty-one (21) days within which to consider this Agreement, and advised that he may revoke this Agreement within seven (7) calendar days after he signs it by delivering written notice of his revocation to Ms. Becky Madison, the City Human Resource Director.
8. Mr. Duddles shall be permitted to retain his cell phone number, for non-City use.
9. Should the City Manager or Human Resources Director receive an inquiry from a prospective employer of Mr. Duddles, the information provided shall be limited to: 1) the dates of his employment; 2) position held; and 3) final rate of pay. Additional information may be released with Mr. Duddles's consent, or as otherwise required by law. Mr. Duddles agrees to direct any employment verification inquiries to the City Director of Human Resources.
10. This Agreement constitutes the complete Agreement between Mr. Duddles and the City. No other promises or agreements, either express or implied, shall be binding upon such parties unless hereinafter reduced to writing and signed by Mr. Duddles and the City.
11. To the extent that any portion of this Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, Mr. Duddles and the City agree that the remaining portions of this Agreement shall not be affected and shall be given full force and effect.

- 12. This Agreement shall be binding upon the City and Mr. Duddles, as well as their respective agents, representatives, heirs, successors and assigns.
- 13. Mr. Duddles acknowledges that he has knowingly and voluntarily signed and entered into this Agreement, and that he understands all of the terms of this Agreement.

AGREED:

ARTHUR JON DUDDLES

Arthur Jonathan Duddles

8/10/2023

00A8DE61E47E439

Date

**CITY OF DES PLAINES, ILLINOIS, an
Illinois Municipal Corporation**

By: _____

Date



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)

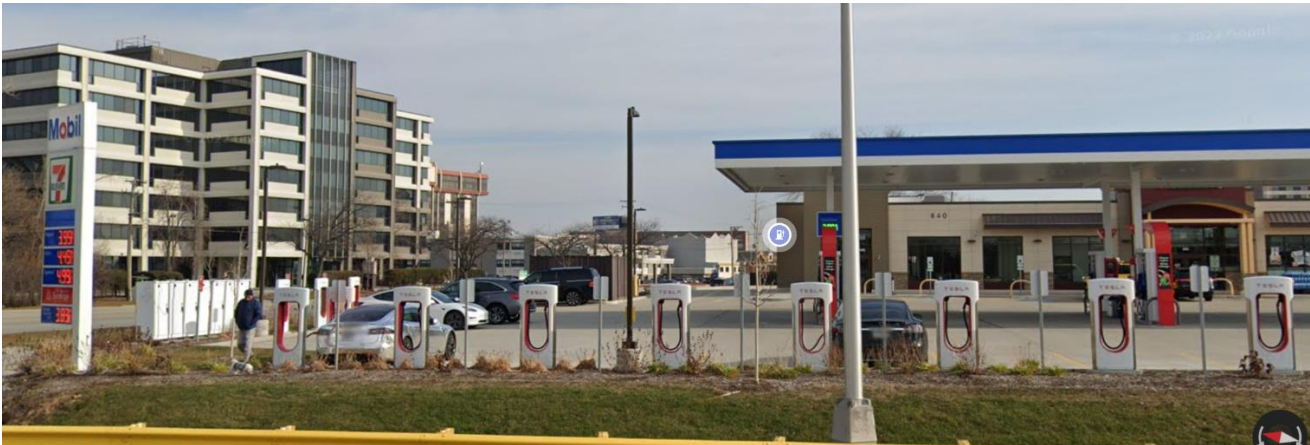
AUTO FILLING STATION



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



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.*



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

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 - 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: August 10, 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)

Update: The City Council voted unanimously to approve Ordinance Z-21-23 as revised to include (i) a revised Exhibit C (Student Loading and Stacking Plan) and (ii) modifications to the transferability provisions such that a subsequent school operator would need approval of only a Council resolution to transfer the conditional use approval; a full public hearing and conditional use amendment would not be required. Staff and the General Counsel have revised the Ordinance accordingly, and it is attached for second reading and final consideration.

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 analyzed by 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. 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.

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 is proposed through Ordinance Z-22-23. The requirements of each use must be summed to determine the total requirement. In summary, the total requirement is 27 spaces, and 42 are proposed 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 non-simultaneous occupancy* of the basement prayer area and second-floor auditorium**: 2,904 square feet – 2,500 square feet for C-5 exemption = 404 square feet / 60 = 6.73 spaces (rounds up to 7) 	7 spaces
	Total Required	27 spaces
	Total Proposed	42 spaces

*Condition included with second reading of Ordinance Z-22-23

**Considers the proposed long-term expansion

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 table on the following page.

¹ Loopnet (2023). Accessed July 6, 2023 at <https://www.loopnet.com/Listing/733-Lee-St-Des-Plaines-IL/3989538/>

<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.

<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 by 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 exterior 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.

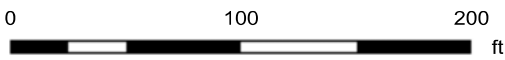
Attachments:

- 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 (*revised from first reading*)
- 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.

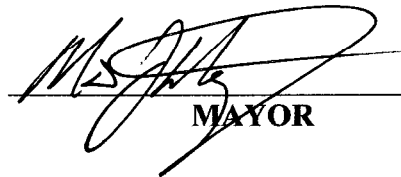
SECTION 9: If any paragraph, section, clause or provision of this ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the contract.

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....

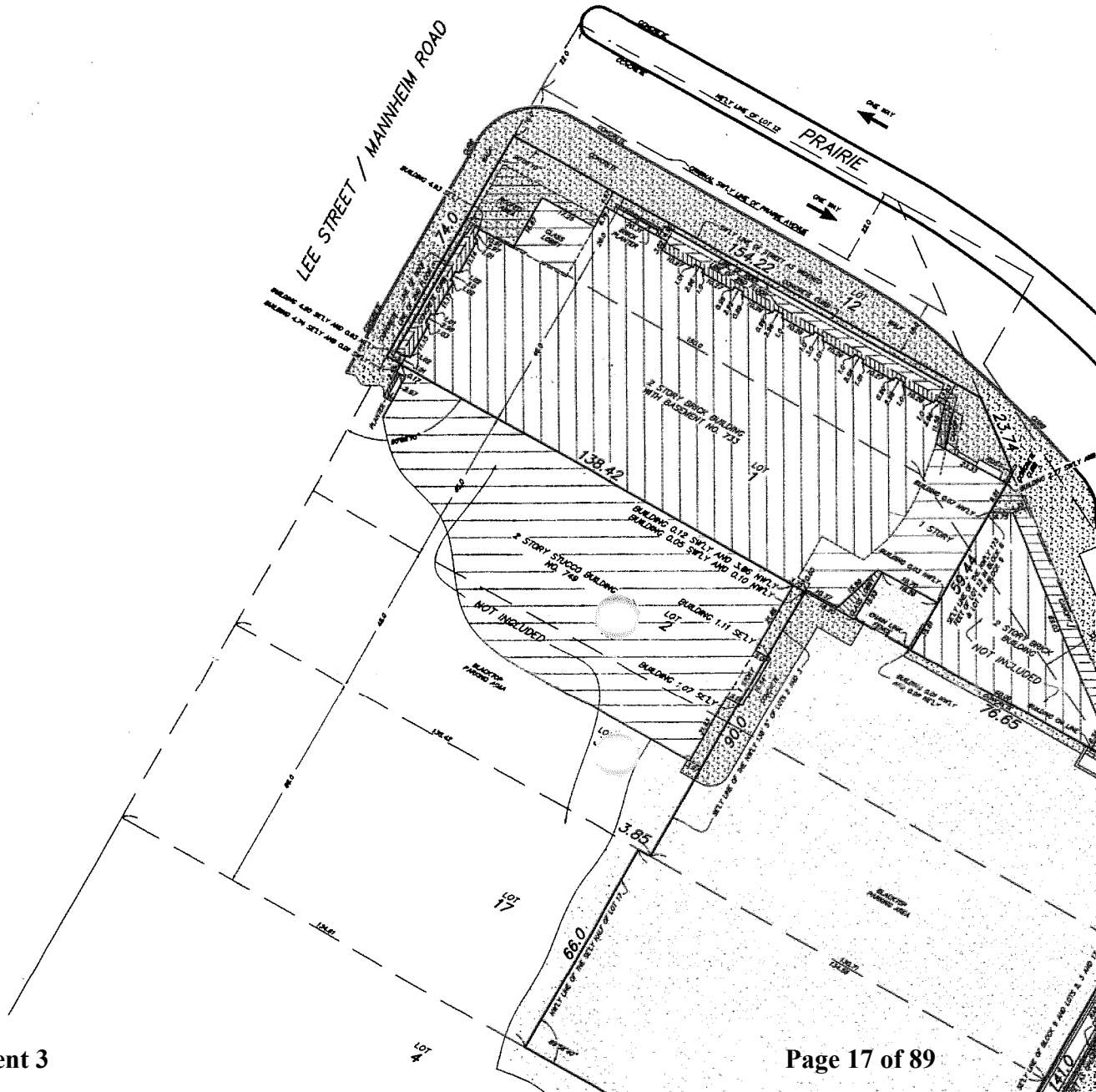
LOT 3 EXCEPT THE NORTHWESTERLY 138 FEET 3 INCHES THEREOF, IN BLOCK 9....

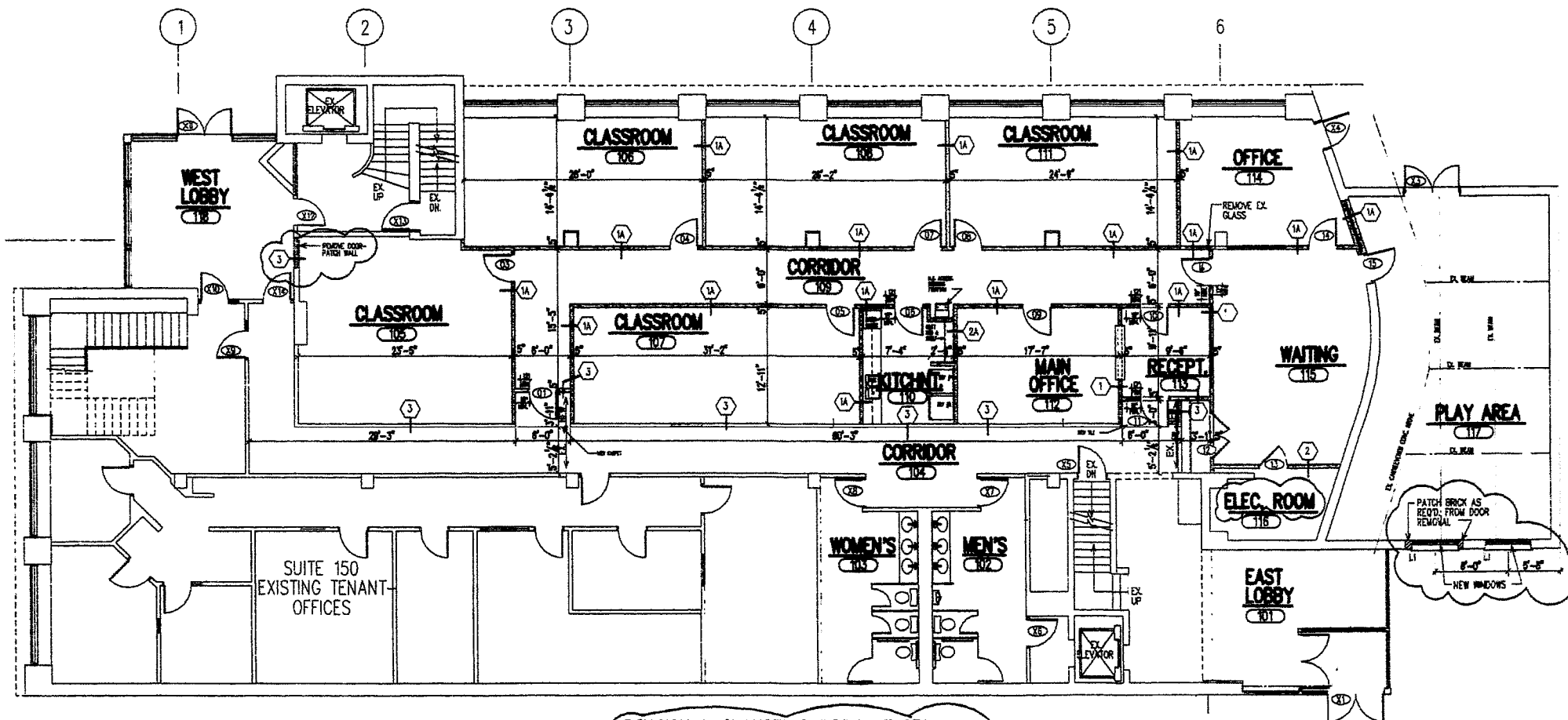
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AREA:
33,158.71 sq. ft.
0.76 acres

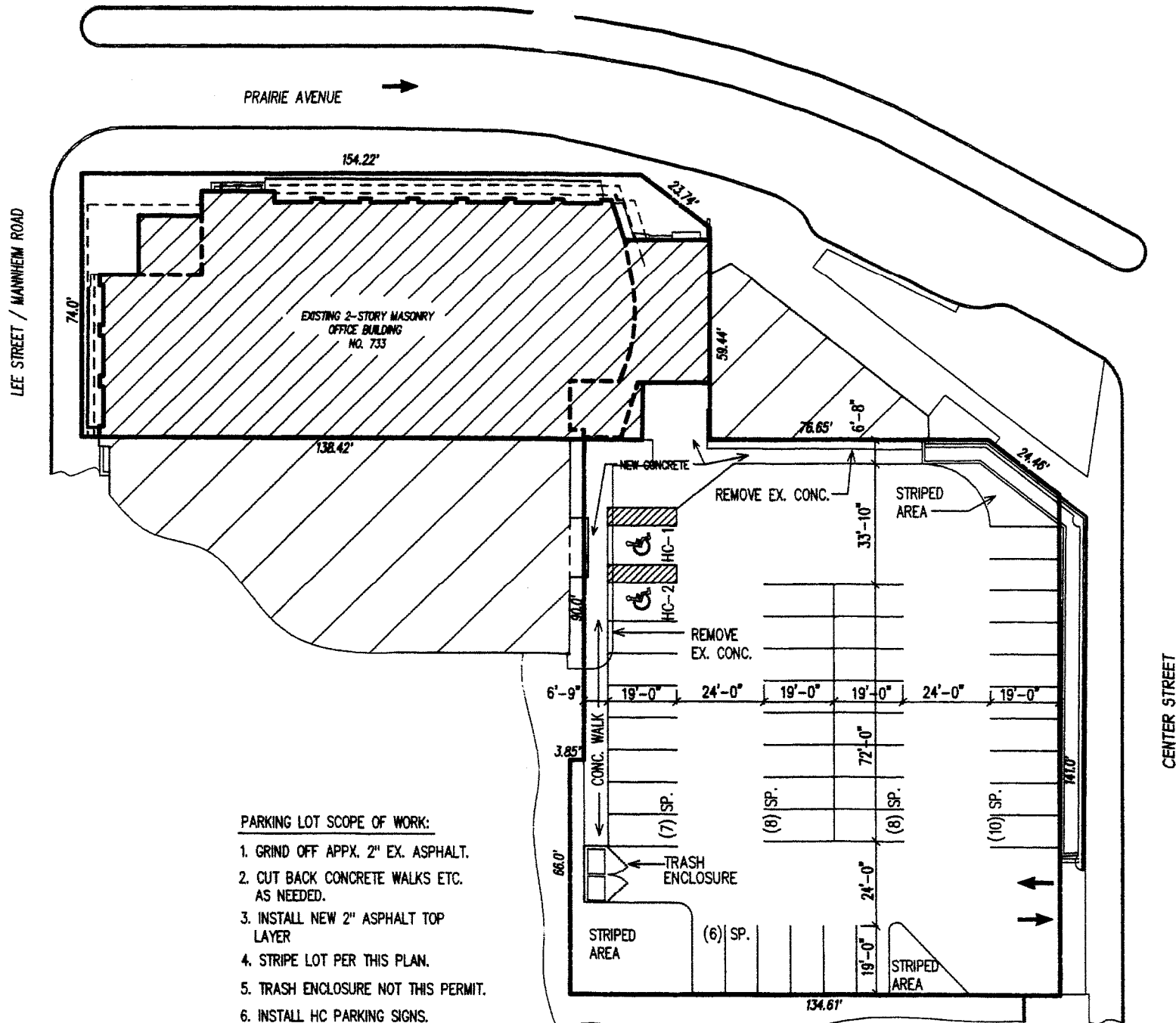




FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

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.

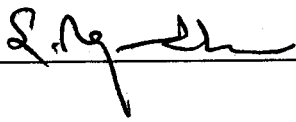
G. Authority to Execute. The City hereby warrants and represents to ICCD Academy that the Person executing this Agreement on its behalf has been properly authorized to do so by the Ordinances of the City of Des Plaines. ICCD Academy warrants and represents to the City that the Persons executing this 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.

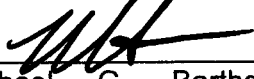
ICCD ACADEMY, NFP, an Illinois not-for-profit corporation

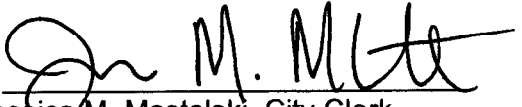
By: 
Signature

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.*



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

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 - 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 August 10, 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 INTERSECTION 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 5 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, Police Chief, 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, based on data provided by the Petitioner and analyzed by Kenig, Lindgren, O’Hara, Aboona (KLOA), Inc., consisting of nine pages, and with a latest revision date of July 11, 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 exterior 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, except as otherwise expressly provided in this Ordinance.

B. Nothing in this Ordinance shall be deemed to allow this Ordinance to be transferred to any person or entity unless and until (a) such person or entity ("*Transferee*") executes and files with the City Clerk an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance in a form acceptable to the City Manager and (b) the City Council has approved such transfer by resolution duly adopted.

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.

[SIGNATURES ON FOLLOWING PAGE]

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 Conditional Use Permit for Private School and Variations at 733 Lee Street 2ND READING

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 OF

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



- 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:

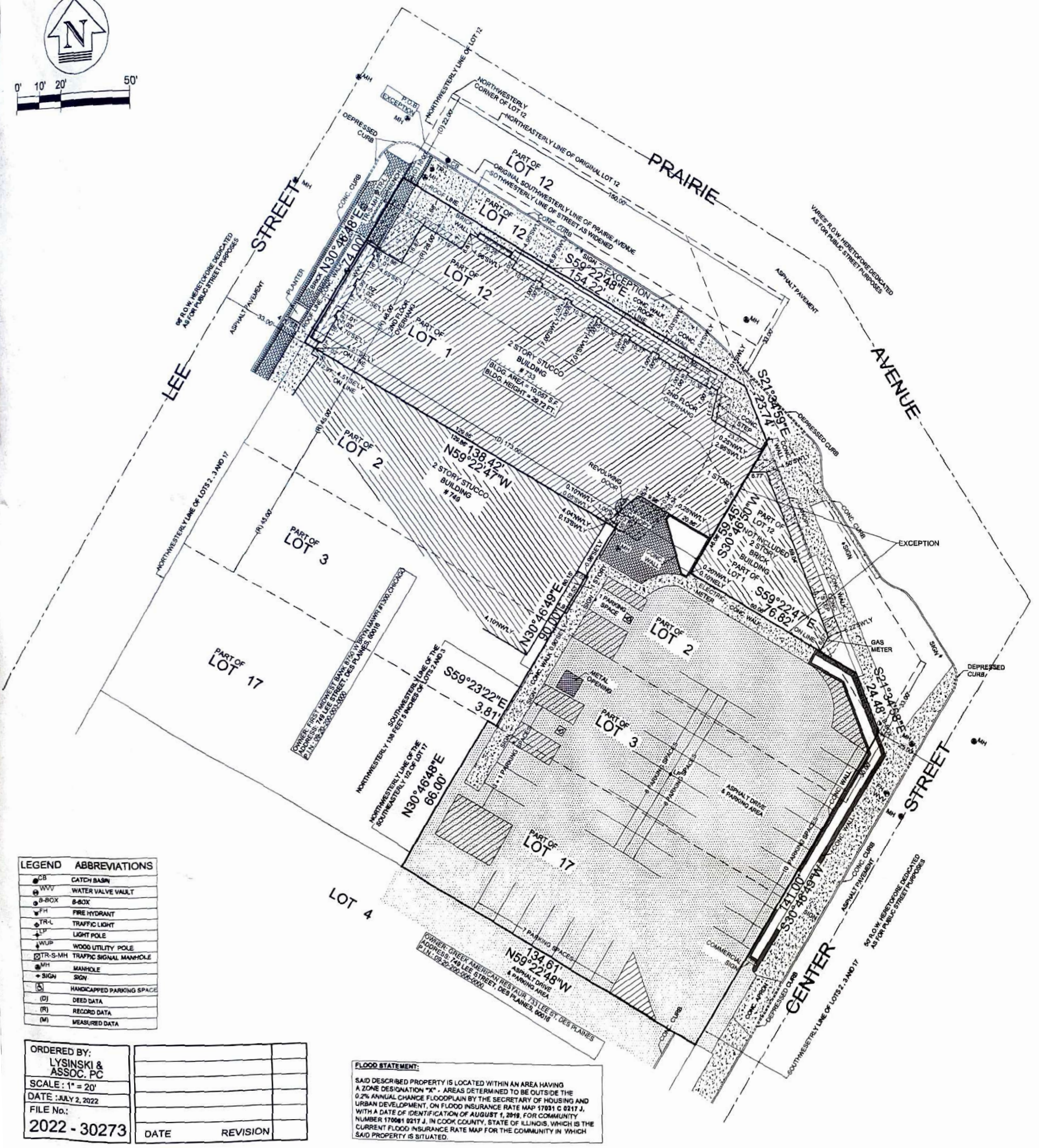
- GREEK-AMERICAN RESTAURANT ASSOCIATION
- ICCD ACADEMY, NFP, AN ILLINOIS NOT-FOR-PROFIT
- SATURN TITLE LLC

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. 154-04578
 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

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 an intake 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 that 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.

6-7 DROP SPACES

3 MINUTE INTERVALS

X = closed space (cones)

D = loading spot

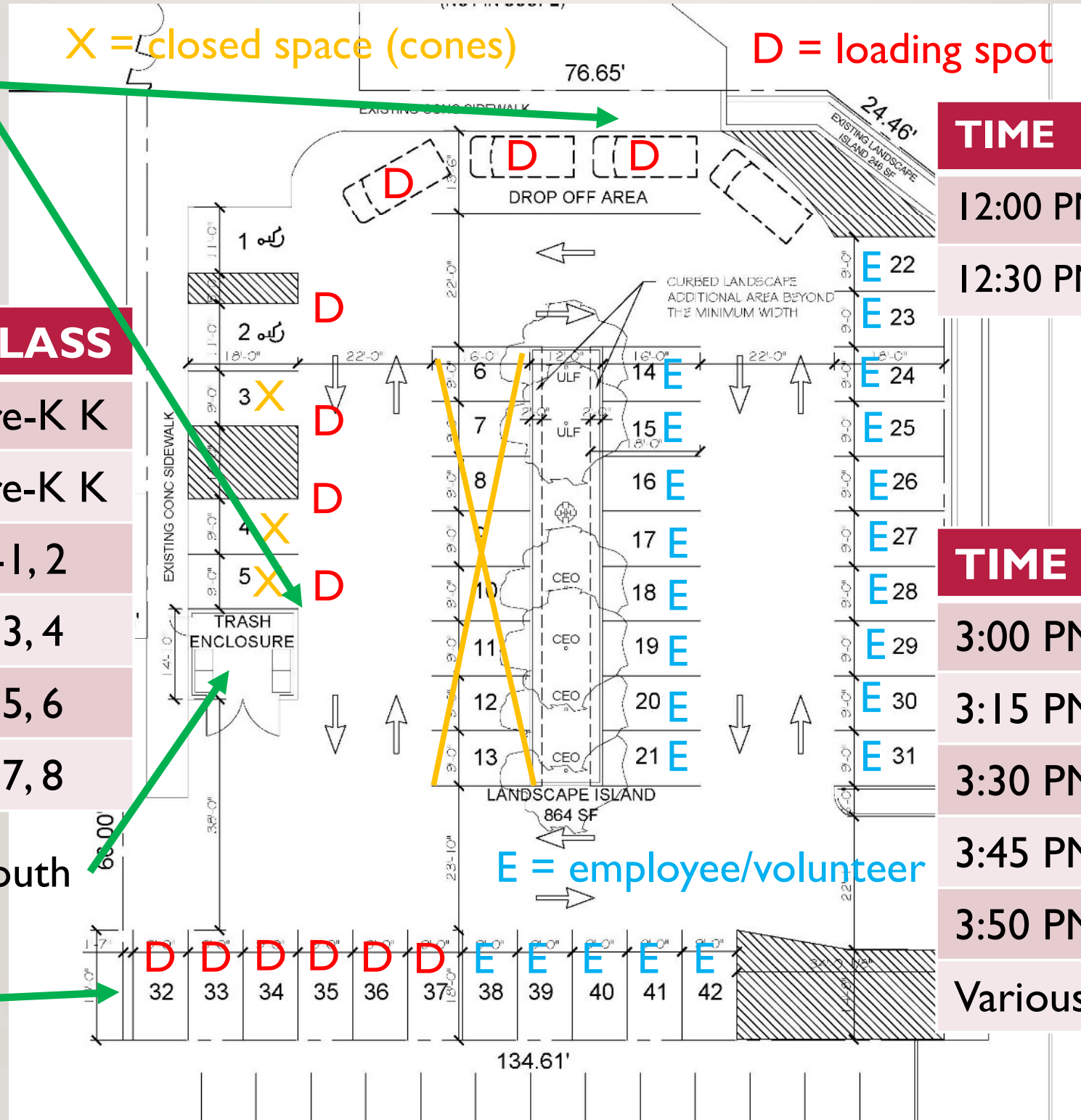
TIME	TOT V	TOT S	CLASS
7:45 AM	0	0	Pre-K K
7:48 AM	6-7	10-11	Pre-K K
8:15 AM	60-70	100-106	K-1, 2
8:30 AM	90-105	137-159	2, 3, 4
8:45 AM	120-140	181-212	4, 5, 6
9:00 AM	150-152	227-232	6, 7, 8

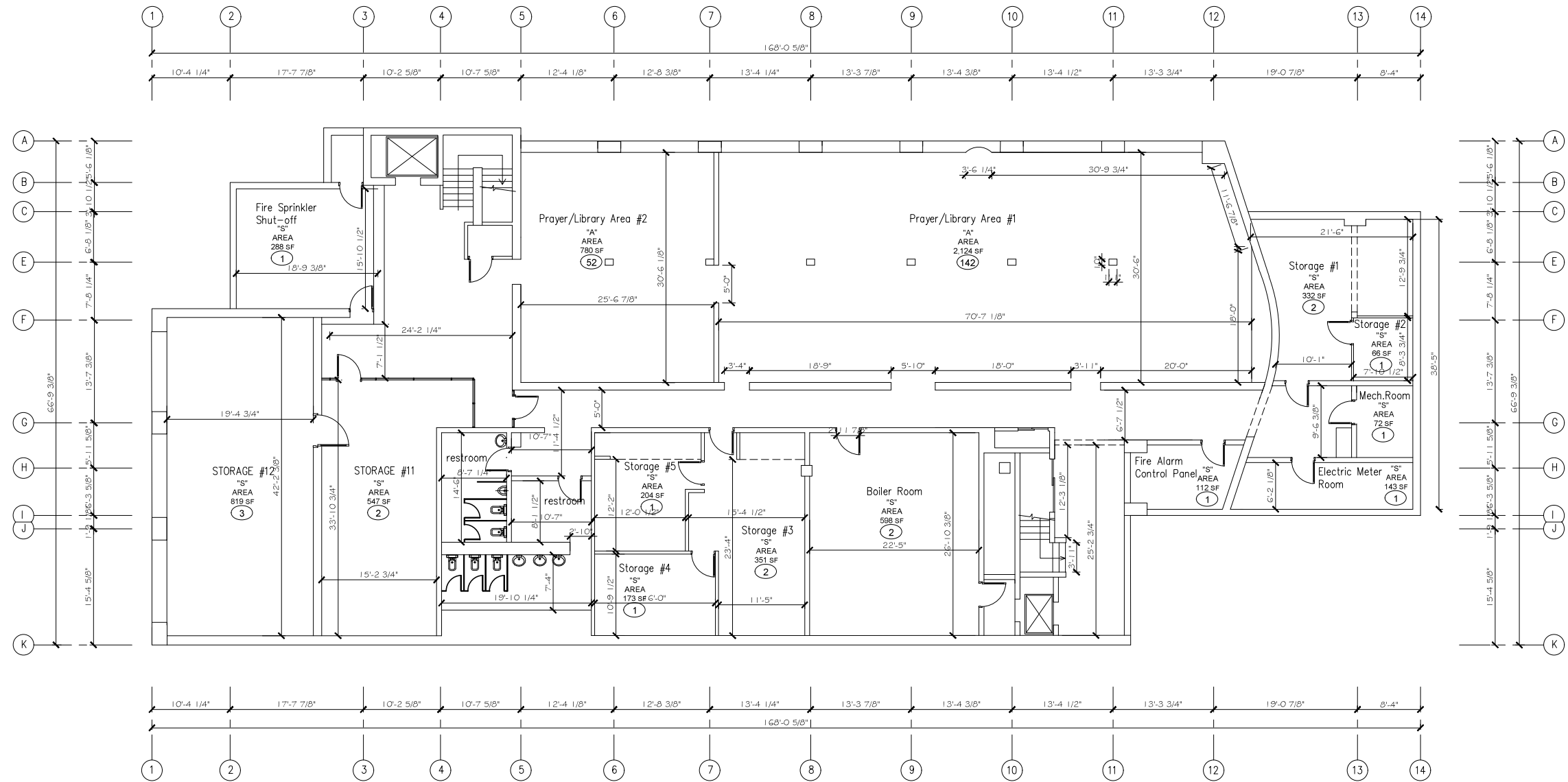
TIME	TOT V	TOT S	CLASS
12:00 PM	0	0	Pre-K K
12:30 PM	60-70	100-106	Pre-K K

TIME	TOT V	TOT S	CLASS
3:00 PM	0	0	Pre-K K
3:15 PM	30-35	45-53	1,2,3
3:30 PM	60-70	100-106	4,5
3:45 PM	90-105	137-159	6, 7, 8
3:50 PM	20	20	Staff/Vol
Various	35 park	10-20%	Aft Sch

KLOA may suggest move south

6 RESERVE DROP SPACES



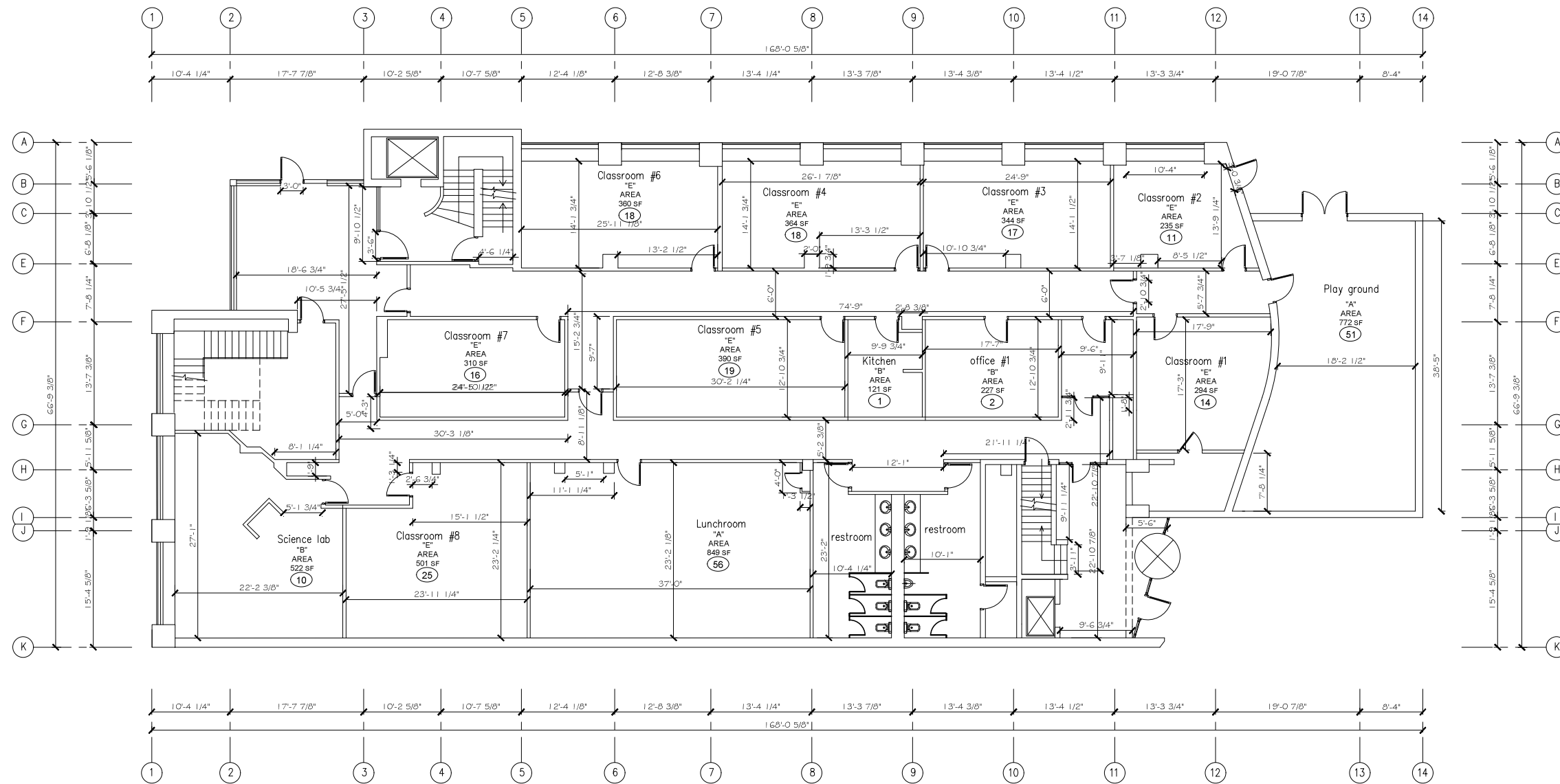


Basement

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

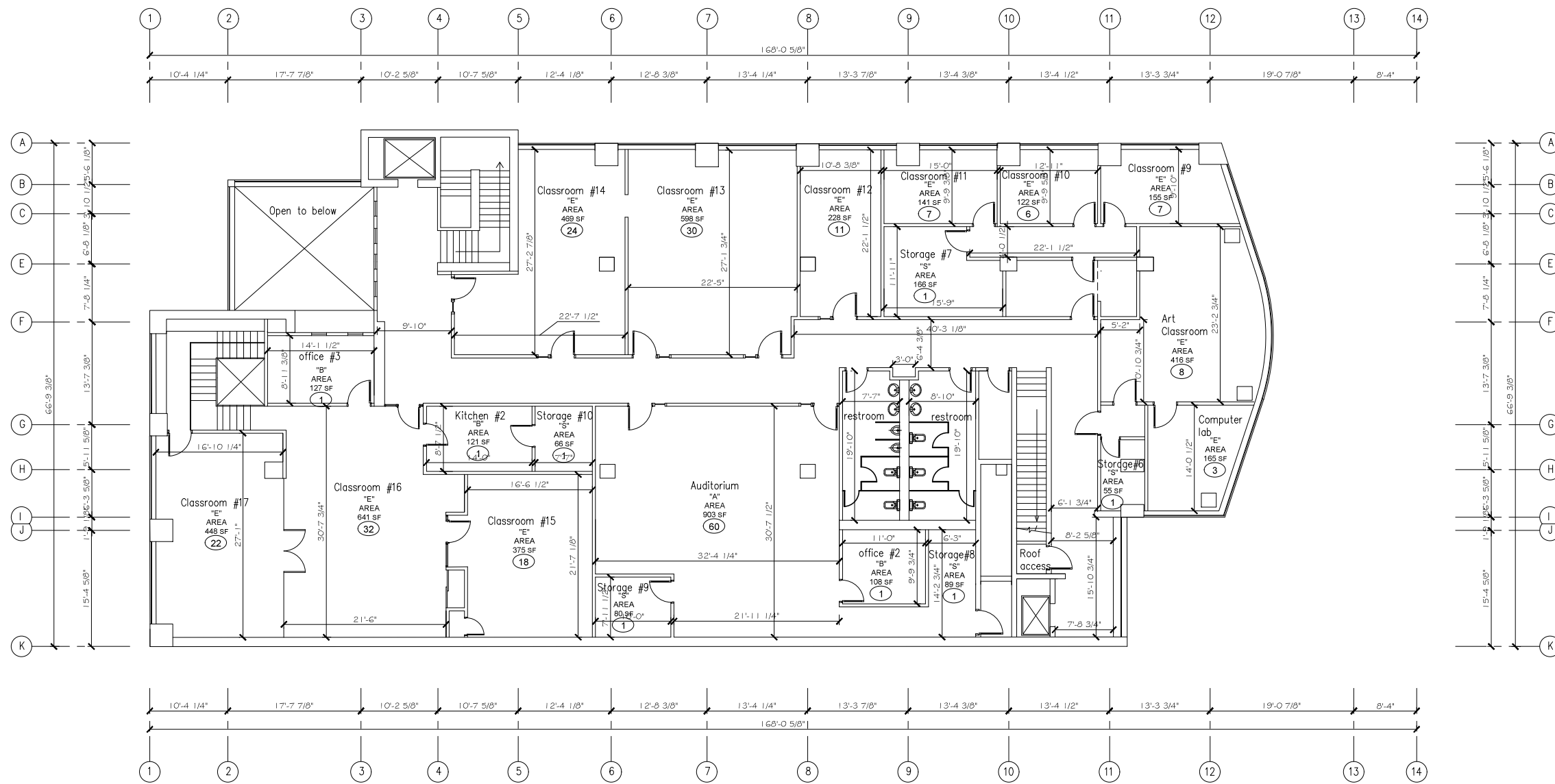
ROOM OCCUPANCY

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

148



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

168

PRAIRIE AVENUE

PACE BUS STOP

ACCESSIBLE ROUTE

154.22'

23.74'

EXISTING 2 STORY MASONRY BUILDING NO. 733

EXISTING 2 STORY BUILDING (NOT IN SCOPE)

LEE STREET

74.00'

138.42'

EXISTING 2 STORY BUILDING NO. 749 (NOT IN SCOPE)

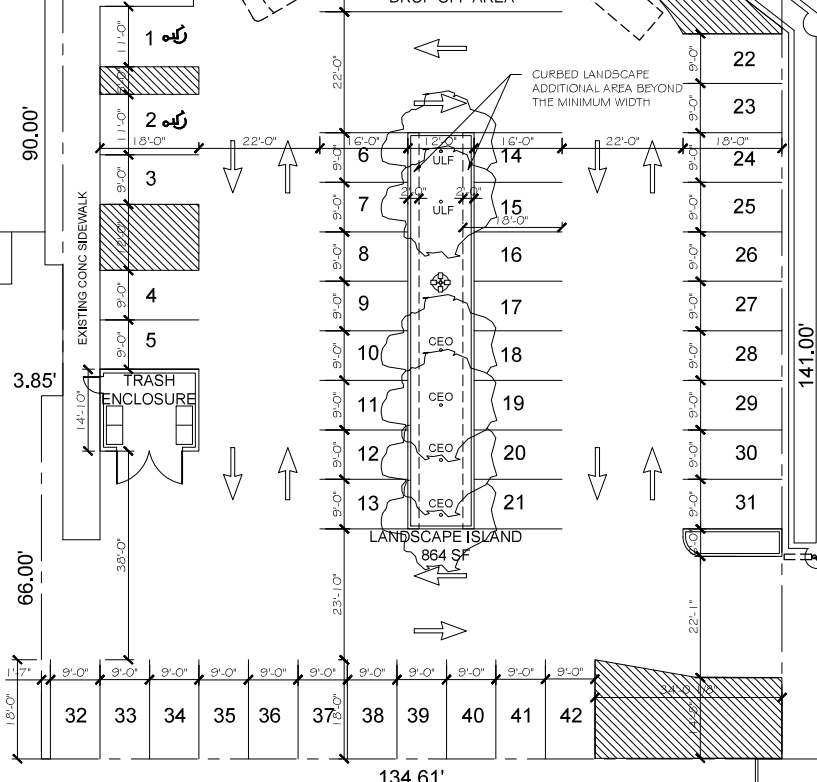
76.65'

EXISTING CONC SIDEWALK

24.46'

DROP OFF AREA

CURBED LANDSCAPE ADDITIONAL AREA BEYOND THE MINIMUM WIDTH



CENTER STREET

CONTINUED EXISTING POLE SIGN

1 SITE PLAN
1/16" = 1'-0"

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: August 10, 2023
To: Michael G. Bartholomew, City Manager
From: John T. Carlisle, AICP, Director of Community and Economic Development
Subject: Conditional Use for Commercially Zoned Assembly at 733 Lee Street: Islamic City Center of Des Plaines Academy (ICCD)

Update: The City Council voted unanimously to approve Ordinance Z-22-23 as revised to add a condition that the proposed assembly areas in the basement and second floor are not occupied simultaneously.

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.

PIN: 09-20-200-042-0000, 09-20-200-006-000
Petitioner: ICCD Academy NFP, 733 Lee St., Des Plaines, IL, 60016
Owner: Trustee of Trust No. 16505, Parkway Bank and Trust Co., 4800 N. Harlem Ave., Harwood Heights, IL 60706
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.
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**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 27 spaces, and 42 are proposed to be provided after parking lot improvements, so the baseline requirement would be met. Commercially zoned assemblies are conditional uses so that the City Council has the authority to approve each proposed assembly’s parking plan to ensure it is workable given the proposed activities and volume. 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. However, 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 non-simultaneous occupancy* of the basement prayer area and second-floor auditorium**: 2,904 square feet – 2,500 square feet for C-5 exemption = 404 square feet / 60 = 6.73 spaces (rounds up to 7) 	7 spaces
	Total Required	27 spaces
	Total Proposed	42 spaces

*Condition included with second reading of Ordinance Z-22-23

**Considers the proposed long-term expansion

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.
7. Those portions of the basement and second floor of the School Building designated for assembly activities may not be simultaneously used for assembly purposes (*added by the Council on first reading*)

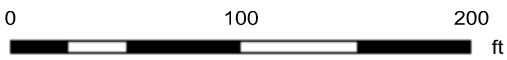
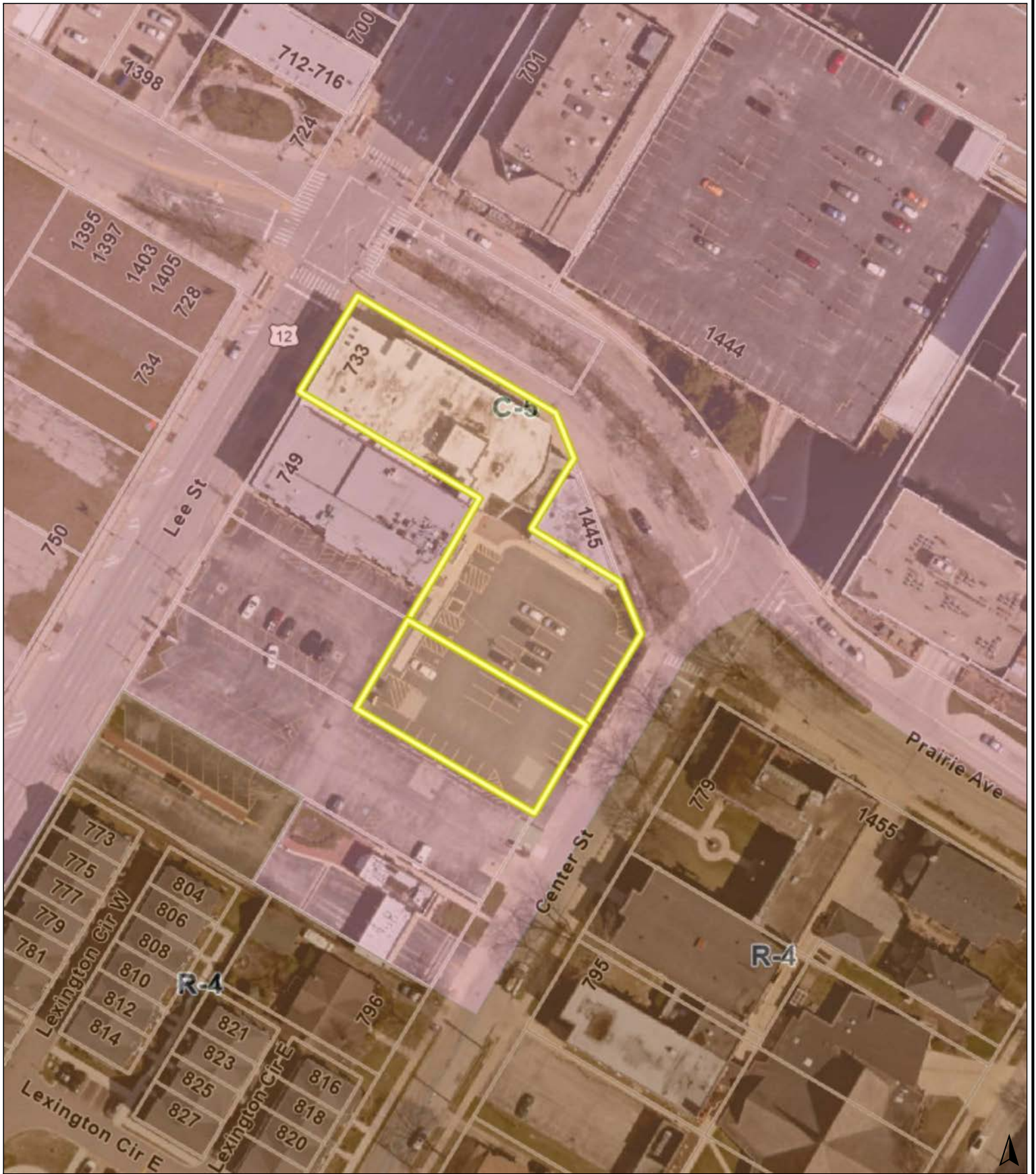
City Council Action: Pursuant to Section 12-3-4, the Council may approve, approve with modifications, or deny Ordinance Z-22-23, which would grant a conditional use for ICCDA to conduct commercially zoned assembly at 733 Lee, subject to conditions.

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 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 conditional 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 - 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 August 10, 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

3. 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*.

4. 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, including 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 exterior 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.
7. Those portions of the basement and second floor of the School Building designated for assembly activities may not be simultaneously used for assembly purposes.

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.

[SIGNATURES ON FOLLOWING PAGE]

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 Conditional Use Permit for Commercially Zoned Assembly at 733 Lee Street 2ND READING

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

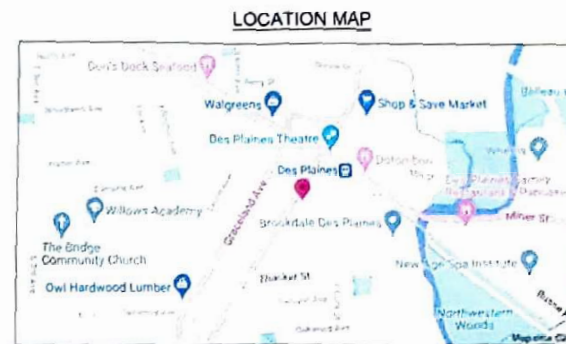
ICCD Academy will not engage in assembly when school is in session or when school activities are in progress. Worship and other religious activities that are not operated as part of school programming are the commercial district assembly use. ICCD Academy has a relationship with the neighboring property 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

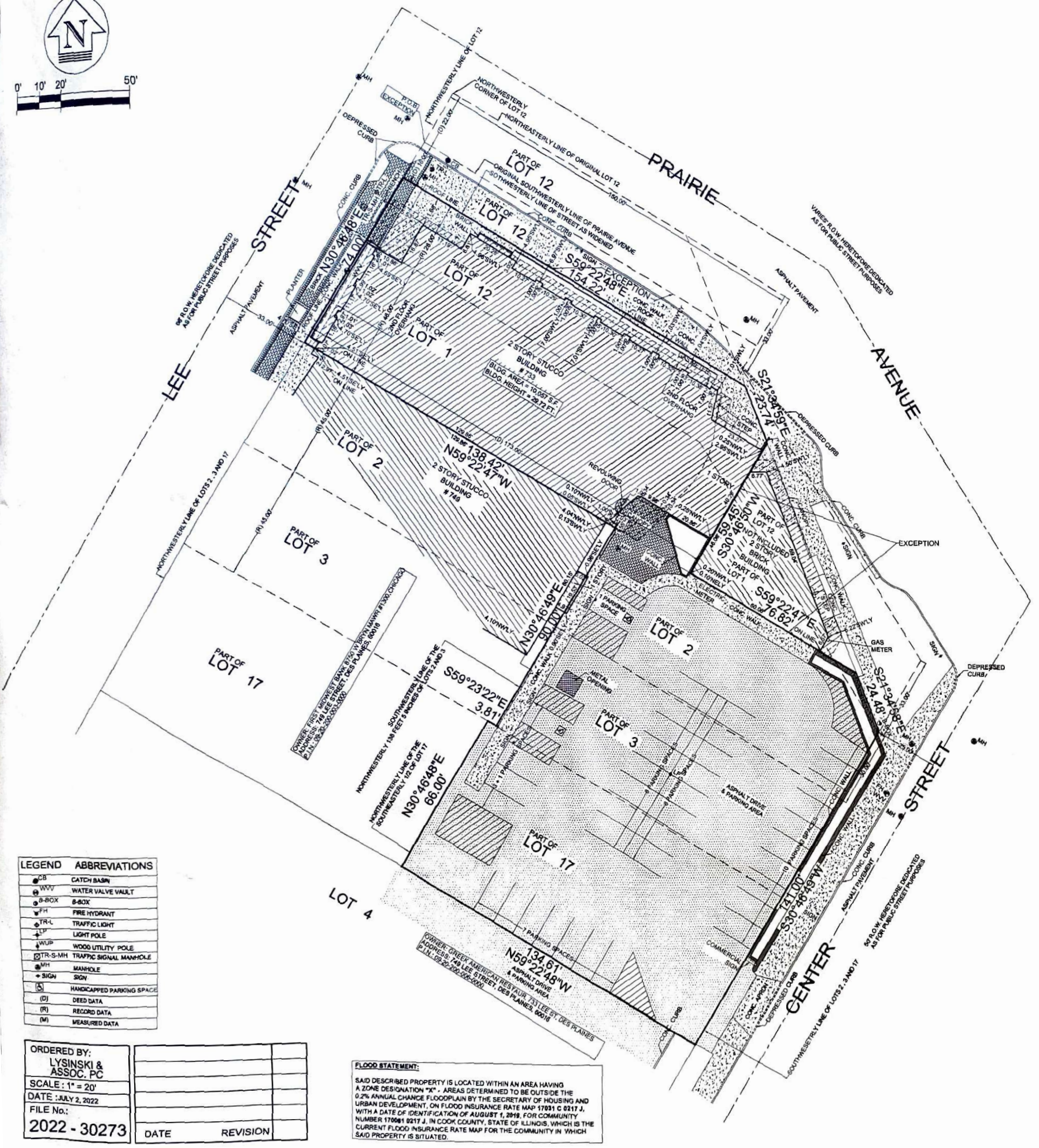
SATURN TITLE LLC
 ORDER NO.: 2233070
 EFFECTIVE DATE: MAY 26, 2022
 ITEMS CORRESPONDING TO SCHEDULE B, PART E:
 ITEMS 1 - 26
 NOT SURVEY RELATED.

DES PLAINES
 1420 MINER STREET
 DES PLAINES, IL 60016
 847-381-5300
 ZONING REQUIREMENTS:
 C-5 CENTRAL BUSINESS

STATE OF ILLINOIS)
 COUNTY OF COOK)
 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(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. Lawniczak*
 ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 38-2290
 LICENSE EXPIRES: NOVEMBER 30, 2022
 PROFESSIONAL DESIGN FIRM LICENSE NO. 134-054578
 LICENSE EXPIRES: APRIL 30, 2023

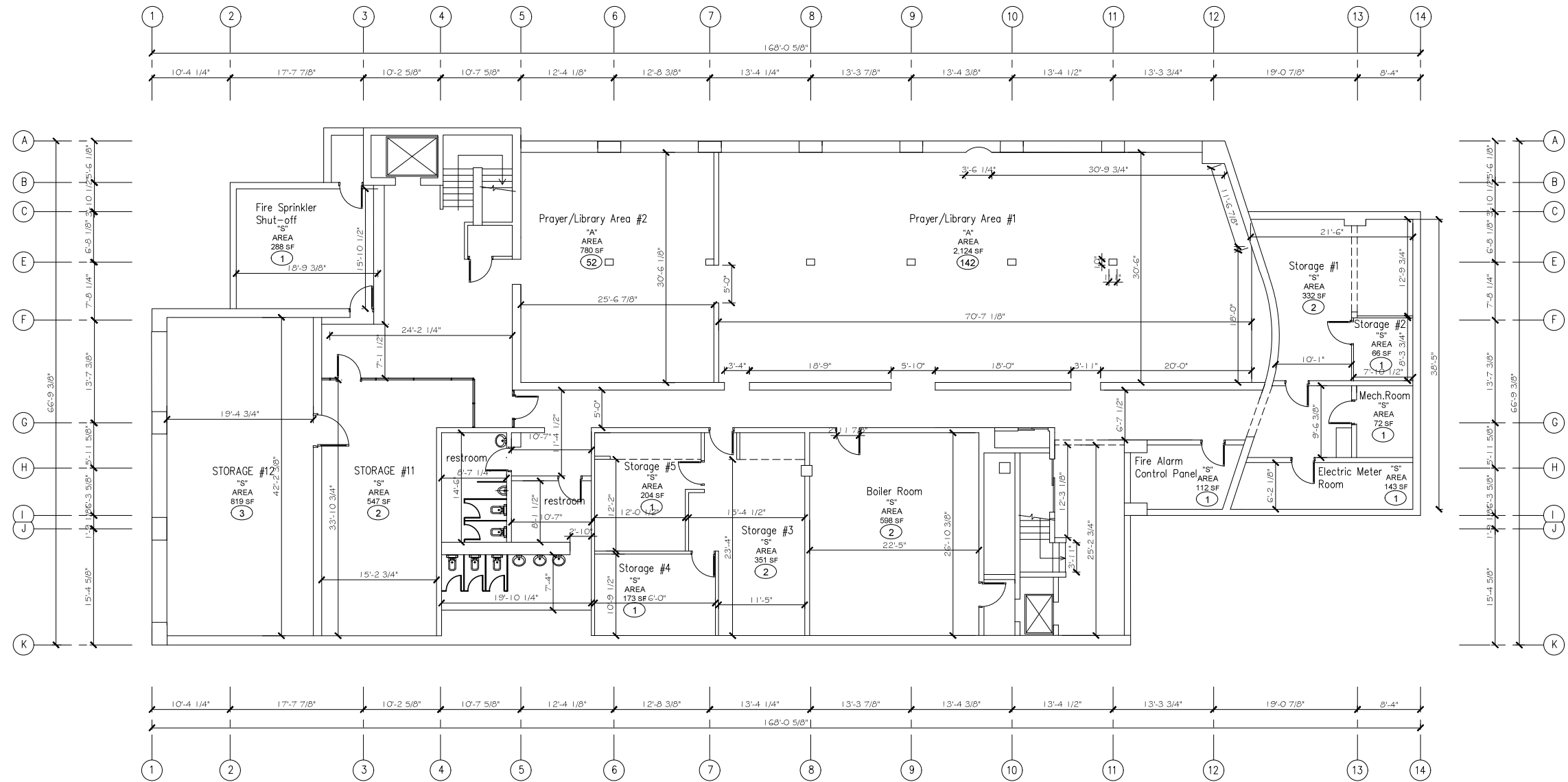


LEGEND ABBREVIATIONS

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.

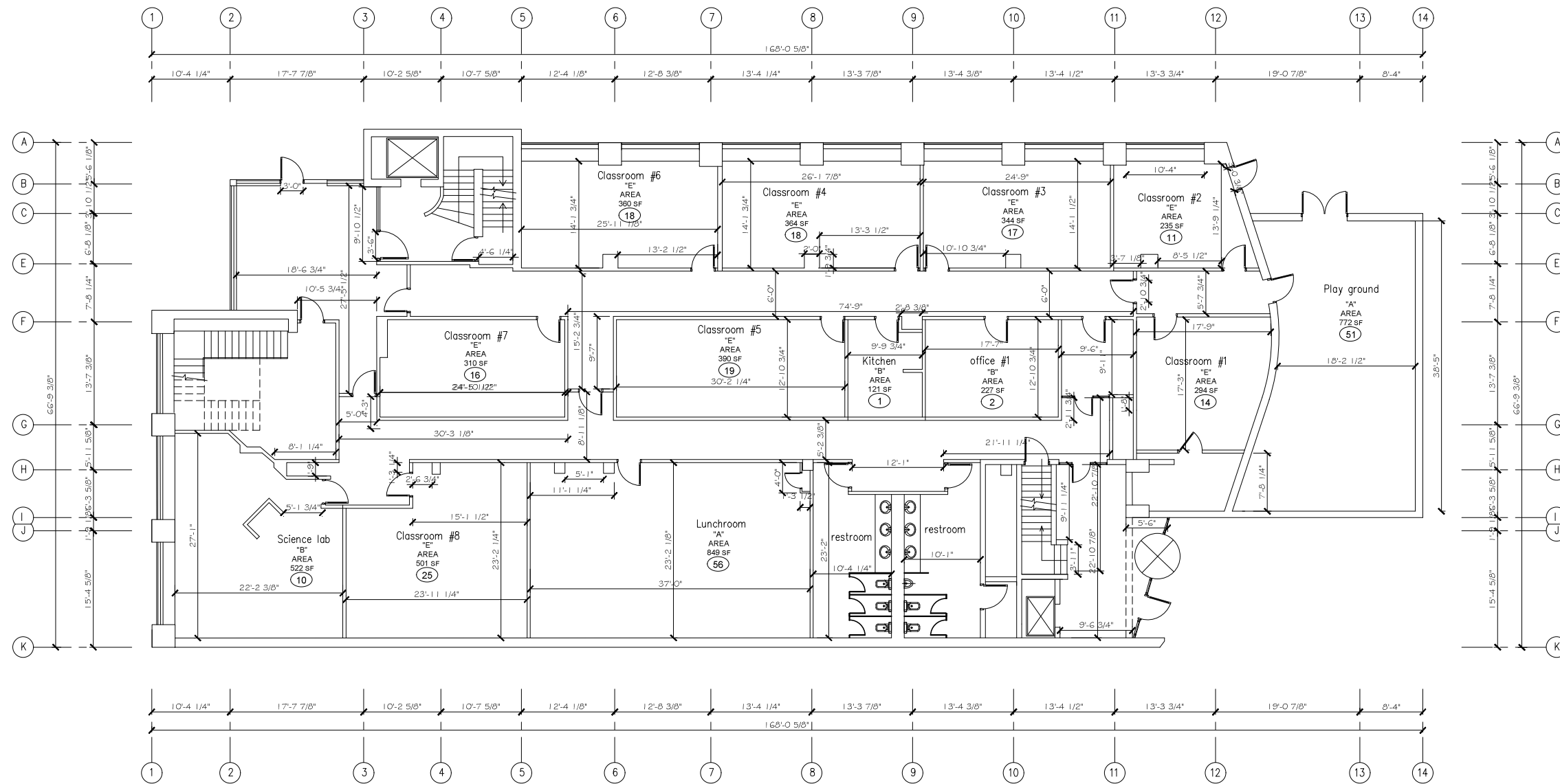


Basement

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

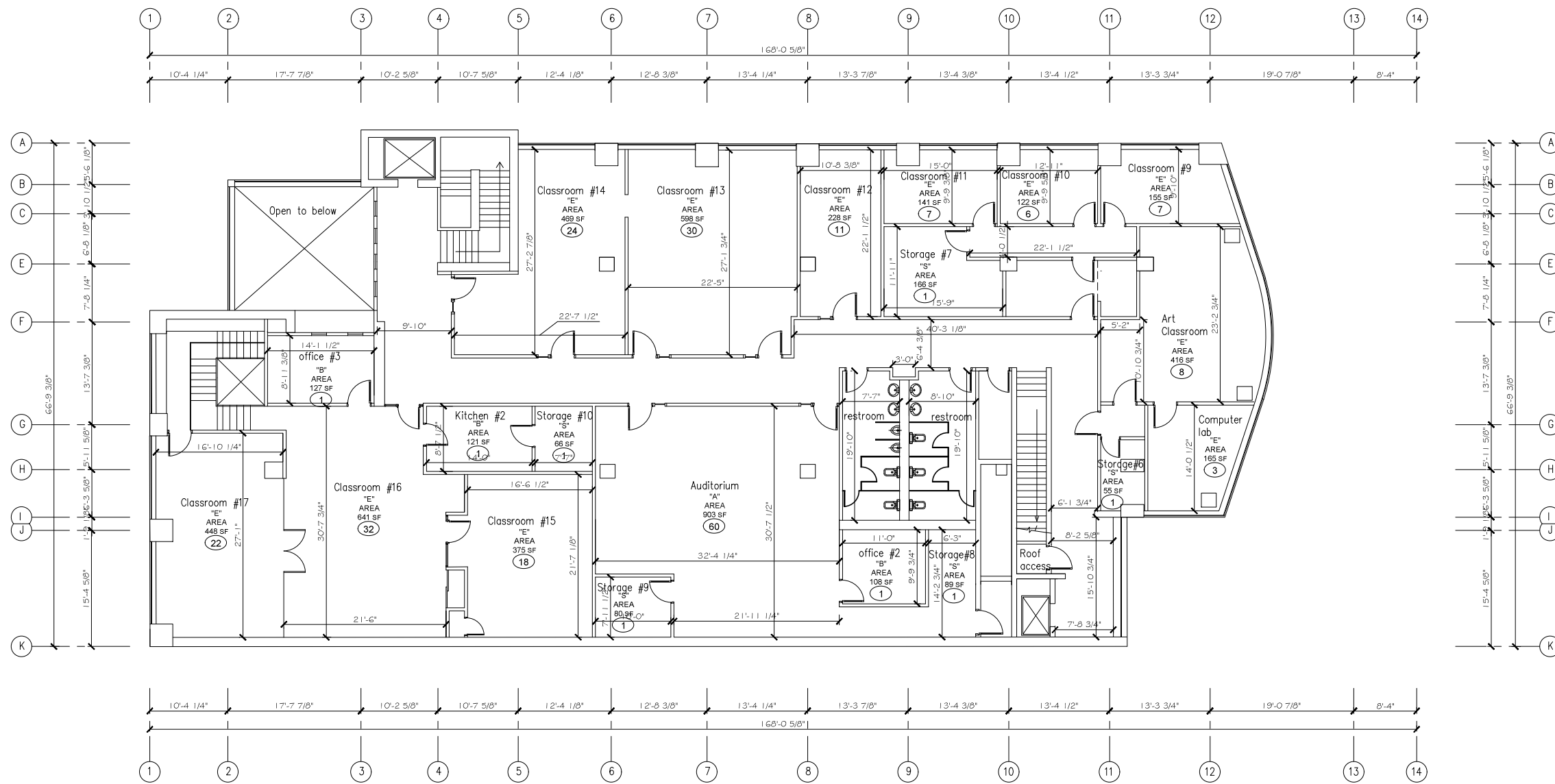
ROOM OCCUPANCY

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

148



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

168

PRAIRIE AVENUE

PACE BUS STOP

ACCESSIBLE ROUTE

154.22'

23.74'

EXISTING 2 STORY MASONRY BUILDING NO. 733

EXISTING 2 STORY BUILDING (NOT IN SCOPE)

LEE STREET

74.00'

138.42'

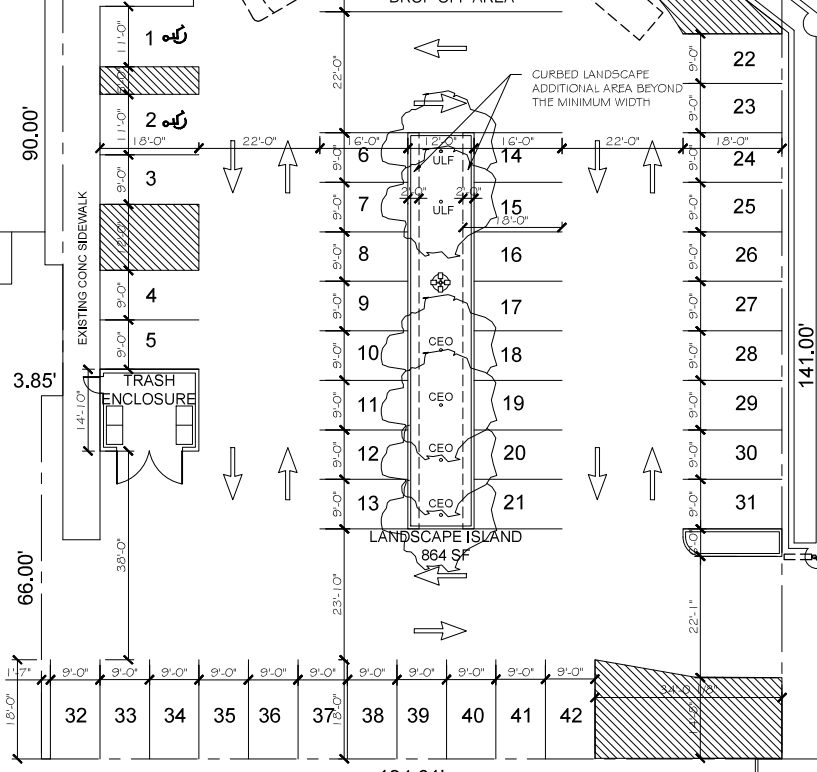
EXISTING 2 STORY BUILDING NO. 749 (NOT IN SCOPE)

76.65'

EXISTING CONC SIDEWALK

24.46'

DROP OFF AREA



1 SITE PLAN
1/16" = 1'-0"

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: _____

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, AUGUST 7, 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 6:03 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, August 7, 2023.

ROLL CALL

Roll call indicated the following Aldermen present: Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz. A quorum was present.

CLOSED SESSION

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

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad,
Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared unanimously carried.

The City Council recessed at 6:03 p.m.

The City Council reconvened at 7:03 p.m.

Roll call indicated the following Alderman present: Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz. 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, Deputy Fire Chief Matzl, 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 Oskerka.

PROCLAMATION

City Clerk Mastalski read a proclamation by Mayor Goczkowski declaring August 14th as Maryville Academy's 140th Anniversary.

Mayor Goczkowski presented the proclamation to Executive Director, Sister Cathy, and staff members of Maryville Academy.

MINUTES OF THE PUBLIC HEARINGS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS DES PLAINES CIVIC CENTER, MONDAY, AUGUST 7, 2023

**PUBLIC HEARING/
CONSIDER
AMENDING THE
ZONING
ORDINANCE
REGARDING
CONVENIENCE
MART FUELING OR**

Mayor Goczkowski called the Public Hearing for reconsideration of 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), to order at 7:06 p.m.

Director of Community and Economic Development Carlisle reviewed a memorandum dated July 27, 2023.

The City of Des Plaines is proposing amending the Zoning Ordinance to change the regulations surrounding the "Convenience Mart Fueling Station" use to include the

CHARGING STATIONS Ordinance Z-17-23

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, 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.

Proposed Amendments

- In the Commercial Districts Use Matrix, convenience mart fueling or charging 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. 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.
- 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.
 - Signs:
 - Reinforces the requirement to follow the sign chapter 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.

Moved by Walsten, seconded by Sayad, to Approve as amended, including an enforcement provision, the 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).

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Mayor Goczkowski adjourned the Public Hearing at 7:20 p.m.

PUBLIC COMMENT

Des Plaines Art Guild showed their most recent project, and expressed their goals for the community.

A few residents expressed issues with residential construction occurring on Lincoln Lane.

Dance building property owner, Dan Kosinski, expressed issue with the stall of progression of the sale agreement in connection to the Graceland/Webford development.

Mayor Goczkowski stated it is a private land deal and it is a civil litigation matter.

Resident Bob Boyle asked about City guidance regarding vehicle charging stations at residential and commercial properties.

**ALDERMAN
ANNOUNCEMENTS**

Alderman Walsten mentioned the possibility of placing the charging station at the new Metra station parking lot.

Alderman Charewicz gave an update on his ward meeting, and stated his next ward meeting will be October 12th. 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 also thanked public works for their hard work fixing the multitude of water main breaks which have been occurring, and stated he wants to have a meeting to investigate options to reduce the frequency of the water main breaks.

**MAYORAL
ANNOUNCEMENTS**

Mayor Goczkowski mentioned the second Food Truck Round-Up will be occurring on Tuesday, August 15th at Library Plaza.

CONSENT AGENDA

Resident Deb Lester requested Item # 7 to be removed from the Consent Agenda.

Moved by Brookman, seconded by Sayad, to Establish the Consent Agenda without Item #7.

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad,
Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Moved by Sayad, seconded by Walsten, to Approve the Consent Agenda without Item #7.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad,
Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Minutes were approved; Resolutions R-140-23, R-141-23, R-143-23, R-144-23, R-145-23, R-146-23.

**APPROVE
CONTRACT/
LIBRARY FACADE
REHAB/ OTTO BAUM**

Moved by Sayad, seconded by Walsten, to Approve Resolution R-140-23, A RESOLUTION APPROVING A CONTRACT WITH OTTO BAUM COMPANY, INC. FOR FACADE REHABILITATION PROGRAM DES PLAINES PUBLIC LIBRARY SOUTH WALL. Motion declared carried as approved unanimously under Consent Agenda.

Consent Agenda

**Resolution
R-140-23**

**APPROVE
CONTRACT/ PW& CC
FACADE REHAB/
OTTO BAUM
Consent Agenda**

Moved by Sayad, seconded by Walsten, to Approve 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. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-141-23**

**APPROVE AGRMT/
CIP SIGN REPLACE/
MISFITS
Consent Agenda**

Moved by Sayad, seconded by Walsten, to Approve Resolution R-143-23, A RESOLUTION APPROVING AN AGREEMENT WITH MISFITS CONSTRUCTION COMPANY FOR THE 2023 CIP SIGN REPLACEMENT PROGRAM. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-143-23**

**APPROVE AGRMT/
PARK STRUCT
MAINT/ J. GILL & CO
Consent Agenda**

Moved by Sayad, seconded by Walsten, to Approve Resolution R-144-23, A RESOLUTION APPROVING AN AGREEMENT WITH J. GILL AND COMPANY FOR MAINTENANCE REPAIRS ON CITY-OWNED PARKING STRUCTURES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-144-23**

**APPROVE CHG ORD
1 & 2/ WTR TANK
PAINT/ ERA
VALDIVIA CONTR
Consent Agenda**

Moved by Sayad, seconded by Walsten, to Approve 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. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-145-23**

**APPROVE AGRMTS/
REIMBURSE FOR S-
CURVE &
ALGONQUIN RD
PRELIM ENG/ UPRR
Consent Agenda**

Moved by Sayad, seconded by Walsten, to Approve Resolution R-145-23, 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. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-146-23**

**ADOPT CDBG PY2023
AAP
Consent Agenda**

Item #7 was removed from the Consent Agenda at the request of Resident Deb Lester.

**Resolution
R-147-23**

Resident Deb Lester expressed her concern with the times of the meetings held in connection to the 2023 CDBG PY2023 AAP, and expressed her opinion on the report regarding barriers to reportable housing.

Moved by Moylan, seconded by Oskerka, to Approve Resolution R-147-23, A RESOLUTION APPROVING THE CITY OF DES PLAINES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR 2023 ANNUAL ACTION PLAN.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Brookman, Walsten, Smith, Charewicz

NAYS: 1 - Sayad

ABSENT: 0 - None

Motion declared carried.

APPROVE
MINUTES
Consent Agenda

Moved by Sayad, seconded by Walsten, to Approve the Minutes of the City Council meeting of July 17, 2023, as published. Motion declared carried as approved unanimously under Consent Agenda.

UNFINISHED
BUSINESS

CONSIDER
AMENDING THE
CITY CODE TO ADD
ONE CLASS “M” LIQ
LIC
Ordinance
M-10-23

Director of Community & Economic Development Carlisle reviewed a memorandum dated March 16, 2023.

Second reading of a Liquor License request for applicant Abraham Gas Mart Inc 1990 Mannheim Rd Class M – Gas Station Retail Only (off-site consumption only) - New Increase from 11 to 12 which was deferred from the 4/17/2023 City Council Agenda pending property repairs.

Advanced to second reading by Brookman, seconded by Sayad, to Adopt the Ordinance M-10-23, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS “M” LIQUOR LICENSE.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

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.

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. 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 violations.

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. The business, 5000 Years Foods, processes kimchi, a fermented vegetable product commonly consumed with Korean cuisine.

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.

The PZB voted 5-2 to recommend approval of the conditional use request.

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.

Advanced to second reading by Charewicz, seconded by Moylan, to Adopt the 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 roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Brookman,
Walsten, Smith, Charewicz

NAYS: 1 - Sayad

ABSENT: 0 - None

Motion declared carried.

APPROVE
APPOINTMENTS TO
THE LIBRARY
BOARD OF
TRUSTEES

LIBRARY BOARD OF TRUSTEES

APPOINTMENTS:

Nazneen Kapadia Term to Expire 7/17/26
Rachel Rice Term to Expire 7/17/26

Resident Earl Wilson gave his opinion of term limits on appointed positions.

Library Board Trustee Lisa Du Brock spoke on behalf of the current Library Board of Trustees and the work in which they have accomplished.

Moved by Walsten, seconded by Moylan, 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).

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad,
Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

APPROVE
REAPPOINTMENTS
TO THE LIBRARY
BOARD OF
TRUSTEES

LIBRARY BOARD OF TRUSTEES

RE-APPOINTMENTS:

Lisa Du Brock Term to Expire 7/17/25
Kristen Graack Term to Expire 7/17/25
Christine Halblander Term to Expire 7/17/25
Dr. Gregory Sarlo Term to Expire 7/17/25

Michelle Shimon Term to Expire 7/17/25

Nicholas Harkovich Term to Expire 7/17/26

Denise Hudec Term to Expire 7/17/26

Moved by Walsten, seconded by Oskerka, 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).

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

NEW BUSINESS

FINANCE & ADMINISTRATION – Alderman Sayad, Chair

WARRANT REGISTER

Resolution R-148-23

Alderman Sayad presented the Warrant Register.

Moved by Brookman, seconded by Walsten, to Approve the Warrant Register of August 7, 2023 in the Amount of \$6,800,269.93 and Approve Resolution R-148-23.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

COMMUNITY DEVELOPMENT – Alderman Moylan, Chair

CONSIDER A CONDITIONAL USE FOR AUTO SERVICE REPAIR AND MOTOR VEHICLE SALES AT 1065 LEE ST

Ordinance Z-18-23

Director of Community & Economic Development Carlisle reviewed a memorandum dated July 20, 2023.

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.

Justpol Automotive is a proposed new auto service repair business. 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.

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. 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. 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.

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. After improvement of the rear parking area, additional parking spaces will be added to the total; however, the petitioner does not have specific plans.

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.

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.

The PZB voted 4-0 to recommend approval of the conditional use request.

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.

Moved by Sayad, seconded by Oskerka, to Approve First Reading of 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).

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad,
Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Advanced to second reading by Sayad, seconded by Brookman, to Adopt the 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).

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad,
Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

CONSIDER
APPROVING A
CONDITIONAL USE
PERMIT FOR A
COMMERCIALY
ZONED ASSEMBLY

Director of Community & Economic Development Carlisle reviewed a memorandum dated July 27, 2023.

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.

**USE AT 81 N.
BROADWAY ST**
Ordinance
Z-19-23

The property at 81 N. Broadway Street is in the C-3 zoning district, along Broadway between Cumberland Circle 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.

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.

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 petitioner intends to utilize the subject property for various uses. The Fire Prevention Bureau reviewed the plans and visited the space. The maximum occupancy load is 73 people.

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:

- 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. 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 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.

The petitioner has submitted a 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 and three on the west side of Broadway. 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.

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.

The PZB voted 6-0 to recommend approval of the conditional use request.

Staff and the PZB recommend the following 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.

Steven Bonica spoke on behalf of the petitioner.

Moved by Moylan, seconded by Oskerka, to Approve First Reading of Ordinance Z-19-23 with an amendment to enact a six-month probationary period upon which it can be revised by the City Council, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A COMMERCIALY ZONED ASSEMBLY USE AT 81 N. BROADWAY STREET, DES PLAINES, ILLINOIS (Case #23-028-CU).

No Vote.

Moved by Brookman, seconded by Smith, a substitute motion to Defer to the next City Council meeting, 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).

Upon voice vote, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Brookman, Walsten, Smith, Charewicz

NAYS: 1 - Sayad

ABSENT: 0 - None

Motion declared carried.

CONSIDER
AMENDING THE
ZONING
ORDINANCE
REGARDING THE
ALLOWANCE OF
PRIVATE SCHOOLS
IN THE C-5 DISTRICT
Ordinance
Z-20-23

Director of Community & Economic Development Carlisle reviewed a memorandum dated July 27, 2023.

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.

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”).

The petitioner is requesting to amend Section 12-7-3.K of the Zoning Ordinance, specifically the Commercial Districts Use Matrix.

The PZB recommended by a 4-0 vote that the City Council approve the proposal as presented by the petitioner.

Moved by Moylan, seconded by Sayad, to Approve First Reading of 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.

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - Oskerka

Motion declared carried.

CONSIDER
APPROVING A
CONDITIONAL USE
PERMIT AND MAJOR
VARIATIONS FOR A
PRIVATE SCHOOL
AT 733 LEE ST.
Ordinance
Z-21-23

Director of Community & Economic Development Carlisle reviewed a memorandum dated July 27, 2023.

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.

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.

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).

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 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. 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.

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. 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 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).

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.

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.

The PZB 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.

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.

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

Moved by Walsten, seconded by Sayad, to Approve First Reading of Ordinance Z-21-23 modified to allow the conditional use to run with the land, 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).

No vote.

Moved by Moylan, seconded by Oskerka, a substitute motion to Approve First Reading of Ordinance Z-21-23 amended to allow the conditional use to run with the land however if there is new ownership or new operator they would have to come back to the City Council in order to continue, and to incorporate their new proposed pick-up plan, 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).

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

CONSIDER
APPROVING A
CONDITIONAL USE
PERMIT FOR A
COMMERCIALY
ZONED ASSEMBLY
USE AT 733 LEE ST
Ordinance
Z-22-23

Director of Community & Economic Development Carlisle reviewed a memorandum dated July 27, 2023.

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 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.

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. 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 floor plans establish a maximum occupancy of 60 people in the second-floor auditorium and 194 in the basement prayer/library area.

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 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).

The PZB 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.

Moved by Moylan, seconded by Oskerka, Approve First Reading of Ordinance Z-21-23 as revised, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A COMMERCIALY ZONED ASSEMBLY USE AT 733 LEE STREET, DES PLAINES, ILLINOIS (Case # 23-038-TA-CU-V).

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

ADJOURNMENT

Moved by Brookman, seconded by Oskerka to adjourn the meeting. Upon voice vote, motion declared carried. The meeting adjourned at 9:48 p.m.

Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS _____

DAY OF _____, 2023

Andrew Goczkowski, MAYOR



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: August 10, 2023

To: Michael G. Bartholomew, City Manager

From: Jonathan Stytz, AICP, Senior Planner (CED) JS

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

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)

Update: At the August 7, 2023 City Council meeting, the Council voted to defer the first-reading consideration of approving Ordinance Z-19-23 to August 21. The approving Ordinance is unchanged from the previous packet. However, the report is revised (i) to clarify the off-street parking minimum under Section 12-9-7 and (ii) to explain the Council's ability through the conditional use standards to evaluate if the petitioner's total parking plan, which combines *on-site* parking with *off-site* parking through lease agreements with other private property owners, is sufficient to grant approval for the desired assemblies.

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.

COMMERCIALLY 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 public parking in the front (currently limited to three hours, Monday-Friday, between 10 a.m. and 6 p.m.) 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 83 Broadway space is an 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 Minimum Requirement

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.

The Council may consider that the parking minimum is a baseline ratio that applies at all days of the week and times of day. The inexact nature of the requirement is part of the reason that commercially zoned assemblies are conditional uses. The Council may find that because of the nature of the proposal and likely spikes in demand and usage to accommodate meetings and events, the baseline agreement is not sufficient. To a certain extent, the petitioner has acknowledged this fact through seeking and obtaining various parking agreements with private property owners in the general area.

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 appears that on regular weekdays from 9 a.m. to 7 p.m. and Saturdays from 9 a.m. to 1 p.m., the off-street parking available on the subject property would be sufficient for their operations. However, the petitioner does indicate that more parking—in addition to the spaces available on the subject property—is necessary on regular weekdays 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 sought private 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). 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 for the proposed assembly use events.

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.

Prior to the staff submittal to City Council, executed parking agreements were submitted for Sites A, D, E, and F, bringing the total off-site parking space count to 56. On August 1, the petitioner submitted to staff the attached executed parking agreement for Site B for eight parking spaces, bringing the total number of off-site parking spaces to 64. The following table summarizes the information for the six off-site locations and the status of 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	Yes
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.

The Council may determine whether the number of available *on-site* and *off-site* parking spaces, as presented by the petitioner, are sufficient for the proposed assembly use and the anticipated events and meetings associated with it. The Conditional Use Standards in Section 12-3-4.E. include factors such as the use being “... *operated ... so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity,*” “...*not hazardous or disturbing to existing neighboring uses...*,” and “... *served adequately by essential public facilities and services such as ... streets*” Note there is a recommended condition to maintain the parking agreements as presented to the City.

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. The PZB voted 6-0 to *recommend approval of* the conditional use request. The Board’s rationale for its recommendation is captured in the excerpt to the approved minutes of the June 27, 2023 meeting.

City Council Action: 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 request, staff and the PZB recommend the following conditions:

Conditions of Approval:

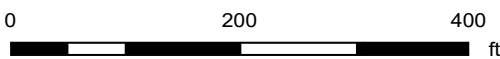
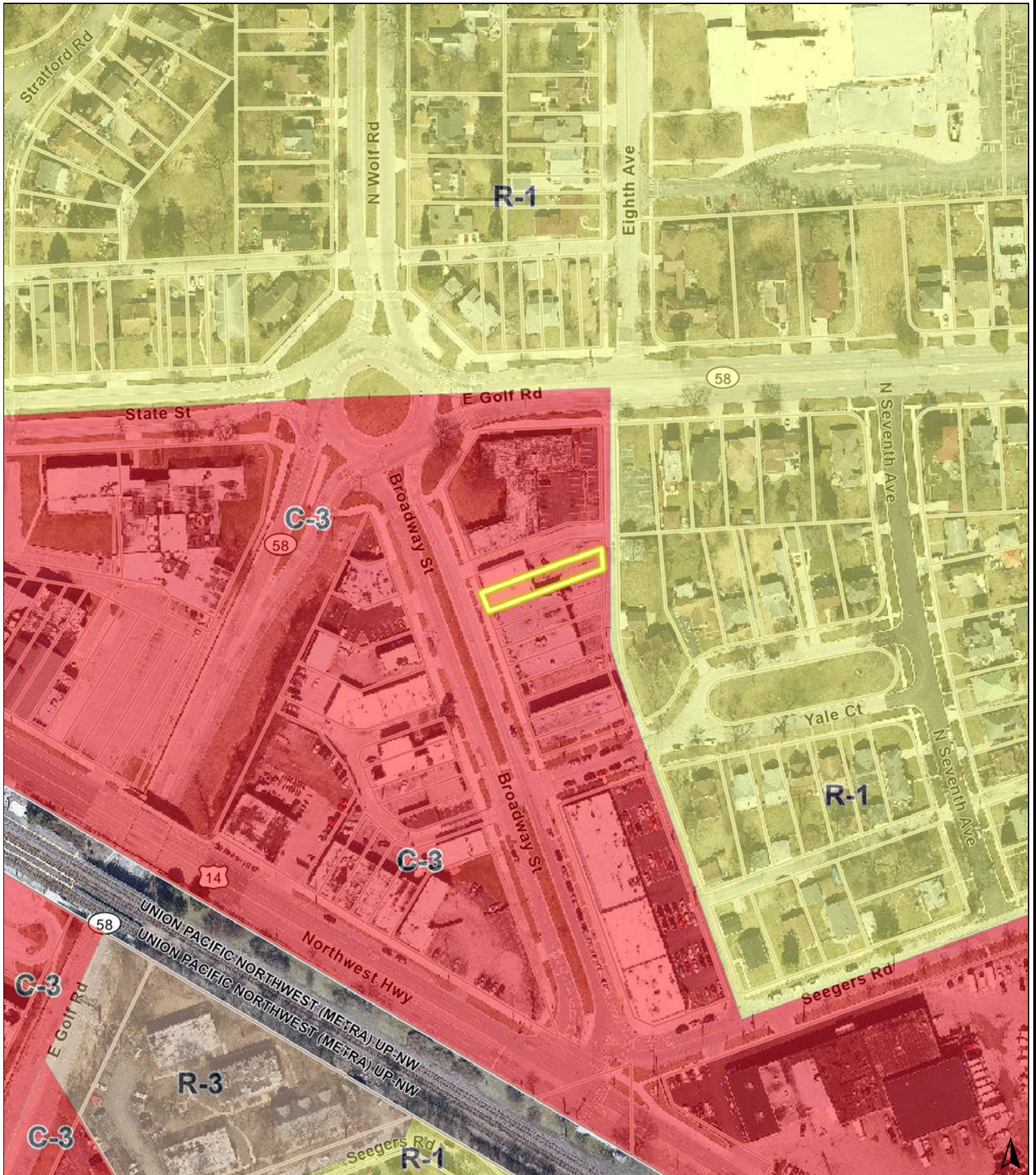
1. The Site Plan must be revised by a design professional and submitted at time of building permit to show the full dimensions of the parking area in conformance with Chapter 9 of the Zoning Ordinance.
2. Petitioner must obtain and maintain executed parking agreements for off-site parking sufficient to accommodate the parking needs for the proposed assembly events. Petitioner must submit copies of all 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 (*Original 7/27/2023; Revised 8/1/2023*)
- 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;

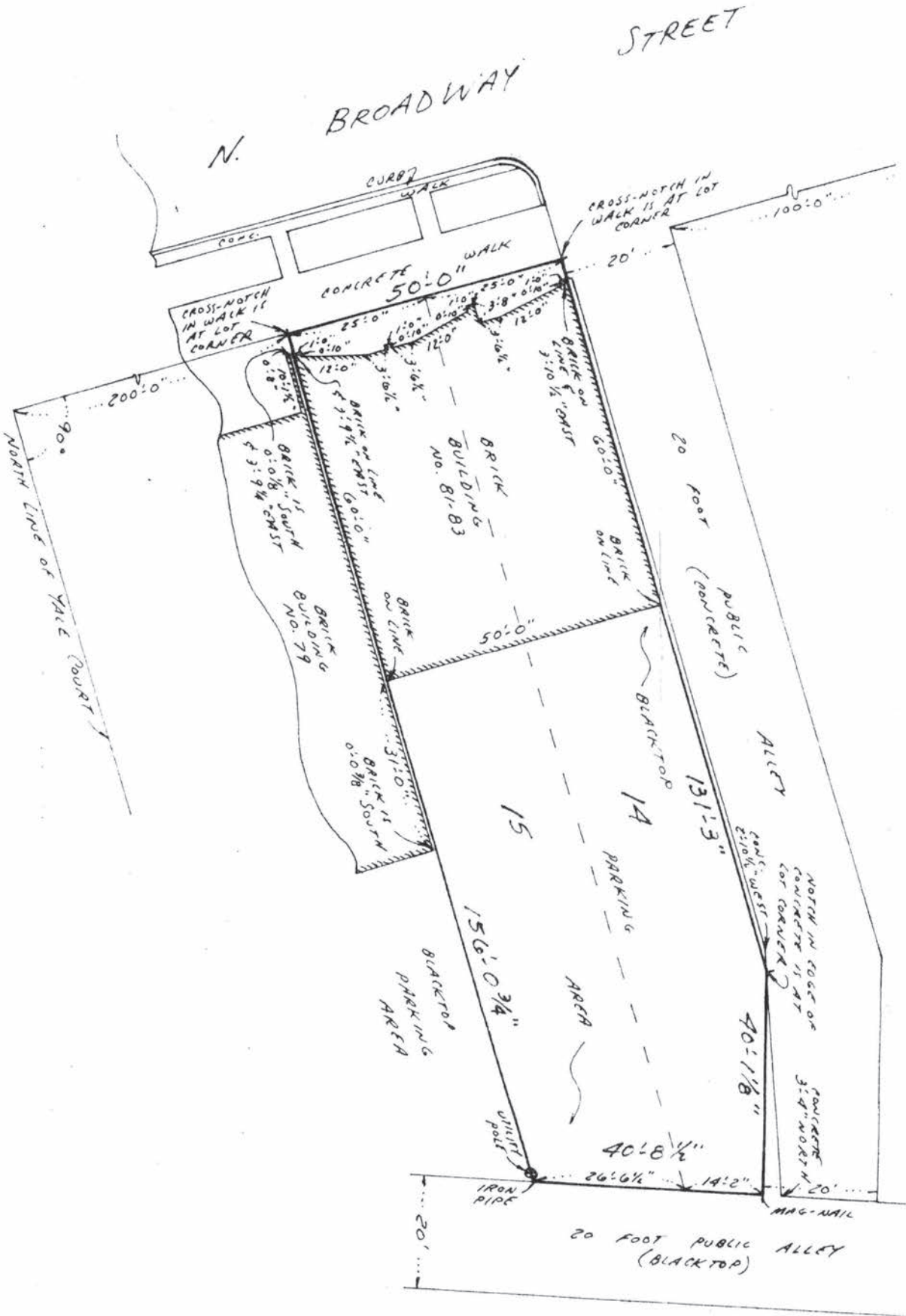
The existing use of the property is currently already designed very well and we will accommodate and comply according to the existing plan, thus we will not create an interference with traffic on surrounding public thoroughfares.

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.

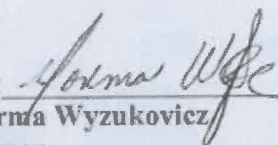
In consideration for occasional use of the Landlord's parking spaces, Tenant hereby agrees to provide advertising and marketing services to Landlord within the Romanian community, in the Romanian Tribune Newspaper (printed and online) promoting the Landlord's business during the duration of this lease.

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.

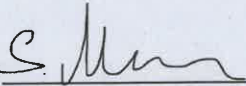
In consideration for occasional use of the Landlord's parking spaces, Tenant hereby agrees to provide advertising and marketing services to Landlord within the Romanian community, in the Romanian Tribune Newspaper (printed and online) promoting the Landlord's business during the duration of this lease.

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

PARKING LOT USE LICENSE AGREEMENT FOR "AFTER BUSINESS HOURS" USE

THIS LICENSE AGREEMENT ("Agreement") is made and entered into as of July 28th 2023 ("Effective Date"), by and between:

LICENSOR: Theodore Virgilio
owner of commercial property located at:
75-79 N. Broadway Street, Des Plaines, IL 60016

and

LICENSEE: Romanian Heritage Center NFP
located at:
81 N. Broadway Street, Des Plaines, IL 60016.

1. **Grant of License.** Licensor hereby grants to Licensee the right, privilege and permission, subject to the terms and provisions of this Agreement, to occupy **seven (7) parking spaces located at 79. N. Broadway Street, Des Plaines, IL 60016.**
2. **Term of license.** This License Agreement shall be for the term of one year commencing on August 1st, 2023 ("commencement date") and ending on July 31st, 2024 ("Term"). This License Agreement shall be automatically extended for an additional year, unless on or before June 30th, 2024 either Party provides to the other written notice of its desire not to automatically renew this Agreement.

Notwithstanding any language in this agreement either party can terminate this agreement at will upon 30 days written notice. Such notice shall be made in writing and delivered to the other party at the above listed address.

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.

3. **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.**
4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.
11. **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.
12. **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.

13. **No Partnership.** Any intention to create a joint venture or partnership between the parties is expressly disclaimed.
14. **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 28th 2023.

LICENSOR:

By: Theodore Virgilio
Theodore Virgilio
Owner
79 N. Broadway Street
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.

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 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





MEDIA OUTREACH - broadcasting on television studio set-up

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

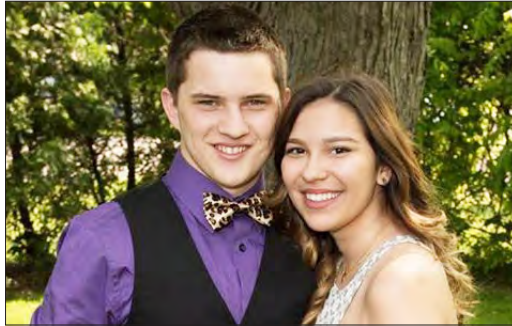


Dennis & Andreea Stoia

- 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



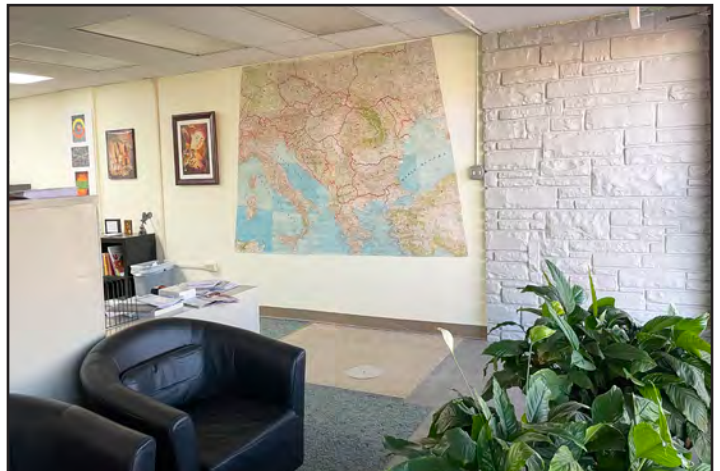
Broadway Street and the Golf Rd. round-about circular intersection have been completely rebuilt in 2019, thus all the new roads and new sidewalks are providing Broadway Street an inviting curb appeal.





new building's interior - pictured "AS IS" at time of purchase

Here are the two areas of the building - prior to renovation work.

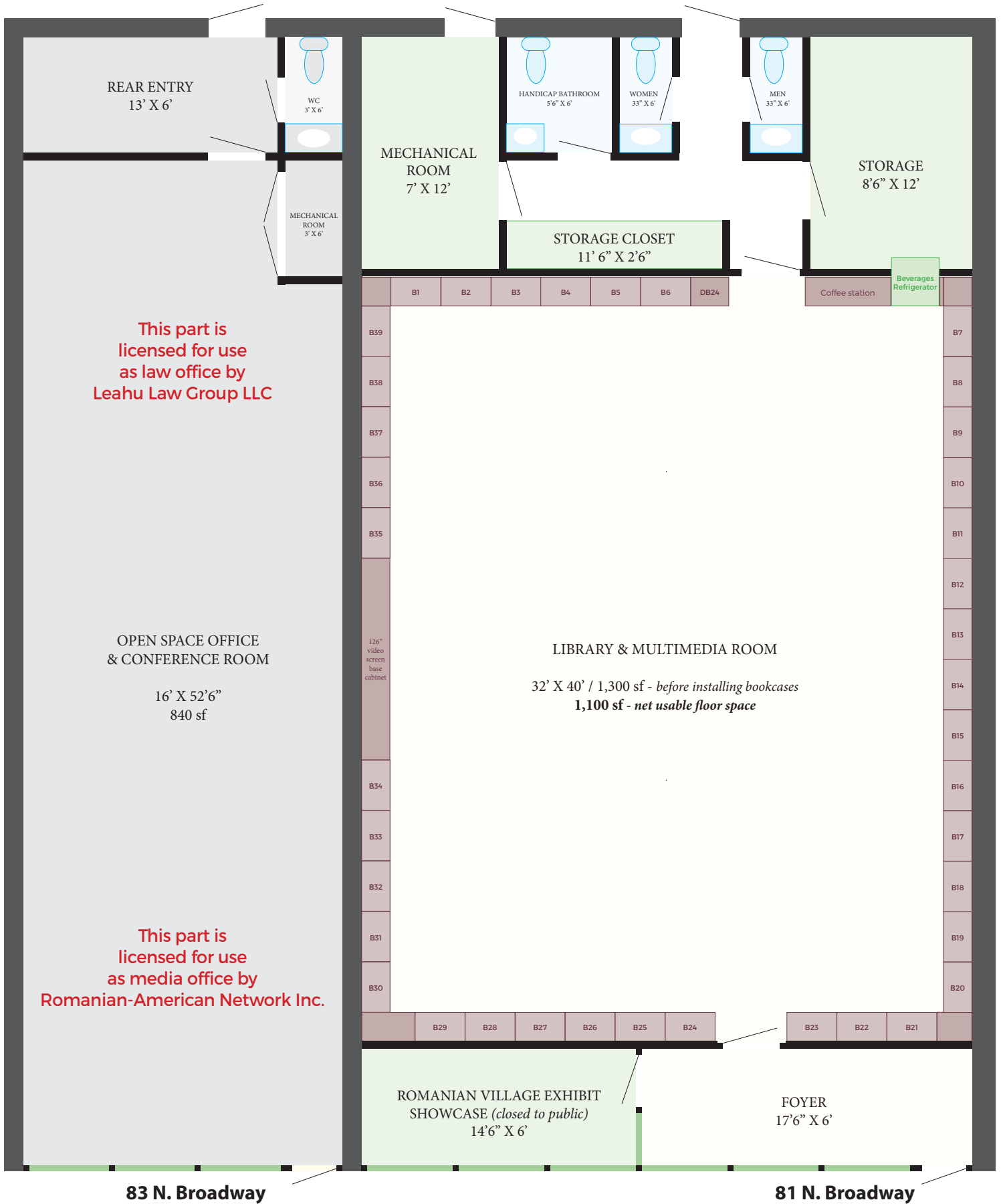


83 N. Broadway (1,000 sf) is now used as the office of the Romanian-American Network Inc. and the Romanian Tribune Newspaper.



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



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

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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

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Fax: +1 312 573 9771
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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



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!

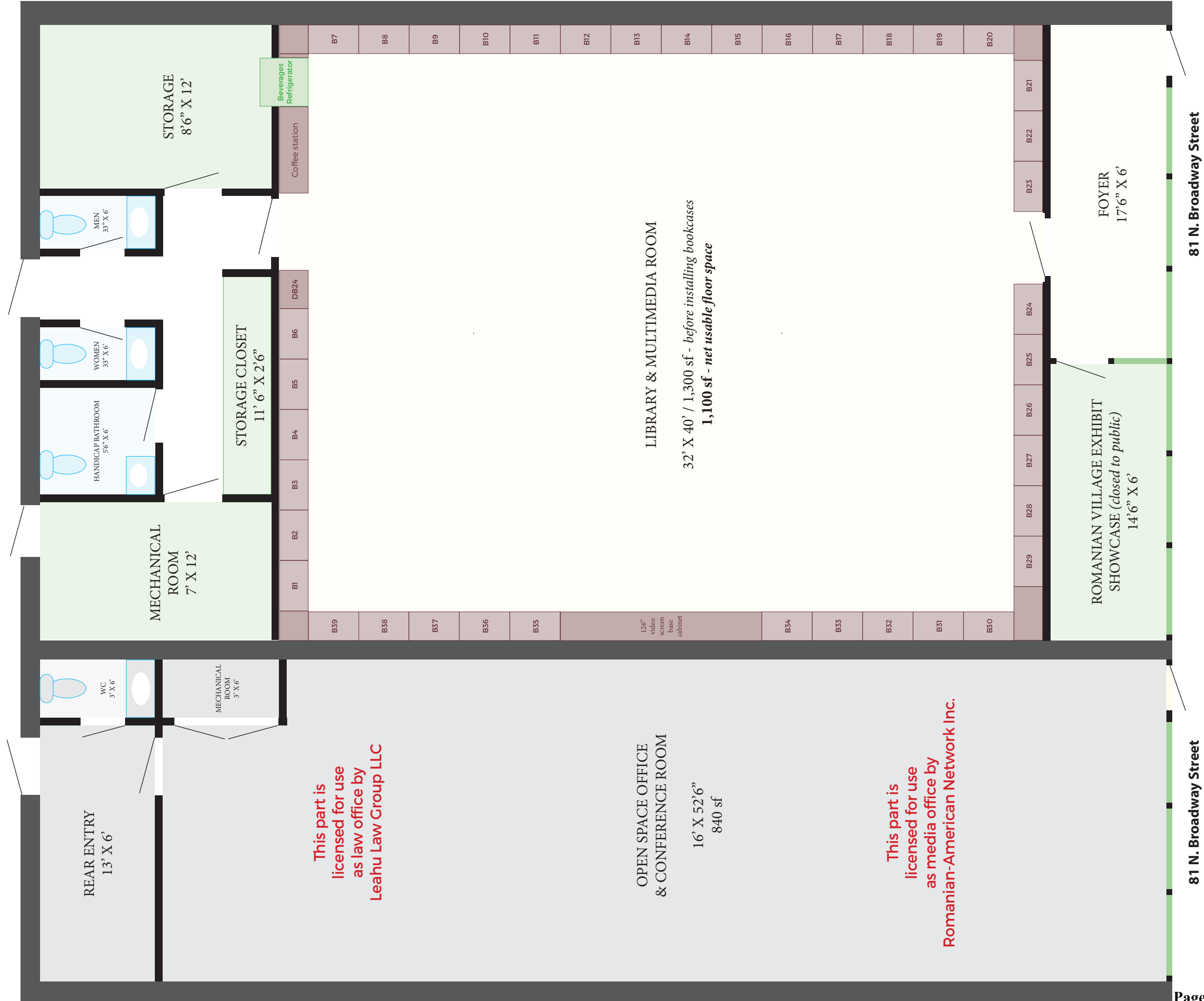
We look forward to welcoming you soon
at the new Romanian Heritage Center!

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 Ghiletschi, 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 CENAACLUL 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 CENAACLUL 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: _____



FINANCE DEPARTMENT

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

MEMORANDUM

Date: August 9, 2023
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-155-23, August 21, 2023, Warrant Register

Recommendation: I recommend that the City Council approve the August 21, 2023, Warrant Register Resolution R-155-23.

Warrant Register.....\$3,113,811.49

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-155-23

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 21, 2023

City of Des Plaines

Warrant Register 08/21/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Elected Office						
Division: 110 - Legislative						
1	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14/07/13/2023	384.53
Total 110 - Legislative					384.53	

Division: 120 - City Clerk						
2	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14/07/13/2023	42.17
Total 120 - City Clerk					42.17	

Total 10 - Elected Office					426.70
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City Administration						
Division: 210 - City Manager						
3	6000	Professional Services	2407 Prescient Solutions	0723101	IT Audit Services	5,000.00
4	6000	Professional Services	8453 Raucci & Sullivan Strategies LLC	4172	Lobbyist Services - August 2023 - R-193-22	5,000.00
5	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	23-14	Administrative Hearings & Traffic Court July 2023	940.00
6	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14/07/13/2023	42.17
Total 210 - City Manager					10,982.17	

Division: 230 - Information Technology						
7	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14/07/13/2023	338.90
8	7005	Printer Supplies	8632 Imaging Essentials Inc	SINV104663	8 Ink Cartridges & 1 Printhead	1,500.57
9	7320	Equipment < \$5,000	1026 CDW LLC	KV31244	Tripp 6-Ft & 25-Ft Cat6 Molded Black Cable	208.00
10	7320	Equipment < \$5,000	1026 CDW LLC	KX98160	Tripp 20-Ft Cat6 Molded Black Cable	8.67
11	7320	Equipment < \$5,000	1026 CDW LLC	KZ10681	Tripp 20-Ft Cat6 Molded Black Cable	26.01
Total 230 - Information Technology					2,082.15	

Division: 240 - Media Services						
12	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14/07/13/2023	247.42
13	6108	Public Relations & Communications	1050 Journal & Topics Newspapers	190762	1/2 Page Ad 07/26/23 for National Night Out Held 08/01/23	600.00
14	6110	Printing Services	1233 Press Tech Inc	51429	1 Box of Business Cards 07/31/2023	30.00
15	7000	Office Supplies	1644 Warehouse Direct Inc	5540766-0	1 Box 11x17 Paper	65.25
Total 240 - Media Services					942.67	

City of Des Plaines

Warrant Register 08/21/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 250 - Human Resources						
16	5340	Pre-Employment Testing	1320 IL State Police	20230601755	Fingerprint Background Check Services June 2023	56.50
17	5340	Pre-Employment Testing	8533 Justifacts Credential Verification	371252	1 Pre-Employment Background Screening 7/15/2023	164.50
18	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	95.86
19	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	4620	Job Posting - Senior Utility Billing Clerk 7/20/2023-8/10/2023	50.00
20	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	4625	Job Posting - Economic Development Manager 7/24/2023-8/18/2023	50.00
21	6100	Publication of Notices	7000 YourMembership.com Inc	R64004232	Job Ad - Maintenance Operator 7/24-8/24/2023	299.00
22	7000	Office Supplies	1644 Warehouse Direct Inc	5537997-0	1 Mouse Pad, 1 Stapler	23.20
Total 250 - Human Resources					739.06	

Total 20 - City Administration	14,746.05
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Department: 30 - Finance						
23	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	136.44
24	7000	Office Supplies	1644 Warehouse Direct Inc	5542084-0	1 Carton of Paper and 6 Notebooks	79.17
25	7200	Other Supplies	8690 ODP Business Solutions LLC	318656133001	10 Black 3" Binders for Budget	117.00
Total 30 - Finance					332.61	

Community Development						
Division: 410 - Building & Code Enforcement						
26	6000	Professional Services	3337 HR Green Inc	165274	Building Inspection & Plan Review Services June 2023	10,482.87
27	6000	Professional Services	5764 GovTempUSA LLC	4224552	Permit Tech Assistance - Clerical Ending 7/16 & 7/23/23	2,261.57
28	6000	Professional Services	6315 B&F Construction Code Services Inc	62254	Plan Review 07/27/2023 Project #1128709 - Solar Panels	225.00
29	6000	Professional Services	6315 B&F Construction Code Services Inc	62255	Plan Review 07/27/2023 Project #1128638	1,095.01
30	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	DP8959	July 2023 - 50 Elevator Inspections	400.00
31	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	595.59
Total 410 - Building & Code Enforcement					15,060.04	

City of Des Plaines

Warrant Register 08/21/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 420 - Planning & Zoning						
32	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	42.17
33	6100	Publication of Notices	1050 Journal & Topics Newspapers	190572	Legal Notice 7/05/2023 for PZB Mtg 7/25/2023	84.64
Total 420 - Planning & Zoning					126.81	

Division: 430 - Economic Development						
34	6000	Professional Services	1199 Spaceco Inc	92548	Task Order 5 for Public Surveying Services 02/26-04/01/2023	3,500.00
35	6000	Professional Services	1199 Spaceco Inc	92969	Task Order 5 for Public Surveying Services Apr 2 to Apr 29, 2023	2,000.00
36	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	42.17
37	6108	Public Relations & Communications	8892 WTWH Media	64180	QSR Sponsored Media 7/13, 7/18 & 07/26/2023	2,250.00
38	7200	Other Supplies	1644 Warehouse Direct Inc	5540038-0	First Aid Kit, Plates and Utensils	86.53
Total 430 - Economic Development					7,878.70	

Total 40 - Community Development					23,065.55
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Public Works & Engineering						
Division: 100 - Administration						
39	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	79.82
40	6040	Waste Hauling & Debris Removal	6988 Lighting Resources LLC	53-17416	Light Bulb Recycling - 07/17/2023	1,507.80
41	6040	Waste Hauling & Debris Removal	6988 Lighting Resources LLC	53-17417	Light Bulb Recycling - 07/13/2023	1,014.80
Total 100 - Administration					2,602.42	

Division: 510 - Engineering						
42	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	162.52
43	7000	Office Supplies	1644 Warehouse Direct Inc	5535127-0	1 Pack of Scotch Tape	17.68
Total 510 - Engineering					180.20	

Division: 520 - Geographic Information Systems						
44	6195	Miscellaneous Contractual Services	1107 Ayres Associates	208725	R-36-23 Task Order No. 2 - Aerial Photography 06/04-07/01/2023	5,000.00
45	6195	Miscellaneous Contractual Services	8481 Linde Gas & Equipment Inc	37234531	Cylinder Rental - 06/20-07/20/2023	1,033.40
46	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	6557	R-205-22 Geographic Information System Support 07/01-07/31/2023	18,540.00
Total 520 - Geographic Information Systems					24,573.40	

City of Des Plaines

Warrant Register 08/21/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Division: 530 - Street Maintenance					
47	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G129000005435 Toll Fees - 04/01/2023-06/30/2023	67.35
48	6015	Communication Services	1552 Verizon Wireless	9939567062 Communication Service 06/14-07/13/2023	275.36
49	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	121106 4.0 Loads Broken Asphalt/Grindings Disposal - 07/12/2023	520.00
50	6195	Miscellaneous Contractual Services	2016 Signarama	43972 250 No Parking Signs - Leaf Season 07/20/2023	987.50
51	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5804 Holiday Banner Removal & Winter Banner Install-01/18-01/19/2023	2,320.00
52	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5805 Holiday Banner Removal & Winter Banner Install-01/20-01/21/2023	2,180.00
53	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5831 Winter Banner Removal & Spring/Sum Banner Install-4/11-4/12/2023	2,360.00
54	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5832 Winter Banner Removal & Spring/Sum Banner Install-4/13-4/14/2023	2,180.00
55	7000	Office Supplies	1644 Warehouse Direct Inc	5536617-0 Pens, Rubberbands, Pocket Files, Copy Paper - PW	18.04
56	7000	Office Supplies	1644 Warehouse Direct Inc	5536617-1 Pocket Files - PW	12.75
57	7000	Office Supplies	1644 Warehouse Direct Inc	5542419-0 File Folders, Notebook, Ink Stamp, Paper - PW	20.71
58	7020	Supplies - Safety	1520 Russo Power Equipment	SPI20324107 Premixed Fuel & Arborist Helmet	129.99
59	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	19672 4 Rolls Stretch Wrap	107.96
60	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	20370 Cable Ties	43.96
61	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	43038 Siding Nailer	319.00
62	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SPI20324107 Premixed Fuel & Arborist Helmet	209.98
63	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	4264 4 Gaskets	14.36
64	7035	Supplies - Equipment R&M	1043 WW Grainger Inc	9765734729 Pintle Hook Mount	88.56
65	7050	Supplies - Streetscape	1057 Menard Incorporated	20110 2 Bags Pothole Patch	23.94
66	7055	Supplies - Street R&M	1732 Traffic Control & Protection Inc	115338 Yellow Traffic Tape	144.75
67	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	120997 4.72 Tons Asphalt - Main Break Restorations - 07/11/2023	311.52

City of Des Plaines

Warrant Register 08/21/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
68	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	121793	17.46 Tons Asphalt - Main Break Restorations - 07/20/2023	1,152.36
69	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	121886	36.28 Tons Asphalt - Main Break Restorations - 07/21/2023	2,394.48
70	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	122176	4.22 Tons Asphalt - Sewer Repairs - 07/26/2023	282.74
71	7055	Supplies - Street R&M	4177 Uline Inc	165562608	4 Fifty-Five Gallon Water Drums for Weight on Large Zoning Signs	383.35
72	7055	Supplies - Street R&M	1057 Menard Incorporated	20336	Lag Screws, Gas, Premix, Safety Knives, Scrapers	53.98
73	7200	Other Supplies	1057 Menard Incorporated	20457	Spring Snaps & Ropes	110.78
74	7300	Uniforms	2067 Cutler Workwear	PS-INV022415	2 Pairs Quartermaster Boots - Uniforms	323.90
75	7300	Uniforms	2067 Cutler Workwear	PS-INV022499	2 Pairs Quartermaster Boots - Uniforms	359.90
Total 530 - Street Maintenance					17,397.22	

Division: 535 - Facilities & Grounds Maintenance						
76	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G129000005435	Toll Fees - 04/01/2023-06/30/2023	67.35
77	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	175.55
78	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	31158	Custodial Services - 7 Buildings - Aug 2023, R-156-22	8,240.00
79	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1166957	Pest Control - Fire Station #61 - 07/19/2023	100.00
80	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1166959	Pest Control - Fire Station #62 - 07/19/2023	100.00
81	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1166962	Pest Control - Fire Station #63 - 07/19/2023	100.00
82	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1166967	Pest Control - Food Pantry - 07/19/2023	100.00
83	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1166970	Pest Control - PW - 07/19/2023	100.00
84	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4161987425	Mat Service - Metra Train Station - 07/19/2023	38.28
85	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4162513380	Mat Service - Police Station - 07/25/2023	138.77
86	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4162513381	Mat Service - Metra Train Station - 07/25/2023	38.28
87	6315	R&M Buildings & Structures	8772 Helm Service	CHI191431	HVAC Repair - City Hall - 04/16 & 05/11/2023, R-228-22	1,071.00
88	6315	R&M Buildings & Structures	8772 Helm Service	CHI191906	2.5 Ton RTU Replacement - Fire Station #63 - 07/14/2023	14,116.00

City of Des Plaines

Warrant Register 08/21/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
89	6315	R&M Buildings & Structures	8772 Helm Service	CHI191907	HVAC Repair - Maple St - 07/13/2023, R-228-22	660.00
90	6315	R&M Buildings & Structures	8772 Helm Service	CHI191914	2023 HVAC Repair - Metra Train Station - 07/12/2023, R-228-22	198.00
91	6315	R&M Buildings & Structures	8049 Cross Points Sales Inc	P 80960	Fire Alarm Repairs - Fire Station #63 - 06/29/2023	1,475.58
92	7000	Office Supplies	1644 Warehouse Direct Inc	5534799-0	2 Cartons Copy Paper - PW	49.50
93	7000	Office Supplies	1644 Warehouse Direct Inc	5536617-0	Pens, Rubberbands, Pocket Files, Copy Paper - PW	18.04
94	7000	Office Supplies	1644 Warehouse Direct Inc	5536617-1	Pocket Files - PW	12.75
95	7000	Office Supplies	1644 Warehouse Direct Inc	5542419-0	File Folders, Notebook, Ink Stamp, Paper - PW	20.71
96	7025	Supplies - Custodial	1057 Menard Incorporated	20331	3 Bottles Hand Soap	3.72
97	7025	Supplies - Custodial	1029 Cintas Corporation	4161987616	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	163.33
98	7025	Supplies - Custodial	1029 Cintas Corporation	4162513510	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	288.86
99	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	20341	2 Caulk Guns	21.94
100	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	4364	Tool Bag	26.97
101	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	4611396	Drill Tap Tool Kit	21.00
102	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	4307	C Batteries	12.59
103	7045	Supplies - Building R&M	1057 Menard Incorporated	20026	House Wrap, Staples, Seam Tape - DP History Center	48.45
104	7045	Supplies - Building R&M	1057 Menard Incorporated	20046	Flashing, Epoxy Syringe, Aluminum Tape, Etc. - DP History Center	324.98
105	7045	Supplies - Building R&M	1057 Menard Incorporated	20086	Flashing, Towels, Gloves, Hammer Loop, Etc. - DP History Center	213.82
106	7045	Supplies - Building R&M	1057 Menard Incorporated	20168	Trim & Polyurethane Sealant - DP History Center	93.89
107	7045	Supplies - Building R&M	1057 Menard Incorporated	20310	Roller Grid, Fram, Brushes, Roof Edge, Etc. - DP History Center	88.10
108	7045	Supplies - Building R&M	1057 Menard Incorporated	20340	Returned Siding - DP History Center	(85.44)
109	7045	Supplies - Building R&M	1057 Menard Incorporated	20366	Returned Roof Edge - DP History Center	(39.95)
110	7045	Supplies - Building R&M	1057 Menard Incorporated	20508	Emergency Light & LED Bulbs - PW	76.98

City of Des Plaines

Warrant Register 08/21/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
111	7045	Supplies - Building R&M	1057 Menard Incorporated	20555	Light Bulbs - Fire Station #61	181.86
112	7045	Supplies - Building R&M	1057 Menard Incorporated	20562	LED Bulbs Return - Fire Station #61	(39.99)
113	7045	Supplies - Building R&M	1057 Menard Incorporated	20563	Ballast - Fire Station #61	27.99
114	7045	Supplies - Building R&M	1057 Menard Incorporated	20685	Electrical Supplies - Fire Station #61	70.23
115	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2600772	6 Mini Paint Rollers - PW	11.34
116	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4611395	Photo Cell - PW	20.98
117	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	4686-7	Paint - DP History Center	71.27
118	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6071330	RTU Repair Parts - PW	116.23
119	7045	Supplies - Building R&M	5214 State Industrial Products	902993801	Primezyme - City Hall	324.50
120	7045	Supplies - Building R&M	1043 WW Grainger Inc	9753803692	Eye Wash Station - Fire Station #63	60.79
121	7045	Supplies - Building R&M	1043 WW Grainger Inc	9787515619	Light Bulbs - Fire Station #61	175.69
122	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/065169	Relay Door - DP Theater - 07/26/2023	45.56
123	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/065177	Reducing Bushing - PW	6.39
124	7140	Electricity	1033 ComEd	0169072100-07/23	Electricity Service 06/06-07/05/2023	36.19
125	7140	Electricity	1033 ComEd	0459113083-07/23	Electricity Service 06/13-07/13/2023	4,896.25
126	7140	Electricity	1033 ComEd	0801154263-07/23	Electricity Service 06/05-07/05/2023	25.79
127	7140	Electricity	1033 ComEd	2685017085-07/23	Electricity Service 06/05-07/05/2023	75.47
128	7140	Electricity	1033 ComEd	4974385007-07/23	Electricity Service 06/08-07/10/2023	24.46
129	7140	Electricity	1033 ComEd	4974507003-07/23	Electricity Service 06/05-07/05/2023	461.59
130	7140	Electricity	1033 ComEd	5310485089-07/23	Electricity Service 06/05-07/05/2023	73.90
131	7140	Electricity	1033 ComEd	5310487056-07/23	Electricity Service 06/05-07/05/2023	164.74
132	7140	Electricity	1033 ComEd	5310488160-07/23	Electricity Service 06/05-07/05/2023	23.48
133	7140	Electricity	1033 ComEd	5310489194-07/23	Electricity Service 06/05-07/05/2023	23.48
134	7140	Electricity	1033 ComEd	5310490044-07/23	Electricity Service 06/05-07/05/2023	124.05
135	7140	Electricity	1033 ComEd	5310491292-07/23	Electricity Service 06/05-07/05/2023	23.48
136	7140	Electricity	1033 ComEd	5310492075-07/23	Electricity Service 06/05-07/05/2023	23.48

City of Des Plaines

Warrant Register 08/21/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
137	7140	Electricity	1033 ComEd	5310494104-07/23	Electricity Service 06/05-07/05/2023	23.48
138	7140	Electricity	1033 ComEd	5310495085-07/23	Electricity Service 06/05-07/05/2023	75.55
139	7140	Electricity	1033 ComEd	5310649010-07/23	Electricity Service 06/05-07/05/2023	23.65
140	7140	Electricity	1033 ComEd	5310666020-07/23	Electricity Service 06/05-07/05/2023	1,157.53
141	7145	Water/Sewer	1031 Des Plaines, City of	71110082-307/23	Utility Service - 1460 Miner - 05/31-06/30/2023	141.14
Total 535 - Facilities & Grounds Maintenance					36,549.60	

Division: 540 - Vehicle Maintenance						
142	5310	Membership Dues	1435 Municipal Fleet Managers Assoc	23-020	MFMA 2023 Annual Membership Dues - Fleet Foreman	50.00
143	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	136.67
144	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2546641	9 Tires Recycled - 07/19/2023	71.40
145	6135	Rentals	1029 Cintas Corporation	4162008605	Mechanic's Uniform Rental - 07/19/2023	231.68
146	6135	Rentals	1029 Cintas Corporation	4162742393	Mechanic's Uniform Rental - 07/26/2023	231.68
147	6190	Tow/Storage/Abandoned Fees	5874 Suburban Towing & Recovery Inc	168544	Tow Service - PW 5138 - 07/14/2023	310.50
148	6190	Tow/Storage/Abandoned Fees	5874 Suburban Towing & Recovery Inc	168545	Tow Service - PW 2026 - 07/14/2023	162.00
149	6305	R&M Equipment	3157 Nemeth Glass of Illinois Inc	178059	Windshield Replacement Labor - PW 5033 - 07/26/2023	245.00
150	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	23536	All Wheel Alignment - Police 6073 - 07/18/2023	130.00
151	6310	R&M Vehicles	1575 Pirtek O'Hare	OH-T00025610	Assembled Hose - PW 5093 - 07/25/2023	99.53
152	7000	Office Supplies	1644 Warehouse Direct Inc	5536617-0	Pens, Rubberbands, Pocket Files, Copy Paper - PW	18.04
153	7035	Supplies - Equipment R&M	1564 EJ Equipment Inc	P10012	Spindle Nuts & Spindle Locks - PW 5097	127.34
154	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W12084	Windshield & Weather Strip - PW 5033	519.48
155	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	101285617	Tubing, Plugs, Electrical Connections, Blades, Etc. - PW Stock	472.73
156	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-161145	Air Filter - Fire 7610	34.59
157	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-162037	2 Brake Rotors - Police 6091	105.00
158	7040	Supplies - Vehicle R&M	1501 Foster Coach Sales Inc	26004	Ambulance Repair Parts	618.15

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
159	7040	Supplies - Vehicle R&M	1501 Foster Coach Sales Inc	26105	Battery Tray Lock - Fire Stock	45.93
160	7040	Supplies - Vehicle R&M	1501 Foster Coach Sales Inc	26142	Chrome Handle	295.47
161	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280150795	2 Steer Tires - Fire 7603	1,327.74
162	7040	Supplies - Vehicle R&M	8481 Linde Gas & Equipment Inc	37071809	Oxygen & Argon - PW Stock	353.89
163	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1339594	2 Control Arms - Police 6088	307.98
164	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1340034	2 Control Arms - Police 6909	307.98
165	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1340539	Brake Kit, Geomet, Etc.	179.99
166	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1340595	Brake Quiet & High Tack - Fire 7702	26.28
167	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	555398P	Tail Light & Bulbs - PW 5131	288.92
168	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	555803P	Intake Throttle & Gasket - Police 6918	102.10
169	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	555860P	3 Washer Hoses - Police 6086 & Police Stock	54.60
170	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	556265P	Throttle Body & Gasket - Police 6089	102.10
171	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	867332	13 Filters - PW Stock	126.02
172	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	867382	5 Qts Engine Oil - Fire 7610	16.99
173	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	867518	Filters - PW Stock	290.66
174	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	867641	2 Alternator Belts - Fire 7706	63.46
175	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	867740	Filters & Radiator Caps - Fire 7707	126.68
176	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	868388	Brake Pads & Rotors - Police Stock	509.05
177	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	868389	Brake Pads & Rotors - Police 6071	509.05
178	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	868507	Hose & Fittings - PW 5093	31.24
179	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	868548	6 Batteries & Cores - Fire 7603	1,040.76
180	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	868552	Hose Fittings - PW 5093	40.94
181	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	888350	Power Take Off Unit Parts - Police 6073	99.67
182	7040	Supplies - Vehicle R&M	5823 Interstate Power Systems Inc	C042067250:01	Nox Sensor - Fire 7607	444.80
183	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P23483	3 LED Lights - Fire 7609	60.88
184	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P23585	Ladder Joystick Controller - Fire 7801	1,643.49

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
185	7040	Supplies - Vehicle R&M	2437 Waterous Company	P2S9024 001	Intake Manifold & Gaskets - Fire 7603	242.86
186	7040	Supplies - Vehicle R&M	2437 Waterous Company	P2S9161 001	Seals & O Rings - Fire 7603	100.27
187	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101118933:01	ICU Cluster & Core - Fire 7707	1,063.76
188	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101122922:01	Coolant Hoses & Clamps - Fire Stock	93.95
189	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101123779:01	2 Air Bags - Fire Stock	368.40
190	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101123891:01	3 Air Bags - Fire 7706 & Fire Stock	556.53
191	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101123906:01	Stabilizer, Bushings, & Washers - Fire Stock	329.13
192	7120	Gasoline	8331 Avalon Petroleum Company Inc	474871	5,001 Gals Unleaded Gasoline - 07/14/2023, R-162-22	12,559.21
193	7130	Diesel	8331 Avalon Petroleum Company Inc	031149	2,000 Gals Bio Diesel Fuel - 07/14/2023, R-162-22	3,951.49
194	7320	Equipment < \$5,000	1450 Terrace Supply Co	0071016652	Welding Wire Spools - PW Shop	116.82
195	7320	Equipment < \$5,000	1043 WW Grainger Inc	9779066936	3 Bumper Stops - PW Shop	44.97
Total 540 - Vehicle Maintenance					31,387.85	

Total 50 - Public Works & Engineering	112,690.69
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Police Department						
Division: 100 - Administration						
196	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	178.68
Total 100 - Administration					178.68	

Division: 610 - Uniformed Patrol						
197	5325	Training	1261 North East Multiregional Training	331340	Police Cyclist Course 7/17-7/20/2023 (2 Ofc)	350.00
198	5325	Training	1261 North East Multiregional Training	331614	Basic FTO Class 7/17-7/21/2023 (2 Ofc)	510.00
199	5325	Training	8915 On-Target Solutions Group	3817	Crime Scene Tech Certification Seminar 8/18-9/1/2023 (1 ET)	850.00
200	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	2,217.23
201	7200	Other Supplies	8243 Mallory Safety & Supply LLC	5680108	3 Cases of Nitrile Gloves	318.60
Total 610 - Uniformed Patrol					4,245.83	

Division: 620 - Criminal Investigation						
202	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	895.69
203	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	36.01

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
204	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	07346083	Investigations Database 6/26-7/25/2023	164.60
205	7300	Uniforms	5705 Artistic Engraving	21400	Detective Star (2)	282.66
206	7320	Equipment < \$5,000	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	413.72
Total 620 - Criminal Investigation					1,792.68	

Division: 630 - Support Services						
207	6015	Communication Services	8484 PTS Communications Inc	2108841	3 Public Pay Phones Monthly Fee 8/1-8/31/2023	228.00
208	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	441.70
209	6110	Printing Services	1142 Copysset Printing Company	62617	4000 Police Report/Business Cards 07/10/2023	316.00
210	6110	Printing Services	1142 Copysset Printing Company	62632	1000 Arrest Jackets 7/10/2023	850.00
211	6185	Animal Control	1266 Northwest Animal Hospital PC	00471271	9 Stray Animal Impoundment May 2023	2,938.78
212	6185	Animal Control	1266 Northwest Animal Hospital PC	00471272	Stray Animal Impoundment June 2023 Credit	(684.50)
213	6195	Miscellaneous Contractual Services	8566 Andy Frain Services Inc	341929	2023 Crossing Guard Services 6/1-6/30/2023	1,543.20
214	6345	R&M Police Range	5635 Weber Group Management Inc	WG23-281	Lead Removal of Police Range 07/21/2023	7,370.00
215	7000	Office Supplies	1644 Warehouse Direct Inc	5541980-0	Erasers, Paper Clips, Napkins, Labels	34.37
216	7200	Other Supplies	1644 Warehouse Direct Inc	5541980-0	Erasers, Paper Clips, Napkins, Labels	15.56
217	7500	Postage & Parcel	1566 UPS Store The	08/01/2023	Delivery Service 07/24-08/01/2023	23.68
218	7525	Meals	1076 Sam's Club Direct	3514A	Prisoner Meals: (6) Juice (12) Hot Pocket	270.44
Total 630 - Support Services					13,347.23	

Total 60 - Police Department	19,564.42
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Fire Department						
Division: 100 - Administration						
219	5320	Conferences	7653 Brooks, James	Fire 7/21/23	Fuel Purchase During ImageTrend Conference 7/21/23	37.27
220	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	345.04
221	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	62.42
222	7320	Equipment < \$5,000	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	413.72
Total 100 - Administration					858.45	

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 710 - Emergency Services						
223	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	993.43
224	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	792.22
225	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-23-08	R-141-13 Monthly Dispatch Service August 2023	66,587.00
226	6195	Miscellaneous Contractual Services	8263 Eagle Engraving Inc	2023-2007	Retirement Axe and Engraving 03/17/2023 - Battalion Chief	312.00
227	6305	R&M Equipment	1080 Air One Equipment Inc	195918	Mandatory 4-Year Hydrostatic Testing 07/21/2023	2,754.00
228	6315	R&M Buildings & Structures	1525 Hastings Air-Energy Control Inc	PS-I0002562	Service Call @ Sta 63 - Repaired Lower Hose & Grabber 07/05/2023	1,798.00
229	7025	Supplies - Custodial	1043 WW Grainger Inc	9771270429	3 Canisters Laundry Detergent	119.61
230	7025	Supplies - Custodial	1043 WW Grainger Inc	9771270437	3 Canisters Laundry Detergent	119.61
231	7025	Supplies - Custodial	1043 WW Grainger Inc	9785947822	10 Bottles Vehicle Protectant	83.20
232	7200	Other Supplies	1043 WW Grainger Inc	9771270411	2 Packs of Stainless Steel	50.98
233	7300	Uniforms	3212 On Time Embroidery Inc	113716	1 Cap, 2 Shirts - Paramedic	44.00
234	7300	Uniforms	3212 On Time Embroidery Inc	113999	4 Polos - Paramedic	184.00
235	7300	Uniforms	3212 On Time Embroidery Inc	114000	3 Polos - Engineer	138.00
236	7300	Uniforms	3212 On Time Embroidery Inc	114001	4 Polos - Paramedic	184.00
237	7300	Uniforms	3212 On Time Embroidery Inc	114002	Polo - Paramedic	54.00
238	7300	Uniforms	3212 On Time Embroidery Inc	114043	28 Polo Shirts - Quartermaster Stock	1,352.00
239	7300	Uniforms	3212 On Time Embroidery Inc	114147	18 Polo Shirts - Quartermaster Stock	548.00
240	7300	Uniforms	3212 On Time Embroidery Inc	114722	3 Shirts - Paramedic	48.00
241	7320	Equipment < \$5,000	1080 Air One Equipment Inc	195859P	2 Pairs Firefighter Boots	1,101.00
242	7320	Equipment < \$5,000	1080 Air One Equipment Inc	196062	4 Helmets, 10 Safety Glasses	1,541.00
243	7320	Equipment < \$5,000	1291 Elevated Safety LLC	INV00003974	3 Helmets, Clips, Ropes, Etc.	1,333.51
244	7500	Postage & Parcel	1566 UPS Store The	08/01/2023	Delivery Service 07/24-08/01/2023	13.92
Total 710 - Emergency Services					80,151.48	

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 720 - Fire Prevention						
245	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	245.79
Total 720 - Fire Prevention					245.79	

Division: 730 - Emergency Management Agency						
246	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	32.38
Total 730 - Emergency Management Agency					32.38	

Total 70 - Fire Department					81,288.10
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Department: 75 - Fire & Police Commission						
247	5340	Pre-Employment Testing	1320 IL State Police	20230601755	Fingerprint Background Check Services June 2023	423.75
Total 75 - Fire & Police Commission					423.75	

Total 100 - General Fund					252,537.87
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Fund: 230 - Motor Fuel Tax Fund						
248	6000	Professional Services	7355 Soil & Material Consultants Inc	49126	2023 CIP Construction Material Testing Services 05/19-06/28/2023	2,373.00
249	7140	Electricity	1033 ComEd	0193753007-07/23	Electricity Service 06/08-07/10/2023	87.98
250	7140	Electricity	1033 ComEd	0237106099-07/23	Electricity Service 06/05-07/05/2023	201.17
251	7140	Electricity	1033 ComEd	0392121005-07/23	Electricity Service 06/05-07/05/2023	93.58
252	7140	Electricity	1033 ComEd	0445091056-07/23	Electricity Service 06/05-07/05/2023	226.64
253	7140	Electricity	1033 ComEd	0725000037-07/23	Electricity Service 06/06-07/06/2023	28.91
254	7140	Electricity	1033 ComEd	1273119011-07/23	Electricity Service 06/06-07/06/2023	1,552.88
255	7140	Electricity	1033 ComEd	1521117181-07/23	Electricity Service 06/05-07/05/2023	242.12
256	7140	Electricity	1033 ComEd	2493112068-07/23	Electricity Service 06/05-07/05/2023	36.38
257	7140	Electricity	1033 ComEd	2607132134-07/23	Electricity Service 06/02-07/03/2023	183.71
258	7140	Electricity	1033 ComEd	2644104014-07/23	Electricity Service 06/02-07/03/2023	158.07
259	7140	Electricity	1033 ComEd	2901166089-07/23	Electricity Service 06/05-07/05/2023	641.08
260	7140	Electricity	1033 ComEd	2943015087-07/23	Electricity Service 05/19-06/20/2023	15,359.76
261	7140	Electricity	1033 ComEd	3471079047-07/23	Electricity Service 06/05-07/05/2023	27.60
262	7140	Electricity	1033 ComEd	6045062008-07/23	Electricity Service 06/05-07/05/2023	50.58

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
263	7160	Ice Control	6461 Compass Minerals America Inc	1202256 Bulk Rock Salt - 07/24/2023, R-181-22	11,184.09
264	7160	Ice Control	6461 Compass Minerals America Inc	1202731 Bulk Rock Salt - 07/25/2023, R-181-22	19,483.41
265	7160	Ice Control	6461 Compass Minerals America Inc	1203206 Bulk Rock Salt - 07/26/2023, R-181-22	36,832.22
Total 230 - Motor Fuel Tax Fund					88,763.18

Fund: 240 - CDBG Fund						
266	6570	Subsidy - Residential Rehab	1264 North West Housing Partnership	HRP -78 -7/26/23	Home Repair Program - B-22-MC-17-0009 EN 1/30/23-7/26/23	1,308.96
267	6570	Subsidy - Residential Rehab	3694 Ziggy Professional Painting Inc	HRP -78 -7/26/23	Home Repair Program - B-22-MC-17-0009 EN 1/30/23-7/25/23	13,150.00
Total 240 - CDBG Fund					14,458.96	

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
268	6005	Legal Fees	8052 Bulthuis Realty Consultants Inc	20220044	Legal Fees Ballard Rd Sidepath-2250 Ballard Rd 05/05/2022	250.00
269	8100	Improvements	1364 Martam Construction	14432	HMGP Phase 5 Demo 7/10-7/15/23-1300 River Dr -Pay Est 01-Final	24,880.00
Total 2520 - Capital Grants					25,130.00	

Total 250 - Grant Projects Fund					25,130.00
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Fund: 400 - Capital Projects Fund						
270	6000	Professional Services	1079 AECOM Technical Services Inc	2000782246	Task Order No. 6 - 2023 CIP Summer Intern 3/21-6/30/2023	12,294.02
271	6000	Professional Services	8492 TranSystems Corporation	4142457-12	R-171-21 Ph 1 Eng Srv- Algonquin Rd Grade Sep 5/20-6/16/23	3,272.20
272	6000	Professional Services	1123 Christopher B Burke Engineering LTD	OE4U312-4	R-51-23 - Oakton St Sidepath Construction Eng 05/28-06/24/23	28,451.55
273	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	280.55
Total 400 - Capital Projects Fund					44,298.32	

Fund: 410 - Equipment Replacement Fund						
Department: 60 - Police Department						
274	8015	Equipment	1045 Havey Communications	12456	Task Order # 2 Police Squad Up-Fitting, Squad 68 8/2/2023	8,034.80
Total 60 - Police Department					8,034.80	

Total 410 - Equipment Replacement Fund					8,034.80
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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 420 - IT Replacement Fund					
275	6140	Leases	5109 Konica Minolta Premier Finance	5026027553 Konica Minolta Lease 08/21-09/20/2023	7,304.18
276	8000	Computer Software	4715 SHI International Corporation	B17119423 KnowBe4 Security Awareness Training 07/18/2023-07/17/2024	7,792.00
277	8005	Computer Hardware	1035 Dell Marketing LP	10688782800 5 Dell 3340 Laptops for City Use	5,209.40
278	8005	Computer Hardware	1322 Insight Public Sector	1101076915 2 Cannon ImageFormula DR-G2100 Scanners	8,600.00
Total 420 - IT Replacement Fund					28,905.58

Fund: 430 - Facilities Replacement Fund					
279	6000	Professional Services	1112 Architectural Consulting Group LTD	C23-343 TO#3 Roof Assessments - 15 City Buildings - 08/03/2023	23,550.00
280	6315	R&M Buildings & Structures	7371 Gilco Scaffolding Company LLC	17095 Scaffold Deck & Chute Rental - 05/30-06/26/2023 - Leela Building	700.00
281	6315	R&M Buildings & Structures	7371 Gilco Scaffolding Company LLC	17096 Debris & Chute Rental - 05/30-06/26/2023 - Leela Building	100.00
282	8100	Improvements	7713 Camosy Incorporated	PDAAdditionP#4 CH/PD Link & PD Addition - Pay App #4- 07/01-07/31/2023, R-55-23	441,835.00
Total 430 - Facilities Replacement Fund					466,185.00

Fund: 500 - Water/Sewer Fund					
Non Departmental					
Division: 510 - Engineering					
283	6015	Communication Services	1552 Verizon Wireless	9939567062 Communication Service 06/14-07/13/2023	42.17
Total 510 - Engineering					42.17

Division: 550 - Water Systems					
284	5325	Training	1576 Illinois Section American Water Works Association	200079545 Watercon - Water Superintendent - 03/14/2023	100.00
285	5325	Training	1576 Illinois Section American Water Works Association	200079564 Watercon - Water Foreman - 03/15/2023	100.00
286	6015	Communication Services	1552 Verizon Wireless	9939567062 Communication Service 06/14-07/13/2023	844.05
287	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	216561 IEPA Testing - 07/05-07/28/2023	1,590.80
288	6305	R&M Equipment	6992 Core & Main LP	S864054 Sensus Transceiver Replacement - Howard - 07/21/2023	2,010.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
289	6305	R&M Equipment	6992 Core & Main LP	T082738 Sensus Transceiver Replacement - Howard - 07/21/2023	10,000.00
290	6305	R&M Equipment	6992 Core & Main LP	T262641 Sensus Transceiver Replacement - Howard - 07/21/2023	200.00
291	7000	Office Supplies	1644 Warehouse Direct Inc	5534799-0 2 Cartons Copy Paper - PW	49.50
292	7000	Office Supplies	1644 Warehouse Direct Inc	5536617-0 Pens, Rubberbands, Pocket Files, Copy Paper - PW	18.04
293	7000	Office Supplies	1644 Warehouse Direct Inc	5536617-1 Pocket Files - PW	12.94
294	7000	Office Supplies	1644 Warehouse Direct Inc	5542419-0 File Folders, Notebook, Ink Stamp, Paper - PW	20.74
295	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	4303 Mineral Oil, Tape Measure, Screwdrivers, Etc.	150.79
296	7035	Supplies - Equipment R&M	6224 Bumper to Bumper	408-1340386 Lift Support - PW 3026	25.99
297	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	867853 4 Spark Plugs - Water Stock	7.72
298	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	HY4324 Rain Seal Kit - PW 9026	110.00
299	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W11950 Service & Repair Manuals - PW 9067	656.73
300	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_344241 2 QR1 Valves - PW 9032	60.48
301	7040	Supplies - Vehicle R&M	4330 City Limits Systems Incorporated	12664 Truck Wash Soap - PW	305.78
302	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	555479P 2 Fuel Caps - PW Water Stock	50.62
303	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	867516 3 Batteries & 3 Core Deposits - PW 9031	520.38
304	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1125758 Orbit Knob & Key - Howard Shed	50.15
305	7045	Supplies - Building R&M	1057 Menard Incorporated	20448 Struts, Cotter Pins, Washers - Maple PS	57.70
306	7045	Supplies - Building R&M	1057 Menard Incorporated	20455 Cover Plate & Orbit Knob - Howard Shed	50.76
307	7045	Supplies - Building R&M	1057 Menard Incorporated	20461 LED Bulbs - Maple	74.99
308	7045	Supplies - Building R&M	1057 Menard Incorporated	20492 Mag Nut Driver, Blade, Tapcon, Etc. - Maple PS	75.96
309	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	4884-3 Paint - Howard Shed	67.21
310	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10497318 1.5 Cu Yds Top Soil - 07/27/2023	48.00
311	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	20203A Green Treated 4X4s for Bracing	183.70

City of Des Plaines

Warrant Register 08/21/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
312	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	20395	6 Sheets OSB, Screws, Lumber - Maple Pump Station	244.11
313	7070	Supplies - Water System Maintenance	3530 Mid-American Water	218838A	4 Couplings - Water Main Repairs	1,308.00
314	7070	Supplies - Water System Maintenance	3530 Mid-American Water	261048W	6 Couplings - Water Main Repairs	1,962.00
315	7070	Supplies - Water System Maintenance	3530 Mid-American Water	261056W	3 Pressure Gauges	156.00
316	7070	Supplies - Water System Maintenance	1437 Des Plaines Material & Supply LLC	534503	PVC Pipe	134.40
317	7070	Supplies - Water System Maintenance	1437 Des Plaines Material & Supply LLC	534627	PVC Fittings	223.06
318	7070	Supplies - Water System Maintenance	1072 Prairie Material	891082234	2.0 Cu Yds Concrete - Repairs - 07/07/2023	352.50
319	7070	Supplies - Water System Maintenance	1072 Prairie Material	891082243	2.0 Cu Yds Asphalt - Repairs - 07/07/2023	352.50
320	7070	Supplies - Water System Maintenance	1072 Prairie Material	891103246	1.0 Cu Yd Concrete - Repairs - 07/21/2023	176.25
321	7070	Supplies - Water System Maintenance	2313 City Electric Supply Company (CES)	DEP/001908	Conduit & Elbows - Fire Station #63	338.57
322	7070	Supplies - Water System Maintenance	2313 City Electric Supply Company (CES)	DEP/065060	Conduit & Elbows - Fire Station #63	1,530.07
323	7070	Supplies - Water System Maintenance	2313 City Electric Supply Company (CES)	NTB/057102	Conduit, Elbows, Nipples, Couplings - Fire Station #63	1,077.40
324	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T142343	6 Repair Clamps	2,110.00
325	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T290378	Valve Box Riser	318.00
326	7120	Gasoline	8331 Avalon Petroleum Company Inc	474871	5,001 Gals Unleaded Gasoline - 07/14/2023, R-162-22	1,834.85
327	7130	Diesel	8331 Avalon Petroleum Company Inc	031149	2,000 Gals Bio Diesel Fuel - 07/14/2023, R-162-22	466.99
328	7140	Electricity	1033 ComEd	0718079040-07/23	Electricity Service 06/05-07/05/2023	57.90
329	7140	Electricity	1033 ComEd	2382141015-07/23	Electricity Service 06/05-07/05/2023	42.03
330	7140	Electricity	1033 ComEd	2902009038-6/23A	Electricity Service 06/01-06/30/2023	66.22
331	7140	Electricity	1033 ComEd	3526170000-6/23A	Electricity Service 06/01-06/30/2023	46.67
332	7140	Electricity	1033 ComEd	4436122006-07/23	Electricity Service 06/13-07/13/2023	5,742.08
333	7140	Electricity	1033 ComEd	5646761001-6/23A	Electricity Service 06/01-06/30/2023	23.73
334	7140	Electricity	1033 ComEd	6152054027-07/23	Electricity Service 06/02-07/03/2023	10,297.39
335	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	69954	10 Units of Chlorine Gas	2,529.05

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
336	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	70143	Chlorine Tank Deposits Returned 07/19/2023	(100.00)
337	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	70525	Chlorine Tank Rental - 06/27-07/30/2023	192.50
338	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	70526	Chlorine Tank Rental - 06/27-07/30/2023	231.00
Total 550 - Water Systems					49,156.30	

Division: 560 - Sewer Systems						
339	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	530.93
340	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	114.06
341	6195	Miscellaneous Contractual Services	7922 US Geological Survey	91084757	Algonquin Rd River Gauge Maintenance 01/01-12/31/23 (Yr 1 of 3)	3,700.00
342	6195	Miscellaneous Contractual Services	2808 IL Environmental Protection Agency	ILM580026(A)2023	Annual Combine Sewer Overflow Permit 07/01/2023-06/30/2024	5,000.00
343	6195	Supplies - Sewer System Maintenance	8471 Dura Bilt Fence Company II Inc	14438	Fence Installed - Sewer Dig - 07/11/2023	1,595.00
344	6300	R&M Software	1145 Cues	970000911	Annual Software Support - 08/20/2023-08/19/2024	3,108.00
345	7000	Office Supplies	1644 Warehouse Direct Inc	5536617-0	Pens, Rubberbands, Pocket Files, Copy Paper - PW	18.04
346	7000	Office Supplies	1644 Warehouse Direct Inc	5536617-1	Pocket Files - PW	12.75
347	7000	Office Supplies	1644 Warehouse Direct Inc	5542419-0	File Folders, Notebook, Ink Stamp, Paper - PW	20.71
348	7040	Supplies - Vehicle R&M	4330 City Limits Systems Incorporated	12664	Truck Wash Soap - PW	305.78
349	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	20445	Tarp, Nails, Tape, Boards for Curb Installation	172.48
350	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	541041	12 Manhole Blocks	78.00
351	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	891111619	1.5 Cu Yds Concrete - Repairs - 07/27/2023	264.38
352	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	891111623	1.0 Cu Yds Concrete - Sewer Repair - 07/27/2023	176.25
353	7075	Supplies - Sewer System Maintenance	5214 State Industrial Products	902967992	Block Worx Grease Control	660.00
354	7120	Gasoline	8331 Avalon Petroleum Company Inc	474871	5,001 Gals Unleaded Gasoline - 07/14/2023, R-162-22	999.01
355	7130	Diesel	8331 Avalon Petroleum Company Inc	031149	2,000 Gals Bio Diesel Fuel - 07/14/2023, R-162-22	713.32
356	7140	Electricity	1033 ComEd	0096017042-07/23	Electricity Service 06/05-07/05/2023	540.94
357	7140	Electricity	1033 ComEd	0575134020-6/23A	Electricity Service 06/01-06/30/2023	50.64

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
358	7140	Electricity	1033 ComEd	0640144010-07/23	Electricity Service 06/05-07/05/2023	37.27
359	7140	Electricity	1033 ComEd	0762050019-07/23	Electricity Service 06/06-07/06/2023	22.45
360	7140	Electricity	1033 ComEd	2038128006-07/23	Electricity Service 06/01-07/05/2023	62.84
361	7140	Electricity	1033 ComEd	2148094073-07/23	Electricity Service 06/06-07/06/2023	55.97
362	7140	Electricity	1033 ComEd	3240002012-07/23	Electricity Service 06/23-07/25/2023	534.82
363	7140	Electricity	1033 ComEd	3461136053-07/23	Electricity Service 06/02-07/03/2023	38.35
364	7140	Electricity	1033 ComEd	3526009006-07/23	Electricity Service 06/05-07/05/2023	87.29
365	7140	Electricity	1033 ComEd	3657136067-07/23	Electricity Service 06/05-07/05/2023	79.97
366	7140	Electricity	1033 ComEd	3773008060-6/23A	Electricity Service 06/01-06/30/2023	36.56
367	7140	Electricity	1033 ComEd	4995025051-07/23	Electricity Service 06/02-07/03/2023	27.47
368	7140	Electricity	1033 ComEd	5060090016-07/23	Electricity Service 06/06-07/06/2023	112.64
369	7140	Electricity	1033 ComEd	5814097012-07/23	Electricity Service 06/05-07/05/2023	29.76
370	7140	Electricity	1033 ComEd	6331089024-6/23A	Electricity Service 06/01-06/30/2023	154.23
371	7320	Equipment < \$5,000	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	1,629.96
Total 560 - Sewer Systems					20,969.87	

Division: 580 - CIP - Water/Sewer						
372	6000	Professional Services	2506 Trotter & Associates Inc	21882	TO#19 Con Phase Svcs Water Sys Sep - 05/29-06/30/2023, R-48-22	1,255.00
373	6000	Professional Services	2506 Trotter & Associates Inc	21883	TO#23 Cons Srvc Maple Pump Replace - 05/29-06/30/2023, R-169-22	753.00
374	6000	Professional Services	2506 Trotter & Associates Inc	21884	TO#1 Sup Svcs Water Model & Misc Ser-05/29-06/30/2023, R-218-22	3,338.00
375	6000	Professional Services	2506 Trotter & Associates Inc	21885	TO#2 Prelim Design Central PS Elec Imp-05/29-06/30/2023, R-85-23	10,468.00
376	6000	Professional Services	2506 Trotter & Associates Inc	21886	TO#3 Water Modeling - 05/29-06/30/2023, R-218-22	4,836.50
377	6000	Professional Services	4022 M E Simpson Co Inc	40726	TO#9 Leak Detection - 07/17/2023, R-62-23	15,275.00
Total 580 - CIP - Water/Sewer					35,925.50	

Total 00 - Non Departmental					106,093.84
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City of Des Plaines

Warrant Register 08/21/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Department: 30 - Finance						
378	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	69.02
379	6025	Administrative Services	7615 Sebis Direct Inc	69734	Utility Bill Rendering Services - Drop Date 07/19/2023	1,868.83
Total 30 - Finance					1,937.85	

Total 500 - Water/Sewer Fund	108,031.69
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Fund: 510 - City Owned Parking Fund						
380	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	310091325001	TO #5 Engineering Services - Parking Decks - 03/31-04/27/2023	8,800.00
381	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	310091325002	TO#5 Engineering Services - Parking Decks - 05/26-06/29/2023	4,000.00
382	6320	R&M Parking Lots	8729 Otis Elevator Company	100401255409	Elevator Inspections - Civic Parking Deck-08/01/2023-01/31/2024	2,100.00
383	7060	Supplies - Parking Lots	1057 Menard Incorporated	20150	Security Bit Set - Library Parking Deck	6.49
384	7060	Supplies - Parking Lots	1057 Menard Incorporated	20154	LED Lights - Library Parking Deck	27.98
385	7060	Supplies - Parking Lots	8283 Banner Plumbing Supply Company LLC	2951894	2 Vacuum Breakers - Civic Deck	59.93
386	7060	Supplies - Parking Lots	1043 WW Grainger Inc	9786821190	Fuse - Civic Deck	29.28
387	7060	Supplies - Parking Lots	2313 City Electric Supply Company (CES)	DEP/064382	Pipe Strap	4.73
388	7140	Electricity	1033 ComEd	0354464001-07/23	Electricity Service 06/05-07/05/2023	1,138.79
389	7140	Electricity	1033 ComEd	2239082030-07/23	Electricity Service 06/05-07/05/2023	1,023.46
390	7140	Electricity	1033 ComEd	4722388001-07/23	Electricity Service 06/05-07/05/2023	19.55
391	7140	Electricity	1033 ComEd	4791127023-07/23	Electricity Service 06/06-07/05/2023	731.33
392	7140	Electricity	1033 ComEd	5310303000-07/23	Electricity Service 06/05-07/05/2023	178.73
Total 510 - City Owned Parking Fund					18,120.27	

Fund: 520 - Metra Leased Parking Fund						
393	6015	Communication Services	1552 Verizon Wireless	9939567062	Communication Service 06/14-07/13/2023	72.02
394	7140	Electricity	1033 ComEd	5222730006-6/23A	Electricity Service 06/01-06/30/2023	76.77
Total 520 - Metra Leased Parking Fund					148.79	

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 600 - Risk Management Fund					
395	6000	Professional Services	8874 Ready Rebound Inc	2825 Consulting-Orthopedic Patient Navigator Contract August 2023	951.05
Total 600 - Risk Management Fund					951.05

Fund: 700 - Escrow Fund					
396	2221	Taste of Des Plaines	1532 Des Plaines Chamber of Commerce & Industry	23814 Volunteer Donation for 2023 Taste of Des Plaines 06/17/23	2,500.00
397	2231	Escrow - Harvest Hoot	6018 A Moon Jump 4-U Incorporated	16855103 Deposit for Inflatable and Game at Harvest Hoot on 10/14/23	948.69
398	2430	Escrow - Police Items	1320 IL State Police	20230601755 Fingerprint Background Check Services June 2023	113.00
399	2460	Refundable Bonds	8904 Acme Developers Inc	Refund 3/15/2023 Bond Refund - 885 S. Warrington	5,000.00
400	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	190494 Legal Notice 6/21/2023 for PZB Mtg 7/11/2023	126.97
401	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	190494 Legal Notice 6/21/2023 for PZB Mtg 7/11/2023	126.97
402	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	190572 Legal Notice 7/05/2023 for PZB Mtg 7/25/2023	84.65
403	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	190572 Legal Notice 7/05/2023 for PZB Mtg 7/25/2023	84.65
404	2493	Escrow - CED Development	1041 Federal Express	8-196-70349 Overnight Legal Document Shipping 07/17/2023	148.76
405	2493	Escrow - CED Development	8911 Romanian Heritage Center	Refund 7/24/2023 Escrow Refund - 69 Broadway	419.22
Total 700 - Escrow Fund					9,552.91

Grand Total					1,065,118.40
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City of Des Plaines

Warrant Register 08/21/2023

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Department: 00 - Non Departmental					
406	4160	Real Estate Transfer Tax	8909 Kurzaj, Szczepan & Magdalena	Refund 07/27/23 Real Estate Transfer Tax Refund 07/27/2023	316.00
Total 00 - Non Departmental					316.00
Elected Office					
Division: 120 - City Clerk					
407	6120	Recording Fees	1139 Cook County of Illinois	29002282023R Rec Fee for RDA & Easement M/I Homes 02/23/23-Replaces Ck 148308	368.00
Total 120 - City Clerk					368.00
Total 10 - Elected Office					368.00
City Administration					
Division: 260 - Health & Human Services					
408	6545	Subsidy - Social Service Agency	3913 NAMI National Alliance of Mental Illness	SSF 2023R 2023 Social Service Funding R-82-23 - Replaces Ck 148609	4,685.89
Total 260 - Health & Human Services					4,685.89
Total 20 - City Administration					4,685.89
Public Works & Engineering					
Division: 535 - Facilities & Grounds Maintenance					
409	7110	Natural Gas	1064 Nicor	06/14/23 x451619 Natural Gas Service 05/15-06/13/2023	69.66
410	7110	Natural Gas	1064 Nicor	06/14/23 x465297 Natural Gas Service 05/15-06/13/2023	265.99
411	7110	Natural Gas	1064 Nicor	07/14/23 x451619 Natural Gas Service 06/14-07/13/2023	65.24
412	7110	Natural Gas	1064 Nicor	07/14/23 x465297 Natural Gas Service 06/14-07/13/2023	187.61
Total 535 - Facilities & Grounds Maintenance					588.50
Total 50 - Public Works & Engineering					588.50
Police Department					
Division: 630 - Support Services					
413	6015	Communication Services	1032 Comcast	07/06/2023 x7069 Internet/Cable Service 07/10- 08/09/2023	104.95
Total 630 - Support Services					104.95
Total 60 - Police Department					104.95
Fire Department					
Division: 730 - Emergency Management Agency					
414	6015	Communication Services	1032 Comcast	07/22/2023 x6716 Internet/Cable Service Aug 2023	63.30
Total 730 - Emergency Management Agency					63.30
Total 70 - Fire Department					63.30

City of Des Plaines

Warrant Register 08/21/2023

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Department: 90 - Overhead					
415	6015	Communication Services	1032 Comcast	07/20/2023 x6732	Internet/Cable Service Aug 2023 63.30
416	6015	Communication Services	1032 Comcast	178006493-8482	Internet/Cable Service 07/15-08/14/2023 1,575.00
417	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100163 43	Internet/Cable Service 07/21-08/20/2023 661.37
418	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100163 43	Internet/Cable Service 07/21-08/20/2023 407.41
419	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100163 43	Internet/Cable Service 07/21-08/20/2023 98.00
420	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100163 43	Internet/Cable Service 07/21-08/20/2023 370.00
421	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100163 43	Internet/Cable Service 07/21-08/20/2023 370.00
422	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100163 43	Internet/Cable Service 07/21-08/20/2023 591.00
423	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100163 43	Internet/Cable Service 07/21-08/20/2023 795.00
424	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100163 43	Internet/Cable Service 07/21-08/20/2023 500.00
Total 90 - Overhead					5,431.08
Total 100 - General Fund					11,557.72
Fund: 500 - Water/Sewer Fund					
Division: 550 - Water Systems					
425	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100163 43	Internet/Cable Service 07/21-08/20/2023 280.00
426	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100163 43	Internet/Cable Service 07/21-08/20/2023 320.00
Total 550 - Water Systems					600.00
Division: 560 - Sewer Systems					
427	6195	Miscellaneous Contractual Services	6463 Manhard Consulting Ltd	80050R	Water Quality Testing 11/1/22-4/28/23 Replaces ACH 13691 6,425.00
Total 560 - Sewer Systems					6,425.00
Total 500 - Water/Sewer Fund					7,025.00
Fund: 700 - Escrow Fund					
428	2460	Refundable Bonds	8832 D&J Hospitality Inc	Refund 3/14/23R	Bond Refund - 1551 Touhy-2018-01100030-Replaces Ck 148312 5,000.00
Total 700 - Escrow Fund					5,000.00
Grand Total					23,582.72

City of Des Plaines

Warrant Register 08/21/2023

Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,065,118.40	**	8/21/2023
Manual Checks	\$ 23,582.72	**	7/28/2023
Payroll	\$ 1,358,442.59		8/11/2023
RHS Payout	\$ -		
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ -		
Chicago Water Bill ACH	\$ -		
Postage Meter Direct Debits	\$ -		
Utility Billing Refunds	\$ -		
Debt Interest Payment	\$ -		
IMRF Payments	\$ -		
Employee Medical Trust	\$ 666,667.78		8/1/2023
Total Cash Disbursements:	<u>\$ 3,113,811.49</u>		

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Twenty-First 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: August 10, 2023

To: Michael G. Bartholomew, City Manager

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

Cc: Emily Shaw, Management Analyst

Subject: Discuss Business Assistance Request from Proposed Restaurant:
Hot Pot 757 at 1417-1425 Ellinwood (“The Welkin”) (2nd Ward)

Issue: Hot Pot 757, an Asian-fare barbecue and hot pot restaurant, is proposing to locate at 1417 Ellinwood in a large portion of the ground-floor commercial space in The Welkin, the mixed-use development also known as 1425 Ellinwood. The business owners are requesting a total of \$350,000 in business assistance through two components: (i) a \$100,000 Business Assistance Program (BAP) GROWTH grant toward build-out and (ii) a sales tax sharing agreement through which the City would rebate half of the municipal sales tax collected for the business’s first five years, up to a cap of \$250,000.

Analysis: Applicant Yun Lin of Hot Pot 757, a brand with locations in Virginia but none yet in Illinois, is asking the City Council to approve a GROWTH grant – provided as a lump reimbursement after competition of build-out construction – for \$100,000 toward \$780,000 of identified, eligible project expenses under the adopted BAP guidelines. As listed in the attached contractor quote from Chicago-based Newtech Engineering, the project includes components such as a hood system (\$150,000), waterline installation (\$150,000), electrical wiring (\$150,000), duct work (\$50,000), refrigeration and freezer (\$130,000), and restrooms (\$150,000). The \$780,000 is not comprehensive for the entire project cost but instead isolates the proposed work by the identified contractor. Because the BAP guidelines allow an award to cover up to 50 percent of eligible project costs, \$100,000 would fall well within that threshold, and therefore the \$780,000 quote amount is sufficient to demonstrate eligibility for the award. The project budget indicates an 8-12-month project with a target opening in April 2024.

Additionally, the applicant is proposing the City agree to rebate 1 percent of the total 2 percent of municipal sales tax for the first five years of operation, up to a maximum amount, or cap, of \$250,000. The applicant has provided sales projections showing Year 1 gross sales of \$5 million, which would generate \$100,000 in municipal sales tax, half of which (or 1 percent of gross sales) is \$50,000. The projections assume an annual 5 percent increase in gross sales.

The attached business plan articulates the concept for the restaurant and why they are choosing downtown Des Plaines and The Welkin specifically. The plan identifies risk in launching the first location in the area, a challenge that could be aided with an award. Nonetheless, the submission notes the experience of the partners and operators, who have operated other restaurant brands in Chicagoland.

The Council's current five-year strategic plan calls for adding and retaining restaurants in the downtown area, which this award would contribute toward. At nearly 9,000 square feet, the footprint is substantial and will be able to serve a wide variety of customers at different times and for different purposes (i.e, lunch, dinner, etc.) Their establishment should contribute toward the additional evening activity envisioned for downtown Des Plaines.

City Council Direction: The Council may discuss and indicate a consensus to support all, some, or none of the assistance request from Hot Pot 757. The Council may consider the total assistance amount and the proposed breakdown and structure (\$100,000 in a grant + up to \$250,000 over five years in tax sharing = up to \$350,000 total).

The grant award is a reimbursement and would be disbursed all at once at the time of (or in close succession to) initial opening. The expense would be expected to be drawn from the Fiscal Year 2024 budget. The sharing (partial rebate) of sales tax would be based on revenue not yet generated and does not require a budget allocation.

Staff requests direction on which components of business assistance (i.e. resolution approving grant, resolution approving sales tax sharing agreement and agreement itself) to prepare for formal consideration.

Attachments:

Attachment 1: Cover Letter, Application, Business Plan

Attachment 2: Project Budget and Contractor Quote

Attachment 3: Lease Agreement

Village of Des Plaines
1420 Miner Street, Des Plaines, Illinois
Des Plaines, IL 60016

Subject: Grant Request for "Growth" Initiative and Sales Tax Rebate

Dear John Carlisle,

I hope this letter finds you in good health and high spirits. I am representing the team behind HotPot 757. I am writing to express my sincere interest in applying for the "Growth" Grant offered by the Village of Des Plaines. As a proactive and committed member of the business community, I firmly believe that this grant will not only enhance the local economy but also bring about substantial positive changes in our area.

As an owner of HotPot 757, I have witnessed firsthand the immense potential our community holds for further growth and development. With the right support and resources, we can unlock this potential and create an environment that fosters economic prosperity, employment opportunities, and community well-being.

We have carefully reviewed the grant guidelines and requirements outlined by the Village of Des Plaines, and believe that our vision aligns perfectly with the objectives of the "Growth" Grant. The financial assistance of \$100,000, coupled with a 50% sales tax rebate capped of either five years or \$250,000 in value, will significantly contribute to the expansion of my business and enable me to implement innovative strategies for long-term success.

The proposed grant funds will be utilized to address key areas crucial for growth, including but not limited to:

1. **Technological Advancement:** With the grant funds, we aim to build-out our infrastructure, incorporating state-of-the-art technologies that will streamline operations, optimize efficiency, and improve service quality. This will enable us to remain competitive in an ever-evolving market.
2. **Community Engagement:** We are dedicated to being an active participant in the local community. The grant will further enable us to organize community events, support local charities, and initiate initiatives that foster collaboration and unity

among residents and businesses alike. This will create a strong sense of pride and cohesion within Des Plaines.

The requested sales tax rebate will enable us to address the following pressing needs:

1. **Retention of Skilled Workforce:** With the tax rebate, we can allocate additional resources towards employee wages and benefits, ensuring that we retain our skilled workforce despite the financial challenges restaurants are facing across the nation. This will help preserve jobs and support the livelihoods of our dedicated employees.
2. **Marketing and Innovation:** We intend to allocate a portion of the rebate towards marketing campaigns and innovation initiatives that will help us regain our market share, attract new customers, and remain competitive in an evolving business landscape. This will allow us to adapt to changing consumer demands and revitalize our revenue streams.

In conclusion, I am confident that with the "Growth" Grant and the proposed sales tax rebate, we can maximize our potential for success and contribute significantly to the economic development of Des Plaines. I am prepared to provide any additional information or documentation required to support my application and discuss the details further.

Thank you for considering my request. I look forward to the opportunity of discussing my proposal with you and demonstrating how this investment will yield substantial returns for both my business and the Village of Des Plaines as a whole.

Yours sincerely,

Yun Lin
Hotpot 757



DES PLAINES BUSINESS ASSISTANCE PROGRAM APPLICATION

Applicant Name: HOT POT 757 CH INC.

Business/Property Name: HOT POT 757

Address: 319 59th St Willowbrook, IL 60527

Business Phone: ~~917-280-8885~~ 917-669-8373 Alternative Phone: _____

Email: ~~guzozhen@maxix.com~~ helenann77@yahoo.com Fax: _____

Description of the project: Hood system, waterline installation, Electrical wiring, Duct work system, Refrigeration and freezer, and Bathroom build out.

(Second project for potential future award, if applicable): _____

Estimated cost (total quotes from contractors): \$780,000.00

Requested Grant Amount: \$100,000.00

Type of Grant (circle one):

BOOST (up to \$10,000, approval by staff)

GROWTH (more than \$10,000, approval required by City Council)

Business Registration Certificate (circle one): *Yes, the certificate number is* _____

No, I have applied on _____ or pledge to apply (initial) YL

I am the (circle one) of the business property: *Property Owner* or *Tenant.*

If you are a tenant, please provide a project consent letter from the property owner, lease agreement, and complete the following information of the property owner:



Name: 1425 Ellinwood Apartments, LLC

Address: 2100 Travis St., Suite 1555 Houston, TX 77002

Phone: _____ Fax: _____

Email: _____

When does the lease expire? 7 year 7 month original lease with two 5 year extension terms

***Disclaimer**

All grant awards are subject to funding and prioritization by City Council during the budget process in each fiscal year. City Council reserves the right to discontinue this program at any time for any reason without notice.

Required Application Steps and Submittals (checked by staff as required)

- Pre-application meeting with staff
- Completed grant application form
- Detailed business plan including (If applicable):
 - A business/investment narrative including but not limited to: the people behind the business/investment; their experience; proof of concept/other locations (provide photos if applicable); business idea and brand/marketing strategy, scale of investment, long-term viability (e.g. "SWOT analysis").
 - Performance and revenue projections including tax-generation estimates (sales, food-and-beverage, and/or property or other) over multiple years.
 - A need statement to quantify the gap or risk that the award would defray.

Note: For awards that are not substantially greater than \$10,000, the City Council may waive all or some of the business plan requirement.

- Contractor work proposal
 - Contractor estimates and a corresponding project budget are required *pre-approval*
 - Photos of existing property/area(s) subject of the proposed work ("before" pictures)
 - A letter of consent from the property owner (if applicable)
 - Proof of pending lease or sales contract (if applicable)
 - For exterior façade, sign, or lighting improvements: A color architectural drawing, or photo/photo-adapted rendering, listing the proposed materials and type of work, as well as a site plan showing the location of the improvements



Program Rules

Please initial each line after reading, understanding, and agreeing to the following:

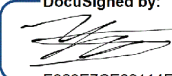
^{DS}YL I have received the "Business Assistance Program Guidelines" and have understood all requirements within.

^{DS}YL I acknowledge that the business/property may not receive more than two (2) awards over the life of the program, provided that the second award is identified at the time of application for the first award.

^{DS}YL I understand that payments are not made upon approval but as reimbursement after all qualified, approved work as part of the request has passed necessary inspections, after contractors have been paid (with documentation acceptable to the City provided), and, if applicable, after all necessary business registrations and other requirements have been approved.

^{DS}YL I have read and understand that applicants seeking assistance toward any interior work or select exterior work must benefit a specific business that will generate either (i) retail sales or (ii) food-and-beverage tax. I affirm that the business subject to this application generates retail and/or food and beverage tax (if not as determined by CED) *Not required (Staff Initial)* _____.

^{DS}YL I will seek and obtain/pass all required permits, inspections, registrations, and licenses from the City, State, or any other agency with authority over the components of the project subject to this request.

DocuSigned by:


E323E7CE89114F1...
Applicant signature

6/27/2023 | 2:39 PM EDT

Date

Business Plan: Hotpot 757

Executive Summary:

Hotpot 757 is a dynamic restaurant concept that fuses the interactive elements of hotpot dining with the delectable flavors of BBQ. Our seasoned team brings together over 50 years of collective restaurant experience, having achieved notable success with the Hotpot 757 chain throughout Virginia, as well as multiple Dao Sushi & Thai restaurants and Cajun Seafood and Bar establishments in the bustling Chicagoland area. We are strategically positioned to introduce a distinctive offering that capitalizes on the growing trend of convivial gatherings and the escalating popularity of hotpot and BBQ dining. By projecting a substantial \$5 million in gross sales for the initial year, and anticipating sustained growth driven by the enthusiastic embrace of our welcoming dining concept, we are confident in our ability to establish a thriving enterprise.

Business Narrative:

Hotpot 757 endeavors to create an unparalleled dining experience that seamlessly blends the communal nature of hotpot with the tantalizing nuances of BBQ cuisine. Our accomplished team, with an extensive background in the restaurant industry, possesses an intimate understanding of the intricate components that comprise exceptional dining experiences. Moreover, our track record of prosperous ventures, including the well-received Hotpot 757 chain in Virginia, the popular Dao Sushi & Thai establishments in Chicagoland, and the flourishing Cajun Seafood and Bar venues, has cemented our reputation as astute industry pioneers. Building upon this wealth of experience and brand recognition, we are poised to replicate our achievements within the hotpot and BBQ segment.

Market Analysis:

The restaurant industry has witnessed a notable shift towards experiential dining, with hotpot and BBQ concepts gaining substantial traction in recent years. Hotpot, renowned for its interactive and communal nature, offers an extraordinary opportunity for friends and families to forge connections over a shared meal. Conversely, BBQ provides a customizable and flavorsome dining experience that resonates with discerning palates. By targeting a diverse customer base encompassing families, young professionals, and culinary enthusiasts, we aim to carve a niche in this evolving landscape. Our strategic location in a high-traffic area will ensure optimal visibility and accessibility, while our savvy marketing strategies, including influential social media campaigns and collaborations with local tastemakers, will generate heightened awareness and attract a steady stream of patrons.

Product and Services:

Hotpot 757 will showcase an extensive selection of premium ingredients for hotpot, encompassing a variety of meats, seafood, vegetables, and noodles. Customers will delight in the freedom to curate personalized combinations, heightening their dining experience. Our BBQ section will feature meticulously marinated and succulent cuts of meat, prepared to perfection on state-of-the-art tabletop grills. Complementing the main attraction, we will offer an array of delectable appetizers, delectable side dishes, and an enticing assortment of beverages. To ensure utmost customer satisfaction, we will prioritize the delivery of exceptional customer service within a clean, inviting, and comfortable ambiance. Our highly trained team will undergo comprehensive instruction, enabling them to provide prompt and personable service to our esteemed guests.

Marketing and Sales Strategy:

To capitalize on the burgeoning popularity of hotpot and BBQ dining, our comprehensive marketing and sales strategy will encompass the following key elements:

- a. **Online Presence:** We will establish an intuitive and user-friendly website, leveraging prominent social media platforms to effectively promote our brand, disseminate captivating content, and entice potential customers. Online reservation capabilities and delivery services will be seamlessly integrated, enhancing convenience and accessibility.
- b. **Partnerships and Collaborations:** Through strategic collaborations with local businesses, event organizers, and influential tastemakers, we will orchestrate joint promotions, sponsorships, and participation in food festivals. These initiatives will significantly bolster brand visibility, allowing us to tap into a broader audience and maximize our market reach.
- c. **Loyalty Programs:** Our implementation of a robust loyalty program will incentivize repeat patronage and reward customer loyalty. Points accrued through dining experiences can be redeemed for enticing discounts or complimentary offerings, further strengthening our bond with valued clientele.

SWOT Analysis:

Strengths:

- The formidable team possesses an impressive 50+ years of combined restaurant experience.
- A robust brand presence and dedicated customer base resulting from successful ventures.
- An innovative concept that seamlessly combines the interactive elements of hotpot with the captivating flavors of BBQ.
- A steadfast commitment to unparalleled customer service and a relentless pursuit of excellence.
- Lack competition within the hotpot and BBQ segment in the Chicago suburbs.

Weaknesses:

- The necessity of establishing brand recognition within new markets.
- Ensuring consistent quality standards across multiple locations.

Opportunities:

- Capitalizing on the escalating demand for experiential and interactive dining concepts.
- Leveraging the increasing popularity of hotpot and BBQ experiences.
- Exploring expansion possibilities into new markets beyond Virginia and the Chicagoland area.

Threats:

- Fluctuations in food costs and availability.
- Evolving consumer preferences and shifting culinary trends.

Financial Projections:

Based on meticulous market research and the achievements of our existing ventures, we confidently project gross sales of \$5 million in the inaugural year of operations. Taking into account a conservative 2% sales tax, the projected sales tax amount for the first year would be \$100,000.

Year 1:

Gross Sales: \$5,000,000

Sales Tax (2%): \$100,000

Net Sales: \$4,900,000

Year 2:

Projected Gross Sales Increase: 5%

Gross Sales: \$5,250,000

Sales Tax (2%): \$105,000

Net Sales: \$5,145,000

Year 3:

Projected Gross Sales Increase: 5%

Gross Sales: \$5,512,500

Sales Tax (2%): \$110,250

Net Sales: \$5,402,250

Year 4:

Projected Gross Sales Increase: 5%

Gross Sales: \$5,787,125

Sales Tax (2%): \$115,742.50

Net Sales: \$5,671,382.50

Year 5:

Projected Gross Sales Increase: 5%

Gross Sales: \$6,076,481.25

Sales Tax (2%): \$121,529.63

Net Sales: \$5,954,951.63

Year 6:

Projected Gross Sales Increase: 5%

Gross Sales: \$6,380,305.31

Sales Tax (2%): \$127,606.11
Net Sales: \$6,252,699.20

Year 7:

Projected Gross Sales Increase: 5%
Gross Sales: \$6,699,320.57
Sales Tax (2%): \$133,986.41
Net Sales: \$6,565,334.16

Year 8:

Projected Gross Sales Increase: 5%
Gross Sales: \$7,034,286.60
Sales Tax (2%): \$140,685.73
Net Sales: \$6,893,600.87

Year 9:

Projected Gross Sales Increase: 5%
Gross Sales: \$7,385,500.93
Sales Tax (2%): \$147,710.02
Net Sales: \$7,237,790.91

Year 10:

Projected Gross Sales Increase: 5%
Gross Sales: \$7,753,776.97
Sales Tax (2%): \$155,075.54
Net Sales: \$7,598,701.43

Year 11:

Projected Gross Sales Increase: 5%
Gross Sales: \$8,140,465.82
Sales Tax (2%): \$162,809.32
Net Sales: \$7,977,656.50

Year 12:

Projected Gross Sales Increase: 5%
Gross Sales: \$8,546,489.11
Sales Tax (2%): \$170,929.78
Net Sales: \$8,375,559.33

These financial projections cover a span of 12 years, taking into account a conservative sales tax rate of 2%. The net sales amount reflects the sales tax collected and does not include the sales tax in the revenue. It is important to note that these projections are based on market conditions and assumptions at the time of planning and may be subject to adjustments based on actual performance and external factors.

Growth Grant:

The requested grant funds will play a pivotal role in fueling our growth and development, focusing on key areas that are vital to our success. Primarily, these funds will be allocated towards the build-out of our infrastructure, allowing us to create a state-of-the-art operational framework that integrates cutting-edge technologies. By harnessing these advanced systems, we will streamline our operations, enhance efficiency, and elevate the overall quality of our services. This strategic investment will position us as a formidable competitor in the dynamic and ever-evolving market landscape.

Beyond our commitment to operational excellence, we hold a deep-rooted dedication to active community engagement. With the support of the grant, we will have the means to organize and host community events, champion local charities, and initiate collaborative initiatives that foster unity among residents and businesses. By fostering a strong sense of pride and cohesion within Des Plaines, we aim to create a vibrant community fabric that enriches the lives of its inhabitants and promotes mutual growth and prosperity.

Sales Tax Rebate:

The requested sales tax rebate will help us address two critical aspects vital to our success. The sales tax rebate will focus on the retention of our skilled workforce. In light of the financial challenges faced by restaurants nationwide, we are committed to allocating additional resources towards employee wages and benefits. This strategic investment ensures that we retain our valuable talent, even amidst the economic uncertainties. By preserving jobs and supporting the livelihoods of our dedicated employees, we strengthen our team and maintain the high level of service our customers expect.

Additionally, recognizing the impact of the current economy on families' disposable income, we understand the need to prioritize marketing campaigns and innovation initiatives. A significant portion of our resources will be allocated towards these endeavors, enabling us to regain our market share, attract new customers, and remain competitive in the ever-evolving business landscape. By adapting to changing consumer

demands and revitalizing our revenue streams, we position ourselves for sustained growth and success.

Conclusion:

Hotpot 757 is poised to seize the burgeoning opportunities presented by the evolving landscape of experiential dining and the soaring popularity of hotpot and BBQ concepts. Armed with our seasoned team's extensive industry expertise and a proven track record of success, we are confident in our ability to cultivate an unparalleled dining experience. By executing comprehensive marketing campaigns, delivering exceptional customer service, and maintaining unwavering dedication to quality, we will establish Hotpot 757 as a prominent brand within the hotpot and BBQ segment. Our expansion into new markets will fuel sustainable growth, ensuring our continued ascent as a frontrunner in the industry.

Project Budget, 2023 Council GROWTH Request for Hot Pot 757

1425 Ellinwood, Des Plaines IL

Time of scope: 8-12 months

Desired completion and opening: 4/1/2024

ELIGIBLE					
Type of Work	Contractor	Date_Invoice or Quote	Work Completed? (Y/N)	COST	Notes
Hood System	Newtech Engineering, Ltd	6/26/2023		\$ 150,000.00	
Waterline Installation	Newtech Engineering, Ltd	6/26/2023		\$ 150,000.00	
Electrical Wiring	Newtech Engineering, Ltd	6/26/2023		\$ 150,000.00	
Duct Work System	Newtech Engineering, Ltd	6/26/2023		\$ 50,000.00	
Refridgeration and Freezer	Newtech Engineering, Ltd	6/26/2023		\$130,000.00	
Bathroom Build Out	Newtech Engineering, Ltd	6/26/2023		\$150,000.00	
TOTAL ELIGIBLE				\$ 780,000.00	

INELIGIBLE					
Type of Work	Contractor	Date_Invoice or Quote	Work Completed? (Y/N)	COST	Notes
TOTAL				\$ -	

PROJECT TOTAL **\$ 780,000.00**

Newtech Engineering, Ltd
2626 S. Shields Ave.
Chicago, IL 60616

Estimate Date: 6/26/2023

Customer Name: Hotpot 757

Project Description: Hood System, Waterline Installation, Electrical Wiring, Duct Work System, Refrigeration and Freezer, and Bathroom Build Out.

Dear Michael,

Thank you for considering Newtech Engineering, Ltd for your project. We appreciate the opportunity to provide you with an estimate. Based on the information provided, we have prepared an estimate for the following services:

Hood System:

- Supply, installation, and commissioning of a commercial hood system.
- Includes all necessary components, such as exhaust fans, filters, and fire suppression system.
- Compliance with local building codes and regulations.
- Cost: \$150,000

Waterline Installation:

- Supply and installation of a waterline system for your facility.
- Includes pipes, fittings, valves, and connection to the main water supply.
- Compliance with plumbing codes and regulations.
- Cost: \$150,000

Electrical Wiring:

- Supply and installation of electrical wiring for your facility.
- Includes wiring, switches, outlets, and electrical panels.
- Compliance with electrical codes and regulations.
- Cost: \$150,000

Duct Work System:

- Supply and installation of a ductwork system for ventilation and air circulation.
- Includes ducts, vents, and dampers.
- Compliance with HVAC codes and regulations.
- Cost: \$50,000

Refrigeration and Freezer:

- Supply and installation of refrigeration and freezer units.
- Includes walk-in coolers, reach-in refrigerators, and freezers.
- Compliance with refrigeration codes and regulations.
- Cost: \$130,000

Bathroom Build Out:

- Construction of a bathroom facility, including plumbing fixtures and finishes.
- Includes toilets, sinks, faucets, mirrors, and necessary plumbing connections.
- Compliance with local building codes and regulations.
- Cost: \$150,000

Total Estimated Cost: \$780,000

Please note that this estimate is based on the information provided and may be subject to change upon further inspection or if there are any modifications to the project scope.

Payment Terms:

- 30% due upon acceptance of the estimate.
- 40% due upon commencement of the project.
- 20% due upon substantial completion.
- 10% due upon final completion and client satisfaction.

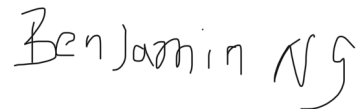
We look forward to working with you and providing high-quality services for your project. If you have any questions or require further clarification, please do not hesitate to contact us. We are available to discuss the details and address any concerns you may have.

Thank you again for considering Newtech Engineering, Ltd..

Sincerely,



Newtech Engineering, Ltd



RETAIL LEASE

THIS RETAIL LEASE (hereinafter referred to as the “**Lease**”) made effective as of the 16th day of June, 2023 (the “**Effective Date**”), between 1425 ELLINWOOD APARTMENTS, LLC, a Delaware limited liability company (hereinafter referred to as “**Landlord**”), and HOT POT 757 CH INC., an Illinois corporation (hereinafter referred to as “**Tenant**”).

WITNESSETH:

Landlord hereby leases to Tenant, and Tenant hereby accepts, the premises known as 1417 Ellinwood Street, Des Plaines, Illinois 60016, consisting of approximately 8,801 of rentable square feet, as depicted on the site plan attached hereto as **Exhibit A** (hereinafter referred to as the “**Premises**”), in the building (hereinafter referred to as the “**Building**”) located at 1425 Ellinwood Street, Des Plaines, Illinois 60016 (hereinafter referred to, together with all present and future easements, additions, improvements and other rights appurtenant thereto, as the “**Land**”), subject to the covenants, terms, provisions and conditions of this Lease.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. TERM.

(a) **Initial Term.** The term of this Lease (hereinafter referred to as the “**Initial Term**”) shall commence on the date (hereinafter referred to as the “**Commencement Date**”) that Landlord delivers the Premises to Tenant with Landlord’s Work (as hereafter defined) Substantially Complete (as hereafter defined; the “**Delivery Date**”), and shall end on the last day of the ninety-first (91st) month thereafter (hereinafter referred to as the “**Termination Date**”).

(b) **Extension Options.** Tenant shall have two (2) options to extend the Term (each an “**Extension Option**” and collectively the “**Extension Options**”) for a period of five (5) years each (each an “**Extension Term**” and collectively the “**Extension Terms**”; the Extension Terms and the Initial Term are sometimes collectively referred to hereafter as the “**Term**”), on the same terms and conditions as contained herein, except for the amount of Base Rent (as hereafter defined). If an Extension Option is properly exercised, the Termination Date shall be extended to the end of the applicable Extension Term. In order to properly exercise an Extension Option:

(i) Tenant must give Landlord written notice of its election to exercise the Extension Option (an “**Extension Notice**”) not less than one hundred eighty (180) days prior to the Termination Date of the Initial Term or subsequent Extension Terms, if applicable; and

(ii) Tenant shall not be in default under the Lease either on the date Tenant exercises the Extension Option, or unless waived in writing by Landlord, on the Termination Date of the Initial Term or first Extension Term, if applicable.

The Extension Options shall automatically terminate and become null and void upon the earlier to

occur of (i) the termination of the Lease, (ii) the termination of Tenant’s right to possession of the Premises, or (iii) the failure of Tenant to timely or properly exercise either Extension Option.

2. **POSSESSION.** Tenant shall be entitled to possession of the Premises on the Commencement Date solely for the purpose of completion of the Tenant’s Work (as hereafter defined); provided that Tenant shall not open for business in the Premises until the Tenant’s Work has been completed in strict accordance with the Tenant Work Letter (as hereafter defined). No payment of Rent (as hereafter defined) hereunder shall be due until the Rent Commencement Date (as hereafter defined).

3. **RENT.** Tenant shall pay base rent (referred to herein as “**Base Rent**”) to Landlord beginning seven (7) months after the Delivery Date (the “**Rent Commencement Date**”), at the Building, c/o Landlord’s property manager, or at such other place as Landlord may from time to time designate in writing, in currency which, at the time of payment, is legal tender for private or public debts in the United States of America, as follows:

Period of Term	Annual Rate of Base Rent Per Square Foot	Annual Base Rent	Monthly Base Rent
Initial Term			
Months 1 – 7	\$00.00	\$00.00	\$00.00
Months 8 — 67	\$25.00	\$220,025.00	\$18,335.42
Months 68 — 91	\$27.50	\$242,027.50	\$20,168.96
1st Extension Term			
Months 92 — 127	\$27.50	\$242,027.50	\$20,168.96
Months 128 — 151	\$30.25	\$266,230.25	\$22,185.85
2nd Extension Term			
Months 152 — 187	\$30.25	\$266,230.25	\$22,185.85
Months 188 — 211	\$33.28	\$292,897.28	\$24,408.11

All payments of Rent (as defined below) shall be made in advance on or before the first (1st) day of each and every month during the Term, without any set-off or deduction whatsoever. If the Term commences other than on the first day of a month or ends other than on the last day of the month, the Rent for such month shall be prorated.

Notwithstanding the foregoing schedule, so long as Tenant is not in default under the Lease, Tenant shall be entitled to an abatement of Rent (both Base Rent and Additional Rent, as hereafter defined) for the first seven (7) full calendar months following the Delivery Date (the “**Abatement Period**”). The total amount of Rent abated during the Abatement Period is referred to herein as the “**Abated Rent**.” If Tenant defaults at any time during the Lease Term (beyond any applicable notice and cure periods), then if Landlord exercises its right to terminate the Lease as a result, then all then-unamortized Abated Rent (assuming amortization of the Abated Rent on a straight-line basis over the Term) credited to Tenant prior to the occurrence of a default shall become due and payable to Landlord without notice or demand. No such recapture by Landlord of Abated Rent shall constitute a waiver of any default of Tenant or any election of remedies by Landlord.

4. **ADDITIONAL RENT.** In addition to paying the Base Rent specified in Section 3 hereof, Tenant shall pay additional rent (“**Additional Rent**”) in the manner set forth below commencing on the Rent Commencement Date. Base Rent and Additional Rent hereinafter collectively shall be referred to as the “**Rent**”. Additional Rent shall be payable for the same periods and in the same manner, time and place as the Base Rent except as otherwise set forth in this Section 4.

(a) **Definitions.** For terms used in this Section 4, the following definitions shall apply:

(i) “**Calendar Year**” shall mean each calendar year in which any part of the Term falls, through and including the year in which the Term expires.

(ii) “**Taxes**” shall mean all real estate taxes and assessments, special or otherwise, levied or assessed upon or with respect to the Land and/or Building and ad valorem taxes for any personal property used in connection therewith. Should the State of Illinois, or any political subdivision thereof, or any other governmental authority having jurisdiction over the Land and/or the Building, (A) impose a tax, assessment, charge or fee, or increase a then existing tax, assessment, charge or fee, which Landlord shall be required to pay, either by way of substitution for such real estate taxes and ad valorem personal property taxes, or in addition to such real estate taxes and ad valorem personal property taxes, or (B) impose an income or franchise tax or a tax on rents in substitution for or as a supplement to a tax levied against the Land and/or the Building and/or the personal property used in connection with the Land or Building, all such taxes, assessments, fees or charges (hereinafter defined as “**in lieu taxes**”) shall be deemed to constitute Taxes hereunder. Taxes shall also include all fees and costs incurred by Landlord in seeking to obtain a reduction of, or a limit on the increase in, any Taxes, regardless of whether any reduction of limitation is obtained. Except as hereinabove provided with regard to “**in lieu taxes**”, Taxes shall not include any inheritance, estate, succession, transfer, gift, franchise, net income or capital stock tax.

(iii) “**Operating Expenses**” shall mean all expenses, costs and disbursements (other than Taxes) of every kind and nature paid or incurred by Landlord in connection with the ownership, management, operation and repair of the Land and Building, including, without limitation, janitorial services for the Building and the Premises, except the following:

(1) Costs of alterations to the Premises or the premises of other tenants;

(2) Principal or interest payments on loans secured by mortgages or trust deeds on the Building and/or on the Land;

(3) Costs of capital improvements, except that Operating Expenses shall include (a) the cost during the Term, as reasonably amortized by Landlord with interest at the rate of 10% on the unamortized amount, of any capital improvement which is intended to reduce any component cost included within Operating Expenses; and (b) the cost of any capital improvements which are necessary to keep the Land and Building in compliance with all governmental rules and regulations applicable from time to time thereto;

(4) The cost of all utility services to the Premises which are separately metered or sub-metered to the Premises;

(5) Real estate brokers' leasing commissions, marketing fees and any attorney's fees incurred by Landlord in connection with claims for rent which Landlord may make against tenants other than Tenant; and

(6) All costs of Landlord's Work.

(iv) "**Tenant's Proportionate Share**" shall mean 2.32%, being the percentage obtained by dividing the total rentable area of the Premises (8,801 sf) by the total rentable area of the Building (378,525 sf).

(b) **Operating Expenses and Taxes.** Commencing on the Rent Commencement Date, Tenant shall pay to Landlord as Additional Rent for each Calendar Year, in addition to the Base Rent required by Section 3 hereof, the sum of Tenant's Proportionate Share of the Operating Expenses and Taxes for the prior Calendar Year, prorated in the first and last years of the Initial Term and any Extension Term, as certified by Landlord to Tenant in writing (said sum being called the "**Operating Expense and Tax Amount**"), provided that for the first Calendar Year of the Term Tenant shall pay an estimated amount of Operating Expenses. The Operating Expense and Tax Amount shall be paid in monthly installments on the same date that Base Rent is due. Landlord shall cause to be kept books and records showing Operating Expenses and Taxes in accordance with an appropriate system of accounts and accounting practices consistently maintained. As promptly as practicable following the close of each Calendar Year, Landlord shall cause the actual amount of the Operating Expense and Tax Amount for such Calendar Year to be computed based on Operating Expenses and Taxes for such Calendar Year and shall deliver to Tenant a statement ("**Landlord's Statement**") of such amount and Tenant shall pay any deficiency to Landlord as shown by Landlord's Statement within thirty (30) days after receipt of Landlord's Statement. Landlord's Statement shall constitute a determination of the Operating Expense and Tax Amount which is final and conclusive on Tenant, subject to Section 4(c) below. If the total of the estimated monthly installments paid by Tenant during any Calendar Year exceeds the actual Expense and Tax Adjustment Amount due from Tenant for such Calendar Year, at Landlord's option, such excess shall be either credited against payments next due or overdue hereunder or refunded by Landlord. All references to Taxes for a particular year shall be deemed to refer to Taxes paid during such year without regard to when such Taxes are assessed or levied.

(c) **Audit.** Tenant shall have the right, upon reasonable prior written notice to Landlord and at Tenant's sole cost and expense, to inspect Landlord's accounting records relative to Operating Expenses and Taxes related to the immediately preceding Calendar Year only, during normal business hours no later than thirty (30) days following Tenant's receipt of Landlord's Statement for such Calendar Year. If it is determined that Landlord has made an error resulting in an overpayment by Tenant of Operating Expenses and Taxes for such Calendar Year, then Landlord shall promptly credit such overcharge (only with respect to the immediately preceding Calendar Year) to Operating Expenses and Taxes thereafter payable until such excess has been exhausted (or, if no further Operating Expenses and Taxes is due or may be due under this Lease, Landlord shall pay such excess to Tenant within thirty (30) days after the amount of such excess

has been ascertained). Tenant's audit rights under this Section 4(c) are conditioned upon Tenant and its accountants and representatives maintaining the information obtained in such audit confidential.

5. USE OF PREMISES. Tenant shall use and occupy the Premises as a hot pot and barbeque restaurant and for no other purpose, without Landlord's prior written consent, in Landlord's sole discretion. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises or which will in any way increase the existing rate of, or affect, any fire or other insurance policy for the Building of which the Premises are a part or any of its contents, or cause a cancellation of any insurance policy covering said Building, or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit, or allow to be committed, any waste in or upon the Premises. Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to, or affecting, the condition, use or occupancy of the Premises.

6. COVENANT TO OPERATE. Throughout the entire Term and any extensions thereof, Tenant shall continuously conduct and carry on Tenant's business in the Premises, and shall keep the Premises open for business and cause Tenant's business to be conducted therein during normal business hours for retail operations in the City of Des Plaines and in accordance with all applicable laws, codes and ordinances of the City of Des Plaines. This provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued in said Premises on account of strikes, lockouts, pandemic or similar causes beyond the reasonable control of Tenant. Tenant shall keep the Premises adequately stocked with merchandise, and with sufficient personnel to care for the patronage and to conduct Tenant's business in accordance with sound business practices. Tenant hereby covenants and agrees that it shall conduct its labor relations and its relations with its employees and agents in such a manner as to avoid all strikes, picketing and boycotts of, on, or about the Premises and the Building. Tenant further covenants and agrees that, if any of its employees or agents strike, or if picket lines or boycotts or other visible activity objectionable to Landlord are established or conducted or carried out against Tenant or its employees or agents, or any part of them, in or about the Premises or the Building, Tenant shall, upon Landlord's request, immediately close the Premises to the public and remove all employees from the Premises until the dispute giving rise to such strike, picket line, boycott, or objectionable activity has been settled to Landlord's satisfaction.

7. CONDITION OF PREMISES.

(a) **AS-IS Condition.** Except for Landlord's Work (defined below), Tenant accepts

the Premises AS-IS, WHERE-IS AND WITH ALL FAULTS, and acknowledges that no representations, warranties, guarantees, promises, statements or estimates of any nature whatsoever upon which Tenant is relying whether written or oral, express or implied, in fact or in law, have been made by Landlord, any real estate broker, agent, employee or attorney-in-fact or at law or purporting to represent Landlord regarding the condition of the Premises.

(b) **Landlord's Work**. Prior to the Commencement Date, Landlord shall deliver the Premises to Tenant in the condition and with such improvements as described on **Exhibit D** attached hereto and incorporated herein by this reference ("**Landlord's Work**"). With respect to the Landlord's Work, "**Substantially Complete**" shall mean when the improvements set forth on **Exhibit D** hereto have been completed to the extent that they may reasonably be used for their intended purposes provided that if inspection and approval by the City of Des Plaines is required for any item of the Landlord's Work, such item shall be Substantially Complete only when approval of such item by the City of Des Plaines is received.

(c) **Tenant's Work**. Tenant shall perform certain construction work ("**Tenant's Work**") in and to the Premises as set forth on **Exhibit E** hereto (the "**Tenant Work Letter**"). Tenant shall expeditiously commence, perform and diligently complete its obligations as described in the Tenant Work Letter and shall complete the Tenant's Work. Tenant shall have a period of ninety (90) days following the Effective Date (the "**Contingency Period**") to apply for and receive any all necessary permits and approvals required by the applicable governmental authorities for the performance of Tenant's Work ("**Approvals**"). Within thirty (30) days after the Effective Date, Tenant shall provide documentary evidence to Landlord that Tenant has commenced the process of obtaining the Approvals from the applicable governmental authorities. Tenant's failure to timely provide such documentation to Landlord and/or Tenant's failure to thereafter diligently pursue obtaining the Approvals shall be events of default hereunder. Landlord shall cooperate with Tenant in a timely fashion, at no additional cost to Landlord, in Tenant's pursuit of the Approvals by providing Tenant with any necessary and existing documents in Landlord's possession. In the event that the Approvals are denied by the applicable governmental authorities, then Tenant shall have the right to terminate this Lease by providing written notice to Landlord prior to the expiration of the Contingency Period. Upon the delivery of such termination notice from Tenant to Landlord, this Lease shall terminate and the parties shall be relieved of any further liabilities and obligations hereunder and any amounts paid by Tenant to Landlord in the form of prepaid Rent and Security Deposit, if any, shall be returned to Tenant within ten (10) days following such termination notice. If Tenant does not provide such notice of termination to Landlord prior to the expiration of the Contingency Period, Tenant's right to terminate the Lease pursuant to this Section 7(c) shall be deemed waived and this Lease shall remain in full force and effect. In the event that Tenant fails to timely satisfy its obligations as described in the Tenant Work Letter, such failure shall be deemed to constitute a monetary default under this Lease and, in addition to any and all other remedies available to Landlord under this Lease, Landlord shall have the right to terminate this Lease. In no event shall Tenant open for business in the Premises until all of the Tenant's Work has been completed in strict compliance with the Tenant Work Letter and all obligations of Tenant under the Tenant Work Letter have been fully satisfied.

8. SERVICES - ACCESS.

(a) **List of Services.** Landlord shall provide the following services on all days during the Term, except Sundays and holidays, unless otherwise stated:

(i) Adequate electrical wiring and facilities for standard building lighting fixtures provided by Landlord and for Tenant's uses, as part of the landlord's Work as set forth in Exhibit D hereto. If Tenant's requirements for electricity for incidental uses are in excess of those set forth in Exhibit D hereto, Landlord reserves the right to require Tenant to install the conduit, wiring and other equipment necessary to supply electricity for such excess incidental use requirements at Tenant's expense by arrangement with Commonwealth Edison Company or another approved local utility. Tenant shall pay for the use of all electrical service to the Premises. Tenant shall be billed directly by such utility company and Tenant agrees to pay each bill promptly in accordance with its terms.

(ii) City water for kitchen, drinking, lavatory and toilet purposes, which shall be sub-metered to the Premises. Tenant shall pay for the use of all water service to the Premises based on the readings from said sub-meter, in accordance with subsection (iii) below.

(iii) The Premises are currently or will be, after completion of Landlord's Work, separately metered for electrical and natural gas service. Tenant shall pay for the use of all electrical and natural gas service to the Premises, as well as all other utilities which currently or hereafter are separately metered or sub-metered for the Premises. Tenant shall be billed directly by the utility providers for all utilities which are separately metered or sub-metered for the Premises and Tenant agrees to pay each bill for all such utilities directly to the utility providers promptly in accordance with the terms of such bills. Landlord shall bill Tenant for any utility services which hereafter are sub-metered for the Premises and Tenant shall pay such bills within thirty (30) days after receipt thereof, which shall include a copy of the bill from the utility provider. Tenant shall also pay for maintenance and replacement of all light fixtures, electrical switches, electrical outlets, lamps, bulbs, tubes, ballasts, and starters located in the Premises

(b) **Interruption of Services.** Tenant agrees that Landlord shall not be liable in damages, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any service, or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is occasioned, in whole or in part, by repairs, renewals, or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building after reasonable effort so to do, by any accident or casualty whatsoever, by act or default of Tenant or other parties, or by any other cause beyond Landlord's reasonable control; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease.

(c) **Charges for Services.** Charges customary for similar buildings in the area for any service for which Tenant is required to pay, from time to time hereunder, including but not limited to hoisting services or after hours heating or air conditioning shall be due and payable at the same time as the installment of Rent with which they are billed, or if billed separately, shall be due and payable within ten (10) days after such billing. If Tenant shall fail to make payment for any such services, then Landlord may, with notice to Tenant, discontinue any or all of such services and

such discontinuance shall not be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its other obligations under this Lease.

(d) **Energy Conservation.** Notwithstanding anything to the contrary in this Section 8 or elsewhere in this Lease, Landlord shall have the right to institute such policies, programs and measures as may be necessary or desirable, in Landlord's discretion, for the conservation and/or preservation of energy or energy related services, or as may be required to comply with any applicable codes, rules and regulations, whether mandatory or voluntary.

(e) **Access.** Landlord shall allow Tenant access to the Premises 24 hours per day, 7 days per week, 52 weeks per year; provided that the provision of services to the Premises by Landlord shall be governed by Section 8(a) above.

9. REPAIRS. Landlord shall repair and maintain the structural portions of the Premises, including the exterior walls and roof, unless the need for such maintenance and repairs is caused, in part or in whole, by the act, neglect, fault or omission of any duty by Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Tenant shall, at Tenant's own expense, keep the entire Premises in good order, repair and condition at all times during the Term, including, without limitation, maintenance, repair and replacement, as necessary, of all storefronts, signage, exterior entrances and doors, locks, windows, glass, plate glass, window casements, glazing, floors, ceilings, interior walls, partitions, interior doors, locks, lighting, plumbing, electrical, fire protection and all other mechanical systems, equipment and fixtures located in the Premises or exclusively serving the Premises as well as the heating, ventilating and air-conditioning systems serving the Premises (collectively "**HVAC Systems**"). Tenant shall promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and appurtenances, under the supervision and subject to the approval of Landlord, and within any reasonable period of time specified by Landlord. If Tenant does comply with its obligations under this Section 9, Landlord may, but need not, make any such necessary repairs and replacements, and Tenant shall pay Landlord the cost thereof, including a percentage of the cost thereof sufficient to reimburse Landlord for all overhead, general conditions, fees and other costs or expenses arising from Landlord's involvement with such repairs and replacements, forthwith upon being billed for same. Landlord may, but shall not be required to, enter the Premises, with prior oral notice (except in the event of an emergency), at all reasonable times to make such repairs, alterations, improvements and additions to the Premises or to the Building or to any equipment located in the Building as Landlord shall desire or deem necessary or as Landlord may be required to do by governmental authority or court order or decree. Notwithstanding the above, should the HVAC Systems need to be replaced, Landlord shall replace such HVAC Systems at Landlord's cost, except to the extent that such replacement is caused by the actions of Tenant, including without limitation Tenant's failure to properly maintain such HVAC Systems, in which event Tenant shall be responsible for such replacement.

During the Term, Tenant, at its sole cost and expense, shall enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor approved by Landlord, for servicing the HVAC Systems and shall deliver an executed copy of such contract to Landlord.

The HVAC service contract must include all services suggested by the equipment manufacturer(s) for the HVAC Systems within the operations/maintenance manual(s) and must become effective within thirty (30) days of the date Tenant takes possession of the Premises. In the event that Tenant fails to obtain such a Landlord may (but shall not be required to), upon notice to Tenant, elect to enter into such a maintenance/service contract, Landlord may (but shall not be obligated to) obtain maintenance/service contract on behalf of Tenant or perform the work itself and, in either case, charge Tenant therefore, together with a reasonable charge for overhead.

10. **ADDITIONS AND ALTERATIONS.**

(a) **Alterations.** After completion of the Tenant's Work, Tenant shall not, without the prior written consent of Landlord, make any alterations, improvements, redecorations or additions to the Premises, which consent shall not be unreasonably withheld, delayed or conditioned. If Landlord consents to said alterations, improvements, redecorations or additions, it may impose such conditions with respect thereto as Landlord deems reasonably appropriate, including, without limitation, requiring Tenant to furnish Landlord with security for the payment of all costs to be incurred in connection with such work, insurance against liabilities which may arise out of such work and plans and specifications plus permits necessary for such work. Except as otherwise provided herein, the work necessary to make any alterations, improvements or additions to the Premises, whether prior to or subsequent to the Rent Commencement Date, shall be done at Tenant's expense by employees of or contractors hired or reasonably approved by Landlord except to the extent Landlord gives its prior written consent to Tenant's hiring its own contractors. Tenant shall promptly pay to Landlord or Tenant's contractors, as the case may be, when due, the cost of all such work and of all decorating required by reason thereof. Tenant shall also pay to Landlord a percentage of the cost of such work (such percentage to be established on a uniform basis for the Building) sufficient to reimburse Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such work. Upon completion of such work Tenant shall deliver to Landlord, if payment is made directly to contractors, evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials all in form satisfactory to Landlord. Tenant shall defend and hold Landlord and the Land and Building harmless from all costs, damages, liens and expenses related to such work. All work done by Tenant or its contractors pursuant to Sections 9 or 10 shall be done in a first-class workmanlike manner using only good grades of materials and shall comply with all insurance requirements and all applicable laws and ordinances and rules and regulations of governmental departments or agencies.

(b) **Removal of alterations.** Except for conditions existing on the Commencement Date, including, any trade fixtures or other Tenant personal property, all alterations, improvements, redecorations and additions to the Premises including any tenant improvements, whether temporary or permanent in character, made or paid for by Landlord or Tenant, shall without compensation to Tenant become Landlord's property at the termination of this Lease by lapse of time or otherwise and, unless Landlord requests their removal (in which case Tenant shall remove the same as provided in Section 18), shall be relinquished to Landlord in good condition, ordinary wear and tear excepted.

(c) **Landlord Alterations & Additions.** Landlord hereby reserves the right, at any

time and from time to time, to make changes, alterations or additions to the Building, its parking areas and other common areas, including, but not limited to, construction of additional buildings, structures, kiosks or improvements, or to change the dimensions of the Building.

11. COVENANT AGAINST LIENS. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord’s title or interest in the Land, Building or Premises, and any and all liens and encumbrances created by Tenant shall attach to Tenant’s interest only. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Land, Building or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and, in case of any such lien attaching, or claim thereof being asserted, Tenant covenants and agrees to cause it to be released and removed of record or insured over in a manner that is reasonably acceptable to Landlord, within thirty (30) days after the recording of such lien. In the event that such lien is not so released and removed, Landlord, at its sole option, may take all action necessary to release and remove such lien (without any duty to investigate the validity thereof) and Tenant shall promptly upon notice reimburse Landlord for all sums, costs and expenses (including reasonable attorney’s fees) incurred by Landlord in connection with such lien.

12. INSURANCE.

(a) **Waiver of Subrogation.** Landlord and Tenant each hereby waive any and every claim for recovery from the other for any and all loss of or damage to the Building or Premises or to the contents thereof which loss or damage is covered by valid and collectible physical damage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Landlord and Tenant each agree to give to each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

(b) **Coverage.** Tenant shall purchase and maintain insurance during the entire Term for the benefit of Tenant and Landlord (as their interest may appear) with terms, coverage and in companies satisfactory to Landlord, and with such increases in limits as Landlord may from time to time reasonably request, but initially Tenant shall maintain the following coverage in the following amounts:

(i) Commercial General Liability Insurance covering Tenant, Landlord and Landlord’s Management Agent for claims of bodily injury, personal injury and property damage arising out of Tenant’s operations, assumed liabilities or use of the Premises, for limits of liability not less than:

Bodily Injury Liability	\$1,000,000 each occurrence
	\$2,000,000 annual aggregate

(ii) Comprehensive Automobile Insurance covering all owned, non-owned and hired automobiles of Tenant including the loading and unloading of any automobile with limits of liability not less than:

Bodily Injury Liability	\$1,000,000 each person \$2,000,000 annual aggregate
Property Damage Liability	\$1,000,000 each accident

(iii) Worker's Compensation Insurance covering all employees, agents and contractors of Tenant performing work in, on or with respect to the Premises, in amounts not less than those required by applicable law.

(iv) Employers liability insurance covering all employees, agents and contractors of Tenant performing work in, on or with respect to the Premises, in amounts not less than One Million and No/100 Dollars (\$1,000,000.00) for each occurrence.

(v) Umbrella insurance or an excess policy with limits not less than Five Million and No/100 Dollars (\$5,000,000.00) providing excess liability over all underlying liability policies.

(vi) In the event that at any time during the Term beer, wines or other alcoholic liquors or beverages are sold or given away upon or from the Premises (it being understood and agreed, however, the foregoing provision shall not authorize the use of the Premises for such purposes without the express written consent of Landlord being set forth otherwise in this Lease), Tenant shall, at its sole expense, obtain, maintain, and keep in force, adequate Dram Shop/Liquor Liability insurance protecting both Tenant and Landlord in connection therewith with policy as required, from time to time, under the laws of the state in which the Premises are located and with a minimum coverage of the greater of (a) One Million and No/100 Dollars (\$1,000,000.00) per occurrence or (b) the amount required by the laws of the state where the Premises are located. In the event Tenant shall fail to procure such insurance, then sales of the foregoing products shall be suspended immediately until such coverage is again in force.

(vii) Property Insurance:

(1) Physical Damage Insurance including, but not limited to, fire, sprinkler leakage, vandalism and all other risks of direct physical loss as insured against under special broad form coverage endorsement for the full replacement cost of all additions, improvements (including leasehold improvements) and alterations to the Premises and providing that Landlord and any other parties designated by Landlord from time to time are loss payees or additional insureds as their interests may appear, and covering all furniture, trade fixtures, equipment, machinery, movable partitions, wall and floor coverings, inventory, merchandise and all other items of Tenant's property on the Premises and any alterations to the Premises made by Tenant. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the full replacement cost value of the covered items and in amounts that meet any coinsurance clause of the policies of insurance and with deductibles no greater than Ten Thousand and No/100 Dollars (10,000.00). In the event of a loss, the proceeds of such insurance shall be used for the

repair or replacement of the property insured.

(2) **Plate Glass Insurance:** Tenant shall keep and maintain in force during the Term hereof, plate glass insurance upon windows and doors in the Premises.

(3) **Extra expense and business interruption insurance** including loss of rents for periods and with coverage limits of not less than twelve (12) months of Base Rent and Additional Rent, and naming Landlord as loss payee.

(viii) Any such other types, coverages and amounts of insurance (including increases to the foregoing) as may be required from time to time by landlords of real estate properties similar to the Building (in size, age, tenant mix, etc.) in the metropolitan area where the Premises is located.

Tenant shall, prior to the commencement of the Term, and throughout the term of the Lease, upon Landlord's request furnish to Landlord certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or cancelled without at least ten days prior written notice to Landlord and Tenant and shall name Landlord, Landlord's lender and Landlord's management agent as additional insured parties.

(c) **Failure to Procure Insurance.** In the event Tenant shall fail to procure any insurance required under this Section and fail to maintain the same in force continuously during the Term, Landlord shall be entitled to procure the same and Tenant shall immediately reimburse Landlord for such premium expense.

(d) **Avoid Action Increasing Rates.** Tenant shall comply with all applicable laws and ordinances, all orders and decrees of court and all requirements of other governmental authorities, and shall not, directly or indirectly, make any use of the Premises which may thereby be prohibited or be dangerous to person or property or which may jeopardize any insurance coverage or may increase the cost of insurance or require additional insurance coverage. If by reason of the failure of Tenant to comply with the provisions of this Section 12(c), any insurance coverage is jeopardized or insurance premiums are increased, Landlord shall have the option either to terminate this Lease or to require Tenant to make immediate payment of the increased insurance premium.

13. FIRE OR CASUALTY.

(a) As used in this Section 13, the term "**untenantable**" shall mean, as to any portion of the Premises, that Tenant is not reasonably able to, and in fact does not, conduct its business in its customary manner in such portion of the Premises as a result of a fire or other casualty.

(b) Section 9 hereof notwithstanding, if the Premises or the Building (including machinery or equipment used in its operation) shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Premises or Building untenantable, then Landlord shall repair and restore the same with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's reasonable

control, but shall not be obligated to expend therefor an amount in excess of the proceeds of insurance recovered with respect thereto. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease by virtue of any delays in completion of such repairs and restoration. Rent, however, shall abate on those portions of the Premises as are, from time to time, untenable as a result of such damage.

(c) If any such damage renders all or a substantial portion of the Premises or Building untenable, Landlord shall have the right to terminate this Lease as of the date of such damage (with appropriate prorations of Rent being made for Tenant's possession subsequent to the date of such damage of those tenable portions of the Premises) upon giving written notice to Tenant at any time within thirty (30) days after the date of such damage. If such damage occurs within the last thirty (30) days of the Term and Landlord does not terminate this Lease pursuant to the previous sentence, and such damage was not caused by the negligence or willful misconduct of Tenant or any of its shareholders, directors, officers, employees, agents, contractors or invitees, then Tenant may terminate this Lease by providing written notice to Landlord.

(d) Tenant hereby acknowledges that Landlord is under no obligation to insure Landlord's interest in the Premises or the Building. Tenant acknowledges that Landlord shall be entitled to the full proceeds of any insurance coverage, whether carried by Landlord or Tenant, for damage to alterations, additions, improvements or decorations provided by Landlord either directly or through an allowance to Tenant.

(e) Notwithstanding anything to the contrary herein set forth, Landlord shall have no duty pursuant to this Section 13 to repair or restore any portion of the alterations, additions or improvements in the Premises or the decorations thereto, including, without limitation, any of the Tenant's Work, except to the extent that such alterations, additions, improvements and decorations were provided by Landlord, at Landlord's cost, at the beginning of the Term. If Tenant desires any other or additional repairs or restoration and if Landlord consents thereto, the same shall be done at Tenant's sole cost and expense subject to all of the provisions of Section 9 hereof. Tenant acknowledges that Landlord shall be entitled to the full proceeds of any insurance coverage, whether carried by Landlord or Tenant, for damage to alterations, additions, improvements or decorations provided by Landlord either directly or through an allowance to Tenant.

14. WAIVER OF CLAIMS – INDEMNIFICATION. To the extent not prohibited by law, Landlord, and its shareholders, directors, officers, agents, servants and employees, shall not be liable for any damage either to person or property or resulting from the loss of use thereof sustained by Tenant or by other persons to the Building or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident or event in or about the Building, including the Premises, or due to any act or neglect of any tenant or occupant of the Building or of any other person. This provision shall apply particularly, but not exclusively, to damage caused by gas, electricity, snow, frost, steam, sewage, sewer gas or odors, fire, water or by the bursting or leaking of pipes, faucets, sprinklers, plumbing fixtures and windows, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind. Tenant further agrees that all personal property upon the Premises, or upon loading docks, receiving and holding areas, or freight elevators of the Building, shall be at the risk

of Tenant only, and that Landlord shall not be liable for any loss or damage thereto or theft thereof. Without limitation of any other provisions hereof, Tenant agrees to defend, protect, indemnify and save harmless Landlord from and against all liability to third parties arising out of the Premises or acts of Tenant and its servants, agents, employees, contractors, suppliers, workers and invitees.

15. NON-WAIVER. No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such moneys, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

16. CONDEMNATION. If the Building or any portion thereof shall be taken or condemned by any competent authority for any public or quasi-public use or purpose (a "**taking**"), and such taking or change in configuration makes it necessary or desirable to remodel or reconstruct the Building, Landlord shall have the right, exercisable at its sole discretion, to cancel this Lease upon not less than thirty (30) days' notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Landlord to Tenant for the right of cancellation and Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by such taking or change in configuration.

17. ASSIGNMENT AND SUBLETTING.

(a) **No Assignment or Subletting.** Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, (i) assign, convey or mortgage this Lease or any interest hereunder (ii) permit to occur or permit to exist, any assignment of this Lease, any lien upon the Lease, the Premises or Tenant's interest therein, or any change in the control of Tenant, by sale of a majority of the voting stock or interests of Tenant, merger, operation of law or any other manner, in a single transaction or series of transactions; (iii) sublet the Premises or any part thereof; or (iv) permit the use of the Premises by any parties other than Tenant and its employees.

Without otherwise limiting the criteria upon which Landlord may withhold its consent to any of the foregoing, Landlord shall be entitled to consider all commercially reasonable criteria including, but not limited to: (A) the business experience and reputation of the proposed individuals who will be managing and operating the business operations of the proposed assignee, transferee or subtenant, (B) the creditworthiness and financial stability of the proposed assignee, transferee or subtenant; (C) the creditworthiness and financial stability of the proposed substitute guarantors, including without limitation whether the proposed guarantors have a net worth, calculated according to GAAP, at least equal to the greater of the net worth of the Guarantors (as defined in the Guaranty) immediately prior to such proposed assignment, transfer or sublease or the net worth

of the Guarantors at the time of execution of the Guaranty, and (D) whether the proposed assignee, transferee, or subtenant desires to change the use within the Premises. Tenant shall provide to Landlord all information concerning any party to a proposed assignment, transfer or sublease, including without limitation a proposed substitute guarantor, as Landlord may reasonably request. Tenant shall reimburse Landlord for all of Landlord's reasonable expenses in connection with any review under this Section 17. Any such action on the part of Tenant without Landlord's prior written consent shall be void and of no effect. Landlord's consent to any assignment, subletting or transfer shall not constitute a waiver of Landlord's right to withhold its consent to any future assignment, subletting, or transfer. No proposed assignment, subletting, or transfer shall be valid or binding upon Landlord unless and until the proposed assignee, transferee or subtenant delivers to Landlord a fully executed counterpart of the assignment, sublease or other transfer agreement that contains an assumption by the assignee, transferee or sublessee of all obligations of Tenant under this Lease, an agreement to be bound by all of the terms, covenants and conditions contained in this Lease, a written guaranty of all of the obligations of the Tenant under the lease by all proposed substitute guarantors, and which shall otherwise be in form and substance satisfactory to Landlord. In the event that Landlord consents to a proposed assignment or transfer of the Lease and Tenant delivers to Landlord the foregoing required assignment, assumption and guaranty documents, provided that there is then no existing event of default under this Lease, the Tenant and Guarantors shall be released from any further liability under the Lease and Guaranty effective as of the date of such assignment or transfer. Landlord reserves the right to assess a reasonable fee, not to exceed \$1,000.00, for processing any such assignment or subleases proposed hereunder and shall be entitled to recover from Tenant all third party costs and expenses incurred by Landlord in connection with any proposed assignment or sublease, including, without limitation, reasonable attorneys' fees.

(b) **Landlord's Right to Excess Rent.** In the event that Landlord consents to any assignment or sublease of any portion of the Premises, as a condition of Landlord's consent, if Landlord so elects to consent, Tenant shall pay to Landlord the full amount of any Excess Rent received by Tenant from such assignment or sublease. For purposes of this Section, the term "**Excess Rent**" shall mean the excess, if any, of (i) the rent charged by Tenant to any assignee or sublessee over (ii) the sum of the Rent payable to Landlord hereunder (or, in the case of a sublease of a portion of the Premises, the portion of the Rent which is allocable on a per square foot basis to the space sublet). Any Excess Rent shall be paid to Landlord promptly by Tenant upon Tenant's receipt from time to time of periodic payments of rent from such assignee or subtenant.

18. SURRENDER OF POSSESSION. Upon the expiration of the Term or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of Landlord as herein provided, Tenant shall forthwith surrender the Premises to Landlord in good order, repair and condition, ordinary wear and tear and damage by fire or other casualty excepted, and, if Landlord so requires, shall restore the Premises to the condition existing at the beginning of the Term, including, without limitation, removal of all alterations, additions and signs made or installed by Tenant and repair any damage caused by such removal. Any interest of Tenant in the alterations, improvements (including all floor coverings) and additions to the Premises made or paid for by Landlord or Tenant shall, without compensation to Tenant, become Landlord's property at the termination of this lease by lapse of time or otherwise and such alterations, improvements and additions shall be relinquished to Landlord in good condition, ordinary wear

and tear and damage by fire or other casualty excepted. Upon or prior to the earlier of the Termination Date or the date upon which Tenant's right to possession of the Premises may be terminated, Tenant shall remove its office furniture, trade fixtures, office equipment and all other items of Tenant's property on the Premises. Tenant shall pay to Landlord upon demand the cost of repairing any damage to the Premises and to the Building caused by any such removal. If Tenant shall fail or refuse to remove any such property from the Premises, Tenant shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to Landlord without any cost either by set-off, credit, allowance or otherwise, and Landlord may at its option accept the title to such property or at Tenant's expense may (i) remove the same or any part in any manner that Landlord shall choose, repairing any damage to the Premises caused by such removal, and (ii) store, destroy or otherwise dispose of the same without incurring liability to Tenant or any other person.

19. HOLDING OVER. Tenant shall pay to Landlord an amount as Rent equal to two hundred percent (200%) of the Rent due from Tenant for the last month of the Term for each month or portion thereof which Tenant shall retain possession of the Premises or any part thereof after the expiration or termination of the Term or of Tenant's right of possession, whether by lapse of time or otherwise, and also shall pay all damages sustained by Landlord, whether direct or consequential, on account thereof. The provisions of this Section 19 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

20. ESTOPPEL CERTIFICATE. Tenant agrees, that, from time to time upon not less than fourteen (14) days prior request by Landlord, Tenant, or Tenant's duly authorized representative having knowledge of the following facts, will deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that the Lease as modified is in full force and effect); (b) the dates to which Rent and other charges have been paid, not exceeding one month's rent; (c) that Landlord is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; and (d) such further matters as are set forth on the form of estoppel certificate attached hereto as Exhibit B and made a part hereof, or as may be requested by Landlord, it being intended that any such statement may be relied upon by any prospective assignee of any tenant of the Building, any mortgagees or prospective mortgagees thereof, or any prospective assignee of any mortgagee thereof, or any prospective and/or subsequent purchaser or transferee of all or a part of Landlord's interest in the Land and/or Building. Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails so to do within ten (10) days after demand in writing, Tenant shall be considered in default under this Lease.

21. SUBORDINATION. Tenant agrees to subordinate its rights hereunder at all times to (a) the lien of any mortgage or mortgages designated by Landlord and to all advances made or thereafter made upon the security thereof and (b) to all future ground leases or underlying leases of land and building designated by Landlord and to execute any such agreements as may be required by the mortgagee or ground or underlying lessor, as the case may be, evidencing such subordination and to attorn to and to recognize, as Landlord, the purchaser at a foreclosure sale or the mortgagee or its nominee in the event the mortgagee or such nominee accepts a deed in lieu of foreclosure, or the ground or underlying lessor in the event of the termination of such underlying or ground lease in return for and upon delivery to Tenant by such mortgagee or ground or

underlying lessor, as the case may be, of an agreement, in the form customarily utilized by Landlord agreeing that in the event of a foreclosure of such mortgage or the giving of a deed in lieu of foreclosure or termination of such ground or underlying lease, Tenant may remain in possession of the Premises pursuant to the terms of this Lease and retain all of the rights, options and privileges granted to it hereunder as long as Tenant continues to perform its obligations hereunder and further agreeing that the purchaser at a foreclosure sale or transferee in the case of a deed in lieu of foreclosure or ground or underlying lessor as the case may be, will assume all of the obligations of Landlord in such case; provided, however, that in no event shall any such party have any personal liability hereunder or any liability whatsoever or the acts of Landlord prior to any such transfer or any liability for any deposits made by Tenant hereunder unless such deposits have been transferred to such party, provided, further, however, that such party shall have the liability to perform all of Landlord's continuing obligations, if any, that have not been formed as of the date of transfer. Such agreement may, among other things, require Tenant to notify the mortgagee of any default by Landlord and afford such mortgagee a reasonable opportunity to cure such default prior to any termination of this Lease by Tenant.

22. CERTAIN RIGHTS RESERVED BY LANDLORD. Landlord shall have the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant for damage or injury to property, person or business on account of the exercise thereof and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of rent or any other claim:

- (i) To change the name or street address of the Building.
- (ii) To install, affix and maintain any and all signs on the exterior and on the interior of the Building.
- (iii) To decorate or to make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Building, or any part thereof, and for such purposes to enter upon the Premises, and during the continuance of any of said work, to temporarily close doors, entryways, public space and corridors in the Building and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Tenant's obligations hereunder, so long as the Premises are reasonably accessible and usable.
- (iv) To furnish door keys for the entry door(s) in the Premises at the commencement of the Lease and to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises. Tenant agrees to purchase only from Landlord additional duplicate keys as required, to change no locks, and not to affix locks on doors without the prior written consent of Landlord. Notwithstanding the provisions for Landlord's access to Premises, Tenant relieves and releases Landlord of all responsibility arising out of theft, robbery, pilferage and personal assault. Upon the expiration of the Term or Tenant's right to possession, Tenant shall return all keys to Landlord and shall disclose to Landlord the combination of any safes, cabinets or vaults left in the Premises.
- (v) To designate and approve all window coverings used in the Building.

(vi) To approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Premises and the Building so as not to exceed the legal live load per square foot designated by the structural engineers for the Building, and to require all such items and furniture and similar items to be moved into or out of the Building and Premises only at such times and in such manner as Landlord shall direct in writing. Tenant shall not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises without the prior written consent of Landlord. Movements of Tenant's property into or out of the Building or Premises and within the Building are entirely at the risk and responsibility of Tenant, and Landlord reserves the right to require permits before allowing any property to be moved into or out of the Building or Premises.

(vii) To establish controls for the purpose of regulating all property and packages, both personal and otherwise, to be moved into or out of the Building and Premises and all persons using the Building after normal business hours.

(viii) To regulate delivery and service of supplies and the usage of the loading docks, receiving areas and freight elevators.

(ix) To show the Premises to prospective tenants at reasonable times, with a 48-hour prior oral or written notice and, if vacated or abandoned, to show the Premises at any time and to prepare the Premises for re-occupancy.

(x) To erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances thereto, in and through the Premises at reasonable locations.

(xi) To enter the Premises at any reasonable time to inspect the Premises with reasonable prior oral or written notice.

(xii) To grant to any person or to reserve unto itself the exclusive right to conduct any business or render any service in the Building. If Landlord elects to make available to tenants in the Building any services or supplies, or arranges a master contract therefor, Tenant agrees to obtain its requirements, if any, therefore from Landlord or under any such contract, provided that the charges therefor are reasonable.

23. RULES AND REGULATIONS. Tenant agrees to observe the rules and regulations for the Building attached hereto as **Exhibit C** and made a part hereof Landlord shall have the right from time to time to prescribe additional rules and regulations which, in its judgment, may be desirable for the use, entry, operation and management of the Premises and Building, each of which rules and regulations and any amendments thereto shall become a part of this Lease and Tenant shall comply with all such rules and regulations; provided, however, that such rules and regulations shall not contradict or abrogate any right or privilege herein expressly granted to Tenant or conflict with any laws and regulations, impose additional financial burden on Tenant or unreasonably limit Tenant's quiet enjoyment of the Premises.

24. LANDLORD'S REMEDIES. If default shall be made in the payment of the Rent or any

installment thereof or in the payment of any other sum required to be paid by Tenant under this Lease or under the terms of any other agreement between Landlord and Tenant and such default shall continue for five (5) days, or if default shall be made in the observance or performance of any of the other covenants or conditions in this Lease which Tenant is required to observe and perform and such default shall continue for ten (10) days after written notice to Tenant, or if a default involves a hazardous condition and is not cured by Tenant immediately upon written notice to Tenant, or if the interest of Tenant in this Lease shall be levied on under execution or other legal process, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Tenant, or if any involuntary petition in bankruptcy shall be filed against Tenant under any federal or state bankruptcy or insolvency act and shall not have been dismissed within thirty (30) days from the filing thereof, or if a receiver shall be appointed for Tenant or any of the property of Tenant by any court and such receiver shall not have been dismissed within thirty (30) days from the date of his appointment, or if Tenant shall make an assignment for the benefit of creditors, or if Tenant shall admit in writing Tenant's inability to meet Tenant's debts as they mature, or if Tenant shall abandon or vacate the Premises during the Term for ten (10) consecutive days or more, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon at its option may with, or (but only if Tenant has vacated the Premises) without notice or demand of any kind to Tenant or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

(i) Landlord may terminate this Lease and the Term created hereby, in which event Landlord may forthwith repossess the Premises and be entitled to recover forthwith, in addition to any other sums or damages for which Tenant may be liable to Landlord, as damages a sum of money equal to the excess of the value of the Rent provided to be paid by Tenant for the balance of the Term over the fair market rental value of the Premises, after deduction of all anticipated customary expenses of reletting, for said period. Should the fair market rental value of the Premises, after deduction of all anticipated expenses of reletting, for the balance of the Term exceed the value of the Rent provided to be paid by Tenant for the balance of the Term, Landlord shall have no obligation to pay to Tenant the excess or any part thereof or to credit such excess or any part thereof against any other sums or damages for which Tenant may be liable to Landlord.

(ii) Landlord may terminate Tenant's right of possession and may repossess the Premises by forcible entry and detainer suit, by taking peaceful possession or otherwise, without terminating this Lease, in which event Landlord may, but shall be under no obligation to, relet the same for the account of Tenant, for such rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to decorate, repair, remodel or alter the Premises. If Landlord shall fail to relet the Premises, Tenant shall pay to Landlord as damages a sum equal to the amount of the Rent reserved in this Lease for the balance of the Term. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of all decoration, repairs, remodeling, alterations and additions and the expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the Rent provided for in this Lease, Tenant shall satisfy and pay the same upon demand therefor from time to time. Tenant shall not be entitled to any rents received by Landlord in excess of the Rent provided for in this Lease. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Section 24 from time to time and that no suit or recovery of any portion

due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

25. EXPENSES OF ENFORCEMENT. If Landlord and Tenant litigate any provision of this Lease or the subject matter of this Lease, the unsuccessful litigant will pay to the successful litigant all reasonable costs and expenses, including reasonable attorney fees and court costs, incurred by the successful litigant at trial and on any appeal.

26. COVENANT OF QUIET ENJOYMENT. Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall, during the Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof.

27. SECURITY DEPOSIT. Tenant shall deposit with Landlord within seven (7) days after the Effective Date the amount of \$220,025.00 (the "**Security Deposit**"), in the form of an unconditional, irrevocable letter of credit in said amount issued by a bank, as security for the full and faithful performance and observance by Tenant of the covenants and obligations hereunder and shall be held by Landlord without interest. If Tenant fails to perform any of its obligations hereunder, Landlord may use, apply, or retain the whole or any part of the Security Deposit for payment of (i) any Rent or other sums of money which Tenant may not have paid when due, (ii) any sum expended by Landlord on Tenant's behalf in accordance with the provisions of this Lease, and/or (iii) any sum which Landlord may expend or be required to expend by reason of Tenant's default, including, without limitation, any damage or deficiency in or from the reletting of the Premises as provided in Section 24. The use, application or retention of the Security Deposit, or any portion thereof, by Landlord shall not prevent Landlord from exercising any other right or remedy provided by this Lease or by law (it being intended that Landlord shall not first be required to proceed against the Security Deposit) and shall not operate as a limitation on any recovery to which Landlord may otherwise be entitled. If any portion of the Security Deposit is used, applied or retained by Landlord for the purposes set forth above, Tenant agrees, within ten (10) days after the written demand therefor is made by Landlord, to deposit cash or an additional letter of credit with Landlord in an amount sufficient to restore the Security Deposit to its original amount. In the event that any letter of credit deposited by Tenant with Landlord as part of the Security Deposit will terminate prior to the expiration or termination of the Term, Tenant shall provide a substitute letter of credit to Landlord in the same or greater amount prior to the expiration of the original letter of credit.

28. REAL ESTATE BROKERS. Tenant represents that it has not dealt with any real estate broker in connection with this Lease and that insofar as Tenant knows, no broker negotiated this Lease or is entitled to any commission in connection therewith except for Jason Huang of Keller Williams Experience ("**Tenant's Broker**") and Brad Belden and Chris Irwin of Colliers (collectively, "**Landlord's Broker**"), whose commissions shall be paid by Landlord pursuant to separate agreement. Tenant agrees to indemnify, defend and hold Landlord and its partners, employees, agents, their officers and partners, harmless from and against any claims made by any broker or finder for a commission or fee in connection with this Lease except for Tenant's Broker

and Landlord's Broker.

29. SIGNS. Tenant shall, at its sole cost and expense, erect such signage on the front of the Premises as is allowed by applicable governmental laws, codes, ordinances and regulations. Prior to the installation of any such signage, Tenant, at its sole cost and expense, shall obtain any and all required governmental permits and approvals for any signage. Any sign installed by Tenant shall (i) be manufactured and installed by Tenant in accordance with plans and specifications approved in advance, in writing, by Landlord, and (ii) comply in all respects with all applicable governmental laws, codes, ordinances and regulations. Tenant shall, at its sole cost and expense, maintain its signs in good condition and repair. Landlord shall have the right to remove any unauthorized signs and to charge Tenant, as additional Rent under this Lease, for the cost of such removal.

30. TENANT'S ENVIRONMENTAL INDEMNITY.

(a) **Definitions.** For purposes of this Section 30, "hazardous substance" means any matter giving rise to liability under the Resources Conservation Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 52 U.S.C. Sections 9601 et seq., the Illinois Environmental Protection Act ("IEPA"), or any common law theory based on nuisance or strict liability, including without limitation, petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any federal, state, county, municipal, local or other statutes, laws, ordinances and regulations.

(b) **Prohibition.** Tenant shall not conduct or authorize the generation, transportation, storage, treatment or disposal on or in the Building, Land or Premises, or any portion thereof, of any hazardous substance without prior written authorization by Landlord, which authorization may be withheld in Landlord's sole discretion, and Tenant's failure to comply with the provisions of this Section 30(b) shall constitute a default under this Lease.

(c) **Remedial Action.** If the presence, release, threat of release, placement on or in the Building, Land or Premises, or any portion thereof, or the generation, transportation, storage, treatment, or disposal at, on or in the Building, Land or Premises, or any portion thereof, of any hazardous substance: (i) gives rise to liability (including, but not limited to, a response action, remedial action, or removal action) under RCRA, CERCLA, the IEPA, or any common law theory based on nuisance or strict liability, (ii) causes an adverse public health effect, or (iii) pollutes, or threatens to pollute, the environment, Tenant shall promptly take, at Tenant's sole cost and expense, any and all remedial and removal action necessary to clean up the the Building, Land or Premises, or any portion thereof, and mitigate exposure to liability arising from the hazardous substance, whether or not required by law.

31. REPORTS BY TENANT. Within thirty (30) days after the end of each Calendar Year during the Term, Tenant shall furnish to Landlord a written statement, certified by Tenant to be correct, setting forth the total gross sales made during the period designated by Landlord in its written request. For purposes of this Section 31, the term "gross sales" shall be construed to include the dollar aggregate of the entire amount of charges from all business of Tenant and of all

licensees, concessionaires and sub-tenants of Tenant, whether such business is evidenced by check, credit, credit card charge, charge account, exchange or otherwise.

32. LIMITATION ON LANDLORD'S LIABILITY. It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings or agreements are made or intended as personal covenants, undertakings or agreements by Landlord or its partners, and any liability for damage or breach or nonperformance by Landlord shall be collectible only out of Landlord's interest in the Building and no personal liability is assumed by, nor at any time may be asserted against, Landlord or its partners or any of its or their officers, agents, employees, legatees, representatives, successors or assigns, all such liability, if any, being expressly waived and released by Tenant.

33. SECURITY SERVICE. Tenant hereby acknowledges that the Rent payable to Landlord hereunder does not include the cost of guard service or other security measures and that Landlord shall have no obligation to provide the same. Tenant assumes all responsibility for the protection of Tenant, its employees, agents and invitees and any property of Tenant, its employees, agents and invitees from the acts of third parties.

34. PARKING. No parking for motor vehicles shall be provided by Landlord in the Building, on the Land or adjacent thereto. Tenant, its employees, agents, customers, guests, visitors and invitees, must utilize public parking spaces and in doing so shall at all times comply with all applicable laws, codes and ordinances. Tenant, its employees, agents, customers, guests, visitors and invitees assume full responsibility, and Landlord shall have no liability for (a) all loss, damage, injury, or death caused to the person or property of third parties relating to parking motor vehicles in connection with access to or use of the Premises; and (b) protecting their motor vehicles against theft, vandalism, and damage, and for protecting their person against injury and assault relating to parking motor vehicles in connection with access to or use of the Premises. Tenant shall indemnify Landlord against all loss, damage, cost, and expense (including attorney's fees) sustained by Landlord by reason of any motor vehicular parking by Tenant, its employees, agents, customers, guests, visitors and invitees, other than damage caused by the negligence of Landlord. Tenant expressly agrees that Landlord shall have the right to tow motor vehicles of Tenant and its employees, agents, customers, guests, and visitors which are parked in violation of the provisions of this Lease.

35. EXHAUST SYSTEM, CLEANING AND OTHER RESTAURANT CONDITIONS.

(a) **Exhaust System.**

(i) Tenant shall, at its sole cost and expense, prior to opening the Premises for business and at all times thereafter during the Term, maintain and replace (as necessary and as applicable) the exhaust fans and systems, ductwork and venting (collectively, the "**Exhaust System**") as required by applicable laws, and to ensure that all smoke, odors, vapors and steam are appropriately exhausted from the Premises and the Building.

(ii) No exhaust vents, flues, pipes or other outlets shall be installed through the walls, floor or ceiling of the Premises or through any portion of the Building (including but not

limited to the exterior walls or the ceiling of the Premises) without the prior written consent of Landlord as to the location, construction and appearance thereof, which consent may be withheld in Landlord's sole discretion. In all events, any roof penetration and/or installation shall be performed in a manner so as to not invalidate any roof warranty, and Tenant shall be responsible for all costs associated with obtaining the roof warrantor's consent including, but not limited to, any inspection charges or consent fees. In Landlord's discretion, such penetrations or installations shall be performed by Landlord's contractor, at Tenant's expense.

(iii) Notwithstanding any herein contained in this Lease to the contrary, Landlord shall not, by its approval of the location, construction or appearance of the Exhaust System or any portion thereof in the Premises, be deemed to have represented that such systems are adequate or that the same comply with any applicable laws, nor shall such approval be deemed a waiver by Landlord of the right to require that Tenant modify such systems or facilities or add other or additional such systems or facilities in order to prevent the discharge of smoke, odors, vapors and steam into any areas of the Building. Tenant's Exhaust System shall include fire prevention and/or extinguishment facilities or systems as may be required by Landlord from time to time in view of Tenant's methods and volume of cooking and other food and beverage preparation and always in compliance with applicable Laws and in accordance with the rules and regulations of all appropriate insurers. This shall be in addition to any sprinkler or other fire protection/suppression facilities installed in the Premises.

(iv) Tenant shall regularly and adequately clean or provide for the cleaning of the Exhaust System and its various components serving the Premises at least every six (6) months (or and more often as may be required by applicable laws or insurance requirements, or applicable industry standards). All contractors used by Tenant for such cleaning as well as the terms of the clean and maintenance contract must be approved by Landlord. This cleaning shall include degreasing of all hoods, fans, vents, pipes, flues, grease traps and other areas of such systems subject to grease buildup. Tenant shall provide to Landlord, upon demand, substantiation that Tenant is performing such cleaning and degreasing or causing the same to be performed. In the event that Tenant shall refuse or fail to clean and degrease such systems or to arrange for the cleaning and degreasing of such systems within 48 hours after oral notice from Landlord, then Landlord may arrange for the cleaning and degreasing thereof, and Tenant shall pay the entire cost thereof or reimburse Landlord for its actual costs incurred in connection therewith.

(v) In the event that Tenant's Exhaust System connects to pipes, stacks, vents or other facilities located outside the Premises and used by Tenant, Tenant shall, subject to the approval of Landlord, provide for the regular cleaning and degreasing thereof as necessary and the cost thereof shall be paid by Tenant. In the event that Tenant shall refuse or fail to clean and degrease such pipes, stacks, vents or other facilities within 48 hours after notice from Landlord, then Landlord may arrange for the cleaning and degreasing thereof, and Tenant shall reimburse Landlord for its actual costs incurred in connection therewith.

(b) **Cleaning: Degreasing: Trash.**

(i) In the event Landlord exercises its right to clean and/or degrease (or causes the same to be performed) the Exhaust System as provided for above, Landlord shall not be liable

to Tenant for any loss or damage to Tenant's stock in trade or business by reason thereof, including but not limited to any loss of revenues resulting from any required limitation or cessation of Tenant's business while such cleaning is performed or as a result thereof. Landlord's (or its contractor's) performance of such cleaning and degreasing shall not release Tenant from Tenant's obligations hereunder nor shall the same be deemed to be a waiver by Landlord of Tenant's default for the failure to perform such cleaning and degreasing, provided that if Tenant fully reimburses Landlord as provided hereunder then such default shall be deemed cured.

(ii) Tenant shall regularly and adequately clean or provide for the cleaning of all grease traps, catch basins, plumbing waste lines and similar facilities serving the Premises. Tenant shall not use any chemicals or other cleaning methods which could damage the drain pipes or other portions of the drainage and/or sewer system in the Premises or the Building. Tenant shall provide to Landlord, upon demand, reasonable proof that Tenant is regularly doing such cleaning or causing it to be done.

(iii) Tenant shall not dispose of material which will cause clogging or blockage of pipes and drains by pouring or permitting the same to flow into any drains or pipes. Tenant shall at its sole expense properly dispose of all grease from the Premises. If any other refuse or garbage requires special handling, Tenant shall pay the cost thereof.

(iv) All equipment installed or used by Tenant in the Premises shall be properly installed with adequate electrical wiring in conformity with the recommendations of the manufacturers thereof and with all applicable laws. All electrical equipment shall have been tested and approved by the Underwriters Laboratory or similar safety testing organization. No equipment shall be used by Tenant in the Premises unless and until such equipment and the installation thereof has been inspected and approved by the applicable governmental authorities having jurisdiction and unless, until and only for so long as all necessary permits and authorizations for the use and/or operation thereof have been obtained by Tenant from such authorities at Tenant's sole cost and expense.

(v) Tenant shall keep the Premises free from insects, rodents and vermin. Without limiting the generality of the foregoing, Tenant shall, at its sole cost and expense, engage professional reputable exterminators to service the Premises, including but not limited to, all food preparation and food storage areas, on a monthly basis (or at such greater frequency as Landlord may reasonably require) and to the extent necessary to safely keep the Premises free of insects, rodents, vermin and other pests and to prevent insects, rodents, vermin and other pests from the Premises infesting spaces leased to others or any other common areas of the Building. Tenant shall provide to Landlord, upon demand, reasonable proof that Tenant is causing such exterminating to be regularly performed. In addition, Tenant shall cause extermination services to be provided to areas of the Building outside of the Premises if Landlord has reasonable cause to believe that the Building is suffering from rodent infestation as a result of Tenant's operations within the Premises.

(vi) Tenant will not permit any goods or merchandise to remain in, on or near any doorways, loading docks, receiving areas or other portions of the Building. Any goods or merchandise remaining in such areas shall be deemed to be trash and may be disposed of by

Landlord in such manner as Landlord may deem advisable and without liability to Tenant on account thereof.

(vii) Tenant shall require that all purveyors with whom Tenant does business adequately and securely package all goods and merchandise so as to prevent any leaking, spilling, spoilage, odors or infestation. If any leaking or spilling shall occur or if any goods and merchandise shall fall out of any containers or packages, Tenant shall be responsible for and shall immediately cause the same to be cleaned and removed and restore any damage to the common areas that may result therefrom. Tenant will immediately transfer all goods and merchandise received to the Premises and properly store the same in the Premises so as to retard any spoilage thereof, to prevent any odors emanating therefrom and to prevent the infestation thereof.

(viii) Tenant shall prevent food odors from emanating from the Premises into other areas of the Building.

(ix) Tenant shall remove all garbage, trash, rubbish and other refuse from the Premises on not less than a daily basis, which removal shall be accomplished by Tenant storing its garbage in a sanitary manner in rodent proof containers in the Premises until removed, and then removing its garbage to the retail trash room in the Building designated by Landlord where Tenant, at its expense, shall provide and maintain in a sanitary condition, a garbage dumpster to hold Tenant's garbage pending daily pick up by a reputable trash removal service engaged by Tenant. In the event that Tenant fails to provide for removal of its garbage, trash, rubbish and other refuse in accordance with the above, Landlord may (but shall not be obligated to) remove same and Tenant shall reimburse Landlord for the cost thereof immediately upon demand.

(c) **General.** Tenant's obligations under this Section 35 shall be performed so as to cause the Premises and the items which Tenant is obligated to maintain to meet the highest standards of cleanliness and health applicable to similar class restaurants and to comply with applicable insurance requirements and applicable laws. All obligations of Tenant under this Section 35 shall be performed at Tenant's expense. If Tenant fails to perform its obligations set forth in this Section 35 (including, but not limited to the proper disposal of trash), then Landlord may arrange for the performance thereof, and Tenant shall pay within five (5) days of Landlord's demand therefor, the entire cost thereof plus an administrative charge equal to ten percent (10%). Landlord shall not be liable to Tenant for any loss or damage that may accrue to Tenant's stock in trade or business by reason thereof, including but not limited to any loss of revenues resulting from any required limitation or cessation of Tenant's business while such obligations are performed or as a result thereof. Landlord's performance of such obligations shall not release Tenant from Tenant's obligations hereunder nor shall the same be deemed to be a waiver by Landlord of Tenant's default for the failure to perform such cleaning.

36. ADA. The parties acknowledge that the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA") establish requirements under Title III of the ADA ("Title III") pertaining to business operations, accessibility and barrier removal, and that such requirements may be unclear and may or may not apply to the Premises and the Building depending on, among other things: (1) whether

Tenant's business operations are deemed a "place of public accommodation" or a "commercial facility," (2) whether compliance with such requirements is "readily achievable" or "technically infeasible," and (3) whether a given alteration affects a "primary function area" or triggers so-called "path of travel" requirements. The parties acknowledge and agree that Tenant has been provided an opportunity to inspect the Premises and the Building sufficient to determine whether or not the Premises and the Building in their condition current as of the date hereof deviate in any manner from the ADA Accessibility Guidelines ("ADAAG") or any other requirements under the ADA pertaining to the accessibility of the Premises or the Building. Tenant further acknowledges and agrees that except as may otherwise be specifically provided herein, Tenant accepts the Premises and the Building in "as-is" condition and agrees that Landlord makes no representation or warranty as to whether the Premises or the Building conform to the requirements of the ADAAG or any other requirements under the ADA pertaining to the accessibility of the Premises or the Building. Tenant shall prepare or review the plans and specifications for any Tenant Improvements and will independently determine that such plans and specifications are in conformance with the ADAAG and any other requirements of the ADA. Tenant further acknowledges and agrees that to the extent that Landlord prepares, reviews or approves any of those plans and specifications, such action shall in no event be deemed any representation or warranty that the same comply with any requirements of the ADA. Notwithstanding anything to the contrary in this Lease, the parties hereby agree to allocate responsibility for Title III compliance as follows: (a) Tenant shall be responsible for all Title III compliance and costs in connection with the Premises, including doors, entryways, bathrooms, structural work, if any, and including any leasehold improvements or other work to be performed in the Premises under or in connection with this Lease; and (b) Landlord shall perform, and Tenant shall be responsible for the cost of, any so-called Title III "path of travel" requirements triggered by any construction activities or alterations in the Building. Except as set forth above with respect to Landlord's Title III obligations, Tenant shall be solely responsible for all other requirements under the ADA relating to the Tenant or any affiliates or persons or entities related to the Tenant, Tenant's operations or the Premises, including, without limitation, requirements under Title I of the ADA pertaining to Tenant's employees.

37. **MISCELLANEOUS.**

(a) **Rights Cumulative.** All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

(b) **Interest.** All payments becoming due under this Lease and remaining unpaid when due shall bear interest from the date such payment was due until paid at the rate of the greater of (i) ten percent (10%) per annum or (ii) two percent (2%) per annum above the prime rate of interest charged from time to time by J.P. Morgan Chase Bank, N.A. (but in no event at a rate which is more than the highest rate which is at the time lawful in the State of Illinois).

(c) **Terms.** The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed.

(d) **Binding Effect.** Each of the provisions of this Lease shall extend to and shall, as

the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Section 16 hereof.

(e) **Lease Contains All Terms.** All of the representations and obligations of Landlord are contained herein and in the other Exhibits attached hereto, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon Landlord unless in writing signed by Landlord or by a duly authorized agent of Landlord empowered by a written authority signed by Landlord.

(f) **Delivery for Examination.** Submission of the Lease for examination or any other purpose shall not bind Landlord in any manner, and no Lease or obligations of Landlord shall arise until this instrument is signed by both Landlord and Tenant and delivery is made to each.

(g) **No Air Rights.** No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

(h) **Modification of Lease.** If any lender requires, as a condition to its lending funds the repayment of which is to be secured by a mortgage or trust deed on the Land and Building or either, that certain modifications be made to this Lease, which modifications will not require Tenant to pay any additional amounts or otherwise change materially the rights or obligations of Tenant hereunder, Tenant shall, upon Landlord's request, execute appropriate instruments effecting such modifications.

(i) **Transfer of Landlord's Interest.** Tenant acknowledges that Landlord has the right to transfer its interest in the Land and Building and in this Lease, and Tenant agrees that in the event of any such transfer Landlord shall automatically be released from all liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder. Tenant further acknowledges that Landlord may assign its interest in this Lease to a mortgage lender as additional security and agrees that such an assignment shall not release Landlord from its obligations hereunder and that Tenant shall continue to look to Landlord for the performance of its obligations hereunder.

(j) **Landlord's Title.** Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to commit or engage in any act which can, shall or may encumber the title of Landlord.

(k) **Prohibition Against Recording.** Neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and the recording thereof in violation of this provision shall make this Lease null and void at Landlord's election.

(l) **Captions.** The captions of sections and subsections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such sections and subsections.

(m) **Covenants and Conditions.** All of the covenants of Tenant hereunder shall be

deemed and construed to be “**conditions**”, if Landlord so elects, as well as “**covenants**” as though the words specifically expressing or importing covenants and conditions were used in each separate instance.

(n) **Only Landlord/Tenant Relationship.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

(o) **Application of Payments.** Landlord shall have the right to apply payments received from Tenant pursuant to this Lease (regardless of Tenant’s designation of such payments) to satisfy any obligations of Tenant hereunder, in such order and amounts, as Landlord in its sole discretion, may elect.

(p) **Definition of Landlord.** All indemnities, covenants and agreements of Tenant contained herein which inure to the benefit of Landlord shall be construed to also inure to the benefit of Landlord’s agents and employees.

(q) **Time of Essence.** Time is of the essence of this Lease and each of its provisions.

(r) **Governing Law.** Interpretation of this Lease shall be governed by the law of the state in which the Premises is located.

(s) **Partial Invalidity.** If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

(t) **Force Majeure.** Landlord shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by a cause or causes beyond its control, including all labor disputes, civil commotion, war, war like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain or delays in obtaining any governmental approvals or permits, fire or other casualty, inability to obtain or delay in obtaining any material, services or financing, or through acts of God. Tenant shall similarly be excused for delay in the performance of any obligation hereunder; provided:

(i) nothing contained in this Section (i) elsewhere in this Lease shall be deemed to excuse or permit any delay in the payment of the Rent, or any delay in the cure of any default which may be cured by the payment of money;

(ii) no reliance by Tenant upon this Section shall limit or restrict in any way

Landlord's right of self-help as provided in this Lease; and

(iii) Tenant shall not be entitled to rely upon this Section unless it shall first have given Landlord notice of the existence of any force majeure preventing the performance of an obligation of Tenant within five (5) days after the commencement of the force majeure.

(u) **Waiver of Trial by Jury.** TO THE FULL EXTENT PERMITTED BY LAW, LANDLORD AND TENANT HEREBY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM BY EITHER LANDLORD OR TENANT AGAINST EACH OTHER AND ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE AND OCCUPANCY OF THE PREMISES AND/OR ANY EMERGENCY OR STATUTORY REMEDY.

(v) **Patriot Act.** Neither Tenant nor any of its constituents, partners, members or shareholders, nor any beneficial owner of Tenant or of any such partner, member or shareholder (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001) (the "Order"); (b) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (c) is engaged in activities prohibited in the Order; or (d) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

(w) **No Smoking in Premises.** Neither Tenant nor any of its employees, agents, contractors, invitees, sublessees, licensees, or customers shall smoke in the Premises, or in any area designated by Landlord (whether through the posting of a "no smoking" sign or otherwise) as a "no smoking" area. Landlord reserves the right to designate, from time to time, additional areas of the Building and the Premises as "no smoking" areas and to designate any area of the Building as a "no smoking" area.

(x) **Counterparts/Electronic signatures.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and may be executed by facsimile or email transmission or other electronic means, including without limitation DocuSign, and any such electronic signatures shall have the same force and effect as original signatures.

38. GUARANTY. This Lease is contingent upon the execution of the Lease Guaranty attached hereto and made a part hereof (the "Guaranty") by all the Guarantors (as defined in the Guaranty).

39. CITY GRANT. Landlord shall reasonably cooperate with Tenant, at no expense to Landlord, to apply for and obtain a grant from the City of Des Plaines in a timely fashion. Landlord's refusal to provide any required consent or authorization for Tenant to apply for or

obtain the City's grant shall entitle Tenant to terminate the Lease with no payment obligation from Tenant to Landlord; provided that if Landlord reasonably cooperates as provided above, Tenant shall have no right to terminate this Lease if Tenant is unable to obtain a grant from the City of Des Plaines.

40. NOTICES.

All notices to be given under this Lease shall be in writing (except if otherwise permitted to be given orally under the express provisions of this Lease) and delivered personally or deposited in the United States mail, certified or registered mail with return receipt requested, postage prepaid, addressed as follows:

- (a) If to Landlord: 1425 Ellinwood Apartments, LLC
2100 Travis St., Suite 1555
Houston, TX 77002

or to such other person or address designated by notice sent by Landlord to Tenant.

- (b) If to Tenant, prior to the Commencement Date:

Hot Pot 757 Ch Inc.
319 59th St.
Willowbrook, IL 60527

After the Commencement Date, notices may be given to Tenant at the Premises.

Notice by mail shall be deemed to have been given when deposited in the United States mail as aforesaid.

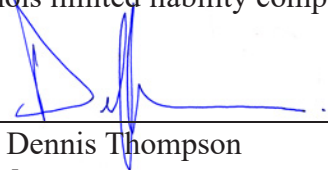
[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the Effective Date.

LANDLORD:

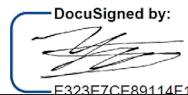
1425 ELLINWOOD APARTMENTS, LLC, a Delaware limited liability company,

By: Bayview-Compasspoint Venture Partners, LLC, an Illinois limited liability company, its Manager

By: 
Name: Dennis Thompson
Title: Manager

TENANT:

HOT POT 757 CH INC., an Illinois corporation

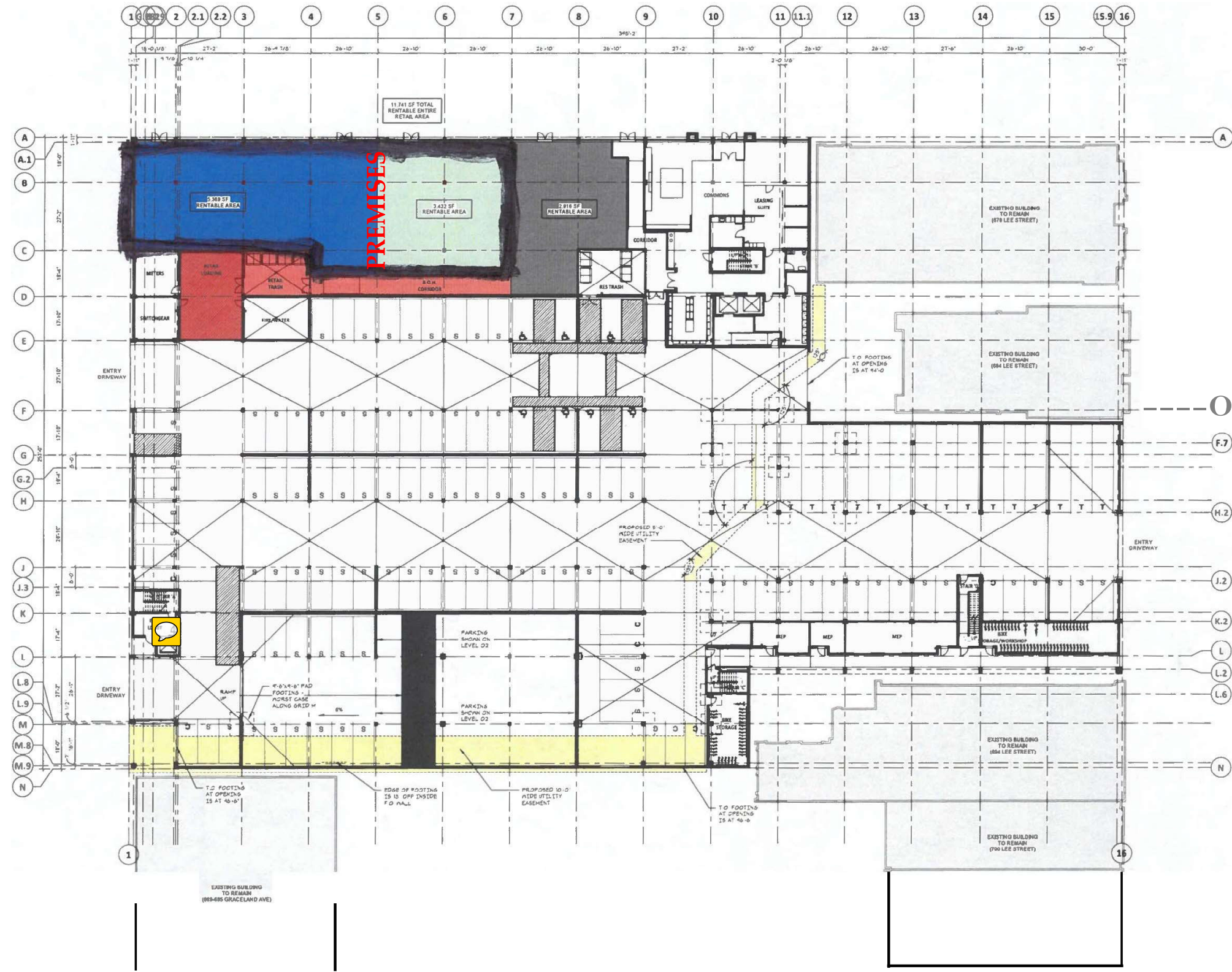
By: 
Name: Yun Lin
Title: President



500 Washington Avenue South, Suite 1000
Minneapolis, MN 55415
p 612.339.5588 | f 612.339.5382
www.esgarch.com



John P. Wozniak
Typed or Printed Name
001 026814 12/03/18
License # Date



1 LEVEL 01 OVERALL PLAN
A1.1 1/16" = 1'-0"

CONSTRUCTION DOCUMENT SET 10/02/20	
ORIGINAL ISSUE: 10/11	
REVISIONS: 10/12/20	
18531 PROJECT NUMBER	
ESG DRAWN BY	ESG CHECKED BY
ELLINWOOD APARTMENTS	
VELOI- OVERALL PLAN A1.1	

EXHIBIT C

BUILDING RULES AND REGULATIONS

Tenant agrees to observe the rights reserved to Landlord in the Lease and agrees for itself, its employees, agents, clients, customers, invitees, and guests to comply with the following rules and regulations and with such reasonable modifications thereof and additions thereto as Landlord may make, from time to time, for the Building.

1. Any sign, lettering, picture, notice, or advertisement installed within Tenant's Premises which is visible to the public from within the Building shall be installed at Tenant's cost and in such manner, character, and style as Landlord may approve in writing. No sign, lettering, picture, notice, or advertisement shall be placed on any outside window or in any position so as to be visible from outside the Building or from any atrium or lobbies of the Building.

2. Tenant shall not use the name of the Building or use pictures or illustrations of the Building in advertising or other publicity without prior written consent of Landlord.

3. Tenant, its customers, invitees, licensees, and guests shall not obstruct sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators, and stairways in and about the Building. Tenant shall not place objects against glass partitions or doors or windows or adjacent to any open common space which would be unsightly from the Building corridors or from the exterior of the Building, and will promptly remove the same upon notice from Landlord.

4. Tenant shall not make noises, cause disturbances, create vibrations, odors or noxious fumes, or use or operate any electrical or electronic devices or other devices that emit sound, waves, or are dangerous to other tenants and occupants of the Building or that interfere with or disturb the use and quiet enjoyment of other premises in the Building by the tenants or occupants thereof or the operation of any device or equipment or radio or television broadcasting or reception from or within the Building or elsewhere, and shall not place or install any projections, antennae, aerials, or similar devices inside or outside of the Premises.

5. Tenant shall not make any room-to-room canvas to solicit business from other tenants in the Building, and shall not exhibit, sell or offer to sell, use, rent, or exchange any item or service in or from the Premises unless ordinarily embraced within Tenant's use of the Premises as specified in its lease.

6. Tenant shall not waste electricity or water and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's heating and air conditioning and shall refrain from attempting to adjust any controls. Tenant shall keep public corridor doors closed.

7. Door keys for doors in the Premises will be furnished at the commencement of the Lease by Landlord. Tenant shall not affix additional locks on doors and shall purchase duplicate keys only from Landlord. When the Lease is terminated, Tenant shall return all keys to Landlord and will provide to Landlord the means of opening any safes, cabinets, or vaults left in the Premises.

8. Tenant assumes full responsibility for protecting its space from theft, robbery, and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured, except for Landlord's or its contractor's negligence.

9. Peddlers, solicitors, and beggars shall be reported to the office of the Building or as Landlord otherwise requests.

10. Tenant shall neither install nor operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises without the written permission of Landlord.

11. No person or contractor not employed by Landlord shall be used to perform window washing, cleaning, decorating, repair or other work in the Premises unless approved by Landlord.

12. Tenant shall not, and Tenant shall not permit or suffer anyone to:

(a) Place vending or dispensing machines of any kind in or about the Premises;

(b) At any time sell, purchase or give away, or permit the sale, purchase or gift of food in any form.

13. Tenant shall not:

(a) Use the Premises for lodging or for any immoral or illegal purposes;

(b) Use the Premises to engage in the manufacture or sale of or permit the use of, any illegal drugs on the Premises.

14. In no event shall any person bring into the Building inflammables such as gasoline, kerosene, naphtha, and benzene, or explosives or firearms or any other article of intrinsically dangerous nature. If by reason of the failure of Tenant to comply with the provisions of this Section, any insurance premium payable by Landlord for all or any part of the Building shall at any time be increased above normal insurance premiums for insurance not covering the items aforesaid, Landlord shall have the option to either terminate the Lease or to require Tenant to make immediate payment for the whole of the increased insurance premium.

15. Tenant shall comply with all applicable federal, state, and municipal laws, ordinances, and regulations and building rules, and shall not directly or indirectly make any use of the Premises which may be prohibited thereby or which shall be dangerous to person or property or shall increase the cost of insurance or require additional insurance coverage.

16. If Tenant desires signal, communication, alarm, or other utility or service connection installed or changed, the same shall be made at the expense of Tenant with approval and under direction of Landlord.

17. Bicycles shall not be permitted in the Building in other than Landlord designated locations.

18. Tenant shall cooperate and participate in all security programs affecting the Building.

19. In the event Landlord allows one or more tenants in the Building to do any act prohibited herein, Landlord shall not be precluded from denying any other tenant the right to do any such act.

EXHIBIT D

LANDLORD'S WORK

Prior to the Commencement Date, Landlord shall furnish the following for the Premises, in accordance with applicable laws, codes and ordinances:

1. Gas. Landlord to provide separately metered natural gas line to Tenant approved location within the Premises.
2. Sanitary Sewer. Landlord to stub minimum 4 inch sanitary sewer line to a Tenant approved location within the Premises.
3. Water. Landlord to stub minimum 2 inch separately metered domestic water line to a Tenant approved location within the Premises, with 6-gallon electric water heater. Landlord to provide 1 mop sink per code and up to a 1,500 gallon grease trap sized in coordination with Tenant's Work, as approved and permitted, in accordance with the requirements of local code and ordinances, with drain running to communal trap.
4. Electrical. Landlord should furnish and install electrical panel up to 1200-AMP 3 – phase stubbed to the Premises in coordination with Tenant's Work, as approved and permitted. One (1) duplex outlet per code.
5. Fire Sprinkler System. Already in place on the Effective Date.
6. Storefront Door. One 3' x 7' glass/aluminum door with closer and building standard hardware.
7. Rear Door. One rear 3' X 7' metal exit door and frame with closer and building standard hardware.
8. Flooring. New concrete floor topping shall have a smooth trowel finished to facilitate the installation of glue-down carpet or other floor finishes. Typical flatness (1/4 inch in 10 feet).
9. Walls. Perimeter walls with gypsum board finished on one side and left exposed on the other, including insulation on exterior walls. Interior demising walls to provide 1-hour rated assembly gypsum board on one side, not insulated, but taped, fire caulked and sanded (priming, painting or other finishes shall be performed by Tenant at Tenant's expense as part of the Tenant's Work) and subject to changes to make sure city codes are met.
10. Bathrooms. Two (2) restrooms stubbed and framed to location per Tenant's Plans (as hereafter defined).
11. Ceiling. Exposed.

12. HVAC. Up to 1 ton per 175 feet, including economizer and main plenum ducts stubbed to the Premises in coordination with Tenant's Work, as approved and permitted. Landlord shall provide ventilation per hood details in Tenant's Plans.
13. Lighting. None. Part of Tenant's Work.
14. Exit and Emergency Lights. To be installed by Landlord as required by applicable codes.
15. Fire System. Building standard fire alarm system including all devices (horns, strobes, pull stations, duct detectors, smoke detectors, fan shut-downs, other) as required by applicable codes. System shall be monitored by Landlord's monitoring company (with the cost thereof included in Operating Expenses) or the government agency having jurisdiction. If no common fire alarm system is in place, then Landlord shall provide and install such system as required by applicable codes.
16. Electrical sign. One 20 Amp. electrical sign circuit to center of sign band.
17. Communications/Data Services. Landlord shall allow Tenant's telephone, internet and cable TV providers to provide their services and hardware to the Building and Premises.
18. Ventilation. Landlord shall provide necessary ventilation stubbed to the Premises appropriate for the specifications of Tenant's hood vent specifications, per Tenant's Plans, and City codes.

EXHIBIT E**TENANT WORK LETTER**

Tenant shall cause to be performed in the Premises the work (the “**Tenant’s Work**”) called for and in full accordance with the Tenant’s Plans (as hereinafter defined), subject to and in full compliance with the provisions of the Lease, and Tenant will pay all construction and other costs of Tenant’s Work, except as otherwise provided herein.

1. GENERAL DESIGN AND CONSTRUCTION CRITERIA.

1.1 **Contracts for Tenant’s Work.** Tenant is responsible for letting contracts relating to the construction and installation of the Tenant’s Work, supervision and completion of Tenant’s Work and payment therefor, procurement of all permits and permissions related to Tenant’s Work, compliance with the requirements of all authorities having jurisdiction and with conditions contained herein, and payment of all fees and charges incurred in connection therewith. Tenant shall furnish Landlord for Landlord’s prior approval names and addresses of all contractors and subcontractors who shall perform Tenant’s Work, copies of all contracts and subcontracts, and copies of all necessary permits, licenses and approvals.

1.2 **Landlord’s Approval.** Landlord reserves the right to withhold authorization for Tenant’s Work to proceed until furnished with reasonable evidence that Tenant has made provision to pay the full cost of the work, subject to Tenant’s receipt of the Tenant Allowance (as hereafter defined), and to discharge any liens that may arise therefrom.

1.3 **Tenant’s Obligations.** Tenant shall impose and enforce all terms of this Work Letter on any architect, engineer, designer, contractor and workmen engaged by Tenant, its contractors and subcontractors.

2. TENANT’S PLANS.

2.1 **Submission of Tenant’s Plans.** On or before the date thirty (30) days after the Effective Date of this Lease, Tenant shall, at its expense, except as otherwise provided herein, furnish Landlord with architectural and design plans and drawings from the architect selected by Tenant (the “**Tenant’s Plans**”) which shall in aggregate fully depict and govern the Tenant’s Work and shall include, without limitation, floor plans, interior elevations, details of any special installation which will affect the Building or perimeter walls of the Premises, complete plans for all mechanical, plumbing and electrical work including details of underfloor surfaces, specifications for all materials, finishes and other work, and performance characteristics for fixtures and equipment. Tenant’s Plans shall be full and complete in all respects as may be necessary for construction and determination of the specific scope of Tenant’s Work. Tenant’s Plans shall be certified (sealed) by an architect duly registered in the State of Illinois.

2.2 **Landlord’s Approval of Tenant’s Plans.** After Tenant submits Tenant’s Plans to Landlord, Landlord shall have fourteen (14) days to approve or disapprove Tenant’s Plans, and in the event Landlord does not approve the same, Landlord shall advise Tenant of Landlord’s comments to Tenant’s Plans. Failure by Landlord to approve or disapprove Tenant’s Plans within

the time limits prescribed herein shall constitute disapproval by Landlord. In the event Landlord disapproves Tenant's Plans, Tenant shall incorporate Landlord's comments into Tenant's Plans within ten (10) days from receipt thereof and resubmit the same to Landlord, who shall have ten (10) days to approve or disapprove the revised Tenant's Plans. In the event Landlord does not approve the same, the procedures set forth herein shall be followed until such time as Landlord has approved the revised Tenant's Plans. Upon approval by Landlord of the Tenant's Plans, Tenant shall, at its expense, except as otherwise provided herein, furnish Landlord with working drawings and detailed plans and specifications, which shall strictly conform to the approved Tenant's Plans ("**Working Plans**").

2.3 **Standards for Approval of Tenant's Plans.** Landlord shall not be deemed to have acted unreasonably if it withholds its approval of any Tenant's Plans because, in Landlord's reasonable opinion, the Tenant's Work, as described therein: (a) is likely to adversely affect the Building systems, the structure of the Building or the safety of the Building and/or its occupants; (b) might impair Landlord's ability to furnish services to Tenant or other tenants in the Building; (c) would increase the cost of operating the Building; (d) would violate any governmental laws, rules or ordinances (or interpretations thereof); (e) contains or uses hazardous or toxic materials or substances; (f) would adversely affect the appearance of the Building; (g) might adversely affect another tenant's premises; (h) is prohibited by any mortgage, trust deed or other instrument encumbering the Building or the Property; (i) is likely to be substantially delayed because of unavailability of shortage of labor or materials necessary to perform such work or the difficulties or unusual nature of such work; or (j) would increase the cost of repairs, insurance of furnishing of services with respect to other portions of the Building, or otherwise adversely affect the efficient operation of such other portions. The foregoing reasons, however, shall not be the only reasons for which Landlord may withhold its approval, whether or not such other reasons are similar or dissimilar to the foregoing. Neither the approval by Landlord of the Tenant's Work or the Tenant's Plans or any other plans, drawings, specifications or other items associated with the Tenant's Work nor Landlord's performance, supervision or monitoring of the Tenant's Work shall constitute any warranty by Landlord to Tenant of the adequacy of the design for Tenant's intended use of the Premises.

2.4 **Tenant's Plans as Exhibit to Lease.** Tenant's Plans shall be approved by Landlord and Tenant by affixing thereon the signature or initials of an authorized officer or employee of each of the respective parties hereto and shall be incorporated into and made a part of the Lease. The signature of an authorized officer or employee shall be deemed conclusive evidence of the approval indicated by such signature. Landlord and Tenant agree to appoint competent personnel to work with the other party in the preparation of Tenant's Plans.

2.5 **Modification of Tenant's Plans.** In the event Tenant desires or is required to modify or change Tenant's Plans after the same have been approved in the manner provided above, Tenant shall submit such modifications or changes to Landlord for review and consideration and the procedures governing approval of Tenant's Plans shall apply to any such modifications or changes.

2.6 **No Representation or Warranty by Landlord.** Any approval by Landlord of any of Tenant's Plans shall not in any way be construed or operate to bind Landlord or to constitute a representation or warranty of Landlord as to the adequacy or sufficiency of Tenant's Plans, or

the improvements to which they relate, for any reason, purpose or condition, but such approval shall merely be the consent of Landlord, as may be required hereunder, in connection with performance of Tenant's Work in accordance with Tenant's Plans.

3. **PERFORMANCE OF TENANT'S WORK.**

3.1 **Permits and Approvals.** Prior to commencement of construction by Tenant, Tenant shall obtain, at Tenant's sole cost and expense, all necessary permits and approvals (including for Tenant's signage) and post same upon the Premises as required by applicable law.

3.2 **Tenant to Perform Tenant's Work.** At its own expense, Tenant shall provide all design, engineering, plans, specifications, drawings, permits, fees, work, labor, skill and equipment required to complete the Premises for occupancy, and shall construct the Tenant's Work in accordance with Tenant's Plans, approved in the manner set forth herein.

3.3 **Conditions to Performance Tenant's Work.** No construction work shall be undertaken or commenced by Tenant until:

- (a) Tenant's Plans have been submitted to and approved by Landlord;
- (b) all necessary building and other required municipal permits and required insurance coverages have been secured and certificates of insurance delivered to Landlord;
- (c) proper provision has been made by Tenant for payment in full of the cost of the work, and
- (d) Landlord has given written notice that the work can proceed, subject to such reasonable conditions as Landlord may impose.

3.4 **Completion Date.** Tenant shall proceed with its work expeditiously, continuously, and efficiently, and shall complete the same within one hundred (100) days following the completion of Landlord's Work. Failure of Tenant to complete within such time period shall not prevent commencement of the term of the Lease or commencement of any rental or other charges payable by Tenant under the Lease.

3.5 **Standard's for Performance of Tenant's Work.** Tenant shall ensure that all materials, skill and workmanship in Tenant's Work shall be of uniformly high quality, not less than building standard, and in accordance with the best standards of practice and any governing codes or regulations. Tenant shall have the obligation to timely deliver any materials and equipment and labor to be supplied by Tenant so as not to delay substantial completion of Tenant's Work. Tenant represents and warrants that Tenant's Plans and the improvements contemplated thereby shall be in compliance with applicable building and zoning laws, ordinances, regulations and with any covenants, conditions or restrictions affecting the Building, and that the same are in accordance with good engineering and architectural practice, and that Tenant's Plans are sufficient for issuance of a building permit for Tenant's Work. After completion of Tenant's Work, Tenant shall be responsible for obtaining the certificate of occupancy for the Premises or, if a certificate of occupancy will not be issued by the applicable governmental authorities, all required sign-offs

by the applicable governmental authorities, and shall furnish same to Landlord prior to Tenant opening for business in the Premises.

3.6 **Tenant's Representative.** Tenant shall appoint a representative as Tenant's representative with full authority to make decisions and commitments on behalf of Tenant in respect to Tenant's Work and changes therein.

3.7 **No Exterior Work.** All Tenant's Work shall be confined to the interior of the Premises.

3.8 **Materials.** Only new, first class materials shall be used in the performance of Tenant's Work.

4. **TENANT IMPROVEMENT ALLOWANCE.**

(a) **Payment of Tenant's Improvement Allowance.** Landlord shall reimburse Tenant up to a total of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) for Tenant's Plans and construction of the Tenant's Work (the "**Tenant Improvement Allowance**"). Any cost to complete the Tenant's Work or for Tenant's Plans in excess of the Tenant Improvement Allowance shall be the responsibility of Tenant, without any right of reimbursement from Landlord. The Tenant Improvement Allowance shall be applied toward costs related to the Tenant's Plans and Tenant's Work, such as construction, construction supervisory fees, architectural work, and engineering costs. The Tenant Allowance shall be payable within thirty (30) days after the date Tenant's Work is completed in accordance with the terms of this Lease upon Tenant's request of such payment (Landlord may, at its option, pay said sum directly to the contractors that performed Tenant's Work or may reimburse said sum to Tenant), provided that at the time of such request:

- (i) Tenant shall not be in default of this Lease;
- (ii) Tenant has provided Landlord with (A) the final sworn statement of the general contractor; (B) final lien waivers from all contractors, subcontractors and material suppliers; (C) any other information or documentation reasonably requested by Landlord to evidence lien-free completion of construction and payment of all of the costs thereof; and (D) no mechanic's liens have been recorded or notices of liens or intent to lien have been received, or appropriate releases of lien have been furnished;
- (iii) Tenant has paid the entire balance of the construction cost for the Tenant's Work in excess of the Tenant Improvement Allowance;
- (iv) Tenant has provided Landlord with copies of all necessary governmental permits, including, but not limited to, a certificate of occupancy or, if a certificate of occupancy will not be issued by the applicable governmental authorities, all required sign-offs by the applicable governmental authorities;

- (v) Tenant's architect shall have certified in writing to Landlord that Tenant's Work has been completed in accordance with Tenant's Plans and with all applicable laws, ordinances, rules, regulations and codes;
- (vi) Upon the occurrence of an event of default by Tenant under this Lease, the entire Tenant Improvement Allowance and any brokerage commissions previously paid by Landlord, shall become "Additional Rent" immediately due and payable to Landlord;
- (vii) Landlord and Tenant agree that the Tenant Improvement Allowance only offsets the costs of permanent leasehold improvements to the Premises and Tenant's Work, including, but not limited to Tenant's build-out, all of which shall become the property of Landlord and remain in the Premises upon termination of the Lease; and
- (viii) Tenant has requested payment of the Tenant Improvement Allowance from Landlord within twelve (12) months of completion of Tenant's Work.

5. **LANDLORD'S RIGHTS OF INSPECTION AND SUPERVISION.** Landlord shall have the right to inspect the performance of Tenant's Work as Landlord shall deem advisable for its protection and the protection of other occupants of the Building. Landlord shall not by reason of any such inspection or supervision assume or have any responsibility to Tenant or any entity for either the quality of any Tenant's Work or any loss, injury or damage suffered by anyone by reason of the quality or performance of any Tenant's Work.

6. **COMPLETION OF TENANT'S WORK.**

6.1 **AS-IS Condition.** Tenant hereby accepts the Premises in its "As-Is," "Where-Is" condition as of the date of the Lease, without representation or warranty by Landlord.

6.2 **Clean-Up.** Tenant shall at all times keep the Premises and adjacent areas free from accumulations of waste material or rubbish caused by its suppliers, contractors or workmen. Landlord may require clean-up on a daily basis and reserves the right to do clean-up at the expense of Tenant if Landlord's reasonable requirements in this regard are not complied with. At the completion of the Tenant's Work, Tenant's contractor shall forthwith remove all rubbish and all tools, equipment and surplus materials from and about the Premises and shall leave the Premises clean to the satisfaction of Landlord. This final clean-up shall include the cleaning of light fixtures, windows, entries and public space affected by the Tenant's Work. Upon completion of Tenant's Work, Tenant shall notify Landlord's property manager or tenant coordinator that Tenant's Work has been completed and is available for inspection for conformance with the approved Tenant's Plans. Tenant shall not occupy the Premises prior to this notification and inspection.

6.3 **Repair of Damage.** Any damage caused by Tenant's contractor or subcontractors to any property of Landlord or other tenants in the Building shall be repaired forthwith to the satisfaction of Landlord by Tenant at Tenant's expense.

7. **INSURANCE; INDEMNIFICATION.**

7.1 **Insurance.** Prior to commencement of Tenant's Work, Tenant shall obtain, at its sole cost and expense, and maintain during the performance of Tenant's Work, the following insurance coverages:

(a) Workers' Compensation and Employers' Liability Insurance, with limits of not less than \$100,000.00 and as required by any employee benefit act or other statutes applicable where the Work is to be performed, as will protect Tenant's contractors from any and all liability under the aforementioned acts;

(b) Comprehensive General Liability Insurance including (i) broad form contractual liability, (ii) completed operations/product liability with a two-year extension beyond completion and acceptance of such contract work, (iii) broad form property damage including completed operations, and (iv) X C & U exclusion deleted where applicable;

(c) Comprehensive Automobile Liability Insurance including the ownership, maintenance and operations of any automobile equipment owned, hired and non-owned, including loading and unloading of any automobile, which insurance shall insure Tenant's contractors against any and all claims for bodily injury, including death resulting therefrom and damage to the property of others arising from its operations under its contract with Tenant whether such operations are performed by Tenant's contractors or by any one directly or indirectly employed by any of them;

(d) Owner's protective Liability Insurance insuring Tenant against any and all liability to third parties for damage because of bodily injury liability including death resulting therefrom which may arise from the Work in the completion of the Premises, and any other liability for damages which Tenant's contractors are required to insure under any provisions herein;

(e) Builder's Risk Completed Value Form affording "All Risks of Physical Loss or Damage" to the Work and all other improvements to the Premises and all furniture, trade fixtures, equipment, merchandise and all other items of Tenant's property in the Premises;

(f) All liability insurance shall have combined single limits of at least \$3,000,000.00. All physical damage insurance shall be in amounts at least equal to the full replacement cost of the covered items and shall not be subject to the application of any coinsurance clauses or requirements.

7.2 **Indemnification.** Tenant shall defend, indemnify and hold harmless Landlord, its management agent and Landlord's lenders from and against any and all claims, damages, liabilities, losses, causes of action, liabilities, obligations, judgments, costs and expenses (including, but not limited to, attorneys' fees and court costs), suffered or incurred by any or all of the indemnified parties as a result of, or due to, or arising from, any actions or omissions by Tenant, its contractors, subcontractors, agents, and employees occurring in the course of, or as a part of, or

in preparation for, the performance of the Tenant's Work, as contemplated and required under the Lease and this Tenant Work Letter, including, without limitation, injury to persons or damage to property.

8. **MECHANIC'S LIENS.** Tenant shall not suffer or permit any mechanic's lien or other lien to be filed against the Building, or any portion thereof including the Premises, by reason of Tenant's Work. If any such mechanic's lien or other lien shall at any time be filed against the Building, or any portion thereof including the Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same. If Tenant shall fail to discharge such mechanic's lien or liens or other lien within such period, then, in addition to any other right or remedy of Landlord, after five (5) days prior written notice to Tenant, Landlord may, but shall not be obligated to, discharge the same by paying to the claimant the amount claimed to be due or by procuring the discharge of such lien as to the Building by deposit in the court having jurisdiction of such lien, the foreclosure thereof or other proceedings with respect thereto, of a cash sum sufficient to secure the discharge of the same, or by the deposit of a bond or other security with such court sufficient in form, content and amount to procure the discharge of such lien, or in such other manner as is now or may in the future be provided by present or future law for the discharge of such lien as a lien against the Building, or any portion thereof, including the Premises. Any amount paid by Landlord, or the value of any deposit so made by Landlord, together with all costs, fees and expenses in connection therewith (including reasonable attorney's fees of Landlord), together with interest thereon at the rate of 10.00% percent per annum, shall be repaid by Tenant to Landlord on demand by Landlord and if unpaid may be treated as Additional Rent. Tenant agrees to indemnify and defend Landlord against and save Landlord and the Building, or any portion thereof, including the Premises, harmless from all losses, costs, damages, expenses, liabilities, suits, penalties, claims, demands and obligations, including, without limitation, reasonable attorney's fees resulting from the assertion, filing, foreclosure or other legal proceedings with respect to any such mechanic's lien or other lien.

9. **SETTLEMENT OF DISPUTES.** It is understood and agreed that any disagreement or dispute which may arise between Landlord and Tenant with respect to Tenant's Work shall be resolved by the decision of Landlord's Architect, which shall be binding on both Landlord and Tenant.

10. **LEASE PROVISIONS.** The terms and provisions of the Lease, insofar as they are applicable to this Work Letter, are hereby incorporated herein by reference. All amounts payable to Tenant to Landlord hereunder shall be deemed to be additional Rent under the Lease and, upon any default in the payment of same, Landlord shall have all of the rights and remedies provided for in the Lease. All initially capitalized terms not defined in this Tenant Work Letter shall have the meanings ascribed to them under the Lease.

11. **COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS.** It shall be Tenant's responsibility that the Tenant Plans and performance of Tenant's Work shall comply with all applicable governmental and municipal codes and regulations and Tenant shall procure and deliver to Landlord upon request all such licenses, permits and approvals from all governmental authorities as are necessary to permit Tenant's Work to be commenced and continued to completion and the so constructed Premises occupied. Tenant shall be responsible for payment of and shall indemnify, defend and hold Landlord harmless from any fines, penalties, fees or costs

which are assessed against Landlord, the Building or the Premises by any applicable governmental authorities by reason of the performance or condition of the Tenant's Work or the Premises.

LEASE GUARANTY

THIS LEASE GUARANTY (this “**Guaranty**”) dated as of June ¹⁶, 2023, is made by YUN LIN and YUQING CHEN (each a “**Guarantor**” and collectively the “**Guarantors**”), jointly and severally, having an address for notice purposes of _____, in favor of 1425 ELLINWOOD APARTMENTS, LLC, a Delaware limited liability company (together with its successors and assigns, “**Landlord**”), having an address at 2100 Travis St., Suite 1555, Houston, TX 77002.

* 8963 WINDING CREEK WAY
PICKERINGTON OH 43147-8179

WITNESSETH:

- A. Guarantors are members of or otherwise have any ownership interest in, directly or indirectly, HOT POT 757 CH INC., an Illinois corporation (“**Tenant**”).
- B. Landlord is the owner of certain land, buildings and other improvements located at 1417 Ellinwood Street, Des Plaines, Illinois 60016 (the “**Premises**”).
- C. Landlord has concurrently herewith leased the Premises to Tenant pursuant to that certain Retail Lease of even date herewith (the “**Lease**”).
- D. Guarantors are entering into this Guaranty in order to induce Landlord to enter into the Lease.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Guarantors hereby agree as follows:

- 1. Guarantors hereby absolutely and unconditionally guaranty, jointly and severally, the full and prompt payment and performance of, and agrees to pay and perform as a primary obligor, the following (collectively, the “**Obligations**”):
 - (a) any and all obligations, covenants, duties, agreements and undertakings imposed upon Tenant under the Lease or under any supplemental agreements, instruments, or documents executed by Tenants in connection with the Lease, including, without limitation:
 - (i) the payment of Base Rent, Additional Rent and any and all other amounts payable under the Lease, and
 - (ii) the performance of any and all other obligations in connection with the Lease; and,
 - (b) any and all costs and expenses (including attorneys’ fees) incurred or expended by Landlord in collecting any payment of any amount owed under the Lease or arising in connection with any default in the payment or performance of any of the obligations, covenants, duties, agreements or undertakings referred to in Section 1(a) above.
- 2. Guarantors hereby acknowledge receipt of a copy of the Lease and assent to all of the provisions, terms and conditions of the Lease.

Guaranty

3. Guarantors hereby expressly waive (a) notice of acceptance of this Guaranty; (b) notice of the existence or creation of all or any of the Obligations; (c) notice of default, non-payment or partial payment with respect to any of the Obligations; (d) presentment, demand, notice of dishonor, protest, notice of any indulgences or extensions granted to Tenant, and any other notices whatsoever; (e) any requirement of diligence or promptness in the collection or enforcement of any remedy available to Landlord under the Lease or otherwise; (f) notice of any sale, assignment, sublease, pledge or mortgage of the rights of Tenant under the Lease; (g) any defense which may arise by reason of a failure of Landlord to file or enforce a claim against the estate (whether in administration, bankruptcy or any other proceedings) of Tenant or any other person; (h) any defense based upon an election of remedies by Landlord which destroys or otherwise impairs any subrogation rights of any Guarantor or the right of any Guarantor to proceed against Tenant for reimbursement, or both, (i) any defense based upon the failure of Landlord to commence an action against Tenant, (j) any defense based on Landlord's failure to perfect or maintain the priority of a security interest in any property of Tenant, (k) any duty on the part of Landlord to disclose to Guarantors any facts Landlord may now or hereafter know regarding Tenant, and (l) any other legal or equitable defenses whatsoever to which Guarantors might otherwise be entitled.

4. Guarantors hereby consent and agree that Landlord may at any time, and from time to time, without notice to or further consent from Guarantors and either with or without consideration (a) surrender any property or other security of any kind or nature whatsoever held by it, or by any person on its behalf, securing any of the Obligations, (b) substitute for any collateral so held by Landlord other collateral of like kind, or of any other kind, (c) modify, supplement, extend or otherwise amend the terms of the Lease, (d) extend the time for payment or performance of the Obligations for any period, (e) grant releases, compromises and indulgences with respect to the Obligations to any Guarantor and to any persons now or hereafter liable thereunder or hereunder, (f) release any Guarantor or any other guarantor of the Obligations, or (g) take or fail to take any action of any type whatsoever. No such action which Landlord shall take or fail to take in connection with the Lease, or any security for the payment or performance of the Obligations, nor any course of dealing with Tenant or any other person, shall release the obligations of any Guarantor hereunder, affect this Guaranty in any way, or afford any Guarantor any recourse or defense against Landlord. The provisions of this Guaranty shall extend and be applicable to any modifications, supplements, extensions or other amendments to the Lease and the Obligations, and any and all references herein to the Lease or the Obligations shall be deemed to include any such modifications, supplements, extensions or other amendments.

5. This Guaranty is a guaranty of payment and performance and not of collection. The liability of Guarantors under this Guaranty shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Tenant or any other person or against securities or liens available to Landlord. Landlord shall have the right to enforce rights, powers and remedies hereunder in any order, and all rights, powers and remedies available hereunder shall be nonexclusive and cumulative of all other rights, powers and remedies provided hereunder, at law or in equity. Accordingly, Guarantors hereby authorize and empower Landlord at its sole discretion, and without notice to Guarantors, to exercise any rights or remedy which Landlord may have. If the Obligations are partially paid or performed by reason of the election of Landlord to pursue any of the remedies available to them, or otherwise, this Guaranty shall nevertheless remain in full force and effect, and Guarantors shall remain liable (subject to the terms of this Guaranty) for the entire balance of the Obligations, even though any rights which Guarantors may have against Tenant may be destroyed or diminished by the exercise of any such remedy. Guarantors

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hereby waive any and all rights of subrogation it may have now or in the future to the rights of Landlord.

6. Guarantors absolutely and unconditionally covenants and agrees that Guarantors, jointly and severally, shall pay and perform the Obligations in the event that Tenant does not or is unable to pay and perform the Obligations for any reason, including, without limitation, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, or other similar proceedings affecting the status, composition, identity, existence, assets or obligations of Tenant or the disaffirmance or termination of any of the liabilities, obligations or duties of Tenant (including, without limitation, the rejection of the Lease by a trustee in bankruptcy) as a result of any such proceeding.

7. So long as the Lease is in force and effect, each Guarantor shall furnish or cause to be furnished to Landlord the following:

(a) Within 30 days after filing, copies of each Guarantor's U.S. and Illinois income tax returns for the prior year; and

8. This Guaranty shall be governed, enforced and construed in accordance with the laws of the State of Illinois.

9. Guarantors hereby (a) submits to personal jurisdiction in the State of Illinois for the enforcement of this Guaranty, and (b) waives any and all personal rights under the law of any state to object to jurisdiction within the State of Illinois for the purposes of litigation to enforce this Guaranty. In the event that such litigation is commenced, Guarantors agree that service of process may be made and personal jurisdiction over such Guarantor obtained, by the serving of a copy of the summons and complaint upon such Guarantor's appointed agent for service of process in the State of Illinois, or if no such agent has been appointed, by the serving thereof pursuant to applicable law. Nothing contained herein, however, shall prevent Landlord from bringing any action or exercising any rights against any property of any Guarantor, within any other state. Initiating such proceedings or taking such action in any other state shall in no event constitute a waiver of the agreement contained herein that the laws of the State of Illinois shall govern the rights and obligations of Guarantors and Landlord hereunder or of the submission herein made by Guarantors to personal jurisdiction within the State of Illinois. The aforesaid means of obtaining personal jurisdiction and perfecting service of process are not intended to be exclusive but accumulative and in addition to all other means of obtaining personal jurisdiction and perfecting service of process now or hereafter provided by the laws of the State of Illinois. If Landlord commences any summary or other proceeding for nonpayment of rent or the recovery of possession of the Premises, Guarantors shall not interpose any counterclaim or third party claim of whatever nature or description in any such proceeding, unless the failure to raise the same would constitute a waiver thereof, and in such instance the parties agree that the counterclaim or third party claim shall be tried separately and independently from the right to possession issue and that the counterclaim shall not prevent or impede Landlord's right to summarily regain possession of the Premises.

10. TO THE FULL EXTENT PERMITTED BY LAW, LANDLORD AND GUARANTORS HEREBY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM BY EITHER LANDLORD OR

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GUARANTORS AGAINST EACH OTHER AND ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTY OR THE LEASE, THE RELATIONSHIP OF LANDLORD AND GUARANTORS, OR TENANT'S USE AND OCCUPANCY OF THE PREMISES AND/OR ANY EMERGENCY OR STATUTORY REMEDY.

11. This Guaranty may not be changed, modified, terminated or otherwise amended orally, and no obligation of Guarantors may be released or waived except by a writing signed by Landlord. All notices, demands or requests provided for or permitted to be given hereunder shall be given or served by personal delivery, by overnight delivery service, or depositing in the United States Mail, postage paid and registered or certified return receipt requested, and addressed to the addresses set forth on the first page hereof. All notices, demands and requests shall be effective upon being sent in any manner above described. However, the time period in which a response to any notice, demand, or request must be given, if any, shall commence upon and run from the date of receipt of the notice, demand, or request by the addressee thereof. Rejection or other refusal to accept, or inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice, demand, or request sent. By giving at least thirty (30) days written notice thereof, Guarantors and Landlord shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America.

12. The provisions of this Guaranty shall be binding upon Guarantors and their respective heirs, successors and assigns and shall inure to the benefit of Landlord and its successors and assigns. The benefits of this Guaranty may be assigned by Landlord at any time, and from time to time, in whole or in part, without notice to Guarantors, and the assignee shall be entitled to the benefits of this Guaranty.

13. Whenever possible, each provision of this Guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

14. This Guaranty shall be fully enforceable, notwithstanding any right or power of Tenant or anyone else to assert any claim or defense as to the validity or enforceability of the Obligations, and no such claim or defense shall impair or affect the obligations of any Guarantor under this Guaranty. Without limiting the generality of the foregoing, this Guaranty covers all Obligations to Landlord purported to be made on behalf of Tenant by any officer or agent of Tenant, without regard to the actual authority of such officers or agents.

15. In the event Landlord is required to relinquish or return any payments or any collateral or the proceeds thereof, in whole or in part, which had been previously applied or retained for application against the Obligations, by reason of a proceeding arising out of a bankruptcy case, or for any other reason, this Guaranty shall automatically be reinstated and continue to be effective notwithstanding any previous cancellation or release in favor of any Guarantor.

16. All sums payable by Guarantors under this Guaranty shall be paid in full, without setoff or counterclaim or any deduction or withholding whatsoever.

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17. At any time and from time to time, upon request of Landlord, Guarantors shall promptly and duly execute and deliver such further instruments and documents as Landlord may deem desirable to obtain the full benefit of this Guaranty and of the rights and powers herein granted or intended to be granted to Landlord.

18. Guarantors hereby expressly acknowledge that this Guaranty may be assigned by Landlord to a lender as security for a loan and Guarantors hereby consent to such assignment. Guarantors hereby agree that no action or failure to act by Tenant or Landlord shall be grounds for any defense to the enforcement of this Guaranty by such lender or the termination of this Guaranty.

19. This Guaranty shall be the joint and several undertaking of each of the Guarantors. It is agreed that each Guarantor's liability hereunder is several and independent of the liability or obligations of any other Guarantor or any other guarantees or other obligations at any time in effect with respect to the Obligations or any part thereof and that each Guarantor's liability hereunder may be enforced regardless of the existence, validity, enforcement or non-enforcement of or against any other Guarantor or any such other guarantees or other obligations.

20. This Guaranty may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and may be executed by facsimile or email transmission or other electronic means, including without limitation DocuSign, and any such electronic signatures shall have the same force and effect as original signatures.


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FOLLOWS]

Guaranty

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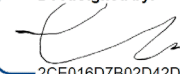
IN WITNESS WHEREOF, Guarantors have duly executed this Guaranty as of the date and year first above written.

GUARANTOR:

DocuSigned by:


E320E7CE69114F1...

YUN LIN

DocuSigned by:


2CE016D7B02D42D...

YUQING CHEN



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: August 10, 2023

To: Michael G. Bartholomew, City Manager

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

Cc: Peter Friedman, Elrod Friedman, General Counsel, City of Des Plaines

Subject: Discussion of Current Regulations for Definition and Duration (Short-Term vs. Long-Term) of Residential Rental Property

Issue: During Summer 2023, staff has experienced an uptick in inquiries about existing regulations regarding the use of properties for *short-term* rental (also known as “vacation rental” and common through platforms such as Airbnb and Vrbo). In summary, the current rental licensing regulations (City Code Chapter 4-17, “Residential Properties Used for Rentals”) define a “Rental Property” as being rented for “...part of the year or all year,” which means there is no minimum period. However, the City imposes certain additional administrative requirements designed to promote harmonious operation within neighborhoods where properties are typically occupied (owned or rented) long term: months, years, etc. We believe it is prudent to review with the current City Council and discuss whether the Council desires any changes at this time.

Analysis: The residential rental license rules fall under Title 4: Business Regulations. While the licensing rules do not establish a minimum period to qualify as a rental, they do address the following:

- The City has interpreted and enforced the code such that *entire* residential units must be rented; the rental of individual rooms or portions of a residence are prohibited.
 - License applicants must sign an affidavit that they will not rent out portions or individual rooms of the residence.
- Licenses are not valid for more than a year and must be renewed after December 31 of each year.
- The property owner or property manager must complete a crime free multi-housing class.
- All rental units are subject to Code Enforcement inspections, particularly if violations are noted or if there is a complaint pertaining to a licensed property.

Because the City does not stipulate whether the rentals are for short- or long-term stays, the application form does not request information regarding anticipated length of rental stays. Nonetheless, staff estimates there are fewer than 10 short-term rental units *licensed* at this time. These are the annual fees per unit:

- Single Family House: \$100.00
- Single Family Condo: \$20.00
- Single Family Townhouse: \$50.00
- Apartment: \$20.00

Prior Consideration of Code Amendments (2017)

In 2017, the topic of short-term rentals was brought to Council first for discussion and then for action. At that time, a Northwest Municipal Conference (NWMC) survey indicated that three of 14 neighboring municipalities specifically regulated short-term rentals, and these three permitted the use. At the direction of Council, staff collaborated with the General Counsel at the time and brought forward draft ordinances that would have amended both Zoning and the Business Regulations to allow “Short Term Rental Property” in residential districts and regulate short-term rentals distinctly from long-term rentals, with 30 days as the threshold in defining something a rental long-term. Short-term rentals would have had other requirements, such as not being booked for overlapping periods, not being allowed to rent for less than 24 hours, and not being allowed to be used as a short-term rental for more than 10 days in a calendar year. These amendments were indefinitely deferred by the Council and have not since been revisited.

Other Communities and Updated Research

Local governments have wrestled with how to best regulate short-term rentals for at least the past decade. Policy arguments range from short-term rentals should be allowed with minimal regulation because they are a fundamental property right to short-term rentals are problematic and incongruous with residential neighborhoods so they should be banned under zoning, licensing, or both. Communities can struggle with tracking and enforcement, as a person can offer their residence on one of the online platforms without the city being aware. Listings on the platforms do not include addresses, so city staff cannot easily verify whether the property is within City limits, or currently licensed as a rental property. Cities have finite resources and capacity in code enforcement and must prioritize where problems and complaints are most severe. The summary of the most recent NWMC survey on the topic (2023) is below, and the full results are attached:

- Ten of the 20 responding municipalities have adopted an ordinance to specifically regulate short-term rentals. Eight have prohibited short-term rentals entirely, and one more (Bartlett) is considering a prohibition. Of the 11 municipalities that do not specifically prohibit short-term rentals, several have restrictive rental property policies.
 - Palatine and Barrington: rentals must be for a duration of more than 30 days.
 - Lincolnshire: rentals must be for a duration of more than 3 months.
 - Lincolnwood: a residence may only be rented out only one time within a period of 365 days.

City Council Discussion: The Council may discuss and decide whether it would like further research or reach a consensus to direct staff to prepare any necessary code amendments. A non-exhaustive breakdown of options is the following:

- Continue to regulate short-term rental properties *with the same process in place*;
- Amend City Code to clarify the duration and definition of a short-term rental, with any additional desired restrictions (*i.e., continue to allow short-term terms but with further regulation*); or
- Prohibit short-term rentals altogether, with any necessary code amendments to affirm this prohibition.

Attachments:

Attachment 1: Current Rental License Application Form and Affidavit

Attachment 2: 2023 NWMC Survey Result on Short-Term Rental

CHECKLIST FOR RENTAL PROPERTY LICENSE

ALL APPLICANTS MUST REMIT THE FOLLOWING DOCUMENTS FOR PROCESSING

- Completed application for the Rental Property License
- Original signed affidavit attesting to zoning regulations
- Payment for the appropriate fee (made payable to City of Des Plaines):
Fees are reduced by 50% for applications submitted after July 1st each year
 - House / Single Family Detached Dwelling \$100.00
 - Townhouse / Single Family Attached Dwelling \$ 50.00
 - Condominium / Single Unit in a Multi Family Building \$ 20.00
 - Apartment / Multiple Unit Dwelling (fee per unit) \$ 20.00

CRIME FREE MULTI-HOUSING PROGRAM INFORMATION

All applicants for a rental license must take the Phase 1 class *prior* to obtaining a rental license. If you have taken this class in another town where you own rental property, please include a copy of the completion certificate with this application. A program classified as a “Landlord” class or completion of an online program does not meet the requirements for the City of Des Plaines municipal code.

Registration for the class is required by completing the following:

1. **Internet:** visit www.desplaines.org
 - a. Hover over “I Want To...”
 - b. Under “Apply For”, click on Crime Free Housing Seminar
 - c. Complete and Submit Registration
An email will be sent within 24-72 hours confirming the registration. If a confirmation email is not received, please call 847-391-5366.
2. **Phone:** Please call 847-391-5366

DEPARTMENT PHONE NUMBERS FOR FURTHER QUESTIONS OR CONCERNS

- Housing and Code Enforcement / 847-391-6973
For information pertaining to housing requirements and codes
- Fire Prevention Bureau / 847-391-5340
For information pertaining to fire safety requirements
- Crime Free Multi Housing Program Director / 847-391-5410
For information pertaining to materials and landlord requirements for the program
- Licensing Division / 847-391-5366
For information on registration requirements, licensing requirements and status of an application



APPLICATION FOR RENTAL PROPERTY LICENSE

PROPERTY INFORMATION

Address: _____ Unit #: _____ Zip: _____

Date of Ownership: _____ Date Property Converted to Rental: _____

PROPERTY OWNER INFORMATION

Name: _____ Phone #: _____

Address: _____ Email: _____

City: _____ State: _____ Zip: _____

If property is owned by a corporation, LLC/LP, bank, or placed in a trust, please complete the following information:

President or trustee: _____ Phone #: _____

Home Address: _____ Email: _____

City: _____ State: _____ Zip: _____

PROPERTY MANAGER INFORMATION (if applicable)

Name: _____ Phone #: _____

Address: _____ Email: _____

City: _____ State: _____ Zip: _____

All correspondence, annual invoice and the certificate pertaining to the rental property are to be sent to:

PROPERTY OWNER

PROPERTY MANAGER

CRIME FREE MULTI-HOUSING PROGRAM INFORMATION

Has the property owner or property manager completed Phase 1 or the Crime Free Multi-Housing Program?

NO

YES - Attach a copy of the certificate of completion

PROPERTY CLASSIFICATION AND FEE

SINGLE FAMILY HOUSE - \$100.00

SINGLE FAMILY TOWNHOUSE - \$50.00

SINGLE FAMILY UNIT CONDOMINIUM - \$20.00

APARTMENTS - \$20.00 per unit/# of units: _____

ATTESTATION

I certify the above information is true and accurate to the best of my knowledge. If there are any changes in the information provided, it is my responsibility to remit current information in a reasonable amount of time. I understand the certificate expires on December 31st of each year. If the property will be used as a rental property at any time during the following year, it is my responsibility to renew/remit for the following year prior to the expiration date.

Owner Signature _____ Date _____

FOR OFFICE USE ONLY

Zoning / Initials: _____

Approved

Code / Initials: _____

Class / Notes: _____

Not Approved

Notes: _____

5/18/2023

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

AFFIDAVIT

The undersigned Affiant, having been first duly sworn, on oath say, state as follows:

1) That Affiant, _____ (“Owner”), is a legal owner of the property located at _____ Des Plaines, IL. (“Property”).

2) That as the Owner of the property, I understand this Property is zoned and categorized as a Single-Family Dwelling and shall not include a hotel, motel, boarding house, rooming house, dormitory, nursing home, institution, or transient lodging.

3) That as the Owner of the Property, I understand I am not permitted to rent rooms or portions of the house.

4) That as the Owner of the Property, I understand that I am not permitted to convert or utilize this property as a Multi-Family Dwelling.

5) That as the Owner of the Property, I understand additional legal action and/or immediate suspension/revocation of the rental property license may be taken against me should I or any tenant violate the requirements of the municipal codes pertaining to residential properties used as rentals and/or the zoning of the Property.

6) I certify the information above to be true. I also understand that if any information provided in this affidavit is falsified, as a representative, I will be subject to an Administrative Hearing and possible fines.

Print Name

Signature

Date

SUBSCRIBED and SWORN to before me this
____ day of _____, 20____.

_____ (stamp/seal)

Municipality	1. Has your municipality adopted an ordinance regulating short term rentals (AirBNB type rentals)?	2. If yes, please provide a copy of the ordinance.	3. If you have not adopted an ordinance regulation short term rentals, are they considered a permitted or a prohibited use under the zoning ordinance?	4. Do you have any short-term rental or home-sharing properties such as Airbnb in your village/city? If so, how many?	5. Are short-term rental/home sharing property owners required to hold a business license? If so, what is the cost?	6. Are background checks on the owner/host of the short-term rental/home-sharing property required in your village/city?	7. Are owners/hosts of the short-term rental/home-sharing properties required to take a class or seminar on renting out their property?	8. Are the short-term rental/home-sharing properties in your village/city required to get property maintenance inspection by your Property Maintenance Inspector or your Health Department?	9. Are owners/hosts of the short-term rental/home-sharing properties required to keep records of guests/tenants that utilize their short-term rental/home-sharing service?	10. Does your city/village impose a short-term rental/home-sharing tax on owners/hosts of said properties?	11. Does your village/city regulate the frequency an owner or host can rent their property on home-sharing websites or apps?	12. Have you received complaints from surrounding property owners regarding short term rentals?	13. Additional comments
Bannockburn	No.		Prohibited use.	No.	N/A.	N/A.	N/A.	N/A.	N/A.	N/A.	N/A.	N/A.	Those are all very good questions and things to think about.
Barrington	Yes.	See attached - ZO Section 4.6.	Permitted with a min. rental period of 30 days.	1-2	No.	No.	No.	No.	No.	No.	Yes, min. 30 day rental period.	Yes.	
Bartlett	We have no ordinances regulating short term rentals.		We are currently in the beginning stages of considering the creation of an ordinance to prohibit short term rentals.	We have 3 properties participating in short term rentals that we know of.	No. We have no ordinances regulating short term rentals.	No. We have no ordinances regulating short term rentals.	No. We have no ordinances regulating short term rentals.	No. We have no ordinances regulating short term rentals.	No. We have no ordinances regulating short term rentals.	No. We have no ordinances regulating short term rentals.	No. We have no ordinances regulating short term rentals.	Yes.	
Des Plaines	No.		Permitted	yes, unknown quantity	A rental license and depends on the rental uni.	No	Yes	No	No	No	No	yes	
Elk Grove Village	Yes. They are prohibited.	https://codelibrary.mlegal.com/codes/elkgrovevillageil/latest/elkgrovevillageil/0-0-0-3675											
Evanston	Yes.	See attached.		35	Yes. \$250 new applications \$150 renewals.	No.	No.	Yes, Property Maintenance performs inspections.	No.	Unknown .	No.	Yes.	
Glencoe	No.		Prohibited.	None that are registered/licensed.	N/A.	N/A.	N/A.	N/A.	N/A.	N/A.	N/A.	No.	
Grayslake	No.		Permitted, but must follow any local laws/ordinances.	Yes, around 5, both single rooms in occupied homes, and full short term rentals.	No, no license needed.	No background check needed.	No classes/seminar needed.	No, they are not.	No, they are not.	No, we do not.	No.	No.	
Hanover Park	Yes.	See attached.	N/A.	None.	N/A Prohibited. Other rental properties require a Rental License.	N/A.	N/A Prohibited. Other rental properties are required to have an owner or agent attend a Crime Free Housing Seminar.	N/A Prohibited. Other rental properties are required to pass an inspection, which is conducted by Code Enforcement.	N/A.	N/A.	N/A.	N/A.	None.
Libertyville	No.	N/A.	Short term rentals are not specifically restricted nor are they listed as a permitted use under the zoning code.	Yes, quite a few but an exact count can not be verified.	N/A.	N/A.	N/A.	N/A.	N/A.	N/A.	N/A.	Yes.	None at this point.

Municipality	1. Has your municipality adopted an ordinance regulating short term rentals (AirBNB type rentals)?	2. If yes, please provide a copy of the ordinance.	3. If you have not adopted an ordinance regulation short term rentals, are they considered a prohibited use under the zoning ordinance?	4. Do you have any short-term rental or home-sharing properties such as Airbnb in your village/city? If so, how many?	5. Are short-term rental/home sharing property owners required to hold a business license? If so, what is the cost?	6. Are background checks on the owner/host of the short-term rental/home-sharing property required in your village/city?	7. Are owners/hosts of the short-term rental/home-sharing properties required to take a class or seminar on renting out their property?	8. Are the short-term rental/home-sharing properties in your village/city required to get property maintenance inspection by your Property Maintenance Inspector or your Health Department?	9. Are owners/hosts of the short-term rental/home-sharing properties required to keep records of guests/tenants that utilize their short-term rental/home-sharing service?	10. Does your city/village impose a short-term rental/home-sharing tax on owners/hosts of said properties?	11. Does your village/city regulate the frequency an owner or host can rent their property on home-sharing websites or apps?	12. Have you received complaints from surrounding property owners regarding short term rentals?	13. Additional comments
Lincolnshire	Yes.	See attached.		No.	N/A.	N/A.	N/A.	N/A.	N/A.	N/A.	N/A.	Yes. We've had a few instances where homeowners wanted to have short-term rentals which are prohibited.	We are in the process of revisiting our residential rental regulations.
Lincolnwood	Yes.	4.06 (4) Short-term rental properties. No property may be used more than once per 365-day period as a short-term rental property. [Added 2-16-2016 by Ord. No. 2016-3192; amended 6-7-2022 by Ord. No. 2022-3609]	N/A.	Not currently.	No.	No.	No.	No.	No.	No.	Yes.	Yes.	
Niles	No.	N/A.	Prohibited in residential zoning districts.	No.	N/A.	N/A.	N/A.	N/A.	N/A.	N/A.	N/A.	N/A.	
Northbrook	Yes.	See attached.	Permitted with conditions and requires registering with Village.	None registered.	No business license.	No.	No.	No.	No.	No.	Yes.	No.	
Northfield	We simply defined it as: "SHORT TERM DWELLING RENTAL. A single room, dwelling, or portion of a dwelling offered or advertised for rent or other consideration for a period of less than sixty (60) consecutive days." and prohibit them in all zoning districts.		Prohibited in all zoning districts.	N/A.	N/A.	N/A.	N/A.	N/A.	N/A.	N/A.	N/A.	N/A.	

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Palatine	Yes. Short-term residential rentals, rentals which do not exceed 30 consecutive days, are prohibited.	See attached.	Adopted ordinance is within Village Code Chapter 10 Existing Structures, Maintenance, and Occupancy.	None that have received approval from the Village.	Short-term residential rentals are prohibited.	Short-term residential rentals are prohibited.	Short-term residential rentals are prohibited.	Short-term residential rentals are prohibited.	Short-term residential rentals are prohibited.	Short-term residential rentals are prohibited.	Short-term residential rentals are prohibited.	Short-term residential rentals are prohibited.	Short-term residential rentals are prohibited. However, home-sharing websites or apps can be utilized, so long as the rental period exceeds 30 consecutive days.	Yes.	Home-sharing websites or apps have been accommodating to residents who have violated Village Code and need to cancel future bookings.
Schaumburg	Yes.	Yes, License and *Crime Free Housing Ordinances attached. *Crime Free Ordinance is Currently under review for amendments. Schaumburg Crime Free Website Link - https://www.villageofschaumburg.com/government/police/crime-free-housing	Permitted.	20 with applications on file and another 6 under investigation.	Yes, \$100 Annual License Fee.	No.	Yes, Crime Free Housing Certification.	Yes, Interior and Exterior Annually.	Yes.	Yes, Hotel/Motel Tax.	Yes.	Yes.	Yes.	Rely on complaints and staff searches on the web to identify locations. Unable to confirm how many are truly located in our village since websites so not reveal addresses and when tax is paid to the village from a short term rental site, the addresses are not revealed for the tax being paid.	
Skokie	No.		We require them to be registered as a rental and follow the rental ordinance.	Yes. At least 4 that I am aware of however likely more.	N/A.	N/A.	Rental properties are required to take a class, so yes.	Inspections fall into line with routine inspections. No initial inspection is required at this time.	N/A.	N/A.	N/A.	Yes.	Yes.	We are considering the implications of short term rental regulations and are definitely interested in the results of this survey.	
Streamwood	No.		We regulate short-term rentals the same as long-term rentals												
Wheeling	No.		Prohibited.	Unsure.								No.			
Wilmette	No.		Prohibited.	Yes, but we do not track or take enforcement action unless there is a complaint.											