



CITY COUNCIL AGENDA

Monday, September 18, 2023

Regular Session – 7:00 p.m.

Room 102

CALL TO ORDER

REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

- CONSTITUTION WEEK – SEPTEMBER 17-23
- NATIONAL RAIL SAFETY WEEK – SEPTEMBER 18-24

PUBLIC HEARING

CONSIDERATION OF ANNEXATION AND DEVELOPMENT AGREEMENT WITH DEVELOPER AND PETITIONER FOR 180 N. EAST RIVER ROAD – **RESOLUTION R-167-23**

PUBLIC COMMENT

(matters not on the agenda)

ALDERMEN ANNOUNCEMENTS/COMMENTS

MAYORAL ANNOUNCEMENTS/COMMENTS

CITY CLERK ANNOUNCEMENTS/COMMENTS

MANAGER'S REPORT

CITY ATTORNEY/GENERAL COUNSEL REPORT

CONSENT AGENDA

1. **RESOLUTION R-168-23:** Releasing Certain Minutes of Certain Closed Meetings of the City Council
2. **RESOLUTION R-169-23:** Authorizing the Purchase of a Ford Expedition from Sutton Ford of Matteson, Illinois at a Cost Not-to-Exceed \$56,975.00. Budgeted Funds – Fire Department/Equipment Replacement Fund.
3. **RESOLUTION R-170-23:** Approving Change Order No. 1 to the Contract with John Neri Construction Co., Inc., Addison, Illinois in the Amount of \$424,677.00. Budgeted Funds – Water/Contingency.
4. **RESOLUTION R-171-23:** Approving an Intergovernmental Agreement with the Village of Mount Prospect for Street Resurfacing of Central Road from Westgate Road to Wolf Road
5. **SECOND READING – ORDINANCE M-15-23:** Authorizing the Disposal of the Listed Vehicles/Equipment through Obenauf Auction Service, Inc., Round Lake, Illinois
6. Minutes/Regular Meeting – September 5, 2023
7. Minutes/Closed Session – September 5, 2023

UNFINISHED BUSINESS

n/a

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Dick Sayad, Chair
 - a. Warrant Register in the Amount of \$3,283,225.74 – **RESOLUTION R-172-23**
2. **COMMUNITY DEVELOPMENT** – Alderman Colt Moylan, Chair
 - a. Consideration of a Final Plat of Subdivision and Conditional Use for a Localized Alternative Sign Regulation (LASR) in the C-3 District at 2777 Mannheim Road – **FIRST READING – ORDINANCE Z-25-23**
 - b. Consideration of a Plat of Annexation for 180 North East River Road for the Construction of a New 16-Unit Townhouse Development – **FIRST READING – ORDINANCE A-1-23**
 - c. Consideration of a Map Amendment and Preliminary Planned Unit Development (PPUD) for a Townhouse Development at 180 North East River Road – **FIRST READING – ORDINANCE Z-26-23**
3. **LEGAL & LICENSING** – Alderman Carla Brookman, Chair
 - a. Discussion Regarding Lease Agreement Between the City of Des Plaines and Onesti Entertainment

OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER

ADJOURNMENT

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

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



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: September 6, 2023
To: Aldermen
From: Andrew Goczkowski, Mayor *AG..*
Cc: Michael G. Bartholomew, City Manager
Subject: Proclamation

At the beginning of the September 18, 2023 City Council Meeting, we will be issuing a Proclamation declaring the week of September 17 - 23 as Constitution Week.

OFFICE OF THE MAYOR

CITY OF

DES PLAINES, ILLINOIS

WHEREAS, *September 17, 2023, marks the 236th anniversary of the signing of the Constitution of the United States of America at the Constitutional Convention; and*

WHEREAS, *the Constitution is the oldest codified written national constitution created by freemen that is still in use today; and*

WHEREAS, *the farsighted wisdom of the Founding Fathers in 1787 created a constitution with a framework to support this country and its citizens for the foreseeable future; and*

WHEREAS, *the National Society of the Daughters of the American Revolution (DAR) has been the primary advocate of Constitution Week awareness, promotion, and celebration. Numerous opportunities for educational activities and community engagement are presented by this annual observance; and*

WHEREAS, *the City of Des Plaines encourages its residents to study and reflect upon their rights and duties under the Constitution and the responsibilities that come with these freedoms.*

Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim September 17-23 as

CONSTITUTION WEEK

Dated this 18th day of September 2023.

Andrew Goczkowski, Mayor



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: September 6, 2023
To: Aldermen
From: Andrew Goczkowski, Mayor *AG..*
Cc: Michael G. Bartholomew, City Manager
Subject: Proclamation

At the beginning of the September 18, 2023 City Council Meeting, we will be issuing a Proclamation declaring the week of September 18 - 24 as Rail Safety Week.

OFFICE OF THE MAYOR

CITY OF

DES PLAINES, ILLINOIS

WHEREAS, *National Rail Safety Week, occurring from September 18 to 24, 2023, seeks to enhance public awareness and understanding of rail safety to prevent avoidable fatalities and injuries caused by incidents involving trains and citizens; and*

WHEREAS, *2,194 rail grade crossing collisions resulted in 274 fatalities and 803 personal injuries, while 1,208 pedestrian trespassing incidents led to 658 pedestrians killed and 550 injured in the United States during 2022; and*

WHEREAS, *all local, state, and county law enforcement officers, first responders, and railroad corporations are committed to working together to promote railroad safety education and enforce applicable laws in support of National Rail Safety Week; and*

WHEREAS, *Des Plaines, with 31 rail crossings, holds the distinction of having the highest number of rail crossings per capita among all cities; and*

WHEREAS, *the City of Des Plaines encourages its residents to recognize the importance of rail safety education and to know and obey railway signs and signals.*

Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim the week of September 18th through 24th, 2023 as

NATIONAL RAIL SAFETY WEEK

Dated this 18th day of September 2023.

Andrew Goczkowski, Mayor


 COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: September 7, 2023

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community and Economic Development *JTC*
Jonathan Stytz, AICP, Senior Planner *JS*

Cc: Timothy Oakley, Director of Public Works and Engineering
Ryan Johnson, Assistant Director of Community and Economic Development

Subject: Public Hearing for Consideration of Annexation and Development Agreement with Developer and Petitioner for a Proposed Townhouse Development at 180 N. East River Road (23-042-AX-TA-MAP-PPUD-TSUB) (*1st Ward if annexed*)

Issue: The petitioner is proposing the annexation of one parcel in unincorporated Cook County (Maine Township) to the City of Des Plaines. The petitioner owns the subject property, which is on the west side of N. East River Road and is contiguous to the city via the lot line with the incorporated property at 172 N. East River Road (existing Insignia Glen townhouse development). The parcel is proposed to be developed with a four-building, 16-unit townhouse (single-family attached) development, for which the necessary zoning and subdivision relief is being separately considered. A public hearing regarding an agreement for annexation, with public noticing as required by 65 ILCS 5/7-1-8, is being held at the September 18, 2023 City Council meeting, during which the Council will consider the agreement.

Petitioner: MAS Land Investments 2, LLC (Representative: Todd Polcyn, 837 N. Maple Avenue, Palatine, IL 60067)

Owner: MAS Land Investments 2, LLC (Representative: Todd Polcyn, 837 N. Maple Avenue, Palatine, IL 60067)

Case Number: 23-042-AX-TA-MAP-TSUB-PPUD

PIN: 09-09-402-007-0000

Ward: None, unincorporated Cook County (future ward once annexed: #1, Alderman Mark A. Lysakowski)

Analysis: The petitioner (property owner and proposed developer, Palatine-based 3C, led by Todd Polcyn) has requested the City enter into a binding annexation and development agreement. This agreement is pursuant to the provisions of Division 11-15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, governing the annexation and zoning of the subject property. Here is a summary of key terms of the Agreement:

- After the approval of this Agreement, the Corporate Authorities will consider an ordinance annexing the Development Property.
- After adopting the annexation approval ordinance, the Council will consider an ordinance amending the City's zoning map to classify the Development Property into the R-3 Townhouse Residential Zoning District, as well as approval of a Preliminary Planned Unit Development (PUD) with requested exceptions.
- The Developer must pay to the City any amounts due pursuant to Section 9 of the Agreement and pay to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, public noticing, and the Annexation Ordinance.
- The Developer must pay to the City an amount designed to cover the City's five-year obligation under 70 ILCS 705/20. This state statute requires the City to compensate the North Maine Fire Protection District for the removal of the property from its tax base. The estimated cost of this obligation, based on the amount of the Tax Year 2021 bill for the property sent to the District, is \$5,000.
- The Developer will pay the City \$5,413.60 in total annexation fees, which includes the obligation to North Maine Fire as well as water connection and subdivision fees; payment is prerequisite to the effectiveness of the annexation.
- The Developer may not commence any construction (excluding demolition) on the Development Property unless and until the Developer submits, no later than one year after the date of annexation, the Final Plat of Subdivision, Final PUD, and related plans for approval by the City Council, in accordance with the Zoning Ordinance and the Subdivision Regulations.
- Developer must, at its sole cost and expense, construct and install all of the improvements that will be depicted on the Final Engineering Plan and the other components of the Final PUD.
- The Developer will construct a sidewalk along the frontage of the parcel along N. East River Road on land that will be dedicated to Cook County, which has roadway jurisdiction, on the Final Plat of Subdivision. This, along with the extension of a sanitary sewer main, constitutes the frontage portion of the required public improvements.
- A declaration of covenants, easements, and restrictions, acceptable in form and substance to the City's General Counsel, shall be recorded against the Development Property not later than the date which the closing on any sale or occupancy of the first Residential Structure occurs. The Declaration of Covenants shall provide for the creation of the Homeowners' Association or unified management entity, which shall own or manage common areas such as the private drives and open spaces.
- The Developer agrees to obtain or utilize all necessary private easements for access and stormwater drainage.
- The Developer agrees to fully comply with the City's fees-in-lieu of park land contributions under the Subdivision Regulations, to be approved by the City Council at the time of Final Plat of Subdivision consideration and paid prior to the issuance of any building permits.
- This Agreement will be in full force and effect from and after the Effective Date for a term of 20 years.

The Exhibits to the Agreement are not included with this item packet but instead with the packet for consideration of zoning relief (i.e, zoning map amendment, preliminary PUD). However, if approved, the Exhibits will be included with the document for recording.

City Council Action: If the Council finds the terms satisfactory, upon the conclusion of the public hearing it may approve Resolution R-167-23, which authorizes entry into an Annexation and Development Agreement with MAS Land Investments 2, LLC, which intends to build a 16-unit townhouse development at 180 N. East River Road.

Attachments

Attachment 1: Petition for Annexation

Attachment 2: Location Map

Resolution R-167-23

Exhibit A: Annexation and Development Agreement

**PETITION FOR ANNEXATION TO THE CITY OF DESPLAINES
PURSUANT TO 65 ILCS 5/7-1-8**

**TO: THE MAYOR AND CITY COUNCIL
City of DesPlaines
Cook County, Illinois**

THE UNDERSIGNED (collectively, the "Petitioner"), hereby RESPECTFULLY STATES THE FOLLOWING UNDER OATH:

A. Petitioners are the sole owners of record title to that certain territory consisting of approximately .99808 acres (43,476 sq. ft.) which is legally described on **Exhibit A** attached hereto and made a part hereof ("Territory").

B. The Territory is not situated within the corporate limits of any municipality, and is contiguous to the corporate limits of the City of DesPlaines ("City").

C. No electors reside upon the Territory.

D. The Territory is the subject matter of a proposed annexation agreement ("Annexation Agreement") between the Petitioner and the City. The Annexation Agreement establishes the terms and conditions under which the Territory is to be developed and will be entered into pursuant to Section 5/11-15.1-8 *et seq.* of the Illinois Municipal Code, as amended (65 ILCS 5/11-15.1-8 *et seq.* This Petition is subject to the City and the Petitioner entering into a mutually agreeable annexation agreement.

**THE PETITIONER HEREBY RESPECTFULLY REQUESTS THE
FOLLOWING:**

1. That, subject to the conditions stated in the following paragraph, the Territory be annexed to the City by an ordinance passed and approved by the Mayor and City Council of the City of DesPlaines pursuant to Section 7-1-8 of the Illinois Municipal Code, as amended (65 ILCS 5/7-1-8) and the Plat of Annexation attached as **Exhibit B** be recorded with the Recorder of Cook County.

2. That, as a condition precedent to the annexation of the Territory to the City, the Annexation Agreement, as it may hereafter be modified to the mutual satisfaction of the Petitioner and the Village, be approved by an ordinance passed and approved by the Mayor and City Council of the City of DesPlaines pursuant to Section 5/11- 15.1-8 *et seq.* of the Illinois Municipal Code, as amended (65 ILCS 5/11-15.1-8 *et seq.*) and that said Annexation Agreement be fully and properly executed by the City of DesPlaines.

3. That such further action be taken by the City as may be necessary or appropriate to effect, in accordance with law, the annexation of the Territory to the City and the execution and delivery of the Annexation Agreement.

4. To the best of the undersigned's information and belief, the statements contained herein are true and correct.

Dated this 15th day of August, 2023.

PETITIONER
MAS Land Investments 2 LLC
[Signature]
By: ITS MANAGING MEMBER

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on August 15, 2023, by Edward del Castillo, the Managing Member of MAS Land Investments 2 LLC, an Illinois limited liability company

Given under my hand and official seal this 15th day of August, 2023.

[Signature]
Notary Public

My Commission expires: 9/25/2025

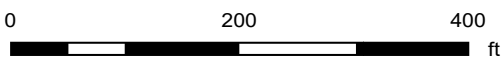
SEAL



Exhibit A

LEGAL DESCRIPTION

THE SOUTH 104.8 FEET OF THE EAST 415.65 FEET OF THE NORTH 10 ACRES IN LOT 1 IN ASSESSOR'S DIVISION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Print Date: 8/3/2023

Notes

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

CITY OF DES PLAINES

RESOLUTION R - 167 - 23

A RESOLUTION APPROVING AN ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DES PLAINES AND MAS LAND INVESTMENTS 2, LLC (180 N. EAST RIVER ROAD).

WHEREAS, MAS Land Investments 2, LLC (“*Developer*”) is the owner of that parcel of real property commonly known as s180 N. East River Road (“*Development Property*”) which is located in unincorporated Cook County; and

WHEREAS, the Development Parcel is located in Cook County, contiguous to the corporate limits of the City, which are currently coterminous with the Development Parcel’s southern lot line; and

WHEREAS, the Development Property is currently improved with one single family home which will be demolished after annexation; and

WHEREAS, there are no electors presently residing on the Development Property; and

WHEREAS, the Developer desires to develop a residential planned development consisting of 16 single-family attached (townhouse) homes (“*Proposed Development*”) on the Development Property; and

WHEREAS, the Developer and the City desire to annex the Development Property into the City pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, and in accordance with and subject to the terms of the Agreement; and

WHEREAS, in furtherance thereof, the Developer has filed with the City Clerk a duly executed Petition for Annexation (“*Annexation Petition*”), requesting the annexation of the Development Property to the City, which Petition is conditioned on the execution of this Agreement by the Parties; and

WHEREAS, the Developer and the City desire to enter into a binding annexation agreement pursuant to the provisions of Division 11-15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, governing the annexation of the Development Property, the zoning of the Development Property within the City, and the performance of certain undertakings that are contingent on the annexation; and

WHEREAS, the Developer seeks certain assurances from the City regarding the zoning of the Development Property under the Zoning Ordinance upon annexation of the Development Property to the City and assurances as to the proposed improvements to the Development Property; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, a public hearing was conducted on September 18, 2023, pursuant to notice published in the *Journal & Topics* on August 30, 2023, to consider the Annexation Petition and this Agreement; and

WHEREAS, pursuant to proper notice as required by statute and ordinance, all required public hearings have been held by all appropriate commissions or other bodies relating to zoning and other requested relief, and recommendations with respect thereto have been submitted to the City Council; and

WHEREAS, the City Council, after due and careful consideration, has concluded that the annexation, development, and use of the Development Property pursuant to and in accordance with the Annexation and Development Agreement attached hereto will promote sound planning, increase the taxable value of property within the City, extend the corporate limits and jurisdiction of the City, enable the City to control the development of the area, and otherwise promote, enhance, and serve the best interests and general welfare of the City and its citizens;

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 approves the Annexation and Development Agreement by and between the City and the Developer in substantially the form attached to this Resolution as **Exhibit A** (“*Agreement*”) and in a final form acceptable to the City Manager and General Counsel.

SECTION 3: EXECUTION OF AGREEMENT. The City Manager and the City Clerk are authorized and directed to execute and seal, on behalf of the City, the Agreement upon receipt by the City Clerk of at least three original copies of each of the Agreement executed by the Developer; provided, however, that if the executed copies of the Agreement are not received by the City Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the City Council, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law by an affirmative vote of no less than two-thirds of the Corporate Authorities of the City.

[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

Resolution for Annexation and Development Agreement for 180 N. East River Road

**THIS DOCUMENT
PREPARED BY AND
AFTER RECORDING
RETURN TO:**

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

Above Space for County Clerk's Use Only

ANNEXATION AND DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF DES PLAINES

AND

MAS LAND INVESTMENTS 2 LLC

(INSIGNIA GLEN 2, 180 N EAST RIVER ROAD, DES PLAINES, IL)

DATED AS OF _____, 2023

**ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF DES PLAINES AND MAS LAND INVESTMENTS 2 LLC
(INSIGNIA GLEN 2 - 180 N. EAST RIVER ROAD, DES PLAINES, IL)**

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (“Agreement”) is made as of the _____ day of _____, 2023, by and between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation (“**City**”), and **MAS LAND INVESTMENTS 2 LLC**, an Illinois limited liability company (“**Developer**”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City’s home rule powers, the City and Developer hereto agree as follows:

SECTION 1. RECITALS.¹

A. As of the Effective Date of this Agreement, Developer is the owner of the Development Property, a parcel of property commonly known as 180 N. East River Road.

B. The Development Property consists of 0.998 acres (43,476 sq. ft.) and is legally described and depicted on the Plat of Survey attached to this Agreement as **Exhibit A**.

C. The Development Property is improved with a dilapidated single-family home and a free-standing garage structure.

D. No electors reside on Development Property.

E. The Owner desires to annex the Development Property to the City pursuant to the terms and conditions hereinafter set forth.

F. Developer desires to construct a residential development consisting of 16 townhome units in four buildings and associated off-street parking, private drives and access lanes, common open space amenities, and stormwater detention facilities (collectively, “**Development**”), as more fully described and defined in Section 5 of this Agreement.

G. The Developer desires to annex the Development Property into the City pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, and in accordance with and subject to the terms of this Agreement. In furtherance thereof, the Developer has filed with the City Clerk a duly-executed Petition for Annexation (“**Annexation Petition**”), requesting the annexation of the Development Property to the City, which Annexation Petition is conditioned on the execution of this Agreement by the Parties.

H. The Parties desire to enter into a binding annexation agreement pursuant to the provisions of Division 11-15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, governing the annexation of the Development Property to the City, the zoning of the Development Property within the City, and the performance of certain undertakings that are contingent on the annexation.

I. The Parties desire that the Development Property be annexed to the City pursuant to the terms and conditions set forth in this Agreement.

¹ All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in Section 2 and the other provisions of this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Zoning Ordinance.

J. The Developer seeks certain assurances from the City regarding the zoning of the Development Property under the Zoning Ordinance upon annexation of the Development Property to the City and assurances as to the proposed improvements to the Development Property as set forth in this Agreement.

K. The Parties desire that the Development Property be developed and used only in compliance with this Agreement and City-approved plans, and in compliance with all applicable Requirements of Law.

L. Pursuant to the provisions of Section 11-15.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, a public hearing was conducted on September 18, 2023, pursuant to notice published in the *Journal & Topics* on August 30, 2023, to consider the Annexation Petition and this Agreement.

M. Pursuant to proper notice as required by statute and ordinance, all required public hearings have been held by all appropriate commissions or other bodies relating to zoning and other requested relief, and recommendations with respect thereto have been submitted to the Corporate Authorities, a resolution has heretofore been adopted authorizing the execution of this Agreement.

N. In connection with the Development of the Development Property, Developer also filed applications with the City seeking (i) an amendment to the Zoning Ordinance to remove the minimum lot size requirement for a Planned Unit Development (PUD) on lots in the R-1 Single Family Residential, R-2 Two-Family Residential, R-3 Townhouse Residential, and R-4 Central Core Residential zoning districts for detached single-family or attached townhouse developments that consist of multiple principal buildings where the PUD is associated with a petition for annexation; (ii) an amendment to the Official Des Plaines Zoning Map, as amended, under Section 12-3-7 of the 1998 City of Des Plaines Zoning Ordinance, as amended, to zone the Development Property to the R-3 Townhouse Residential District; (iii) a Preliminary Planned Unit Development (PUD) under Section 12-3-5 of the 1998 City of Des Plaines Zoning Ordinance, as amended, with requested PUD exceptions from the R-3 Townhouse Residential Zoning District standards under Section 12-7-2(J) of the 1998 City of Des Plaines Zoning Ordinance, as amended, for minimum lot size, minimum lot area, building design, and required rear yard; and (iv) a Tentative Plat of Subdivision subdivide the Development Property, which comprises a single lot, into 17 lots of record, under Section 13-2-1 of Subdivision Regulations of the City of Des Plaines Municipal Code (collectively, the ***“Development Relief”***).

O. A public hearing was held by the City of Des Plaines Planning and Zoning Board on August 8, 2023 to consider approval of the Development Relief. The Planning and Zoning Board adopted Findings of Fact recommending to the Corporate Authorities approval of the Development Relief, subject to specified conditions. The Planning and Zoning Board also approved the Tentative Plat of Subdivision for the Development Property on that date.

P. The Corporate Authorities, after due and careful consideration, have concluded that the annexation, development, and use of the Development Property pursuant to and in accordance with this Agreement will promote sound planning, increase the taxable value of property within the City, extend the corporate limits and jurisdiction of the City, enable the City to control the development of the area, and otherwise promote, enhance, and serve the best interests and general welfare of the City and its citizens.

Q. The Corporate Authorities have reviewed and considered the Development of the Development Property, and the zoning and subdivision approvals requested to allow existing development patterns in the City.

R. The City Council has concluded that the development and use of the Development Property pursuant to and in accordance with this Agreement would further enable the City to control the development of the area and would serve the best interests of the City.

S. The City desires that the Development Property be developed and used only in compliance with this Agreement and the Development Approvals.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context:

“Building Code”: Title 10 of the City Code, as may be amended from time to time.

“City Code”: The City Code of the City of Des Plaines, as the same may be amended from time to time.

“Common Areas”: The Common Open Space Amenities, Stormwater Improvements, Private Roadways and Sidewalks, private water and sanitary sewer mains, and any other areas on the Development Property designated as common areas in the Declaration of Covenants.

“Common Open Space Amenities”: The common open space amenities as shown on the Preliminary Landscape Plan attached to this Agreement as **Exhibit D**.

“Declaration of Covenants”: The Homeowners’ Association declaration and by-laws required pursuant to and further described in Section 8 of this Agreement.

“Development Approvals”: Those resolutions, ordinances, and administrative approvals described in Section 4 of this Agreement required to allow the construction, operation, and maintenance of the Development on the Development Property.

“Development Property”: That certain tract of land, consisting of approximately 0.998 acres (43,476 sq. ft.) commonly known as 180 N. East River Rd. Des Plaines, Illinois, and legally described and depicted in the Plat of Survey attached as **Exhibit A** to this Agreement.

“Development”: A residential development consisting of 16 townhome units in four buildings and associated off-street parking, private drives and access lanes, common open space amenities, and stormwater detention facilities as more fully described and defined in Section 3 of this Agreement.

“Effective Date”: The date set forth in the first paragraph of page one of this Agreement.

“Events of Default”: Defined in Section 16 of this Agreement.

“Final PUD Plat”: Collectively, those plans and specifications for the development of the Development Property to be approved by the Corporate Authorities pursuant to the Final PUD and Plat Ordinance, and to be approved by the Corporate Authorities in accordance with and pursuant to Section 4.D.2 of this Agreement and in accordance with the Requirements of Law. Upon the date that the Final PUD and Plat Ordinance becomes effective, the Final PUD Plat will, automatically and without further action by the Corporate Authorities and the Parties, be deemed to be incorporated in, and made a part of, this Agreement.

“Final Engineering Plan”: The engineering plan that receives the approval of the City Manager in accordance with and pursuant to Section 4.D.1 of this Agreement and in accordance with the Requirements of Law. Upon such approval, the Final Engineering Plan will, automatically and without further action by the Corporate Authorities and the Parties, be deemed to be incorporated in, and made a part of, this Agreement.

“Final Landscape Plan”: The landscaping plan that receives the approval of the City Manager in accordance with and pursuant to Section 4.D.1 this Agreement and in accordance with the Requirements of Law. Upon such approval, the Final Landscape Plan will, automatically and without further action by the Corporate Authorities and the Parties, be deemed to be incorporated in, and made a part of, this Agreement.

“Final Plat of Subdivision”: That certain plat of subdivision for the Development Property, to be considered and approved by the Corporate Authorities in accordance with and pursuant to Section 4.D.1 this Agreement. Upon the date on which the Final Plat of Subdivision becomes effective, the Final Plat of Subdivision will, automatically and without further action by the Corporate Authorities and the Parties, be deemed to be incorporated in, and made a part of, the Final PUD Plat and this Agreement.

“Homeowners’ Association”: The Homeowners’ Association required by and further described in Section 8 of this Agreement.

“Improvements”: The on-site and off-site improvements to be made in connection with the development of the Development Property, as provided in Section 7 of this Agreement, including, without limitation, the Public Improvements, but specifically excluding the Townhome Buildings to be constructed on the Development Property.

“Parties”: The City and Developer, collectively.

“Person”: Any natural individual, corporation, partnership, individual, joint venture, trust, estate, association, business, enterprise, proprietorship, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, or authorized assign of the above, or other entity capable of holding title to, or any lesser interest in, real property.

“Plat of Annexation”: That certain “Plat of Annexation” for the Development Property, consisting of one sheet prepared by Haeger Engineering, LLC and dated June 29, 2023, a copy of which is attached to this Agreement as **Exhibit B**.

“Preliminary Engineering Plan”: Those certain preliminary engineering plans that are a component of the Preliminary Plat of Planned Unit Development, consisting of six sheets, prepared by Haeger Engineering, LLC and dated August 1, 2023, a copy which is attached to this Agreement as **Exhibit C**.

“Preliminary Landscape Plan”: That certain landscape plan and tree preservation plan that are a component of the Preliminary Plat of Planned Unit Development, consisting of two sheets prepared by J. Davito Design, Inc, with a latest revision date of June 30, 2023, copies of which are attached to this Agreement as **Exhibit D**.

“Preliminary Plat of Planned Unit Development” or **“Preliminary Development Plan”**: That certain preliminary plat of planned unit development for the Development Property, consisting of 1 sheet, prepared by Haeger Engineering, LLC and dated August 1, 2023, a copy which is attached to this Agreement as **Exhibit E** as approved and defined in the Approval Ordinance, as may be

amended pursuant to Section 16.L of this Agreement.

“Preliminary PUD Site Plan”: That certain site plan consisting of 1 sheet, prepared by Haeger Engineering, LLC dated June 30, 2023, a copy which is attached to this Agreement as **Exhibit D and E-2** and which is a component of the Preliminary Plat of Planned Unit Development and approved in the Approval Ordinance.

“Private Roadways and Sidewalks”: All roads, drive aisles, off-street parking areas containing the guest parking spaces, alleys, and sidewalks located on the Development Property.

“Property”: The Development Property.

“Public Improvements”: Those Improvements that will be dedicated to, and accepted by the City.

“Requirements of Law”: All applicable federal, state and City laws, statutes, codes, ordinances, resolutions, rules, and regulations.

“Right-of-Way Improvements”: Those specific Improvements to be constructed on or within the public-owned rights-of-way that are adjacent to or in the vicinity of the Development Property, as specifically described in Section 5.C of this Agreement.

“Site Restoration”: Site restoration and modification activities to establish a park-like setting suitable for passive outdoor recreational activities, including without limitation, demolition of partially constructed improvements and structures, regrading, erosion control, and installation of sod or seeding.

“Stormwater Improvements”: The following specific stormwater-related Improvements, as depicted on the Preliminary Engineering Plan consisting of the stormwater detention facility and private storm sewers, related equipment, appurtenances, structures, swales, and storm drainage areas to be installed and maintained on the Development Property to ensure adequate storm water drainage and management and to collect and direct storm water into the City’s storm sewer system all in accordance with the Stormwater Management Report attached to this Agreement as **Exhibit G** and the Final Engineering Plan.

“Structure”: Defined in the Zoning Ordinance, and including, without limitation, the Townhome Buildings to be constructed on the Development Property.

“Subdivision Regulations”: Title 13 of the City Code.

“Tentative Plat of Subdivision”: That certain plat titled “Tentative plat of Insignia Glenn 2 Subdivision,” consisting of 1 sheet and prepared by Haeger Engineering, LLC and dated August 1, 2023, a copy of which is attached to this Agreement as **Exhibit F**.

“Townhome Building” (and collectively, **“Townhome Buildings”**): A residential building to be constructed on the Development Property in substantially the form depicted on the Architectural Elevation & Floor Plans attached as **Exhibit H** which consist of 10 pages prepared by CoBu Architecture Studio and dated August 1, 2023.

“Townhome Unit”: One of the 16 residential townhome units to be constructed within the Townhome Buildings on the Development Property as part of the Development.

“Vertical Construction”: The construction of any portion of a Structure above grade level.

“Uncontrollable Circumstance”: Any of the following events and circumstances that materially change the costs or ability of the Developer to carry out its obligations under this Agreement:

- a. a change in the Requirements of Law;
- b. insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;
- c. epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather conditions preventing performance of work, or other similar act of God;
- d. governmental condemnation or taking other than by the City;
- e. strikes or labor disputes, other than those caused by the unlawful acts of the Developer, its partners, or affiliated entities; or
- f. delays caused by the breach of this Agreement or default under this Agreement by the City.

Uncontrollable Circumstance does not include economic hardship, impracticability of performance, commercial, economic, or market conditions, or a failure of performance by a contractor (except as caused by events that are Uncontrollable Circumstances as to such contractor).

“Zoning Ordinance”: Title 12 of the City Code, as may be amended from time to time.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.
2. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.
3. Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.
4. Other Defined Terms. Capitalized terms not defined in this Agreement have the meanings set forth in the Zoning Ordinance.
5. Compliance and Conflict with Other Requirements. Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among this Agreement and any plan, document, or Requirement of Law referenced in this Agreement, the plan, document, or Requirement of Law that provides the greatest control and protection for the City, as determined by the City Manager, will control. All of the provisions set forth in this Agreement, and all referenced plans, documents, and Requirements of Law are to be

interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

SECTION 3. ANNEXATION OF THE DEVELOPMENT PROPERTY.

A. Adoption of Annexation Ordinance. Immediately after the execution of this Agreement, the Corporate Authorities shall pass and approve an ordinance annexing the Development Property, as well as any contiguous rights-of-way, to the City pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8 ("**Annexation Ordinance**"); provided, however, that the Annexation Ordinance shall not be effective unless the following conditions are satisfied:

1. Passage and approval of the Zoning and Subdivision Approvals set forth in Section 4 of this Agreement by the Corporate Authorities.
2. The Developer has paid to the City any amounts due pursuant to Section 9 and 11 of this Agreement; and
3. The Developer has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance.
4. The filing with the City of a Performance Security in the form of the Letter of Credit or cash deposit securing that portion of the Improvements that lie along the frontage of the public right of way, including but not limited to sidewalk and sanitary sewer main extensions, in an amount determined by the Director of Public Works and Engineering.

After the Annexation Ordinance becomes effective, the City shall promptly cause the Annexation Ordinance to be recorded in the Recordings Division of the Office of the Cook County Clerk.

B. Effective Date of Annexation. The annexation of the Development Property, as well as any contiguous rights-of-way shall occur on, but not before, the date of recordation of the Annexation Ordinance, all necessary plats, and the affidavits of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1.

SECTION 4. ZONING AND SUBDIVISION APPROVALS.

A. Prerequisite Approvals.

The Corporate Authorities have approved the following:

1. Zoning Ordinance Text Amendment. An ordinance amending the Zoning Ordinance to remove the minimum lot size requirement for a PUD on lots in the R-1 Single Family Residential, R-2 Two-Family Residential, R-3 Townhouse Residential, and R-4 Central Core Residential zoning districts for detached single-family or attached townhouse developments that consist of multiple principal buildings ("**Zoning Ordinance Text Amendment Ordinance**") where the PUD is

associated with a petition for annexation. The Zoning Text Amendment Ordinance (Ordinance Z-23-23) was approved by the City Council on September 5, 2023.

B. Initial Approvals. Immediately after the adoption of the Annexation Ordinance, the Corporate Authorities will pass and approve the following legislative actions:

1. Zoning of the Development Property. An ordinance amending the City's zoning map to classify the Development Property into the R-3 Townhome Residential Zoning District ("**Zoning Map Amendment Ordinance**"). The Zoning Map Amendment Ordinance shall not be effective until the effective date of the Annexation Ordinance, as provided in Section 3.B of this Agreement.

2. Preliminary PUD Ordinance. An ordinance, approving the Preliminary Planned Unit Development Plat for the Development Property ("**Preliminary PUD Ordinance**"). The Preliminary PUD Ordinance will not be effective until the effective date of the Annexation Ordinance, as provided in Section 3.B of this Agreement.

C. Future Approvals.

1. Approvals Necessary Prior to Construction. The Parties acknowledge and agree that the City has not approved the following documents that are required in connection with the construction of the Development:

- a. The Final Plat of Subdivision, including a dedication of 4,185.6 square feet of frontage along East River Road to Cook County as public right-of-way;
- b. The Final Planned Unit Development Plan and Plat ("**Final PUD Plat**") with permitted exceptions from the R-3 Townhome Residential Zoning District standards under Section 12-7-2(J) of the 1998 City of Des Plaines Zoning Ordinance, as amended, for minimum lot area, building design, and required rear yard; The Final PUD Plat and accompanying Conditional Use Permit for a Planned Development will be approved by the City Council so long as it is in substantial conformance with the Preliminary PUD Ordinance and Preliminary PUD Plat and the Developer is not in default of any conditions within this Agreement. A Final PUD Plat shall be considered not in substantial conformance with the Preliminary PUD Ordinance and Preliminary PUD Plat if it contains major changes as defined in Section 12-3-5(D)(5)(a).
- c. The Final Engineering Plan; and
- d. The Final Landscape Plan.

2. Final PUD and Plat Ordinance. In accordance with Section 12-3-5 of the Zoning Ordinance and Chapter 2 of the Subdivision Regulations, the Corporate Authorities will consider the approval of an ordinance approving (i) a Final Plat of PUD with permitted exceptions from the R-3 Single-Townhome Residential Zoning District standards under Section 12-7-2(J) of the 1998 City of Des Plaines Zoning Ordinance, as amended, for minimum lot area, building design, and required rear yard,; and (ii) the Final Plat of Subdivision for the Development Property ("**Final PUD and Plat Ordinance**"). The Developer acknowledges and agrees that the Corporate Authorities have no obligation to approve the Final PUD and Plat Ordinance unless

and until: (1) the Corporate Authorities determine, in their sole discretion, that the Final PUD Plat and Final Plat of Subdivision are in substantial conformance with the Preliminary PUD Plat and the Tentative Plat of Subdivision (2) Developer secures the following approvals:

- a. Recommendation for approval of the Final Plat of PUD and the Final Plat of Subdivision by the Planning and Zoning Board;
- b. Approval of the Final Engineering Plan by the City Engineer; and
- c. Approval of the Final Landscape Plan by the City Manager.

SECTION 5. DEVELOPMENT, USE, OPERATION, AND MAINTENANCE OF THE DEVELOPMENT PROPERTY.

Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the City Code, the Subdivision Regulations, or the Zoning Ordinance or any other rights Developer may have, the Development Property must be developed, used, operated, and maintained only pursuant to, and in accordance with, the terms and provisions of this Agreement and its exhibits, including, without limitation, the following development conditions:

A. **Development.** The Development must consist of four (4) three-story Townhome Buildings containing a total of 16 Townhome Units, each with a two-car garage, and eight parallel parking spaces, all of which were promised by Developer and served as an enticement to the City to enter into this Agreement and adopt the Development Approvals, in compliance with the Preliminary Plat of Planned Unit Development and as depicted on the Preliminary PUD Plat.

B. **General Use and Development Restrictions.** The development, use, operation, and maintenance of the Development Property must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Agreement or the Development Approvals. Except for minor alterations due to preliminary engineering or site work as may be approved by the Director of Community and Economic Development or the 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 Development Property must comply, and be in accordance with, the following:

1. this Agreement;
2. the Development Approvals;
3. the Declaration of Covenants;
4. the Zoning Ordinance, except as modified by this Agreement;
5. the Construction Regulations that are in effect as of the Effective Date of this Agreement;
6. the Subdivision Regulations, except as modified by this Agreement; and
7. the Requirements of Law

Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among any of the plans or documents listed as or within items 1 through 7 of this Section

5.B, the plan or document that provides the greatest control and protection for the City, as determined by the City Manager, will control. All of the plans and documents listed as items 1 through 7 of this Section 5.B are to be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

SECTION 6. DEMOLITION AND CONSTRUCTION.

A. Single Phase of Development. The construction of the Improvements and the Townhome Buildings on the Development Property shall take place in one continuous phase.

B. Diligent Pursuit of Construction. Developer must pursue, or cause to be pursued, all required development, demolition, construction, and installation of structures, buildings, and Improvements on the Development Property and adjacent rights-of-way in a diligent and expeditious manner, and in strict compliance with the City Code and the Requirements of Law.

C. Demolition of the Existing Structures. Prior to commencing construction of the Development, Developer must demolish all existing pavement and remnant structures on the Development Property in compliance with the Preliminary Engineering Plans, the City Code, and Requirements of Law, including specifically, a demolition permit issued by Cook County.

D. Construction Traffic.

1. **Construction and Traffic Management Plan.** Developer must prepare and submit, for review and approval by the City’s Director of Public Works, a Construction and Traffic Management Plan (“**CTM Plan**”) for the development of the Development Property. The CTM Plan will govern (i) the location, storage, and traffic routes for construction equipment and construction vehicles, and (ii) the location of alternative off-street parking during the construction. The City has no obligation to issue a building permit for any structure or Improvement, and no construction may be commenced with respect to the structure or Improvement, unless and until the City’s Director of Public Works has approved, in writing, the CTM Plan. The City agrees to cause the CTM Plan to be promptly and expeditiously reviewed by the City’s Director of Public Works; provided, however, that nothing in this Agreement is to be deemed or interpreted to require approval of the CTM Plan. The CTM Plan must include, without limitation, the following:

- a. The schedule and traffic routes for construction traffic accessing the Development Property;
- b. The designation of machinery and construction material storage areas on the Development Property;
- c. Provisions for the screening of construction areas within the Development Property;
- d. The hours of operation and schedule for construction on the Development Property;
- e. The location of areas on the Development Property for the parking of construction vehicles and vehicles operated by construction employees;
- f. The location of alternative off-street parking to replace any parking temporarily lost due to construction; and

- g. The location of temporary and durable off-street parking on the Development Property for construction employees.

2. Designated Routes of Access. The City reserves the right to designate certain prescribed routes of access to the Development Property for construction traffic to provide for the protection of pedestrians and to minimize disruption of traffic and damage to paved street surfaces, to the extent practicable; provided, however, that the designated routes must not: (a) be unreasonably or unduly circuitous; nor (b) unreasonably or unduly hinder or obstruct direct and efficient access to the Development Property for construction traffic.

3. Maintenance of Routes of Access. At all times during the construction of the structures and Improvements, Developer must: (a) keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards; and (b) repair any damage caused by construction traffic.

E. Parking, Storm Water Management, and Erosion Control During Construction. During construction of any of the structures or Improvements on the Development Property, Developer must:

1. Obtain all agency permits (IEPA, MWRD, NPDES, Cook County) required for the construction of the residential planned development.

2. Install temporary and durable surface off-street parking on the Development Property for the parking of construction employee vehicles, as necessary, which off-street parking must comply with the standards set forth in the Construction Regulations;

3. Install and implement such measures as necessary to temporarily divert or control any heavy accumulation of storm water away from or through the Development Property in a manner approved in advance by the City Engineer, which method of diversion must include early installation of storm drains to collect water and convey it to a safe discharge point; and

4. Install erosion control devices as necessary to prevent silt, dirt and other materials from leaving the site and traveling onto other properties.

All installations made pursuant to this Section 6.D must be maintained by Developer until construction of the Development is complete.

F. Issuance of Permits and Certificates.

1. General Right to Withhold Permits and Certificates. In addition to every other remedy permitted by law for the enforcement of this Agreement, the City has the absolute right to withhold the issuance of any building permit or certificate of occupancy for the Development Property at any time when Developer has failed or refused to meet fully any of its obligations under, or is in violation of, or is not in full compliance with, the terms of this Agreement.

2. Pre-Conditions to Issuance of Building Permit. The City will have the right, but not the obligation, to refuse to issue a building permit for any Structure to be constructed on the Development Property prior to the installation by Developer, and approval by the City's Director of Public Works, of all stormwater detention and drainage facilities, storm sewer systems, sanitary sewer mains, site grading, and erosion control Improvements on the Development Property.

G. Completion of Construction.

1. Removal of Partially Constructed Structures and Improvements. Subject to

Uncontrollable Circumstances, if Developer fails to diligently pursue all demolition and construction as required in, or permitted by, Sections 5 and 6 of this Agreement to completion within the time period prescribed in the building permit or permits issued by the City for such demolition and construction, as the case may be, and if a perfected application to renew the building permit or permits is not filed within 30 days after the expiration of the permit or permits, Developer must, within 60 days after notice from the City: (a) remove any partially constructed or partially completed buildings, structures, or Improvements from the Development Property; and (b) perform Site Restoration on that portion of the Development Property in which Developer has failed to complete all such demolition and construction, all in accordance with plans approved by the City.

2. **Removal and Restoration by City.** In the event Developer fails or refuses to remove any partially completed buildings, structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 6.G.1 of this Agreement, the City will have, and is hereby granted the right, at its option, to: (a) demolish and/or remove any of the partially completed buildings, structures, and Improvements from any and all portions of the Development Property; (b) perform Site Restoration; and/or (c) cause the buildings, structures, or Improvements to be completed in accordance with the plans submitted. Developer must fully reimburse the City for all costs and expenses, including legal and administrative costs, incurred by the City for such work. If Developer does not so fully reimburse the City, the City will have the right to draw from the Performance Security and the Maintenance Warranty, as described in and provided pursuant to Section 12 of this Agreement, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. If Developer does not so fully reimburse the City, and the Performance Security and Maintenance Warranty have no funds remaining in them or are otherwise unavailable to finance such work, then the City will have the right to place a lien on the Development Property for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 6.G.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the City in this Agreement, at law, and/or in equity.

H. **As-Built Plans.** After completion of construction of any new structure, Developer must submit to the Director of Community Development final "as-built" plans: (1) related to drainage, grading, storm sewer, sanitary sewer and water mains, and associated structures; and (2) for other final construction documents (in paper and, for Improvements, electronic format) as required and approved by the City Engineer and the City Director of Community and Economic Development. The as-built plans must indicate, without limitation, the amount, in square feet, of impervious surface area on the Development Property.

I. **Damage to Public Property.** Developer must maintain the Development Property and all streets, sidewalks, and other public property in and adjacent to the Development Property in a good and clean condition at all times during the development of the Development Property and construction of the Improvements. Further, Developer must: (1) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Development Property by Developer or any agent of or contractor hired by, or on behalf of, Developer; and (2) repair any damage that may be caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer.

SECTION 7. IMPROVEMENTS.

A. **Description of Improvements.** Developer must, at its sole cost and expense, construct and install all of the Improvements depicted on the Final Engineering Plan and the other components of the Final PUD Plat, including, without limitation, the following:

1. Stormwater facilities, in the manner approved by the City Manager and the Metropolitan Water Reclamation District, which facilities are incorporated into,

and depicted on, the Final Engineering Plan.

2. Sanitary sewer facilities necessary to connect the Development Property to the City's sanitary sewer system ("**Sanitary Sewer Extension**"), including 8" diameter extension along the frontage of N. East River Road.
3. Water mains and service lines necessary to connect the Development Property to the City's potable water system ("**Water Main Extension**") and provide fire protection.
4. Extension of the existing five-foot-wide sidewalk/sidepath along East River Road across full frontage of Development Property.
5. The landscaping, as depicted in the Final Landscape Plan.
6. All roads, driveways, curbs, and gutters located on the Development Property as well as resurfacing the existing access driveway on the parcel located to the south of the Development Property that will provide shared access to East River Road ("**Shared Driveway**"). Developer will be required to grind down the top 1.5" of the existing driveway prior to commencing resurfacing work on the Shared Driveway.
7. All street and common area lighting on the Development Property.
8. A seven-foot wide sidewalk along the north side of the Shared Driveway.

B. Design and Construction of the Improvements.

1. General Standards. All Improvements must be designed and constructed pursuant to and in accordance with the Final Engineering Plan, the Construction Regulations, and the Development Approvals, and will be subject to the reasonable written satisfaction of the City Engineer in accordance with the City Code and the Subdivision Regulations. All work performed on the Improvements must be conducted in a good and workmanlike manner, with due dispatch, and within any deadlines provided pursuant to this Agreement or in the permits issued by the City for construction of the Improvements. All materials used for construction of the Improvements must be new and of first-rate quality.

2. Contract Terms; Prosecution of the Work. Developer must include in every contract for work on the Improvements terms requiring the contractor to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement, Final Engineering Plan, the Development Approvals, and the Requirements of Law, until the work is properly completed, and providing that Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

3. Engineering Services. Developer must provide, at its sole cost and expense, all engineering services for the design and construction of the Improvements, by a professional engineer responsible for overseeing the construction of the Improvements. Developer must promptly provide the City with the name of a local Developer's representative and a telephone number or numbers at which the Developer's representative can be reached at all times.

4. City Inspections and Approvals. All work on the Improvements is subject to inspection and approval by City representatives at all times.

5. Other Approvals. Where the construction and installation of any Improvement requires the consent, permission, or approval of any public agency or private party, Developer must

promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be required to obtain the consent, permission, or approval.

C. Connection of Utilities.

1. Developer must, at its sole cost and expense, and in accordance with and pursuant to the Preliminary Plat of Planned Unit Development, install: (a) all public utility connections servicing the Development Property; and (b) the connection of all utilities to facilities located on the Development Property. Developer must coordinate and cooperate with all utility companies and owners of neighboring properties as may be necessary to ensure that the installation of utilities required pursuant to this Section 7.C does not unreasonably disrupt utility service to neighboring properties.

2. No utilities located on the Development Property may be connected to the sewer and water utilities belonging to the City except in accordance with the applicable provisions of the City Code and upon payment of the connection fees required pursuant to the City Code. Such fees shall be payable at the time of application for a building permit.

D. [RESERVED]

E. Completion of the Improvements. The City has the right, but not the obligation, to refuse to issue a final certificate of occupancy for any building or Structure located on the Development Property until the Improvements are completed by Developer and approved by the City. The issuance of any building permit or certificate of occupancy by the City at any time prior to completion of all of the Improvements by Developer and approval of the Improvements by the City will not confer on Developer any right or entitlement to any other building permit or certificate of occupancy.

F. Dedication and Maintenance of the Improvements.

1. Final Inspection and Approval of the Improvements. Developer must notify the City when it believes that any or all of the Improvements have been fully and properly completed and must request final inspection and approval of the Improvement or Improvements by the City. The notice and request must be given far enough in advance to allow the City time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow Developer time to make all required repairs and corrections prior to the scheduled completion date (as may be established pursuant to this Agreement or in the permits issued by the City for construction of the Improvements). Developer must promptly make all necessary repairs and corrections as specified on the punch list. The City is not required to approve any portion of the Improvements until: (a) all of the Improvements as may be required pursuant to Section 6.A of this Agreement, including all punch list items, have been fully and properly completed; and (b) the City's Director of Public Works has determined that the specific Improvement has been constructed to completion, in accordance with the Final Engineering Plans and the Requirements of Law.

2. Dedication and Acceptance of Public Improvements. Neither the execution of this Agreement nor the approval or recordation of the Final Plat of Subdivision constitutes acceptance by the City of any Improvements that are depicted as "dedicated" on the Final Plat of Subdivision or on the Final PUD Plat, if any. The acceptance of ownership of, and responsibility for, a specific approved Improvement as a Public Improvement may be made only by the Corporate Authorities, and only in compliance with the requirements of the Subdivision Regulations. The following Improvements are anticipated to become Public Improvement upon approval and acceptance of the Improvements by the City:

- a. Any stormwater facilities located in the public right-of-way;
- b. Any facilities located in the public right-of-way, including the Sanitary Sewer Extension and the Water Main Extension; and
- d. e. Landscaping in Public Rights-of-Way including trees and landscaping materials within the East River Road right-of-way, as depicted in the Landscape Plan.

3. Transfer of Ownership of the Public Improvements and Easements to the City.

Upon the approval of, and prior to acceptance of, the Public Improvements to be accepted by the City pursuant to Section 7.F of this Agreement, Developer must execute, or cause to be executed, all documents as the City may request to transfer Ownership of, or to provide easements in, the Public Improvements to, and to evidence ownership of the Public Improvements by, the City, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the City in writing. Developer must, at the same time: (a) grant, or cause to be granted, to the City all insured easements or other property rights as the City may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the City, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the City in writing; and (b) provide a written estimate of the monetary value of each Public Improvement to be accepted by the City.

4. Maintenance of Public Improvements.

For a period of at least 18 months following acceptance by the City of the Public Improvements, Developer must, at its sole cost and expense, maintain the Public Improvements without any modification, except as specifically approved in writing by the City Engineer, in a first-rate condition at all times. Developer hereby guarantees, on its behalf and on behalf of its successors, the prompt and satisfactory correction of all defects and deficiencies in any of the Public Improvements that occur or become evident within two years after acceptance of the Public Improvement by the City pursuant to this Agreement. In the event the City Engineer determines, in the City Engineer's reasonable discretion, that Developer is not adequately maintaining, or has not adequately maintained, any Public Improvement, Developer must, after 10 days' prior written notice from the City (subject to Uncontrollable Circumstances), correct it or cause it to be corrected. If Developer fails to correct the defect, commence the correction of the defect, or diligently pursue correction of the defect to completion, the City, after 10 days' prior written notice to Developer, may, but will not be obligated to, enter upon any or all of the Development Property for the purpose of performing maintenance work on and to such Public Improvement. In the event that the City causes to be performed any work pursuant to this Section 7.F.4, Developer must, upon demand by the City, pay the costs of the work to the City. If Developer fails to pay the costs, the City will have the right to draw from the Maintenance Warranty required pursuant to Section 12.C of this Agreement, based on costs actually incurred or on the City's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. In the event any Public Improvement is repaired or replaced pursuant to this Section 7.F.4, the City's right to draw upon the Maintenance Warranty pursuant to Section 12.C of this Agreement will be extended, as to the repair or replacement, for two full years from the date of the repair or replacement.

5. Private Streets.

All streets, driveways, and alleys on the Development Property shall remain private improvements and shall not be accepted by the City. The City shall not be responsible for maintaining any street, driveway, or alley on the Development Property and shall not conduct snow plowing, salting, or snow removal on the Development Property.

SECTION 8. OPERATIONAL DOCUMENTS.

Developer shall prepare the following governing documents for review and approval by General Counsel of the City:

A. Cross-Access Easement. A cross-access and maintenance agreement with the property located to the south of the Development Property at 172 N. East River Road ("**Adjacent Parcel**") that includes the following provisions:

1. Grants the owners of Townhome Units and the HOA a permanent easement over the Shared Driveway to provide access East River Road;
2. Grants the owners of the Townhome Units and the HOA a permanent easement and right of access to connect to the existing private storm sewer, volume control basin, sanitary sewer main, and water main located on the Adjacent Parcel; and
3. Provides that the Homeowners' Association and the corresponding owners of the Adjacent Parcel will share in the responsibility for maintaining, repairing, and replacing the Adjacent Parcel.

B. Declaration of Covenants. A declaration of covenants, conditions, and restrictions governing the Development including, at minimum, the following provisions:

1. Membership in the Homeowners' Association must be mandatory for each and every owner, and successive owner, of the Townhome Units.
2. The Declaration of Covenants and by-laws of the Homeowners' Association must provide that they are not to be amended to conflict with this Agreement or the requirements of the Subdivision Regulations without approval by the City Council.
3. Developer shall prepare and present the Declaration of Covenants for approval by the City in connection with request for final planned unit development approval.
4. The Homeowners' Association will be responsible for the continuity, care, conservation and maintenance, including operation in a first-rate condition and in accordance with predetermined standards set forth in the Declaration of Covenants, of the Common Areas, and the cost of power required for such equipment and appurtenances.
5. The Homeowners' Association will be responsible for procuring casualty and liability insurance and payment of real estate taxes for all Common Areas to be owned by the Homeowners' Association.
6. The owners of the Townhome Units must pay their *pro rata* share of all costs and expenses incurred by the Homeowners' Association by means of an assessment to be levied by the Homeowners' Association which meets the requirements for becoming a lien on the Development Property in accordance with statutes of the State of Illinois.
7. The Homeowners' Association must be responsible for snow and ice removal from the development Property.
8. The Homeowners' Association must be responsible for the collection of all refuse, landscape waste, and recyclable materials generated on the Development Property and will

be required to obtain an independent waste collection contract from a licensed waste hauler.

9. The City, as well as the owner of each of Townhome Unit, will have the right to enforce the Declaration of Covenants.

10. The City will have the right, but not the obligation, after 10 days' written notice for stormwater related repairs and maintenance and after 30 days' written notice for all other repairs or maintenance to the Homeowners' Association, to perform any maintenance or repair work which, in the sole opinion of the City, the Homeowners' Association has neglected to perform on the Common Areas, to assess the membership for such work and, in the event of nonpayment, to file a lien against the property of the Homeowners' Association or the property of any member failing to pay the assessment.

11. The Declaration of Covenants will run with and bind the Development Property, and all portions thereof, and will be binding on the Developer, and their successors in interest, to all portions of the Development Property.

12. The Declaration of Covenants must contain a provision requiring compliance with any conditions and requirements of the Metropolitan Water Reclamation District of Greater Chicago Watershed Management Ordinance Permit for the Development Property.

13. The Declaration of Covenants or the deed conveying the Open Space Amenities to the Homeowners' Association must require the Open Space Amenities to be maintained in perpetuity for outdoor recreational use in accordance with Section 13-4-2.E of the Subdivision Regulations.

SECTION 9. ANNEXATION FEES.

Aside from those fees and costs required to be paid in Sections 10 and 11 of this Agreement, the parties agree that the Annexation Fee shall be full and complete consideration for the financial burden that the City shall assume by annexing the Development Property.

A. Water Connection. Pursuant to Section 9-1-1 of the City Code, the Developer must pay to the City, in addition to all other sums required to be paid pursuant to this Agreement or the Requirements of Law, \$261.60 for connection to the City's potable water system.

B. Subdivision Acreage Fees. Pursuant to Section 13-1-3 of the City Code (Subdivision Regulations), the Developer shall pay \$152.00 as acreage fees for water and sewer.

C. Estimated Payments to Disconnected Fire Protection District and Anticipatory Reimbursement. Pursuant to 70 ILCS 705/20, the City will be required to make five annual payments to the North Maine Fire Protection District based on the schedule outlined in the statute. The City's estimated total payments are \$5,000, which shall be paid to the City by the Developer.

D. Total Annexation Fee. The total annexation fees are \$5,413.60 for the Development. These fees must be paid by certified or cashier's check no later than the time the Developer applies for its first building permit, including those related to demolition of existing structures, to construct the Development on the Development Property. In addition, approval of the Plat of Annexation will not be effective until the Developer has paid the fees in Section 9 to the City.

SECTION 10. PARK DISTRICT FEES IN LIEU OF LAND CONTRIBUTION.

Developer hereby agrees to fully comply with, and cause to be paid, the fees in lieu of land contributions calculated pursuant to Chapter 4 of the Subdivision Regulations (collectively, "**Impact Fees**") at the rates set forth in the City Code as of the Effective Date of this Agreement.

The Impact Fees are based on a per unit basis and must be paid prior to the issuance of any building permits for any Townhome Building on the Development Property. The Developer acknowledges that the payment of development impact fees imposed by Chapter 4 of the Subdivision Regulations, are reasonable and that Developer hereby holds harmless and releases the City, the Des Plaines Park District and the Mt. Prospect Park District (collectively, the "**Districts**") from any claim or other action Developer may have against either or both the City or the Districts as a result of Chapter 4 and the impact fees exacted thereunder for distribution to any District by the City.

SECTION 11. PAYMENT OF CITY FEES AND COSTS.

A. Negotiation and Review Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, Developer must pay to the City, contemporaneous with the execution of this Agreement by the City Manager, all third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with: (1) the development of the Development Property, including, without limitation, the review and processing of plans therefor; and (2) the negotiation, preparation, consideration, and review of the Annexation Ordinance, the Preliminary PUD Ordinance, the Final PUD and Plat Ordinance, and this Agreement. The City will provide Developer with invoices for all fees and costs requiring reimbursement. Payment of all fees, costs, and expenses must be made by certified or cashier's check. Developer acknowledges and agrees that it will continue to be liable for and to pay, promptly after presentation of a written demand or demands for payment, such third-party fees, costs, and expenses incurred in connection with any applications, documents, proposals, or requests for interpretations or amendments of this Agreement, whether formal or informal, of whatever kind, submitted by Developer during the term of this Agreement in connection with the use and development of the Development Property. Further, Developer acknowledges and agrees that it is liable for and will pay after demand all fees, costs, and expenses incurred by the City for publications and recordings required in connection with the above matters.

B. Other City Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, Developer must pay to the City all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges, and contributions, and all other fees, charges, and contributions pursuant to the Requirements of Law at the rates in effect as of the Effective Date of this Agreement.

SECTION 12. PERFORMANCE SECURITY.

A. General Requirements. As security to the City for the performance by the Developer of the Developer's obligations to construct and complete the Improvements pursuant to and in accordance with this Agreement, the Developer hereby irrevocably elects, on behalf of itself and its successors, and agrees to provide the City prior to the issuance of any permits for the Development Property performance and payment security for all Improvements that will be accepted by or dedicated to the City ("**Performance Security**") in the form of one or more letters of credit ("**Letter of Credit**") in the amount and manner set forth in Section 13-2-8 of the Subdivision Regulations. The Letter of Credit shall be in form and substance substantially conforming in all material respects with **Exhibit I** to this Agreement and satisfactory to the City's General Counsel. The Performance

Security shall be administered pursuant to and in accordance with Section 13-2-8 of the Subdivision Regulations.

B. Use of Funds in the Event of Breach of Agreement. If the Developer or its lender fail or refuse to complete the Improvements in accordance with this Agreement, or fail or refuse to correct any defect or deficiency in the Improvements, or remove partially completed buildings or structures as required by this Agreement, or fail or refuse to perform Site Restoration in accordance with a demand made pursuant to his Agreement, or the Developer fails or refuses to pay any amount demanded by the City as and when required pursuant to this Agreement, then the City in its reasonable discretion may draw on and retain all or any of the funds remaining in the Performance Security which are necessary to remedy such failure or refusal. The City thereafter shall have the right, subject to 30 days' notice and opportunity for cure, to exercise its rights under this Agreement, to take any other action it deems reasonable and appropriate to mitigate the effects of any failure or refusal, and subject to the terms of the immediately preceding sentence, to reimburse itself from the proceeds of the Letter of Credit for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of the Developer's failure or refusal to meet its obligations under this Agreement constituting an Event of Default. If the funds remaining in the Letter of Credit are insufficient to repay fully the City for all costs and expenses, then the Developer shall upon demand of the City therefor deposit with the City any additional funds as the City determines are necessary, within 30 days of a request therefor, to fully repay such costs and expenses.

C. Maintenance Warranty for Public Improvements. Following the City's release of any percentage of the Performance Security for any Public Improvement, Developer must substitute for the released percentage of the Performance Security a maintenance warranty in the form of a letter of credit ("**Maintenance Warranty**"), which is equal to 10 percent of one hundred twenty five percent (125%) of the approved City Engineer's estimate of costs for the Improvements to be dedicated to the City. Developer must deposit the Maintenance Warranty with the City. The Maintenance Warranty shall remain with the city until eighteen (18) months after all Improvements to be accepted by the City are completed and certified by the City Engineer as completed in strict accordance with the description, plans and specifications submitted by the subdivider and approved by the City Engineer and accepted by the City Council. ("**Maintenance Warranty Term**"). The City will return to Developer the Maintenance Warranty upon the end of the Maintenance Warranty Term, minus any portion of the Maintenance Warranty utilized by the City in accordance with Section 12.B.

SECTION 13. LIABILITY AND INDEMNITY OF CITY.

A. City Review. Developer acknowledges and agrees that the City is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans for the Development Property or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Development Property or the Improvements, and that the City's review and approval of any such plans and the Improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure Developer or any of its successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

B. City Procedure. Developer acknowledges and agrees that all notices, meetings, and hearings have been properly given and held by the City with respect to the approval of the Annexation Ordinance, the Development Approvals, and this Agreement, and Developer agrees not to challenge such approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. Developer, only as to its own acts or omissions, agrees to, and does hereby, hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the City's review and approval of any plans for the Development Property or the Improvements; (ii) the issuance of any approval, permit, certificate, or acceptance for the Development Property or the Improvements; and (iii) the development, construction, maintenance, or use of any portion of the Development Property or the Improvements ("**Indemnified Claims**"); provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the City.

D. Defense Expense. Developer, only as to its own acts or omissions, must, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the Indemnified Claims.

SECTION 14. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.

A. Binding Effect. All obligations assumed by Developer under this Agreement are and will be binding upon Developer personally, upon any and all of its heirs, successors, and assigns, and upon any and all of the respective successor legal or beneficial Developers of all or any portion of the Development Property (including, without limitation, the Association).

B. Successors and Transferees. To assure that all grantees, successors, assigns, and transferees of Developer and all successor Developers of all or any portion of the Development Property have notice of this Agreement and the obligations created by it, Developer must:

1. Deposit with the City Clerk, concurrent with the City's approval of this Agreement, any consents or other documents necessary to authorize the City to record this Agreement in the Recordings Division of the Office of the Cook County Clerk;

2. Notify the City in writing at least 30 days prior to any date on which Developer transfers (as that term is defined in Section 14.C of this Agreement) a legal or beneficial interest in any portion of the Development Property to a third party; provided, however that this notice shall not be required for the sale of an individual Townhome Unit (Lots 1-16);

3. Incorporate this Agreement by reference into any and all real estate sales contracts for transfers, as that term is defined in Section 14.C of this Agreement, entered into for the sale of all or any portion of the Development Property; provided, however that this notice shall not be required for the sale of an individual Townhome Unit (Lots 1-16); and

4. Except as provided in Section 14.C of this Agreement, require, prior to the transfer of all or any portion of the Development Property, or any legal or equitable interest therein, to any third party (other than (a) a sale to the Association or (b) sale of an individual residential lot), the transferee of said portion or interest in the Development Property to execute an enforceable written agreement, in substantially the form of **Exhibit G** to this Agreement, agreeing to be bound by the provisions of this Agreement ("**Transferee Assumption Agreement**") and to provide the City, upon request, with such reasonable assurance of the financial ability of the transferee to meet those obligations as the City may require. The City agrees that upon a successor becoming bound to the obligation created in the manner provided in this Agreement and providing the financial assurances required pursuant to this Agreement, the liability of Developer will be released to the extent of the transferee's assumption of the liability. The failure of Developer to provide the City with a copy of a Transferee Assumption Agreement fully executed by the transferee and, if requested by the City, with the transferee's proposed assurances of financial capability before completing any transfer, will

result in Developer remaining fully liable for all of its obligations under this Agreement but will not relieve the transferee of its liability for all such obligations as a successor to Developer.

C. Transfer Defined. For purposes of this Agreement, the term “transfer” includes, without limitation, any assignment, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Development Property, or any beneficial interest in the Development Property, in whole or in part, by voluntary or involuntary sale, foreclosure, merger, sale and leaseback, consolidation, or otherwise; provided, however, that a sale, assignment or any other transfer of legal or beneficial interest in a Townhome Unit (Lots 1-16) does not constitute a “transfer” hereunder if no transferee owns any portion of any other Lot on the Development Property.

D. Mortgagees of Property. This Agreement is and will be binding on all mortgagees of the Development Property or other secured parties automatically upon such mortgagee assuming title to the Development Property, in whole or in part, by a foreclosure or a deed in lieu of foreclosure without the necessity of entering into a Transferee Assumption Agreement. Until such time, however, a mortgagee or other secured party will have no personal liability hereunder.

SECTION 15. TERM.

This Agreement will be in full force and effect from and after the Effective Date for a term of 20 years. The provisions of this Agreement run with and bind the Development Property and inure to the benefit of, be enforceable by, and obligate the City, Developer, and any of their respective, grantees, successors, assigns, and transferees, including all successor legal or beneficial Developers of all or any portion of the Development Property. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rules imposing time limits, then the affected privilege or right will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

SECTION 16. EVENTS OF DEFAULT.

A. Developer Events of Default. The following are Developer Events of Default under this Agreement:

1. If any representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by Developer in writing and delivered to the City pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made.

2. Default by Developer for a period of 15 days after written notice thereof in the performance or breach of any covenant contained in this Agreement concerning the existence, structure or financial condition of Developer; provided, however, that such default or breach will not constitute an Event of Default if such default cannot be cured within said 15 days and Developer, within said 15 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 60 days after such notice.

3. Default by Developer for a period of 15 days after written notice thereof from the City in the performance or breach of any covenant, warranty or obligation contained in this Agreement; provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 15 days and Developer, within said 15 days, initiates and diligently

pursues appropriate measures to remedy the default and in any event cures such default within 60 days after such notice.

4. The entry, at any time after the Effective Date of this Agreement, of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

5. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Development Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.

6. Failure to have funds to meet Developer's obligations.

7. Sale, assignment, or transfer of the Development Property except in accordance with the Transferee Assumption provisions in Section 14 of this Agreement.

8. Change in the organizational status of Developer except in accordance with the Transferee Assumption provisions in Section 14 of this Agreement.

9. Developer abandons the development of the Development Property. Abandonment will be deemed to have occurred when work stops on the development of the Development Property for more than 90 days for any reason other than Uncontrollable Circumstances, unless otherwise permitted by this Agreement. The failure of Developer to secure any approvals required for the development or construction of the Development Property will not be a valid defense to abandonment.

10. Developer fails to comply with the Requirements of Law in relation to the construction and maintenance of the Improvements and Residential Structures contemplated by this Agreement.

B. Events of Default by the City. The following are City Events of Default under this Agreement:

1. If any material representation made by the City in this Agreement, or in any certificate, notice, demand or request made by the City in writing and delivered to Developer pursuant to or in connection with any of said documents, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to Uncontrollable Circumstances, default by the City for a period of 30 days after written notice thereof from Developer in the performance or breach of any covenant contained in this Agreement; provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 30 days and the City, within said 30 days, initiates

and diligently pursues appropriate measures to remedy the default and in any event cures such default within 90 days after such notice.

SECTION 17. REMEDIES FOR DEFAULT AND ENFORCEMENT.

A. Remedies for Default. In the case of an Event of Default under this Agreement:

1. Except as otherwise provided in this Agreement and subject to the provisions hereinafter set forth, the non-defaulting Party may institute such proceedings in law or in equity, by suit, action, mandamus, or any other proceeding, as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.

2. Pursuant to Section 6.G of this Agreement, the City may, without prejudice to any other rights and remedies available to the City, require: (a) the demolition and removal of any partially constructed or partially completed buildings, structures, or Improvements from the Development Property; and (b) the performance of Site Restoration. Concurrent with the City's exercise of its rights under Section 6.G, the Corporate Authorities will have the right, but not the obligation, to terminate the entitlements set forth in the Development Approvals and this Agreement, without protest or objection by Developer.

3. In case the City has proceeded to enforce its rights under this Agreement and such proceedings have been discontinued or abandoned for any reason, then, and in every such case, Developer and the City will be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the City will continue as though no such proceedings had been taken.

B. Limitation. Notwithstanding anything to the contrary contained in this Agreement, including the provisions of this Section 17, Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the City, on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement.

C. Repeal of Development Approvals. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the City will have the absolute right to repeal the Development Approvals if an Developer Event of Default occurs under this Agreement, in accordance with the Final PUD and Plat Ordinance.

D. Prevailing Party. In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 18. WARRANTIES AND REPRESENTATIONS.

A. By the City. The City represents, warrants and agrees as the basis for the undertakings on its part contained in this Agreement that:

1. The City is a municipal corporation duly organized and validly existing under the law of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement;

2. The execution, delivery and the performance of this Agreement and the consummation by the City of the transactions provided for herein and the compliance with the provisions of this Agreement: (i) have been duly authorized by all necessary corporate action on the part of the City; (ii) require no other consents, approvals or authorizations on the part of the City in connection with the City's execution and delivery of this Agreement; and (iii) do not, by lapse of time, giving of notice or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the City is subject; and

3. To the best of the City's knowledge, there are no proceedings pending or threatened against or affecting the City or the Development Property in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the City to perform its obligations under this Agreement.

B. By Developer. Developer, and the person executing this Agreement on behalf of Developer, represent, warrant, and covenant, as of the Effective Date of this Agreement, that:

1. Developer is an Illinois limited liability company duly organized, validly existing, and qualified to do business in Illinois;

2. Developer has the right, power, and authority to enter into, execute, deliver and perform this Agreement, and Developer is in compliance with all Requirements of Law, the failure to comply with which could affect the ability of Developer to perform its obligations under this Agreement;

3. The execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable Requirements of Law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which Developer is now a party or by which Developer is now or may become bound;

4. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened, or affecting Developer which would impair its ability to perform under this Agreement;

5. Developer will apply for and will maintain all government permits, certificates, and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete its obligations as required by this Agreement; and

6. Developer has sufficient financial and economic resources to implement and complete its obligations under this Agreement;

7. Developer has no knowledge of any liabilities, contingent or otherwise, of Developer which might have a material adverse effect upon its ability to perform its obligations under this Agreement.

SECTION 16. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 16.A. The address of any Party may be changed

by written notice to the other Parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received the following business day after deposit. Notices and communications to the Parties must be addressed to, and delivered at, the following addresses:

- If to the City: City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016
Attention: City Manager
Email: MBartholomew@desplaines.org

- with a copy to: Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, IL 60654
Attention: Peter Friedman, General Counsel
Email: peter.friedman@elrodfriedman.com

- If to Developer: MAS Land Investments 2 LLC
711 Middleton Court
Palatine, IL 60067
Attention Todd Polcyn
Email: t.polcyn@comcast.net

- with a copy to: Law Office of Thomas R. Burney
240 Deer Run
Crystal Lake, IL 60012
Email: tom@burneylaw.org

B. Time of the Essence. Time is of the essence in the performance of all terms and provisions 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 are cumulative and are not exclusive of any other such rights, remedies, and benefits allowed by law.

D. Non-Waiver. The City is not, and 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 such right will not be deemed or construed to be a waiver thereof, nor will such failure void or affect the City's right to enforce such right or any other right.

E. Consents. Whenever the consent or approval of any Party to this Agreement is required, the consent or approval must be in writing and may not be unreasonably withheld, delayed or conditioned, and, in all matters contained herein, all parties will have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

F. Governing Law. This Agreement is to be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, firm, corporation, or property will not be impaired thereby, but the remaining provisions are to be interpreted, applied,

and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement and the Development Approvals constitute the entire agreement between the parties, superseding any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

I. Interpretation. This Agreement is to be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Each provision of this Agreement is to be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party is not applicable to this Agreement.

J. Headings. The table of contents, heading, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

K. Exhibits/Conflicts. Exhibits A through G attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit to this Agreement and the text of this Agreement, the latter will control.

L. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

M. Changes in Laws. Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law will be deemed to include any modifications of, or amendments to the Requirements of Law as may, from time to time, hereinafter occur.

N. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against the City or Developer.

O. Recording. The City will record this Agreement against the Development Property, at the sole cost and expense of Developer, with the Office of the Cook County Recorder of Deeds promptly following the full execution of this Agreement by the Parties.

P. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original document and together will constitute the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

CITY OF DES PLAINES,
an Illinois home rule municipal corporation

City Clerk

By: _____
Michael Bartholomew
Its: City Manager

ATTEST:

MAS LAND INVESTMENTS 2 LLC
an Illinois limited liability company

By: _____

By: _____

Its: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2023, by Michael Bartholomew, the City Manager of the **CITY OF DES PLAINES**, an Illinois municipal corporation, and by _____, the City Clerk of said municipal corporation.

Given under my hand and official seal this ___day of _____, 2023.

Notary Public

My Commission expires: _____

SEAL

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2023, by _____, the _____ of **MAS LAND INVESTMENTS 2 LLC**, an Illinois limited liability company, and by _____, the _____ of said corporation.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

My Commission expires: _____

SEAL

INDEX OF EXHIBITS

EXHIBIT A	PLAT OF SURVEY AND LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY
EXHIBIT B	PLAT OF ANNEXATION
EXHIBIT C	PRELIMINARY ENGINEERING PLAN
EXHIBIT D	PRELIMINARY LANDSCAPE PLAN
EXHIBIT E	PRELIMINARY PLAT OF PLANNED UNIT DEVELOPMENT
EXHIBIT F	TENTATIVE PLAT OF SUBDIVISION
EXHIBIT G	STORMWATER MANAGEMENT REPORT
EXHIBIT H	ARCHITECTURAL ELEVATION & FLOOR PLANS
EXHIBIT I	FORM OF LETTER OF CREDIT
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EXHIBIT A

PLAT OF SURVEY AND LEGAL DESCRIPTION FOR DEVELOPMENT PROPERTY

EXHIBIT B

PLAT OF ANNEXATION FOR DEVELOPMENT PROPERTY

EXHIBIT C

PRELIMINARY ENGINEERING PLAN

EXHIBIT D

PRELIMINARY LANDSCAPE PLAN

EXHIBIT E

PRELIMINARY PLAT OF PLANNED UNIT DEVELOPMENT

EXHIBIT F

TENTATIVE PLAT OF SUBDIVISION

EXHIBIT G

STORMWATER MANAGEMENT REPORT

EXHIBIT H

ARCHITECTURAL ELEVATION & FLOOR PLANS

EXHIBIT I

FORM OF LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT NO. _____ AMOUNT: _____

EXPIRATION DATE: _____ DATE OF ISSUE: _____

[Name of Bank]

[Address]

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

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on the _____ **UP TO AN AGGREGATE**
AMOUNT OF _____ United States Dollars (\$ _____)
for account of **MAS LAND INVESTMENTS 2 LLC** (the "**Customer**").

Drafts under this Letter of Credit shall bear upon their face the words:

Drawn under _____
Credit No. _____ Dated: _____

Drafts may be for all or any portion of the amount of this Letter of Credit, and shall be in the form attached hereto as **Exhibit 1** and shall be accompanied by one of the following documents executed by the City Manager or an individual designated as acting City Manager:

- (a) A written statement on the form attached hereto as **Exhibit 2** stating that, conditioned upon proper notice to the City Manager, Letter of Credit No. _____ will expire within 35 days or less and that the Customer has failed to deliver to the City Manager evidence of a renewal of Letter of Credit No. _____; or
- (b) A written statement on the form attached hereto as **Exhibit 3** stating that all or any part of the improvements required to be constructed pursuant to the Annexation and Development Agreement dated _____, 2023 by and between the City and Mas Land Investments 2 LLC (the "**Agreement**") have not been constructed in accordance with the Agreement; or
- (c) A written statement on the form attached hereto as **Exhibit 4** stating that all or any part of the costs, payments, permit fees or other fees required to be paid to the City pursuant to the Agreement have not been paid in accordance with the Agreement; or
- (d) A written statement on the form attached hereto as **Exhibit 5** stating that all or any portion of the maintenance, repair, or restoration required to be performed pursuant to the Agreement has not been performed in accordance with the Agreement; or

(e) A written statement on the form attached hereto as Exhibit "F" stating that all or any portion of the Customer's undertakings pursuant to the Agreement have not been performed in accordance with the Agreement.

WE HEREBY AGREE with the beneficiary that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to us if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date. Further, one or more drafts may be presented at our office on or before the Expiration Date.

2. If, within three banking days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the City in enforcing the terms hereof.

3. This Letter of Credit shall expire on _____, _____, as stated hereinabove; provided, however, that we shall send notice to the City Manager by certified mail, return receipt requested, or hand-delivered courier at least 35 days prior to said Expiration Date, that this Letter of Credit is about to expire.

4. In no event shall this Letter of Credit or the obligations contained herein expire except upon the prior written notice required herein, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required herein.

5. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the City Manager stating that such aggregate amount shall be reduced in an amount permitted by the City's subdivision regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the Annexation and Development Agreement dated _____, 2023 by and between the City and Mas Land Investments, LLC.

7. This Letter of Credit is irrevocable.

This Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "**Uniform Customs**"). This Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including, without limitation, Article 5 of the Uniform Commercial Code as in effect in the State of Illinois, and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

AS USED HEREIN, THE TERM "BANKING DAY" MEANS ANY DAY OTHER THAN A SATURDAY, SUNDAY, OR A DAY ON WHICH BANKS IN THE STATE OF ILLINOIS ARE AUTHORIZED OR REQUIRED TO BE CLOSED, AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.

[Signature of Bank Officer]

[Signature of Bank Officer]

[Officer's Title]

[Officer's Title]

EXHIBIT 1 TO FORM OF IRREVOCABLE LETTER OF CREDIT

FORM OF DRAFT

[To Be Supplied by Issuing Bank]

EXHIBIT 2 TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. _____ dated _____ in the amount of \$_____ will expire within 35 days or less and that Mas Land Investments 2 LLC has failed to deliver to the City Manager evidence of a renewal of Letter of Credit No. _____.

Very truly yours,

City Manager, City of Des Plaines

EXHIBIT 3 TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:

Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the improvements required to be constructed pursuant to to the Annexation and Development Agreement dated _____, 2023 by and between the City and Mas Land Investments 2 LLC have not been constructed in accordance with said Agreement.

Very truly yours,

City Manager, City of Des Plaines

EXHIBIT 4 TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:

Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees or other fees required to be paid pursuant to the Annexation and Development Agreement dated _____, 2023 by and between the City and Mas Land Investments, LLC have not been paid in accordance with said Agreement.

Very truly yours,

City Manager, City of Des Plaines

EXHIBIT 5 TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:

Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the maintenance, repair or restoration required to be performed pursuant to the Annexation and Development Agreement dated _____, 2023 by and between the City and Mas Land Investments 2 LLC, have not been performed in accordance with said Agreement.

Very truly yours,

City Manager, City of Des Plaines

EXHIBIT 6 TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the undertakings of the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Annexation and Development Agreement dated _____, 2023 by and between the City and Mas Land Investments 2 LLC., have not been performed in accordance with said Agreement.

Very truly yours,

City Manager, City of Des Plaines

EXHIBIT J

FORM OF TRANSFEE ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 201____, between the CITY OF DES PLAINES, an Illinois home rule municipal corporation (“City”), _____, an MAS LAND INVESTMENTS 2 LLC. (“Developer”), and _____ (“Transferee”).

WITNESSETH:

WHEREAS, pursuant to that certain real estate sale contract dated _____, 20____, the Transferee agreed to purchase from Developer certain real property situated in Cook County, Illinois and legally described in **Exhibit 1** attached to and, by this reference, made a part of this Agreement (“**Property**”); and

WHEREAS, following the conveyance of the Property by Developer, the Transferee will be the legal owner of the Property; and

WHEREAS, as a condition to the conveyance of the Property by Developer, the City and Developer require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Annexation and Development Agreement, dated as of _____, 2023, and recorded in the office of the Cook County Clerk on _____, _____, as Document No. _____, by and between the City and Developer (“**Development Agreement**”);

NOW, THEREFORE, in consideration of the agreement of Developer to convey the Property to the Transferee, and of the City to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the City, Developer, and the Transferee as follows:

1. **Recitals.** The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations.** The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments thereto, regardless of whether such terms, requirements, and obligations are to be performed and provided by, or are imposed upon, Developer of the Development Property.

3. **Payment of City Fees and Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Development Agreement or by applicable City codes, ordinances, resolutions, rules, or regulations, the Transferee must pay to the City, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred in connection with the negotiation, preparation, consideration, and review of this Agreement.

4. **Acknowledgment and Release of Developer.** The City hereby acknowledges its agreement to the Transferee’s assumption of the obligation to comply with the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments thereto, and the City hereby releases Developer from any personal liability for failure to comply with the terms, requirements, and obligations of the Development Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

CITY OF DES PLAINES
an Illinois home rule municipal corporation

City Clerk

By: _____
Its: City Manager

ATTEST:

MAS LAND INVESTMENTS 2 LLC, an Illinois limited liability company

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

[TRANSFEREE]

By: _____
Its: _____

By: _____
Its: _____



OFFICE OF GENERAL COUNSEL

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

MEMORANDUM

Date: September 6, 2023
To: Mayor Goczkowski and City Council
Michael G. Bartholomew, City Manager
From: Peter Friedman, General Counsel *PF*
Subject: Release of Closed Session Minutes

Issue: The Illinois Open Meetings Act requires the City Council to periodically review and make determinations with regard to closed session minutes. The Council determines whether (1) the need for confidentiality still exists as to all or part of the minutes or (2) that the minutes or portions thereof no longer require confidential treatment and can be made available for public inspection. 5 ILCS 120/2.06(c).

Analysis: At its closed meeting held on September 5, 2023, the Council reviewed closed session minutes that have not previously been made available for public inspection. Based on that review, Resolution R-168-23 authorizes the release of the following minutes, or portions thereof that the Council has determined no longer require confidential treatment:

- February 7, 1994
- February 28, 1995
- August 4, 1997
- September 15, 1997
- June 1, 1998
- August 2, 1999
- October 18, 1999 - except for Acquisition of Real Property
- July 1, 2019 - except for Personnel/Collective Bargaining and Purchase of Property
- July 6, 2021 - except for Probable/Imminent Litigation

Recommendation: We recommend adoption of Resolution R-168-23.

Attachments:

Resolution R-168-23

Exhibit A – List of Closed Meetings Minutes for which a need for confidentiality no longer exists

CITY OF DES PLAINES

RESOLUTION R - 168 - 23

A RESOLUTION RELEASING CERTAIN MINUTES OF CERTAIN CLOSED MEETINGS OF THE CITY COUNCIL.

WHEREAS, the City of Des Plaines (“*City*”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, pursuant to the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* (“*Act*”), the City has approved written minutes of all meetings of the City Council that were closed to the public pursuant to the Act (“*Closed Meetings*”); and

WHEREAS, pursuant to Section 2.06(d) of the Act, the City Council has conducted a review of the written minutes of Closed Meetings; and

WHEREAS, the City Council has determined that: (i) a need for confidentiality no longer exists as to the written minutes of the Closed Meetings, or parts thereof, described in **Exhibit A** attached to and, by this reference, made a part of this Resolution (“*Released Minutes*”); and (ii) a need for confidentiality still exists as to the written minutes of all Closed Meetings, or parts thereof, other than the Released Minutes; and

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

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

SECTION 2: DETERMINATION OF CONFIDENTIALITY OF CLOSED MEETING MINUTES. The City Council has determined that a need for confidentiality still exists as to the written minutes of all Closed Meetings, or parts thereof, other than the Released Minutes and minutes of Closed Meetings previously made available for public inspection by the City Council.

SECTION 3: PUBLIC INSPECTION OF WRITTEN MINUTES OF CLOSED MEETINGS. The City Council authorizes public inspection under applicable law of the Released Minutes.

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

EXHIBIT A

CLOSED MEETING MINUTES **FOR WHICH A NEED FOR CONFIDENTIALITY NO LONGER EXISTS**

- February 7, 1994
- February 28, 1995
- August 4, 1997
- September 15, 1997
- June 1, 1998
- August 2, 1999
- October 18, 1999 - except for Acquisition of Real Property
- July 1, 2019 - except for Personnel/Collective Bargaining and Purchase of Property
- July 6, 2021 - except for Probable/Imminent Litigation

**FIRE DEPARTMENT**

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

MEMORANDUM

Date: August 29, 2023

To: Michael G. Bartholomew, City Manager

From: Daniel Anderson, Fire Chief *DA*
 Sam Foster, Deputy Chief *SF*

Subject: Purchase of Fire Department Vehicle

Issue: Three (3) fire fleet vehicles are scheduled to be replaced this year in conjunction with the approved 2023 City Budget and Capital Equipment Replacement Fund Program. The vehicles include one Ford Expedition and two Ford Explorer Police Interceptor SUVs.

Analysis: The Fire Department is scheduled to replace the 2008 Ford Expedition and the order window is open with Ford accepting orders for the 2024 Ford Expedition. The new unit will function as the primary Battalion Chief vehicle and the 2008 Expedition will be decommissioned. Staff received quotes from Sutton Ford which holds a State of Illinois purchase contract and SourceWell which holds a national cooperative contract. The Suburban Purchasing Cooperative does not have any current contracts for this vehicle.

Sutton Ford submitted the lowest cost, with a unit price of \$56,600.00. Vehicle registration and/or license plate transfer fees are an additional estimated cost of \$375.00.

The order window for the two Ford Explorer Police Interceptor Units is not yet open. Therefore, a future request to purchase the two other units will come at a later date.

Recommendation: We recommend the City Council approve Resolution R-169-23 for the purchase of one Ford Expedition XL from Sutton Ford Inc. of Matteson, Illinois, at a cost not to exceed \$56,975.00. The purchase of these vehicles is included in the 2023 Fire Department Equipment Replacement Fund, account 410-70-000-0000.8020.

Attachments:

Attachment 1 – Sutton Ford Quote
 Attachment 2 – SourceWell Quote
 Resolution R-169-23

Prepared for:

Des Plaines

Prepared by: Alexis Baker

08/03/2023



Sutton Ford Inc. | 21315 Central Avenue Matteson Illinois | 604432893

2024 Expedition 4dr 4x4 XL (U1G)

As Configured Vehicle

Code	Description
------	-------------

Base Vehicle

U1G Base Vehicle Price (U1G)

Powertrain

998 Engine: 3.5L EcoBoost V6

44U Transmission: 10-Speed Automatic w/SelectShift

X15 3.31 Axle Ratio

STDGV GVWR: 7,450 lbs

Wheels & Tires

STDTR Tires: P275/65R18 AT

STDWL Wheels: 18" Machined-Face Aluminum
Includes magnetic-painted pockets.

Seats & Seat Trim

L Cloth Front Captain's Chairs
5-passenger seating. Includes 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints.

Other Options

PAINT Monotone Paint Application

122WB 122" Wheelbase

STDRD Radio: FM Stereo w/MP3 Capability
Includes speed-compensated volume and 6 speakers, connected navigation with 1-year trial, pinch-to-zoom capability, live traffic, predictive destinations and route guidance and one box search.

Includes:
- SiriusXM w/360L

153 Front License Plate Bracket

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Des Plaines

Prepared by: Alexis Baker

08/03/2023



Sutton Ford Inc. | 21315 Central Avenue Matteson Illinois | 604432893

2024 Expedition 4dr 4x4 XL (U1G)

As Configured Vehicle (cont'd)

Code	Description
	<p><i>Includes super categories/live sports categories, 'For You' recommendations, SiriusXM lister profiles and three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Inc.</i></p> <p>- SYNC 4 w/Enhanced Voice Recognition</p> <p><i>Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.</i></p>

Emissions

425 50 States Emissions System

Exterior Color

PQ_01 Race Red

Fleet Options

100A Equipment Group 100A Standard Package (Fleet)

- Includes:*
- Engine: 3.5L EcoBoost V6
 - Transmission: 10-Speed Automatic w/SelectShift
 - 3.31 Axle Ratio
 - GVWR: 7,450 lbs
 - Tires: P275/65R18 AT
 - Wheels: 18" Machined-Face Aluminum
 - Includes magnetic-painted pockets.*
 - Cloth Front Captain's Chairs
 - 5-passenger seating. Includes 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints.*
 - Radio: FM Stereo w/MP3 Capability
 - Includes speed-compensated volume and 6 speakers, connected navigation with 1-year trial, pinch-to-zoom capability, live traffic, predictive destinations and route guidance and one box search.*
 - SiriusXM w/360L

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Des Plaines

Prepared by: Alexis Baker

08/03/2023



Sutton Ford Inc. | 21315 Central Avenue Matteson Illinois | 604432893

2024 Expedition 4dr 4x4 XL (U1G)

As Configured Vehicle (cont'd)

Code	Description
	<p><i>Includes super categories/live sports categories, 'For You' recommendations, SiriusXM lister profiles and three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Inc.</i></p> <p><i>- SYNC 4 w/Enhanced Voice Recognition</i></p> <p><i>Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.</i></p>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Des Plaines

Prepared by: Alexis Baker

08/03/2023



Sutton Ford Inc. | 21315 Central Avenue Matteson Illinois | 604432893

2024 Expedition 4dr 4x4 XL (U1G)

Pricing Summary - Single Vehicle

Vehicle Pricing

Base Vehicle Price	\$58,800.00
GPC	-\$2,200.00

Total \$56,600.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/6/2023

Quote ID: **34531**

Order Cut Off Date: **TBA**

Ralph Magak
City of Des Plaines
Fleet Maintenance

1111 Joseph J Schwab Road, Des Plaines, IL, USA

Des Plaines, Illinois, 60016

Dear Ralph Magak,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Ford Expedition Max (K1G) XL 4x4,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$64,300.00	\$62,282.18	3.138 %	\$2,017.82
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$62,282.18		

- per the attached specifications. Price includes 1 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
998	Engine: 3.5L EcoBoost V6, (STD)
TRANSMISSION	
Code	Description
44U	Transmission: 10-Speed Automatic w/SelectShift, (STD)
PRIMARY PAINT	
Code	Description
PQ	Race Red
SEAT TYPE	
Code	Description
LH	Black Onyx, Cloth Front Captain's Chairs, -inc: 5-passenger seating, 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints
AXLE RATIO	
Code	Description
X15	3.31 Axle Ratio, (STD)
OPTION PACKAGE	
Code	Description
100A	Equipment Group 100A Standard Package

2024 Fleet/Non-Retail Ford Expedition Max XL 4x4

WINDOW STICKER

2024 Ford Expedition Max XL 4x4		
CODE	MODEL	MSRP
K1G	2024 Ford Expedition Max XL 4x4	\$62,405.00
OPTIONS		
998	Engine: 3.5L EcoBoost V6, (STD)	\$0.00
44U	Transmission: 10-Speed Automatic w/SelectShift, (STD)	\$0.00
PQ	Race Red	\$0.00
LH	Black Onyx, Cloth Front Captain's Chairs, -inc: 5-passenger seating, 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints	\$0.00
X15	3.31 Axle Ratio, (STD)	\$0.00
100A	Equipment Group 100A Standard Package	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$62,405.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,895.00
TOTAL PRICE		\$64,300.00
Est City: N/A MPG Est Highway: N/A MPG Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 3.5L EcoBoost V6 (STD)
Transmission: 10-Speed Automatic w/SelectShift (STD)
3.31 Axle Ratio (STD)

ADDITIONAL EQUIPMENT

50 States Emissions System
Transmission w/Driver Selectable Mode and Oil Cooler
Electronic Transfer Case
Part And Full-Time Four-Wheel Drive
72-Amp/Hr 675CCA Maintenance-Free Battery w/Run Down Protection
150 Amp Alternator
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
1881# Maximum Payload
GVWR: 7,550 lbs
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
28.3 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake
Wheels: 18" Machined-Face Aluminum -inc: magnetic-painted pockets
Tires: P275/65R18 AT
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Body-Colored Front Bumper w/Gray Rub Strip/Fascia Accent
Body-Colored Rear Step Bumper w/Gray Rub Strip/Fascia Accent
Black Bodyside Cladding
Stainless Steel Side Windows Trim and Black Front Windshield Trim
Body-Colored Door Handles
Black Power Heated Side Mirrors w/Manual Folding

Flip-Up Rear Window w/Fixed Interval Wiper and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Running Boards
Black Grille w/Chrome Surround
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Roof Rack Rails Only
Auto On/Off Aero-Composite Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Perimeter/Approach Lights
Headlights-Automatic Highbeams
Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls and Radio Data System
Radio: FM Stereo w/MP3 Capability -inc: speed-compensated volume and 6 speakers, connected navigation w/1-year trial, pinch-to-zoom capability, live traffic, predictive destinations and route guidance and one box search
Streaming Audio
Window Grid Antenna
SiriusXM w/360L -inc: super categories/live sports categories, 'For You' recommendations, SiriusXM lister profiles and three (3)-month prepaid subscription, Service is not available in Alaska and Hawaii, Trial length and service availability may vary by model, model year or trim, SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM customer agreement for complete terms at www.siriusxm.com , All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Inc
SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition
2 LCD Monitors In The Front
Siriusxm Traffic Real-Time Traffic Display
Driver Seat
Passenger Seat
40-20-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Cloth Rear Seat w/Manual Fore/Aft
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows
Leather Steering Wheel
Front Cupholder
Rear Cupholder
Compass
Proximity Key For Push Button Start Only
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Remote Releases -Inc: Keyfob Rear Window
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
Rear HVAC w/Separate Controls
HVAC -inc: Underseat Ducts, Auxiliary Rear Heater and Headliner/Pillar Ducts
Illuminated Locking Glove Box
Interior Trim -inc: Metal-Look Console Insert and Metal-Look Interior Accents
Full Cloth Headliner
Vinyl Door Trim Insert
Metal-Look Gear Shifter Material
Cloth Front Captain's Chairs -inc: 5-passenger seating, 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 4 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Carpet Floor Trim
Cargo Area Concealed Storage
Cargo Space Lights
Smart Device Remote Engine Start
SYNC 4 Connected Navigation Integrated Navigation System w/Voice Activation
Tracker System
Dashboard Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge

Digital/Analog Appearance
Seats w/Cloth Back Material
Foldable Rear Head Restraints
Front Center Armrest
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
4 12V DC Power Outlets
Air Filtration
Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors
BLIS (Blind Spot Information System) Blind Spot
Pre-Collision Assist with Automatic Emergency Braking (AEB) and Cross-Traffic Alert
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st, 2nd And 3rd Row Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer

CITY OF DES PLAINES

RESOLUTION R - 169 - 23

A RESOLUTION AUTHORIZING THE PURCHASE OF A FORD EXPEDITION FROM SUTTON FORD.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Des Plaines Fire Department has identified the need to replace a Fire Department vehicle with a new 2024 Ford Expedition XL ("**Vehicle**"); and

WHEREAS, the City is a member of the Illinois Central Management Services joint purchasing program ("**CMS**"), which typically ensures local government participants the best available price, quality of product, and terms of delivery; and

WHEREAS, CMS sought bids for the award of CMS Contract #22-416CMS-BOSS4-B-27256 with amendment P-4149 for the purchase of the Vehicles; and

WHEREAS, CMS identified Sutton Ford of Matteson, IL. ("**Vendor**") as the lowest responsible bidder for CMS Contract #22-416CMS-BOSS4-B-27256 with amendment P-4149; and

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

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the purchase the Vehicle from the Vendor in the not-to-exceed amount of \$56,975 in accordance with the CMS Contract #22-416CMS-BOSS4-B-27256 with amendment P-4149;

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

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

SECTION 2: APPROVAL OF PURCHASE. The City Council hereby approves the purchase by the City of the Vehicle from the Vendor in a total-not-to-exceed amount of \$56,975.

SECTION 3: AUTHORIZATION OF PURCHASE. The City Manager is hereby authorized and directed to execute such documents approved by the General Counsel and to make such payments, on behalf of the City, as are necessary to complete the purchase of the Vehicle from the Vendor in a total-not-to-exceed amount of \$56,975, all in accordance with CMS Contract #22-416CMS-BOSS4-B-27256 with amendment P-4149.

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



PUBLIC WORKS AND
ENGINEERING DEPARTMENT
1111 Joseph J. Schwab Road
Des Plaines, IL 60016
P: 847-391-5464
desplaines.org

MEMORANDUM

Date: September 6, 2023
 To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
 From: Robert Greenfield, Superintendent of Utility Services *RG*
 Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
 Timothy Watkins, Assistant Director of Public Works and Engineering
 Subject: Elmhurst Road Emergency Water Main Replacement, Change Order No. 1

Issue: The existing 12” water main on Elmhurst Road, between Millers Road and Dulles Road, is currently out of service and needs to be replaced.

Analysis: The water main in this location has had multiple breaks and is currently out of service. Public Works crews have made several repairs to the main within this year and the water main is still leaking. We estimate that the water main was installed in the 1960’s and has reached the end of its useful life.

We contacted both John Neri Construction and Swallow Construction, who are currently under contract with the City, and requested proposals to perform this work. John Neri Construction provided the lowest proposal for this work in the amount of \$424,677.00.

Recommendation: We recommend in the best interest of the City, that the Council City waive bidding procedures and approve Change Order No. 1 to the 2023 Lead Service Line Replacement contract with John Neri Construction Co., Inc., 770 Factory Road, Addison, IL 60101, in the amount of \$424,677.00. Source of funding will be the Water Fund, Contingency.

Attachments:

- Attachment 1 - Proposals
- Resolution R-170-23
- Exhibit A – Change Order No. 1



JOHN NERI CONSTRUCTION CO., INC.

Sewer & Water Contractors

770 Factory Road *Addison, IL 60101

Tel: 630 629-8384* Fax: 630 629-7001

www.johnnericonstruction.com

August 25, 2023

Mr. Tim Watkins
City of Des Plaines
1111 Joseph J. Schwab Rd.
Des Plaines, IL 60016

Re: Elmhurst Rd. Water Main Installation via HDD.

Dear Mr. Watkins,

We, the John Neri Construction Co., Inc. propose to furnish and install the following items for the above referenced project showing quantities and total due.

ELMHURST RD. WATER MAIN REPLACEMENT

TRENCH BACKFILL	250	CU YD	\$	60.00	\$	15,000.00
WATER MAIN, 12" PVC C900, OPEN CUT	24	L.F.	\$	275.00	\$	6,600.00
WATER MAIN, 12" PVC C900, DIRECTIONAL DRILL	1224	L.F.	\$	268.00	\$	328,032.00
WATER MAIN FITTINGS, RESTRAINED JOINT	950	LB.	\$	0.10	\$	95.00
FIRE HYDRANT REMOVAL	1	EA.	\$	1,500.00	\$	1,500.00
FIRE HYDRANT AND AUXILIARY VALVE	2	EA.	\$	14,500.00	\$	29,000.00
STORM SEWER, 8" WMQP	20	L.F.	\$	75.00	\$	1,500.00
SIDEWALK REMOVAL	800	SQ. FT.	\$	4.00	\$	3,200.00
PORTLAND CEMENT CONCRETE SIDEWALK	800	SQ. FT.	\$	15.00	\$	12,000.00
DETECTABLE WARNINGS	20	SQ. FT.	\$	75.00	\$	1,500.00
REINFORCEMENT BARS, EPOXY COATED	150	FOOT	\$	5.00	\$	750.00
TOPSOIL, SEEDING & BLANKET	400	SQ. YD.	\$	10.00	\$	4,000.00
TRAFFIC CONTROL & PROTECTION	1	L.S.	\$	21,500.00	\$	21,500.00
Total Amount due for all work.					\$	424,677.00

Sincerely,

Nicholas Neri, President
John Neri Construction Co., Inc.

Accepted By: _____

Date: _____



July 7, 2023

Re: DesPlaines - 2023 Water Main – AUP #2

Mr. Becka,

Swallow Construction Corp submits the following proposed agreed unit price for the above referenced project.

AUP #	Description	Units	Quantity	Unit Price	Total Price
2305-002	12" C900 Directional Drilled	LF	1224	\$325.00	\$397,800.00
2305-002	8" Storm WMQ	LF	20	\$75.00	\$1,500.00
2305-002	Traffic Control	LS	1	\$7,500.00	\$7,500.00
2305-002	Fire Hydrant	EA	2	\$15,000.00	\$30,000.00
	Note				
	Pole Bracing if necessary is excluded				
					\$436,800.00

We trust this price meets with your approval. If you have any questions or require additional information, please contact me at our office.

Sincerely,

Bob Gatto,
 Vice President
 Swallow Construction
bob@swallowconstruction.net

These are additional items not included in 2023 Contract A unit prices.

CITY OF DES PLAINES

RESOLUTION R - 170 - 23

**A RESOLUTION APPROVING CHANGE ORDER NO. 1
WITH JOHN NERI CONSTRUCTION, INC. FOR
EMERGENCY WATER MAIN REPLACEMENT ON
ELMHURST ROAD.**

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

WHEREAS, on April 3, 2023, the City Council approved Resolution R-72-23, authorizing the City to enter into a contract ("**Contract**") with John Neri Construction, Inc. ("**Contractor**") for the Lead Service Line Replacement Project ("**Work**"); and

WHEREAS, Resolution R-72-23 authorized the expenditure of an amount not to exceed \$500,000 for the performance of the Work; and

WHEREAS, the existing 12" water main on Elmhurst Road, between Millers Road and Dulles Road is currently out of service and needs to be replaced ("**Additional Services**"); and

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

WHEREAS, Contractor submitted a proposal in the not-to-exceed amount of \$424,677 to perform the Additional Services; and

WHEREAS, the City and the Contractor desire to enter into Change Order No. 1 to the Contract ("**Change Order No. 1**") for the performance of the Additional Services in the not-to-exceed amount of \$424,677; and

WHEREAS, the City has sufficient funds in the Water Fund, Contingency to procure the Additional Services from the Contractor in the not-to-exceed amount of \$424,677; and

WHEREAS, the City Council has determined that it is in the best interest of the City and the public to waive the competitive bidding requirements set forth in the City Code and authorize the Contractor to perform the Additional Services under the Contract pursuant to Change Order No. 1;

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 Additional Services is hereby waived.

SECTION 3: APPROVAL OF CHANGE ORDER NO. 1. The City Council hereby approves Change Order No. 1 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 CHANGE ORDER NO. 1. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, Change Order No. 1.

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 Approving Change Order No 1 with John Neri Const Emergency Water Main Replacement Elmhurst Rd

CITY OF DES PLAINES

CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: Lead Service Line Replacement Project

CHANGE ORDER NO. 1

LOCATION: Elmhurst Rd, Millers to Dulles

CONTRACT NO.

CONTRACTOR: John Neri Construction Co, Inc.

DATE: 8/28/2023

I. A. DESCRIPTION OF CHANGES INVOLVED:

The water main in this location has had multiple breaks and is currently out of service. Public Works crews have made several repairs to the main within this year and the water main is still leaking. We estimate that the water main was installed in the 1960's and has reached the end of its useful life.

B. REASON FOR CHANGE:

Elmhurst Road water main replacement.

C. REVISION IN CONTRACT COST:

Additional \$424,677.00

II. CHANGE ORDER CONDITIONS:

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

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	<u>\$500,000.00</u>
2.	Net (addition) (reduction) due to all previous Change Orders Nos. ____ to ____	<u>\$0</u>
3.	Contract Price, not including this Change Order	<u>\$500,000.00</u>
4.	(Addition) (Reduction) to Contract Price due to this Change Order	<u>\$424,677.00</u>
5.	Contract Price including this Change Order	<u>\$924,677.00</u>

IV. FINDINGS:

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

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

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

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

RECOMMENDED FOR ACCEPTANCE:

PROJECT MANAGER: Robert Greenfield

By: _____ (08/28/23)

Signature of Authorized
Representative

Date

ACCEPTED:

CONTRACTOR: John Neri Construction, Co.

By: _____ ()

Signature of Authorized
Representative

Date

CITY OF DES PLAINES:

By: _____ ()

Signature of Authorized
Representative

Date

#24602136_v1



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: August 23, 2023
 To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
 From: Timothy P. Oakley, P.E., CFM, Director of Public Works & Engineering *TPO*
 Subject: Central Road Resurfacing from Westgate Road to Wolf Road –
 Village of Mount Prospect Project Agreement

Issue: The Village of Mount Prospect has prepared the attached intergovernmental agreement in connection with their proposed roadway resurfacing improvement of Central Road from Westgate Road to Wolf Road.

Analysis: Central Road, from Rand Road to Wolf Road, is under the jurisdiction of the Village of Mount Prospect. Accordingly, they maintain that portion of the Central Road right of way with the exception of the sidewalk and street approaches along the south side of the road, which is City of Des Plaines maintenance responsibility.

The Village of Mount Prospect secured Surface Transportation Program (STP) grant funding for project construction and construction engineering in the amount of \$564,465.00. The general scope of work consists of resurfacing Central Road from approximately 60’ west of the centerline of Westgate Road to approximately 165’ west of the centerline of Wolf Road. The project will include spot sidewalk, driveway and curb and gutter removal and replacement within the project limits. There will be ADA ramp improvements at all pedestrian crossings.

The Village will serve as lead agent for the project and will have oversight for the plan development phase, the bid process and procedures, and the construction phase as stated in the agreement. The City will have input on each step of the project.

After applying grant funds, the City’s share for construction and construction engineering costs associated with the project is estimated to be \$27,850.87 as displayed in Exhibit B of the agreement.

Recommendation: We recommend approval of the Agreement with the Village of Mount Prospect for the Central Road Resurfacing Project in the estimated amount of \$27,850.87. Source of funding would be the Capital Projects Fund.

Attachments:
 Resolution R-171-23
 Exhibit A – Intergovernmental Agreement

CITY OF DES PLAINES

RESOLUTION R - 171 - 23

A RESOLUTION APPROVING AN AGREEMENT WITH THE VILLAGE OF MOUNT PROSPECT FOR IMPROVEMENTS ON CENTRAL ROAD FROM WESTGATE ROAD TO WOLF ROAD.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the City of Des Plaines ("**City**") is an Illinois home-rule municipal corporation pursuant to Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, the Village of Mount Prospect ("**Village**") plans to make certain improvements to Central Road from Westgate Road to Wolf Road, including resurfacing, and sidewalk, driveway, curb and gutter removal and replacement ("**Project**"); and

WHEREAS, the Village currently maintains Central Road as well as the sidewalk and local streets on the north side of Central Road within the Project limits while the City maintains the sidewalk and local streets on the south side; and

WHEREAS, in order to complete the Project, the Village applied for and obtained Surface Transportation Board grant funding ("**STP Funding**"); and

WHEREAS, the Village has requested that the City enter into an agreement in order to set forth the parties' respective responsibilities and obligations regarding the Project ("**Agreement**"); and

WHEREAS, pursuant to the Agreement, the City will pay the Village for engineering and construction costs relating to the Project in the estimated amount of \$27,850.87 ("**City Share**"); and

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

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: EXECUTION OF AGREEMENT. The Mayor and City Clerk are hereby authorized and directed 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

Approved as to form:

Peter M. Friedman, General Counsel

ATTEST:

CITY CLERK

INTERGOVERNMENTAL AGREEMENT

VILLAGE OF MOUNT PROSPECT
CITY OF DES PLAINES

CENTRAL ROAD
Westgate Road to Wolf Road

This Intergovernmental Agreement (the “Agreement”) is made and entered into by and between the Village of Mount Prospect (“Mount Prospect”), a municipal corporation of the State of Illinois, and the City of Des Plaines (“Des Plaines”), a municipal corporation of the State of Illinois. Mount Prospect and Des Plaines are sometimes collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act, (5 ILCS 220/1 *et seq.*), authorize and encourage intergovernmental cooperation; and

WHEREAS, Mount Prospect and Des Plaines are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, in order to ensure the safety of pedestrians and the motoring public, Mount Prospect and Des Plaines wish to resurface the roadway and make sidewalk improvements along Central Road between Westgate Road and Wolf Road (location map incorporated and attached hereto as Exhibit A); and

WHEREAS, the improvement is described as roadway resurfacing, sidewalks, Americans with Disabilities Act (“ADA”) compliant sidewalk ramps and crosswalk pavement markings (hereinafter called “Project”); and

WHEREAS, Mount Prospect and Des Plaines, by this instrument, desire to memorialize their respective obligations and responsibilities toward plan development, engineering, construction and funding, as well as future maintenance responsibilities of the completed Project; and

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

SECTION 1. **INCORPORATION OF RECITALS**

The above recitals are incorporated into this Agreement as if fully set forth herein.

SECTION 2. **TERM AND TERMINATION**

This Agreement between Mount Prospect and Des Plaines shall not become effective unless authorized and executed by authorized representatives of both municipalities. This Agreement is a legal, valid and binding agreement, enforceable against both Mount Prospect and Des Plaines in accordance with its terms. This Agreement shall terminate upon completion of the Project.

SECTION 3. **PROJECT FUNDS**

- 3.1 Federal Funding of the Project. Funding from the Surface Transportation Program (STP) will contribute \$564,465.00 for construction and construction engineering.
- 3.2 Mount Prospect Share of the Project. Mount Prospect's share of the expenses for the construction and construction engineering costs associated with resurfacing of Central Road as well as replacement of sidewalk and resurfacing of local streets on the north side of Central Road is estimated at \$410,798.05.
- 3.3 Des Plaines Share of the Project. Des Plaines' share of the expenses for the construction and construction engineering costs associated with replacement of sidewalk and resurfacing of local streets on the south side of Central Road is estimated at \$27,850.87.
- 3.4 Cost Estimates. The Mount Prospect share and the Des Plaines share are more fully described in the Funding Breakdown for the Project which is incorporated and attached hereto as Exhibit B. The funding Breakdown is only an estimate and does not limit the financial obligations of the parties as described in §§ 3.1 and 3.2, above.

SECTION 4. **PROJECT REVIEW AND APPROVAL**

The Project will require review and approval from the Illinois Department of Transportation (IDOT). Mount Prospect will act as the Lead Agent for the Project. Mount Prospect will oversee and complete Phase I Engineering (preliminary) and Phase II Engineering (design) in-house at no cost to Des Plaines.

SECTION 5. **ENGINEERING CONSULTANT AND CONTRACTOR**

- 5.1 An engineering consultant will need to be retained for Phase III Engineering (construction) and a contractor will be needed for construction.
- 5.2 The engineering consultant will provide construction inspection, complete all required documentation, coordinate with various stakeholders during construction, and ensure the contractor properly accomplishes the Project's plans and specifications.

- 5.3 The contractor shall manage the construction activities related to the Project and meet all the requirements set forth by IDOT, Mount Prospect, and/or Des Plaines and included in the engineering plans and specifications.

SECTION 6. MOUNT PROSPECT'S RESPONSIBILITIES

- 6.1 Mount Prospect as the Lead Agent. Mount Prospect shall act as the Lead Agent for the Project. As the Lead Agent, Mount Prospect will have oversight for the plan development phase of the Project, the bid process and procedures, and the construction phase.
- 6.2 Engineering Consultant. Mount Prospect will secure the engineering consultant who shall perform the services described in Section 5 above, with the input and concurrence of Des Plaines and IDOT. Mount Prospect shall have the sole expense for the costs of any Request for Proposals (RFP) required to secure the services of the engineering consultant for the Project.
- 6.3 Contractor. IDOT will secure the contractor who shall perform the services described in Section 5 above, with the input and concurrence of Mount Prospect and Des Plaines.
- 6.4 Design Engineering. Mount Prospect shall conduct design engineering and prepare the Project construction plans, specifications, estimates and contract documents, with the input and concurrence of Des Plaines, and obtain the necessary approvals, including from IDOT.
- 6.5 Payment of Engineering Consultant. Mount Prospect shall pay the engineering consultant directly.
- 6.6 Payment of Contractor. IDOT shall pay the contractor directly.
- 6.7 Construction. Mount Prospect shall manage construction engineering and ensure that the Project is built in accordance with approved engineering plans, specifications and construction contract.
- 6.8 As-Built Drawings. Mount Prospect shall furnish as-built drawings after completion of the Project.
- 6.9 Invoicing and Reimbursement. IDOT shall invoice Mount Prospect and seek reimbursement for the total local share of the expense for construction. Mount Prospect shall invoice IDOT and seek reimbursement for the federal share of the expense for construction engineering. Mount Prospect shall invoice Des Plaines one time after completion of the Project and agreed upon final prices, and seek reimbursement for its share of the expense for construction and construction engineering.
- 6.10 Public Notification of the Project. Mount Prospect and Des Plaines shall each coordinate and control public notification of the Project scope, timing and duration for its community through methods of communication such as village newsletters, websites, social media, etc.

SECTION 7. **DES PLAINES' RESPONSIBILITIES**

- 7.1 Engineering Consultant. Des Plaines shall provide input with the selection of the engineering consultant who will perform the duties described in Section 5, above.
- 7.2 Plan Development. Des Plaines shall provide input with all decisions pertaining to the development of Project plans.
- 7.3 Project Construction. Des Plaines shall provide input with all decisions pertaining to Project construction.
- 7.4 Bid Process. Des Plaines shall provide input with all decisions pertaining to bid process for the Project.
- 7.5 Final Inspection. Des Plaines shall participate in the Final Inspection of the Project once construction is completed.
- 7.6 Payments to Mount Prospect. Mount Prospect shall send Des Plaines an invoice for its share of the construction and construction engineering costs after completion of the Project and agreed upon final prices. Des Plaines shall pay Mount Prospect within 90 days after receipt of said invoice from Mount Prospect.

SECTION 8. **MAINTENANCE**

Mount Prospect currently maintains Central Road as well as the sidewalk and local streets on the north side of Central Road within the Project limits. Des Plaines currently maintains the sidewalk and local streets on the south side of Central Road within the Project limits. This arrangement shall continue after completion of the Project.

SECTION 9. **GENERAL PROVISIONS**

- 9.1 Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be brought in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions or proceedings.
- 9.2 Default. Mount Prospect shall be in default hereunder in the event of a material breach by Mount Prospect of any term or condition of this Agreement where Mount Prospect has failed to cure such breach within 30 days after written notice of breach is given to Mount Prospect by Des Plaines, setting forth the nature of such breach. Failure of Des Plaines to give written notice of breach to Mount Prospect shall not be deemed to be a waiver of Des Plaines' right to assert such breach at a later time. Upon default by Mount Prospect, Des Plaines shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon 30 days' notice to Mount Prospect.

Des Plaines shall be in default hereunder in the event of a material breach by Des Plaines of any term or condition of this Agreement where Des Plaines has failed to cure such breach within 30 days after written notice of breach is given to Des Plaines by Mount Prospect, setting forth the nature of such breach. Upon default by Des Plaines, Mount Prospect shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon 30 days' notice to Des Plaines.

- 9.3 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.
- 9.4 Binding Successors. Mount Prospect and Des Plaines agree that their respective successors and assigns shall be bound by the terms of this Agreement.
- 9.5 Force Majeure. Neither Mount Prospect nor Des Plaines shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond such Party's control and which event is not caused by such Party's fault or negligence. Such events shall include, but not be limited to, acts of God, acts of war, fires, lightning, floods, epidemics or riots.
- 9.6 Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier or first class mail.

TO THE VILLAGE OF MOUNT PROSPECT

Mr. Sean Dorsey
Director of Public Works
Village of Mount Prospect
1700 West Central Road
Mount Prospect, Illinois 60056

TO THE CITY OF DES PLAINES

Mr. Timothy Oakley
Director of Public Works & Engineering
City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016

- 9.7 Entire Agreement. This Agreement constitutes the entire agreement between Mount Prospect and Des Plaines, merges all discussion between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the last date of execution set forth below.

VILLAGE OF MOUNT PROSPECT

CITY OF DES PLAINES

By: _____
Mayor

By: _____
Mayor

Date: _____

Date: _____

Attest:

Village Clerk

Attest:

City Clerk

Seal

Seal

CENTRAL ROAD RESURFACING PROJECT
LOCATION MAP
EXHIBIT A



Exhibit B

Central Road Resurfacing Project Estimate of Cost

Construction

		<u>Mount Prospect</u>	<u>Des Plaines</u>
Total EOC	\$911,921.75	\$854,021.65	\$57,900.10
STP Grant	- \$513,150.00	- \$480,568.88	- \$32,581.12
Local Share	= \$398,771.75	= \$373,452.77	= \$25,318.98

Construction Engineering

		<u>Mount Prospect</u>	<u>Des Plaines</u>
Total EOC	\$91,192.17	\$85,402.17	\$5,790.00
STP Grant	- \$51,315.00	- \$48,056.89	- \$3,258.11
Local Share	= \$39,877.17	= \$37,345.28	= \$2,531.89

Construction & Construction Engineering

		<u>Mount Prospect</u>	<u>Des Plaines</u>
Total EOC	\$1,003,113.92	\$939,423.82	\$63,690.10
STP Grant	- \$564,465.00	- \$528,625.77	- \$35,839.23
Local Share	= \$438,648.92	= \$410,798.05	= \$27,850.87



Project I64C(918)
 Route FAU 1300
 Section 23-00178-00-RS
 County Cook

Exhibit B
Estimate of Cost

Location of Improvement: Central Road between Westgate Road and Wolf Road in the Village of Mount Prospect, Cook County,
 Illinois.

For a total distance of 2,555' Net improvement of 2,555'
 Type Resurfacing Width 62 Feet Thickness 8" PCC, 4" HMA
 Shoulders B-6.18 Average Haul _____ Maximum Grade N/A

Code Number	Item	Unit of Measure	Quantity	Unit Price	Total Cost	Mount Prospect	Des Plaines
20101000	TEMPORARY FENCE	FOOT	200	\$5.00	\$1,000.00	\$1,000.00	\$ -
20101200	TREE ROOT PRUNING	EACH	10	\$150.00	\$1,500.00	\$1,500.00	\$ -
20200100	EARTH EXCAVATION	CU YD	10	\$100.00	\$1,000.00	\$1,000.00	\$ -
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	0	\$8.00	\$0.25	\$0.15	\$ 0.10
20101400	NITROGEN FERTILIZER NUTRIENT	POUND	7	\$5.00	\$35.00	\$30.00	\$ 5.00
20101500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	7	\$5.00	\$35.00	\$30.00	\$ 5.00
20101600	POTASSIUM FERTILIZER NUTRIENT	POUND	7	\$5.00	\$35.00	\$30.00	\$ 5.00
25000110	SEEDING, CLASS 1A	ACRE	0	\$1,000.00	\$31.00	\$19.00	\$ 12.00
25200200	SUPPLEMENTAL WATERING	UNIT	2	\$50.00	\$100.00	\$50.00	\$ 50.00
28000510	INLET FILTERS	EACH	48	\$150.00	\$7,200.00	\$7,200.00	\$ -
35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	20	\$10.00	\$200.00	\$100.00	\$ 100.00
35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	10	\$15.00	\$150.00	\$150.00	\$ -
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	12,500	\$0.10	\$1,250.00	\$1,209.00	\$ 41.00
40600400	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	TON	20	\$150.00	\$3,000.00	\$2,850.00	\$ 150.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	179	\$15.00	\$2,685.00	\$1,725.00	\$ 960.00
40600990	TEMPORARY RAMP	SQ YD	54	\$20.00	\$1,080.00	\$420.00	\$ 660.00
40603085	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	2,384	\$95.00	\$226,480.00	\$219,070.00	\$ 7,410.00
40604062	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N70	TON	2,124	\$100.00	\$212,400.00	\$205,500.00	\$ 6,900.00
42001300	PROTECTIVE COAT	SQ YD	819	\$0.50	\$409.50	\$290.50	\$ 119.00
42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	111	\$90.00	\$9,990.00	\$9,990.00	\$ -
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	3,250	\$8.00	\$26,000.00	\$16,000.00	\$ 10,000.00
42400410	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	380	\$10.00	\$3,800.00	\$3,800.00	\$ -
42400800	DETECTABLE WARNINGS	SQ FT	200	\$35.00	\$7,000.00	\$3,500.00	\$ 3,500.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	18,500	\$5.00	\$92,500.00	\$89,500.00	\$ 3,000.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	334	\$10.00	\$3,340.00	\$3,340.00	\$ -
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1,095	\$10.00	\$10,950.00	\$7,390.00	\$ 3,560.00
44000600	SIDEWALK REMOVAL	SQ FT	3,250	\$3.00	\$9,750.00	\$6,000.00	\$ 3,750.00
44200934	CLASS B PATCHES, TYPE II, 8 INCH	SQ YD	179	\$100.00	\$17,900.00	\$17,900.00	\$ -
44200942	CLASS B PATCHES, TYPE III, 8 INCH	SQ YD	179	\$100.00	\$17,900.00	\$17,900.00	\$ -
44201297	DOWEL BARS 1"	EACH	800	\$12.00	\$9,600.00	\$9,600.00	\$ -
60200405	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 4 FRAME AND GRATE	EACH	1	\$4,000.00	\$4,000.00	\$4,000.00	\$ -
60235800	INLETS, TYPE A, TYPE 4 FRAME AND GRATE	EACH	5	\$3,000.00	\$15,000.00	\$15,000.00	\$ -
60404400	FRAMES AND GRATES, TYPE 4	EACH	2	\$500.00	\$1,000.00	\$1,000.00	\$ -
60406100	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	2	\$500.00	\$1,000.00	\$1,000.00	\$ -
60500050	REMOVING CATCH BASINS	EACH	1	\$250.00	\$250.00	\$250.00	\$ -
60500060	REMOVING INLETS	EACH	5	\$250.00	\$1,250.00	\$1,250.00	\$ -
60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	FOOT	1,095	\$30.00	\$32,850.00	\$22,170.00	\$ 10,680.00
67100100	MOBILIZATION	L SUM	1	\$25,000.00	\$25,000.00	\$25,000.00	\$ -
66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	10	\$75.00	\$750.00	\$750.00	\$ -
66900530	SOIL DISPOSAL ANALYSIS	EACH	1	\$1,500.00	\$1,500.00	\$1,500.00	\$ -
66901001	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	L SUM	1	\$500.00	\$500.00	\$500.00	\$ -
66901003	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM	1	\$500.00	\$500.00	\$500.00	\$ -
66901006	REGULATED SUBSTANCES MONITORING	CAL DA	2	\$500.00	\$1,000.00	\$1,000.00	\$ -
70102632	TRAFFIC CONTROL AND PROTECTION, STANDARD 701602	L SUM	1	\$50,000.00	\$50,000.00	\$50,000.00	\$ -
70102635	TRAFFIC CONTROL AND PROTECTION, STANDARD 701701	L SUM	1	\$1,000.00	\$1,000.00	\$1,000.00	\$ -
70102640	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1	\$1,000.00	\$1,000.00	\$1,000.00	\$ -
70300100	SHORT TERM PAVEMENT MARKING	FOOT	2,733	\$2.00	\$5,466.00	\$5,046.00	\$ 420.00
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	305	\$2.00	\$610.00	\$562.00	\$ 48.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	406	\$10.00	\$4,060.00	\$4,060.00	\$ -
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	5,200	\$1.50	\$7,800.00	\$7,800.00	\$ -
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	2,510	\$2.50	\$6,275.00	\$5,450.00	\$ 825.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	90	\$6.00	\$540.00	\$540.00	\$ -
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	130	\$10.00	\$1,300.00	\$600.00	\$ 700.00
88600600	DETECTOR LOOP REPLACEMENT	FOOT	200	\$30.00	\$6,000.00	\$6,000.00	\$ -
X0320050	CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1	\$10,000.00	\$10,000.00	\$5,000.00	\$ 5,000.00
X6026050	SANITARY MANHOLES TO BE ADJUSTED	EACH	4	\$750.00	\$3,000.00	\$3,000.00	\$ -

X6030310	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	22	\$750.00	\$16,500.00	\$16,500.00	\$ -
X7810301	RECESSED REFLECTIVE PAVEMENT MARKER (HMA)	EACH	210	\$50.00	\$10,500.00	\$10,500.00	\$ -
Z0004510	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	180	\$90.00	\$16,200.00	\$16,200.00	\$ -
Z0017400	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	33	\$400.00	\$13,200.00	\$13,200.00	\$ -
Z0017700	DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	5	\$750.00	\$3,750.00	\$3,750.00	\$ -
Z0030850	TEMPORARY INFORMATION SIGNING	SQ FT	52	\$25.00	\$1,300.00	\$1,300.00	\$ -
Z0076600	TRAINEES	HOUR	100	\$15.00	\$1,500.00	\$1,500.00	\$ -
TOTAL ESTIMATED COST OF WORK INCLUDING ALL LABOR, MATERIALS AND PROFITS.					\$911,921.75	\$854,021.65	\$57,900.10

Made by LJF Date 8/9/2023 Examined _____, _____ Regional Engineer
Checked by MPL Date 8/9/2023 _____



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: August 24, 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: Disposal of City Vehicles/Equipment - Obenauf Auction Service

Issue: The City has a surplus of vehicles and equipment due to the purchase of replacements and maintaining right-sizing of the City fleet. The vehicles/equipment have reached their useful life and are no longer of use to the City's departments.

Analysis: The Public Works and Engineering Vehicle Maintenance Division has evaluated the existing fleet and has compiled the attached list of 15 vehicles/equipment that are no longer of use to the City.

Utilization of the online auction allows us to manage our own web listings and retain the vehicles/equipment at the Public Works facility. These vehicles do not have to be delivered to a remote location which frees up staff time. Obenauf's three percent commission is competitive with similar auction vendors.

Recommendation: We request authorization from the City Council to dispose of the listed vehicles/equipment through Obenauf Auction Service, Inc., 810 Magna Drive, Round Lake, IL 60073.

Attachments:

Attachment 1 – Obenauf Auction Services Consignment Form
Ordinance M-15-23
Exhibit A - Auction List of Vehicles and Equipment

Form to Consign an Item
to the Obenauf Auction Service “OnLine” Auction Website
www.ObenaufAuctionsOnLine.com

To list your item on this site - email all information to: Auctionjim@comcast.net

NAME OR COMPANY:

ADDRESS:

PHONE NUMBER(S):

EMAIL ADDRESS:

CONTACT PERSON:

~ Complete Description ~

Description

Type in complete description (SAMPLE DESCRIPTIONS BELOW)

.01

2014 GMC Yukon Denali VIN: ----- (72,633 miles) black, 5.7L gas, auto trans, 4x4, leather heated seats front and rear, power windows, running boards, double door in back, Bose stereo with 6 disc CD changer, interior in good condition with minor wear, fold down back seats, exterior has minor scratches and some small dings, tires like new, just had recent tune up, no rust, low miles for age.

Start @ \$500 Reserve @ \$3,500

.02

Kenmore 24 cu. inch almond side-by-side refrigerator/freezer, in good working condition and very clean, with bottom drawers. Keeps items cold, great for second refrigerator. Exterior has no dents or scratches.

Start @ \$15 (SAMPLE)

.03

Craftsman roll-around bottom tool box with 3 large drawers and one flip open huge storage space 24” x 18” x 30” and “Vulcan” top tool box with 10 drawers and flip open top 24” x 16” x 18”. All drawers work although a few stick. Very light surface rust on sides. **Start @ \$5 (SAMPLE)**

Type in multiple items in this space.

~ Inspection and Pickup arrangements ~

CONTACT PERSON:

LOCATION:

HOURS:

PHONE NUMBER:

All funds will be collected by **Obenauf Auction Service, Inc.** and paid to the consignor via an OAS check within approximately 30 days of the completion of the auction. A **Sellers Fee of 3%** will be deducted from the settlement check (All information and pictures provided via email by the consignor).

If **OAS** has to come to your facility to compile the item(s) information and take pictures an additional rate of \$35 per man hour will be deducted from your settlement.

A **Sellers Fee of 15%** will be deducted from the settlement check if items are brought to OAS facility (**OAS** will come to your facility and pickup item(s) for a charge, take pictures and post your item(s) on our **OnLine Internet Auction** site at an additional rate of \$35 per hour).

I HEREBY COMMISSION **OBENAUF AUCTION SERVICE, INC.** TO SELL THE ITEMS LISTED. I CERTIFY THAT I AM THE OWNER OF THE LISTED MERCHANDISE AND HAVE GOOD TITLE FOR DELIVERY TO PURCHSER AND THAT ALL ITEMS ARE FREE FROM ANY AND ALL ENCUMBRANCES. I AGREE TO ACCEPT ALL RESPONSIBILITY FOR PROVIDING ACCURATE DESCRIPTION OF MERCHANDISE SOLD **(IF ANY MERCHANDISE DESCRIPTION IS MIS-REPRESENTATED BY THE SELLER, YOU WILL BE REQUIRED TO TAKE YOUR ITEM BACK OR NEGOTIATE PRICE).** I AGREE TO HOLD HARMLESS **OBENAUF AUCTION SERVICE, INC.** AGAINST ANY CLAIMS ARISING BECAUSE OF ANY BREACH OF THE ABOVE CONDITIONS.

Seller _____ **Date:** _____

Typed name & date by e-mail transmission will constitute your signature.

Obenauf Auction Service, Inc.

810 Magna Drive

Round Lake, IL 60073

847-546-2095 office 847-546-2097 fax

CITY OF DES PLAINES

ORDINANCE M - 15 - 23

AN ORDINANCE AUTHORIZING THE DISPOSITION OF SURPLUS PERSONAL PROPERTY OWNED BY THE CITY OF DES PLAINES.

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 City is the owner of certain surplus vehicles and equipment (collectively, "*Surplus Personal Property*") described in detail in **Exhibit A**, attached to and, by this reference, made a part of this Ordinance; and

WHEREAS, the City Council has determined that the Surplus Personal Property is no longer necessary or useful to, or for the best interest of, the City; and

WHEREAS, Obenauf Auction Service, Inc. ("*Obenauf*") operates an Internet-based auction service for the sale of property that meets the needs of the City; and

WHEREAS, the City desires to dispose of the Personal Property through an auction conducted by Obenauf; and

WHEREAS, the City Council has determined that it is in the best interest of the City to dispose of the Surplus Personal Property at in the manner 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 foregoing recitals are incorporated into, and made a part of, this ordinance as the findings of the City Council.

SECTION 2: AUTHORIZATION TO DISPOSE OF SURPLUS PERSONAL PROPERTY. Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ICLS 5/11-76-4, Section 1-12-4 of the City Code of the City of Des Plaines, and the home rule powers of the City, the City Council hereby finds that the Surplus Personal Property is no longer necessary or useful to, or for the best interest of, the City. The City Manager, or his designee, is hereby authorized to sell the Personal Property at an auction conducted by Obenauf; provided, however, that no item of

Surplus Personal Property will be sold for a price that is less than the Minimum Sales Price for that item set forth in **Exhibit A**.

SECTION 3: AUTHORIZATION TO EXECUTE REQUIRED DOCUMENTS. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, all documents approved by the General Counsel and necessary to complete the disposition of the Surplus Personal Property in accordance with Section 2 of this Agreement.

SECTION 4: DEPOSIT OF AUCTION SALE PROCEEDS. The City Council hereby directs the City Manager and the Director of Finance to deposit into the City's General Fund the proceeds from the disposition of the Surplus Personal Property pursuant to Section 2 of this Ordinance.

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

[SIGNATURE PAGE FOLLOWS]

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 Authorizing Disposition of Property Vehicles and Equipment via Obenauf Auction Service Fall 2023

2023 Des Plaines Fall Auction List

Year	Asset	Make	Model	Style	VIN	Estimated Salvage Value	Minimum Bid
2011	5011	BOBCAT	ToolCat	ATV	A94Y11139	\$1,200	\$200
2008	5066	Ford	F350	TRUCK	1FTWF31Y08EB72896	\$2,500	\$300
2008	5077	Ford	F350	TRUCK	1FTWF31Y98EB72900	\$2,500	\$300
2010	5087	BAGELA	BA10000	Recycler	W09A10205AKB13605	\$15,000	\$1,000
2007	5052	International	4400	TRUCK	1HTMKAAN77H452571	\$5,000	\$500
2013	2026	Ford	Police Interceptor	SUV	1FM5K8AR3DGA89793	\$3,000	\$300
2008	6040	Ford	Crn Vic	Car	2FAFP71V38X172471	\$800	\$200
2014	6035	Ford	Police Interceptor	SUV	1FM5K8AR0EGC60873	\$3,000	\$300
2014	6068	Ford	Police Interceptor	SUV	1FM5K8ARXEGA38468	\$3,000	\$300
2005	6027	Chevy	Tahoe	SUV	1GNEC13Z05R240608	\$1,200	\$200
2008	9030	Ford	E350	Van	1FTSE34L78DB41636	\$500	\$50
2006	5044	Ford	F250	TRUCK	1FTSF21Y46ED84822	\$1,200	\$200
2008	5076	Ford	F350	TRUCK	1FTWF31Y98EB72895	\$2,500	\$250
1998	8001	BOBCAT	X331	Excavator	512915721	\$3,500	\$300
2005	6083	POLARIS	Ranger 500	ATV		\$500	\$100

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, TUESDAY, SEPTEMBER 5, 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 6:06 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Tuesday, September 5, 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 – Semi-Annual Review of Closed Session Minutes, Probable or Imminent Litigation, Personnel, Sale of Property, Purchase or Lease of Property, and Ongoing or Pending 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 6:07 p.m.

The City Council reconvened at 7:09 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, Police Chief Anderson, and General Counsel Friedman.

PRAYER AND PLEDGE

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

PROCLAMATION

City Clerk Mastalski read a proclamation by Mayor Goczkowski declaring September as National Library Card Sign-Up Month.

Mayor Goczkowski presented the proclamation to staff members of the Des Plaines Public Library.

PUBLIC COMMENT

Dave Lomblad, Chairman of the Knights of Columbus, mentioned they will be hosting their annual Tootsie Roll Drive starting September 15, 2023 through September 17, 2023; they will be collecting donations on the streets and at businesses for the disabled throughout Des Plaines during this timeframe. He asked if anyone would like to volunteer to reach out to him directly.

Resident Cynthina Nelson stated the Izaak Walton League is currently seeking options to preserve the 1850s farmhouse which serves as their current clubhouse; she wants to encourage everyone to get involve in historic preservation and national recreation. She also stated as a community relations liaison for Rivers Casino she hopes any nonprofits will explore possible funding options with the casino. She also mentioned there is a new climate action museum in Chicago.

Resident Marian Cosmides sought further information regarding parkway tree preservation, and the selection of trees offered to residents.

**ALDERMAN
ANNOUNCEMENTS**

Alderman Oskerka announced the Self-Help Closet is having their annual event – Putt for the Pantry – this Saturday at Lake Park.

Alderman Sayad announced he will be having a ward meeting in October – more information to come. He inquired about the effect of the new Chicago casino on Des Plaines. He mentioned there will be a Food Truck Round-Up in Metropolitan Square on September 19th; and on September 23rd from 11:00 a.m. – 2:00 p.m. there will be an Open House at Fire Station 61. He also announced the upcoming Budget Meeting dates with all to start at 6:00p.m. – October 12th, 18th, and 26th. Additionally, he thanked Director of PW&E Oakley and Police Chief Anderson with the work done on Thacker and Westgate.

Alderman Walsten encouraged everyone to check out the Izaak Walton League and the upcoming events they will be offering.

Alderman Smith mentioned the upcoming Fall Fest in two weeks. She also mentioned St. Zackary’s will be having an Octoberfest on September 22nd, 23rd, and 24th.

Alderman Charewicz also mentioned the upcoming park district Fall Fest on September 15th, 16th, and 17th. He also stated the Elk Grove Automotive Club is hosting a car show on September 17th from 12:00 p.m.-3:00 p.m. at Elk Grove High School. He stated he will be hosting the next eighth ward meeting on October 3rd at 7:00 p.m. at the Conservatory. He also thanked and welcomed Driven Car Wash.

**MAYORAL
ANNOUNCEMENTS**

Mayor Goczkowski mentioned the third Food Truck Round-Up will be Tuesday, September 19th at Metropolitan Square starting at 5:00 p.m.

CONSENT AGENDA

Moved by Brookman, seconded by Oskerka, to Establish the Consent 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.

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

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; Ordinances M-14-23, M-15-23 were approved; Resolutions R-157-23, R-158-23, R-159-23, R-160-23, R-161-23, R-162-23 were adopted.

**AMD CITY CODE/ CL
A-1 LIQ LIC**

Consent Agenda

Moved by Brookman, seconded by Moylan, to Approve First Reading of Ordinance M-14-23, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS “A-1” LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

**Ordinance
M-14-23**

Advanced to second reading by Brookman, seconded by Walsten, to Adopt the Ordinance M-14-23, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS “A-1” 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.

**AUTH DISP/ SURP
PERSONAL PROP**
Consent Agenda

Moved by Brookman, seconded by Moylan, to Approve First Reading of Ordinance M-15-23, AN ORDINANCE AUTHORIZING THE DISPOSITION OF SURPLUS PERSONAL PROPERTY OWNED BY THE CITY OF DES PLAINES. Motion declared carried as approved unanimously under Consent Agenda.

**Ordinance
M-15-23**

**APPROVE PURCH/
WL HS/ FLEET
SAFETY SUPPLY**
Consent Agenda

Moved by Brookman, seconded by Moylan, to Approve Resolution R-157-23, A RESOLUTION APPROVING THE PURCHASE OF FIRECOM WIRELESS HEADSETS FROM FLEET SAFETY SUPPLY. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-157-23**

**APPROVE PURCH/
MONT CNTRL CTR/
PARAMONT-EO**
Consent Agenda

Moved by Brookman, seconded by Moylan, to Approve Resolution R-158-23, A RESOLUTION APPROVING THE PURCHASE OF A REPLACEMENT MOTOR CONTROL CENTER FROM PARAMONT-EO, INC. FOR THE CENTRAL ROAD PUMPING STATION. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-158-23**

**APPROVE PURCH/
VAR FREQ DRS/ LAI**
Consent Agenda

Moved by Brookman, seconded by Moylan, to Approve Resolution R-159-23, A RESOLUTION APPROVING THE PURCHASE OF VARIABLE FREQUENCY DRIVES (VFDS) FROM LAI, LTD. FOR THE CENTRAL ROAD PUMPING STATION. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-159-23**

**APPROVE PURCH/
STAFF VEH EMER
EQUIP/ FLEET
SAFETY SUPPLY**
Consent Agenda

Moved by Brookman, seconded by Moylan, to Approve Resolution R-160-23, A RESOLUTION APPROVING THE PURCHASE OF STAFF VEHICLE EMERGENCY EQUIPMENT FROM FLEET SAFETY SUPPLY. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-160-23**

**APPROVE & RATIFY
EXPEND OF FUNDS/
EMER PURCH OF
WTR MAIN
MATERIALS**
Consent Agenda

Moved by Brookman, seconded by Moylan, to Approve Resolution R-161-23, A RESOLUTION APPROVING AND RATIFYING AN EXPENDITURE OF FUNDS TO CORE & MAIN, LP AND MID-AMERICAN WATER & SEWER, INC. FOR THE EMERGENCY PURCHASE OF WATER MAIN MATERIALS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-161-23**

**APPROVE & RATIFY
EXPEND OF FUNDS/
EMER WTR MAIN
SVCS**

Consent Agenda

Moved by Brookman, seconded by Moylan, to Approve Resolution R-162-23, A RESOLUTION APPROVING AND RATIFYING THE EXENDITURE OF FUNDS FOR EMERGENCY WATER MAIN REPAIR SERVICES FROM BERGER EXCAVATING CONTRACTORS, MQ CONSTRUCTION COMPANY, AND JOHN NERI CONSTRUCTION COMPANY, INC. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-162-23**

**APPROVE
MINUTES**

Consent Agenda

Moved by Brookman, seconded by Moylan, to Approve the Minutes of the City Council meeting of August 21, 2023, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
MINUTES**

Consent Agenda

Moved by Brookman, seconded by Moylan, to Approve the Closed Session Minutes of the City Council meeting of August 21, 2023, as published. Motion declared carried as approved unanimously under Consent Agenda.

**UNFINISHED
BUSINESS**

**CONSIDER AUTH
THE ACQUISITION
THROUGH
CONDEMNATION OF
1504 MINER ST
**Ordinance
M-3-23****

Director of Community & Economic Development Carlisle reviewed a memorandum dated January 5, 2023.

The City Council has provided direction to City Staff and the General Counsel to move forward with the acquisition of the Property located at 1504 Miner Street. The City has been attempting to engage the owner of the Property in negotiations with the goal of reaching a mutual agreement on a price at which the owner would be willing to sell the Property to the City and at which the City would be willing to purchase the Property from the owner.

The City intends to make a best and final offer in an effort to acquire the Subject Property at a fair price in a voluntary transaction.

The owner of the property spoke on his own behalf.

Advanced to second reading by Oskerka, seconded by Moylan, to Adopt the Ordinance M-3-23, AN ORDINANCE AUTHORIZING THE ACQUISITION THROUGH CONDEMNATION OF FEE SIMPLE TITLE TO THE PROPERTY LOCATED AT 1504 MINER STREET.

No Vote.

Moved by Walsten, seconded by Sayad, a substitute motion to Defer second reading to the first meeting in December, the Ordinance M-3-23, AN ORDINANCE AUTHORIZING THE ACQUISITION THROUGH CONDEMNATION OF FEE SIMPLE TITLE TO THE PROPERTY LOCATED AT 1504 MINER STREET.

Upon roll call, the vote was:

AYES: 5 - Sayad, Brookman, Walsten
Smith, Charewicz

NAYS: 3 - Lysakowski, Moylan, Oskerka

ABSENT: 0 - None

Motion declared carried.

NEW BUSINESS

WARRANT REGISTER
Resolution R-163-23

FINANCE & ADMINISTRATION – Alderman Sayad, Chair

Alderman Sayad presented the Warrant Register.

Moved by Sayad, seconded by Smith, to Approve the Warrant Register of September 5, 2023, in the Amount of \$4,744,186.80 and Approve Resolution R-163-23.

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 AMD OF ZONING ORD TO ELIMINATE THE MIN REQ SIZE FOR SINGLE-FAMILY DETACH & ATTACH TOWNHOUSE RES PUD IN THE RES DIST

Ordinance Z-23-23

Director of Community & Economic Development Carlisle reviewed a memorandum dated August 24, 2023.

The petitioner is requesting a citywide zoning text amendment to amend Section 12-3-5.B.3.a of the Zoning Ordinance to remove the minimum lot size requirement for a PUD on lots in the R-1 Single Family Residential, R-2 Two-Family Residential, R-3 Townhouse Residential, and R-4 Central Core Residential zoning districts for detached single-family or attached townhouse developments that consist of multiple principal buildings.

Petitioner MAS Land Investments, LLC, owner of 180 N. East River Road, intends to annex land to the City of Des Plaines and build a townhouse development. The subject property is located in unincorporated Cook County along North East River Road and is comprised of one 40,245-square-foot (0.92- acre) parcel. The subject property is improved with a one-story, 1,665-squarefoot residence, a 1,194-square-foot detached garage (including two additions), two frame sheds approximately 82 and 90 square feet in size, and a combination of concrete and gravel driveway and parking areas.

The proposal includes the removal of all existing site improvements to redevelop the subject property into a 16-unit PUD similar to the Insignia Glen PUD located directly south of the subject property at 172 N. East River Road, which is already incorporated within Des Plaines. The proposed development consists of four separate three-story principal buildings—each with four units. The anticipated unit mix will be predominately two-bedrooms, but the floor plan is adaptable to create a third bedroom; the developer has not finalized the unit mix. Each unit will have a two-car attached garage on the lower level, living space with a balcony on the middle level, and bedrooms on the top level.

The proposal intends to mirror the general building and driveway design of the existing Insignia Glen development, and will utilize the same private drive for access to East River Road via an existing access easement that was granted and recorded via the early 2000s PUD. For this reason, the existing gravel curb cut onto the subject property will be removed and replaced with turf and landscaping areas. New walkways are proposed along the private drive (south property line)—with walkway connections to each unit—and along North East River Road (east property line) of the subject property for pedestrian access throughout the site and connections to the existing Insignia Glen PUD. The development also proposes common green spaces for residences opposite the driveway entrances where separate front door, porch area, and walkway connections are provided.

The subject property is less than an acre in size, which does not meet the current minimum two-acre requirement for a PUD and therefore requires a text amendment to allow the subject

property to be eligible for a PUD.

The petitioner has provided proposed language for Section 12-3-5.B.3.a of the Zoning Ordinance. If the proposed amendment is approved, there would be no minimum PUD size for single-family detached and attached townhouse developments that consist of multiple principal buildings. The proposed amendments would make the proposed townhouse (single-family attached) development eligible for a PUD on the subject property because the proposed development consists of four principal buildings.

The proposed amendments would not, however, remove the existing minimum two-acre requirement for PUDs that do not meet the criteria above.

The PZB recommended by a 6-0 vote that the City Council approve the proposal as presented by the petitioner.

Tom Burney, a representative from the petitioner, spoke on their behalf.

Moved by Lysakowski, seconded by Moylan, to Approve First Reading of Ordinance Z-23-23 as amended to replace the language to say where the planned unit development is associated with the petition to annexation, AN ORDINANCE AMENDING SECTION 12-3-5 OF THE DES PLAINES ZONING ORDINANCE TO ELIMINATE THE MINIMUM REQUIRED SIZE FOR SINGLE-FAMILY DETACHED AND ATTACHED TOWNHOUSE RESIDENTIAL PLANNED UNIT DEVELOPMENT IN THE RESIDENTIAL DISTRICTS. (CASE #23-042-AX-TA-MAP-TSUB-PUD).

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 Lysakowski, seconded by Brookman, to Adopt the Ordinance Z-23-23 as amended to replace the language to say where the planned unit development is associated with the petition to annexation, AN ORDINANCE AMENDING SECTION 12-3-5 OF THE DES PLAINES ZONING ORDINANCE TO ELIMINATE THE MINIMUM REQUIRED SIZE FOR SINGLE-FAMILY DETACHED AND ATTACHED TOWNHOUSE RESIDENTIAL PLANNED UNIT DEVELOPMENT IN THE RESIDENTIAL DISTRICTS. (CASE #23-042-AX-TA-MAP-TSUB-PUD).

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 MAJOR
VAR TO ALLOW A
TRELLIS AT 1378
MARGRET ST
Ordinance
Z-24-23

Director of Community & Economic Development Carlisle reviewed a memorandum dated August 24, 2023.

The petitioner is requesting Major Variations to allow an 8-foot-tall and 50-foot-wide trellis in the interior side yard at 1378 Margret Street where a maximum height of six feet and a maximum width of eight feet are permitted.

In April 2022, an eight-foot-tall structure, attached to a fence, was erected at 1378 Margret Street close to the north property line between 1368 and 1378 Margret. A code enforcement case was opened to address any violations associated with the structure. Initially, the

structure was classified as a “fence,” and a violation was issued for the fence exceeding the allowable height. Section 12-8-2 allows for solid fences in the side yards up to six feet in height. The structure measured eight feet from grade to the top of the structure.

Between April and October 2022, City staff completed several site visits and meetings with the property owner/petitioner to discuss this structure. In October 2022, a Final Zoning Decision Letter classified the structure as a “trellis,” based on the fact that the structure had been detached from the fence and the Zoning Ordinance at the time permitted a trellis to be up to eight feet in height and located at least one foot away from the lot line.

Zoning amendments were approved by City Council on April 3, 2023 that (i) define fence and trellis separately and (ii) limit trellises’ size, location, and width. The proposed structure would not comply with maximum height (8 feet instead of 6 feet) or width (50 feet instead of 8 feet). It was not able to be classified as a “nonconforming structure” per Section 12-5-6 because it was not lawfully established; an inspection in mid-April revealed the structure was taller than 8 feet, or the prior height limitation, and therefore could not be considered lawful. The property owner was required to remove the existing structure, which they did, and chose to apply for a variation from the new trellis rules to re-install the former structure.

The petitioner, Patrick Howe, has requested major variations to allow an 8-foot-tall and 50-foot-wide trellis structure. The subject property consists of a 9,081-square-foot (0.21-acre) lot with a 1,285-square-foot, two-story house, one frame shed, a large playground structure, and a deck.

In the Responses to Standards, the petitioner indicated that the proposed structure would be used as a support for climbing plants. However, the photos display several arborvitaes, which do not require support unless recently planted or damaged, and no evidence of climbing plants that are typically in need of a trellis for support.

The PZB voted 6-0 to recommend denial of the major variations.

Should the City Council vote to approve the request, the following conditions are recommended. These are incorporated in the approving ordinance:

1. The installation and maintenance of the Proposed Trellis does not create any drainage concerns for neighboring properties.
2. The proposed trellis must be used to support vines or climbing plants.

The resident of property north of petitioner’s property expressed her objection to the trellis structure.

Resident Jordan Minerva expressed his opinion that a trellis is not needed in in relation to such plants, and objects to the approval of the trellis.

Moved by Oskerka, seconded by Sayad, to Approve First Reading of Ordinance Z-24-23, AN ORDINANCE APPROVING MAJOR VARIATIONS TO ALLOW A TRELLIS AT 1378 MARGRET STREET, DES PLAINES, IL (Case #23-044-V).

Upon voice vote, the vote was:

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

NAYS: 1 - Walsten

ABSENT: 0 - None

Motion declared carried.

Advanced to second reading by Oskerka, seconded by Moylan, to Adopt the Ordinance Z-24-23, AN ORDINANCE APPROVING MAJOR VARIATIONS TO ALLOW A TRELIS AT 1378 MARGRET STREET, DES PLAINES, IL (Case #23-044-V).

Upon roll call, the vote was:

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

NAYS: 1 - Walsten

ABSENT: 0 - None

Motion declared carried.

CONSIDER
APPROVING AN
AMENDED &
RESTATED
DEVELOP AGRMT
BTW THE CITY OF &
MYLO RESIDENTIAL
GRACELAND
PROPERTY LLC
Resolution
R-164-23

Director of Community & Economic Development Carlisle reviewed a memorandum dated August 28, 2023.

Mylo Residential Graceland Property, LLC (formerly 622 Graceland Apartments, LLC; Joe Taylor of Compasspoint Development as Manager) is the developer of the proposed “Mylo,” or Graceland-Webford, mixed-use residential, commercial, and parking project. The developer is the owner of 1332 Webford Avenue as of July 31, 2023. Pursuant to the purchase and sale agreement (“PSA”) approved by the City Council in 2022 and amended on July 17, 2023, the City and developer are currently entered into a Development Agreement (“Agreement”) governing the construction and operation of the proposed project. The Council approved the agreement on April 17, 2023.

The developer is now seeking revisions to the Agreement that will remove their obligation to provide a publicly accessible public park and open space at 1330 Webford, also known as “the Dance Building.” In exchange, the developer is (i) offering \$300,000 as total consideration for the property at 1332 Webford, as opposed to the previously agreed upon \$10; (ii) agreeing to pay all building permit fees, which were waived by the initial Agreement; and (iii) acknowledging and agreeing to pay a revised parkland or fee-in-lieu-of obligation under the Subdivision Regulations, to be approved at a later time by the Council. These changes require Council’s approval of an Amended and Restated Development Agreement.

On September 6, 2022 via Ordinance M-22-22, the Council authorized the City’s entry into the PSA for 1332 Webford, formerly a public parking lot. The contract was fully executed and effective on October 7, 2022. In addition to its contract with the City to acquire 1332 Webford, the developer is also pursuing final acquisition of the Journal & Topics property at 622 Graceland-1368 Webford. The developer is required to provide 25 public parking spaces within the proposed building’s garage, which spaces are in addition to those required to meet the minimum requirements of the Zoning Ordinance for the proposed uses in the building. The developer’s acquisition of 1332 Webford made the necessary zoning map amendment, approved by Ordinance Z-23-22, effective. However, the Agreement also serves as a pledge that the Developer will not object to a proposed City Council rezoning of the land if the Developer is not able to proceed with the project along the timeline expressed as an exhibit to the Agreement. Note that the timeline is edited in the Amended and Restated Agreement, with an additional three months given to each benchmark.

The following non-exhaustively summarizes key terms and components of the Amended and Restated Agreement and notes important changes from the April 2023 initial version:

The executed PSA for 1332 Webford states an expectation that the Agreement would ensure the project “...be constructed, maintained and operated in accordance with plans approved by the (City Council).” The following discusses the latest development plan submission:

- Building and site design: The latest elevations show proposed materials that are substantially consistent from the Council’s last review in April 2023. The April

iteration was updated from initial presentations in mid-2022. The elevations are intended to align with the developer's prior pledges to the Council regarding the color scheme and amount of face brick, particularly on the north and east elevations, as well as brick courses in the parking garage knee walls on the south elevation. The outdoor seating area for the proposed restaurant remains near the Graceland-Webford corner. On the Webford/south side, there is landscaping at the building foundation. However, the latest plans show an 8-foot masonry wall to screen an increased amount of mechanical equipment, which is in a new location. Therefore, language in the Amended and Restated Agreement clarifies that all components of building and site design must comply with the Zoning Ordinance for permit approval or that the developer would have to obtain necessary relief. On the Graceland/east side, shrubbery at the building's base is combined with parkway trees to attempt to create an attractive streetscape. The latest floor plans show a restaurant and bar in the southeast corner of the building as previously proposed, although this space is now fully on the first floor instead of spreading across the first and second floors. Resident amenities such as a pool and deck, fitness area/gym, coworking office, dog wash, and multiple recreational rooms are still proposed although repositioned in the building from the plans part of the original Agreement.

- Publicly accessible parks/open space: The amended plans exclude the 1330 Webford park. Further, the developer is no longer proposing to make the open space between the garage wall and the new Webford sidewalk – roughly 1332 and 1368 Webford – to be publicly accessible, given that an increased mechanical footprint seems to make public use of this space less practical or useful than before. References to this area as publicly accessible space have been removed from the Agreement.
- Development engineering, combined Tentative and Final Plats of Subdivision: The final engineering plans approved in April 2023 relied upon portions of 1330 Webford. Therefore, revision is required if the property is excluded from the design. The Agreement requires the developer to obtain future approval of Tentative and Final Plat of Subdivision, including final engineering, pursuant to the Subdivision Regulations. If approved at a later time, these documents would be automatically incorporated.

The April 2023 version of the Agreement waived the in-house building permit fees, an estimated value of more than \$200,000. The amended and restated version excludes this waiver, which will require the developer to pay all fees.

The Agreement lists the Department of Public Works and Engineering's (PWE) required public improvements, which include, for example, stormwater and sanitary sewers, water mains and service lines, sidewalks, curb and gutter, and street lighting. There is a specific coordination plan and meeting required between (PWE) and the developer/contractors to occur at least one week before right-of-way construction begins. The improvements must be secured by the developer's posting of a letter of credit, with the City as the beneficiary.

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

service, the developer must provide and have approved a Construction and Traffic Management Plan.

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

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

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

- Operating and Reciprocal Easement Agreement (OREA): The developer must provide and the City Manager and City Attorney must approve a recordable document to state obligations for the project's components to work effectively and be maintained and for easements to be granted for essential public safety access.
- Public Parking Leaseback: With a similar intent to a provision in the Parking License Agreement approved in 2018 for the Bayview-Compasspoint project at 1425 Ellinwood, the Graceland-Webford development agreement allows for the developer to survey the areas within the parking garage that are used for public parking and apply for a parcel division (PIN creation) through Cook County. Because the developer, or any successor/future owner, could not charge for or earn revenue from the 25 public parking spaces, the developer could seek tax-exempt status for the newly created public parking PIN within the garage.
 - The "leaseback" structure is at the advice of the General Counsel to allow for a potential exemption to be carried out under state law. Nominal consideration – \$10 per year from the City (lessee) to the developer or any successor (lessor) – would be necessary. The specific details of the PIN creation process and the \$10-per-year arrangement would be expressed in the separate Public Parking Leaseback agreement; provided, however, that there would be no conflict between that agreement and the Amended and Restated Development Agreement.
- West Park Parcel Covenant (removed): A component of the original set of Governing Documents from the April 2023 version of the Agreement, this document would no longer be necessary, as the 1330 Webford park would be excluded.

Bernard Citron, the attorney representing the petitioner, spoke on behalf of his client, Mylo Residential Graceland Property, LLC.

An attorney representing the owners of the dance building spoke on behalf of his client.

Several residents expressed their objection to the Webford/Graceland development and stated detailed reasoning for such objections.

One resident expressed his support for the Webford/Graceland development.

Moved by Walsten, seconded by Brookman, to Approve the Resolution R-164-23, A RESOLUTION APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DES PLAINES AND MYLO RESIDENTIAL GRACELAND PROPERTY LLC (622 GRACELAND AVENUE & 1332-1368 WEBFORD AVENUE).

Upon roll call, the vote was:

AYES: 5 - Lysakowski, Moylan, Brookman, Walsten, Smith

NAYS: 3 - Oskerka, Sayad, Charewicz

ABSENT: 0 - None

Motion declared carried.

CONSIDER
APPROVING A SEC
AMD TO A REAL
ESTATE PSA FOR
1332 WEBFORD AVE
Resolution
R-165-23

Director of Community & Economic Development Carlisle reviewed a memorandum dated August 25, 2023.

Mylo Residential Graceland Property, LLC (formerly 622 Graceland Apartments, LLC; Joe Taylor of Compasspoint Development as Manager) has acquired the property at 1332 Webford Avenue, which was a City-owned public parking lot. The City Council approved this sale through Ordinance M-22-22 on September 6, 2022, and the PSA was executed October 7, 2022. The Council then approved a First Amendment to this PSA on July 17, 2023, and the property transferred for a sale price of \$10. However, the transfer resulted in multiple post-closing conditions, notably that the Purchaser (Developer) must also acquire other contiguous property – 622 Graceland-1368 Webford (the Journal and Topics site) and 1330 Webford (The Dance Building site) – by October 31, 2023. If the Developer fails to meet the conditions, the City will receive \$60,000 in earnest money from Chicago Title, and a reverter deed provision will become effective, allowing the City to reclaim title to 1332 Webford.

The City received a request from counsel for the Developer to be relieved from having to acquire and redevelop the 1330 Webford parcel in the post-closing conditions. In exchange, they are offering the City \$300,000 (less the \$10 in consideration previously provided) as total consideration, as well as agreeing to pay all City building permit fees and a revised parkland obligation/fee-in-lieu-of as required under the Subdivision Regulations. The changes to building permit fee terms and parkland fee-in-lieu terms are expressed in an Amended and Restated Development Agreement, which the Council is considering through a separate item.

1332 Webford is a 13,500-square-foot property directly west of the 622 Graceland Avenue-1368 Webford property and east of The Dance Building, a mixed-use commercial-residential building at 1330 Webford. The Developer’s proposed larger mixed-use development (the “Graceland-Webford project”) would consist of 131 residential units, approximately 2,800 square feet of restaurant-lounge/commercial space, and a parking garage that would contain 179 spaces. Of these 179 spaces, 25 would be allocated for public use, intended to partially replace the 38 spaces formerly at 1332 Webford. The remaining 154 would fulfill the off-

street parking requirements of the Zoning Ordinance for the residential units (137 spaces) and proposed restaurant-lounge (17 spaces).

The Graceland-Webford project required a zoning map amendment from the C-3 General Commercial District to the C-5 Central Business District. The City Council approved the rezoning on August 1, 2022 (Ordinance Z-23-22). This approving ordinance was made effective on July 31, 2023, upon the real estate closing for 1332 Webford. Through the Amended and Restated Development Agreement and as contemplated by both Ordinance Z-23-22 (zoning approval) and the original PSA, the Purchaser would not object to a rezoning from the current C-5 Central Business District to the prior C-3 General Commercial if, even upon completion of all land acquisition, the Purchaser does not fulfill other benchmarks in the Development Permitting and Construction Schedule. The Developer proposes moving back these benchmarks three months in the schedule, which is part of the Council’s separate consideration of R-164-23. Further, all references to and requirements related to 1330 Webford would be removed from the Amended and Restated Development Agreement.

The following key terms are not proposed to change:

- The developer must acquire the Journal and Topics property prior to October 31, 2023, or will forfeit \$60,000 in earnest money to the City and trigger the reverter provision; and
- The Amended and Restated Development Agreement contains exhibits to ensure the development is “constructed, maintained, and operated in accordance with plans approved” by the City.

Moved by Moylan, seconded by Walsten, to Approve the Resolution R-165-23, A RESOLUTION APPROVING A SECOND AMENDMENT TO A REAL ESTATE PURCHASE AND SALE AGREEMENT FOR 1332 WEBFORD AVENUE.

Upon roll call, the vote was:

AYES: 5 - Lysakowski, Moylan, Brookman, Walsten, Smith

NAYS: 3 - Oskerka, Sayad, Charewicz

ABSENT: 0 - None

Motion declared carried.

Alderman Brookman requested a five-minute recess.

Mayor Goczkowski called a five-minute recess at 9:50 p.m.

Mayor Goczkowski reconvened the meeting at 9:58 p.m.

PUBLIC WORKS – Alderman Charewicz, Chair

Assistant Director of Public Works & Engineering Watkins reviewed a memorandum dated August 24, 2023.

The Water/Sewer enterprise fund balance continues to diminish due to costs outpacing revenues. By the end of 2025, the Water/Sewer Fund will have a negative balance of \$11.2 million. Additionally, due to the age of the City’s infrastructure, the City averages over 100 water main breaks per year. This creates a water loss of over 22%, which equates to a lost water cost of \$1,200,000 per year.

Enterprise funds are established to account for the financing of self-supporting activities of the City that render services on a user-charge basis. The revenue generated through user charges and other water and sewer related functions are intended to fully support the

CONSIDER
AMENDING THE
CITY CODE REGARD
WTR RATES &
SEWER FEES
Ordinance
M-16-23

operation of the fund. Both the IDNR and IEPA recommend that an Enterprise Fund should be self-sustaining. The City's existing water and sewer usage rates are not sufficient to recover the full cost of operations, and neither can they sustain an annual capital improvement program at the level needed to keep pace with infrastructure deterioration. Even though the City has a new water source and there is a savings on the purchase of water, the operating costs and infrastructure needs continue to deplete the fund.

In the past, the City has supplemented the Water/Sewer Fund with Gaming revenue. However, in order to fund facility projects such as the Police Station addition, Fire Station 62 Reconstruction and Leela Building Renovation, the Facilities Fund will have to be supplemented by Gaming Revenue.

The City conducted an analysis of the current rates, surveyed other municipalities, reviewed the infrastructure needs and created funding scenarios. As part of the review, the analysis looked at the City's current charges of the following:

- Current Ordinance of the City's Water/Sewer Facility Fee
- Current Ordinance of the City's Water Operation and Maintenance Charges
- Current Ordinance of the City's Sewer Fee
- Current Ordinance of the City's Water/Sewer Capital Fee

Many municipalities including Des Plaines have established a fixed rate billing system instead of the traditional minimum usage bill. The fixed rate is applied to the regular bill based on the water meter size plus the customer's usage. These rates were calculated by evenly dividing static overhead costs for the water utilities among the total number of customers and escalated for larger meter sizes based on flow capacity. Using a fixed rate system provides a fair and steady revenue versus the minimum usage that charges customers a minimum bill. The fixed rate offsets the continual costs of the water system which includes water tank maintenance/painting, water pump facilities and water meters. Staff conducted an analysis of the current costs and have determined that in order to keep pace with escalating costs, these fees will need to be adjusted. If approved by Council, staff recommends reviewing this rate again in 2028.

The Operation and Maintenance charge (O&M) is intended to recover the cost for routine operation and maintenance of the water system. This includes the re-chlorination and pumping of water, day-to-day water system repairs of water mains and fire hydrants, associated equipment required to maintain the water system and the cost for Utility Billing functions. The City's current O&M charge is \$2.25 per unit of water. Based on increased operational costs, the fee should be \$2.75 per unit of water. To keep the customer impact to a minimum, an increase of \$0.25 for the 2024 fiscal year and an increase of \$0.25 for the 2025 fiscal year is recommended. This increase will keep this portion of the rate even with the O&M expenses.

The City currently charges \$0.91 per unit of water for the purpose of maintaining the City's sewer systems. This includes the operation and maintenance of the sanitary sewer lift station, storm sewer pumping stations, and over 365 miles of sanitary and storm sewer mains and structures. Based on increased operational costs, the fee should be \$1.18 per unit.

The City currently charges \$1.00 per unit of water for the purpose improving/replacing the City's water and sewer systems. Water infrastructure has a life expectancy of 75 years and Sewer infrastructures have a life expectancy of 100 years. We conducted an analysis of the water and sewer systems and, based on the age of the current infrastructure, in order to replace system components, the City should be investing at a minimum of \$10.3 million per year based on 2023 construction costs. These costs will continue to increase at a minimum rate of 2.5% a year. Additionally, both the MWRD and EPA have newly mandated regulatory

requirements which will be an additional financial burden to the City. The EPA has mandated that the City must replace all lead/galvanized service lines within the next 20 years.

To keep the customer impact to a minimum, staff recommends the fee increase to a rate of \$2.00 per unit of water for the 2024 fiscal year and an increase of \$1.00 per year, for the next three years.

If the above rates are approved by Council, the projected fund balance would improve but will still have an ending fund balance in 2029 of only \$350,000. This leaves little in reserves. With the 2024 recommended increases, Des Plaines is in the lower 50th percentile of surrounding communities.

Staff recommends the City Council take the following actions:

- Effective January 1, 2024, implement the proposed Fixed Facility Charges as shown in Table 2.
- Effective January 1, 2024, increase the Water Operation and Maintenance Charge to \$2.50 per unit of water and increase the fee to \$2.75 in 2025.
- Effective January 1, 2024, increase the Sewer Fee to \$1.18 per unit of water.
- Effective January 1, 2024, increase the Capital Fee to \$2.00 per unit of water and increase the fee annually by \$1.00 per year through 2027.

Moved by Sayad, seconded by Smith, Approve First Reading of Ordinance M-16-23, AN ORDINANCE AMENDING THE CITY CODE REGARDING WATER RATES AND SEWER FEES.

Upon voice vote, the vote was:

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

NAYS: 1 - Walsten

ABSENT: 0 - None

Motion declared carried.

Advanced to second reading by Sayad, seconded by Charewicz, to Adopt the Ordinance M-16-23, AN ORDINANCE AMENDING THE CITY CODE REGARDING WATER RATES AND SEWER FEES.

Upon roll call, the vote was:

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

NAYS: 1 - Walsten

ABSENT: 0 - None

Motion declared carried.

Alderman Charewicz requested a consensus to ask the finance committee to consider an additional \$5,000,000.00 in 2024 and 2025 to be proactive about water main issues.

There was consensus to consider during the upcoming budget meetings.

LEGAL & LICENSING – Alderman Brookman, Chair

**CONSIDER
APPROVING THE
ENGAGEMENT OF
ROBBINS DIMONTE
LTD. FOR THE
PROVISION OF**

On June 5, 2023, the City’s longtime prosecutor, Ray Bartel, announced his retirement. In response to that, on July 14, 2023, the City issued a Request for Proposals (RFP) for Prosecutorial Services. Five responses were received, and four firms were interviewed on August 15 by a committee of staff comprised of the City Manager and members of the Police Department, Community & Economic Development Department, and General Counsel.

PROSECUTORIAL SERVICES
Resolution R-166-23

After some deliberation with the committee and in the best interest of the City, the City Manager has selected the firm of Robbins DiMonte to perform prosecutorial services for the City.

Eric Patt, prosecutor with Robbins DiMonte Ltd., spoke on his behalf and on behalf of the law firm.

Moved by Walsten, seconded by Sayad, to Approve the Resolution R-166-23, A RESOLUTION APPROVING THE ENGAGEMENT OF ROBBINS DIMONTE LTD. FOR THE PROVISION OF PROSECUTORIAL SERVICES.

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 thanked Ray Bartel for his years of service with the City and wished him the best of luck in retirement.

ADJOURNMENT

Moved by Sayad, seconded by Brookman to adjourn the meeting. Upon voice vote, motion declared carried. The meeting adjourned at 10:28 p.m.

Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS _____

DAY OF _____, 2023

Andrew Goczkowski, MAYOR



FINANCE DEPARTMENT

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

MEMORANDUM

Date: September 6, 2023
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-172-23, September 18, 2023, Warrant Register

Recommendation: I recommend that the City Council approve the September 18, 2023, Warrant Register Resolution R-172-23.

Warrant Register.....\$3,283,225.74

Estimated General Fund Balance
Balance as of 07/31/2023: \$27,352,233
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-172-23

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.

September 18, 2023

City of Des Plaines

Warrant Register 09/18/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Elected Office						
Division: 110 - Legislative						
1	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	384.53
Total 110 - Legislative					384.53	
Division: 120 - City Clerk						
2	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	42.17
Total 120 - City Clerk					42.17	
Total 10 - Elected Office					426.70	
City Administration						
Division: 210 - City Manager						
3	6005	Legal Fees	8897 Emry Murdoch LLC	11149	1374-1384 Oakton Avenue Eminent Domain Matter 07/03-07/28/2023	3,862.25
4	6005	Legal Fees	8897 Emry Murdoch LLC	11150	281-299 River Road Eminent Domain Matter 07/12-07/30/2023	2,646.50
5	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	23-16	Traffic Court and Administrative Hearings 08/15-08/24/2023	845.00
6	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	42.17
Total 210 - City Manager					7,395.92	
Division: 230 - Information Technology						
7	5325	Training	8921 New Horizons Computer Learning Centers Inc	CLC-56200	New Horizon SharePoint Training 7/13 & 7/20/2023	3,998.76
8	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	338.88
9	6305	R&M Equipment	2664 Speedlink Solutions Inc	709571	Barracuda Email Protections 7/28/23 - 7/28/24 R-151-23	36,950.00
10	7320	Equipment < \$5,000	1026 CDW LLC	LK03511	Apple 11 iPad Pro 4th WIFI 256GB	894.50
Total 230 - Information Technology					42,182.14	
Division: 240 - Media Services						
11	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	246.86
12	7500	Postage & Parcel	1041 Federal Express	8-225-84202	Shipping Laptop to PT Graphic Designer 08/10/2023	33.08
Total 240 - Media Services					279.94	
Division: 250 - Human Resources						
13	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	101.51
14	6100	Publication of Notices	1485 ILCMA - IL City/County Mgmt Assoc	4695	Job Posting - IT Specialist 8/21/2023-9/11/2023	50.00
15	7000	Office Supplies	1644 Warehouse Direct Inc	5548784-0	1 Box of Printing Paper; 1 Pk Manilla Folders	86.89
16	7000	Office Supplies	1644 Warehouse Direct Inc	5558178-0	1 Box Manilla Folders	7.70

City of Des Plaines

Warrant Register 09/18/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
17	7000	Office Supplies	1644 Warehouse Direct Inc	C5548784-0	Returned 1 Box of Manila Folders	(13.59)
Total 250 - Human Resources						232.51

Total 20 - City Administration						50,090.51
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Department: 30 - Finance						
18	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	139.62
19	7000	Office Supplies	1644 Warehouse Direct Inc	5559786-0	2 Ctns of Paper, 1 Pack of Tape & 1 Box of Folders	83.87
Total 30 - Finance						223.49

Community Development						
Division: 410 - Building & Code Enforcement						
20	6000	Professional Services	3337 HR Green Inc	165720	Building Inspection & Plan Review Services July 2023	4,641.73
21	6000	Professional Services	5764 GovTempUSA LLC	4233146	Permit Tech Assistance - Clerical Weeks Ending 07/30 & 08/06/23	2,268.00
22	6000	Professional Services	5764 GovTempUSA LLC	4241444	Permit Tech Assistance - Clerical Weeks Ending 08/13 & 08/20/23	2,551.50
23	6000	Professional Services	6315 B&F Construction Code Services Inc	62399	Plan Review 08/15/2023 Project #1128856	225.00
24	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	595.59
Total 410 - Building & Code Enforcement						10,281.82

Division: 420 - Planning & Zoning						
25	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	42.17
Total 420 - Planning & Zoning						42.17

Division: 430 - Economic Development						
26	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	42.17
Total 430 - Economic Development						42.17

Total 40 - Community Development						10,366.16
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Public Works & Engineering						
Division: 100 - Administration						
27	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	79.82
28	6040	Waste Hauling & Debris Removal	6988 Lighting Resources LLC	53-17649	Light Bulb Recycling - 07/17/2023	1,464.00
29	7320	Equipment < \$5,000	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	209.99
Total 100 - Administration						1,753.81

Division: 510 - Engineering						
30	5310	Membership Dues	7664 IL Assoc for Floodplain & Stormwater Mgmt (IAFSM)	17272	05/02/2023-05/01/2024 Membership Dues for Civil Engineer II	25.00
31	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	162.52
Total 510 - Engineering						187.52

City of Des Plaines

Warrant Register 09/18/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 530 - Street Maintenance						
32	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	286.16
33	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	124388	8.0 Loads Broken Asphalt Grindings - 08/17/2023	650.00
34	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	124516	3.0 Loads Broken Asphalt Disposal - 08/18/2023	390.00
35	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	37148	Branch Pick Up - 60016 - 07/03-07/14/2023, R-143-22	10,083.70
36	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	37149	Branch Pick Up - 60018 - 07/17-08/04/2023, R-143-22	11,865.60
37	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	37150	Tree Removals - 05/26/2023, R-143-22	8,928.93
38	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	37387	Parkway Stump Removals/Restorations - 05/26/2023, R-143-22	2,584.39
39	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	37388	Emergency Tree Removal - Sycamore Main Break - 08/12/2023	5,121.15
40	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	37414	Branch Pick Up - 60016 - 08/07-08/18/2023, R-143-22	11,507.16
41	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	37415	Parkway Tree Removals - 07/06/2023, R-143-22	26,092.05
42	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	37424	Stump Removals & Restorations - 08/28/2023, R-143-22	8,593.96
43	6195	Miscellaneous Contractual Services	7409 Aquamist Plumbing & Lawn Sprinkling Co Inc	129105	Irrigation Repairs - Northwest Hwy & Village Ct - 08/11/2023	1,495.00
44	6195	Miscellaneous Contractual Services	7409 Aquamist Plumbing & Lawn Sprinkling Co Inc	21134	Irrigation Re-Install - Northwest Hwy & Village Ct - 08/23/2023	24,795.00
45	6325	R&M Street Lights	1044 H&H Electric Co	41939	Streetlight Repairs-Harvard & Cornell-06/26, 7/14 & 07/21/2023	4,593.69
46	6325	R&M Street Lights	1044 H&H Electric Co	41968	Streetlight Repair - Pearson/Ellinwood - 07/21/2023, R-29-22	658.94
47	7000	Office Supplies	1644 Warehouse Direct Inc	5561064-0	Stamp, Copy Paper, Pens, Pads - PW	18.75
48	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	21771	Industrial Fan	109.99
49	7030	Supplies - Tools & Hardware	1550 Addison Building Material Co	993654	3 Canvas Zipper Bags - PW 5113	43.17
50	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SPI20354541	Push Broom	46.99
51	7055	Supplies - Street R&M	1732 Traffic Control & Protection Inc	115981	Pedestrian Crosswalk Lights - Thacker/Westgate - 08/25/2023	310.50
52	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	123881	10.39 Tons Asphalt - Miner Main Break - 08/11/2023	685.74
53	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	124387	10.42 Tons Asphalt - Main Break Restorations - 08/17/2023	687.72
54	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	124515	2.59 Tons Asphalt - Main Break Restorations - 08/18/2023	173.53
55	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	124847	17.81 Tons Asphalt - Main Break Restorations - 08/22/2023	1,175.46

City of Des Plaines

Warrant Register 09/18/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
56	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	124968	7.34 Tons Asphalt - Main Break Repairs - 08/23/2023	491.78
57	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	125058	13.11 Tons Asphalt - Main Break Restorations - 08/24/2023	865.26
58	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	125171	7.38 Tons Asphalt - Restorations - 08/25/2023	487.08
59	7055	Supplies - Street R&M	1057 Menard Incorporated	21731	D Batteries - Solar Flashers	16.98
60	7055	Supplies - Street R&M	1174 3M Company	9424070146	2 Rolls Transfer Tape	197.62
61	7055	Supplies - Street R&M	1174 3M Company	9424274649	ElectroCut Film - Sign Fabrication	676.62
Total 530 - Street Maintenance					123,632.92	

Division: 535 - Facilities & Grounds Maintenance						
62	6000	Professional Services	5995 Wunderlich-Malec Services Inc	22803	BAS Integration Services - City Hall - 07/20/2023	2,425.85
63	6000	Professional Services	5635 Weber Group Management Inc	WG23-465	Asbestos Testing - City Hall - 08/24/2023	750.00
64	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	202.48
65	6135	Rentals	1047 Home Depot Credit Svcs	4903499	Insulator Blower Rental - 08/13/2023	(95.37)
66	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	31230	Custodial Services - 7 Buildings - 08/16/2023, R-156-22	8,240.00
67	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4164777673	Mat Service - Metra Train Station - 08/16/2023	38.28
68	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4165474596	Mat Service - Police Station - 08/23/2023	138.77
69	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4165474626	Mat Service - Metra Train Station - 08/23/2023	38.28
70	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	35132	HVAC Repair - City Hall - 07/02/2023	1,020.00
71	6315	R&M Buildings & Structures	8772 Helm Service	CHI192331	HVAC Repair - Fire Station #63 - 08/04/2023, R-228-22	1,454.99
72	6315	R&M Buildings & Structures	8772 Helm Service	CHI192332	HVAC Repair - Metra Train Station - 07/31/2023, R-228-22	274.04
73	6315	R&M Buildings & Structures	8772 Helm Service	CHI192427	HVAC Repair - Maple PS - 08/07/2023, R-228-22	3,466.00
74	6315	R&M Buildings & Structures	8772 Helm Service	CHI192428	HVAC Repair - Metra Train Station - 08/09/2023, R-228-22	3,042.00
75	6315	R&M Buildings & Structures	1544 Fox Valley Fire & Safety Company Inc	IN00619840	Quarterly Fire Alarm Monitoring - Food Pantry - 08/07/2023	210.00
76	6315	R&M Buildings & Structures	8049 Cross Points Sales Inc	P 81102	Elevator Testing- Police Station - 08/07/2023	450.00
77	7000	Office Supplies	1644 Warehouse Direct Inc	5561064-0	Stamp, Copy Paper, Pens, Pads - PW	18.75
78	7025	Supplies - Custodial	1028 Case Lots Inc	19482	Multi-Fold Towels	1,317.00
79	7025	Supplies - Custodial	1028 Case Lots Inc	19483	Toilet Tissue, Can Liners, & Hand Soap	2,157.75
80	7025	Supplies - Custodial	1057 Menard Incorporated	21460	Contractor Bags	23.56
81	7025	Supplies - Custodial	1029 Cintas Corporation	4164777747	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	163.33
82	7025	Supplies - Custodial	1029 Cintas Corporation	4165474654	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	288.86
83	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	21939	Blades, Welder Pencil, T Square, Trowel, Etc.	41.93
84	7035	Supplies - Equipment R&M	1047 Home Depot Credit Svcs	9626082	Antibacterial Spray & Dust Filter	33.95

City of Des Plaines

Warrant Register 09/18/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
85	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1127365	Door Cylinder - City Hall	157.30
86	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1128190	Padlock	35.27
87	7045	Supplies - Building R&M	1057 Menard Incorporated	21378	LED Light Bulbs - Fire Station #62	69.95
88	7045	Supplies - Building R&M	1057 Menard Incorporated	21382	Brushes, Router Bits, & Wood Putty - City Hall	31.65
89	7045	Supplies - Building R&M	1057 Menard Incorporated	21395	Router Bit - City Hall	19.99
90	7045	Supplies - Building R&M	1057 Menard Incorporated	21410	5 Eye Bolts - PW	1.65
91	7045	Supplies - Building R&M	1057 Menard Incorporated	21411A	Sealant, Door Foam, Backer Rod - PW	77.85
92	7045	Supplies - Building R&M	1057 Menard Incorporated	21438	Faucet Replacement - City Hall	153.94
93	7045	Supplies - Building R&M	1057 Menard Incorporated	21494	Tape & Couplings - City Hall	19.25
94	7045	Supplies - Building R&M	1057 Menard Incorporated	21507	Insulation - City Hall	19.94
95	7045	Supplies - Building R&M	1057 Menard Incorporated	21535	Plywood - City Hall	123.96
96	7045	Supplies - Building R&M	1057 Menard Incorporated	21649	Screws, Batteries, Brushes, Drill Bits, Putty Knife, Etc.	90.01
97	7045	Supplies - Building R&M	1057 Menard Incorporated	21722	Condensate Pump, PVC Pipe, Vinyl Tube, Etc. - City Hall	105.90
98	7045	Supplies - Building R&M	1057 Menard Incorporated	21724	Toilet Bolt Caps, Bolt Set - Food Pantry	6.28
99	7045	Supplies - Building R&M	1057 Menard Incorporated	21777	Returned Condensate Pump, PVC Elbow, Adapter, Etc. - City Hall	(60.78)
100	7045	Supplies - Building R&M	1057 Menard Incorporated	21784	4 Light Bulbs - City Hall	39.40
101	7045	Supplies - Building R&M	1057 Menard Incorporated	21795	Pipe, Coupling, Primer Cleaner, PVC Cement, Etc. - City Hall	27.60
102	7045	Supplies - Building R&M	1057 Menard Incorporated	21945A	Vinyl Roller - City Hall	22.99
103	7045	Supplies - Building R&M	1057 Menard Incorporated	21960	Cabinet Pulls - City Hall	20.50
104	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	4440	Sinktrap, Locknut, Strainer, Plumbers Putty - Fire Station #63	32.00
105	7045	Supplies - Building R&M	1057 Menard Incorporated	44582	Light Bulbs - Fire Station #62	615.95
106	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4510452	Insulation - City Hall	51.38
107	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	5835-9	1 Gal White Paint - PW	69.51
108	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	5836-7	Paint Rollers - PW	5.00
109	7140	Electricity	1033 ComEd	0169072100-08/23	Electricity Service 07/05-08/03/2022	35.17
110	7140	Electricity	1033 ComEd	0459113083-08/23	Electricity Service 07/13-08/11/2023	6,190.37
111	7140	Electricity	1033 ComEd	0801154263-08/23	Electricity Service 07/05-08/03/2022	24.72
112	7140	Electricity	1033 ComEd	2685017085-08/23	Electricity Service 07/05-08/03/2022	113.76
113	7140	Electricity	1033 ComEd	4974385007-08/23	Electricity Service 07/10-08/08/2023	24.14

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
114	7140	Electricity	1033 ComEd	4974507003-08/23	Electricity Service 07/05-08/03/2022	393.85
115	7140	Electricity	1033 ComEd	5310485089-08/23	Electricity Service 07/05-08/03/2022	54.12
116	7140	Electricity	1033 ComEd	5310487056-08/23	Electricity Service 07/05-08/03/2022	124.84
117	7140	Electricity	1033 ComEd	5310488160-08/23	Electricity Service 07/05-08/03/2022	23.48
118	7140	Electricity	1033 ComEd	5310489194-08/23	Electricity Service 07/05-08/03/2022	23.48
119	7140	Electricity	1033 ComEd	5310490044-08/23	Electricity Service 07/05-08/03/2022	113.78
120	7140	Electricity	1033 ComEd	5310491292-08/23	Electricity Service 07/05-08/03/2022	23.48
121	7140	Electricity	1033 ComEd	5310492075-08/23	Electricity Service 07/05-08/03/2022	23.48
122	7140	Electricity	1033 ComEd	5310494104-08/23	Electricity Service 07/05-08/03/2022	23.48
123	7140	Electricity	1033 ComEd	5310495085-08/23	Electricity Service 07/05-08/03/2022	74.29
124	7140	Electricity	1033 ComEd	5310649010-08/23	Electricity Service 07/05-08/03/2022	25.23
125	7140	Electricity	1033 ComEd	5310666020-08/23	Electricity Service 07/05-08/03/2022	1,140.95
126	7145	Water/Sewer	1031 Des Plaines, City of	71110082-3-08/23	Utility Service - 1460 Miner - 06/30-07/31/2023	131.31
127	7200	Other Supplies	1057 Menard Incorporated	21523	7 Storage Bins - PW	32.93
Total 535 - Facilities & Grounds Maintenance					36,033.80	

Division: 540 - Vehicle Maintenance						
128	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	133.83
129	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2568079	78 Tires Recycled - 08/23/2023	418.07
130	6135	Rentals	1029 Cintas Corporation	4164820643	Mechanic's Uniform Rental - 08/16/2023	231.68
131	6135	Rentals	1029 Cintas Corporation	4165553445	Mechanic's Uniform Rental - 08/23/2023	231.68
132	6195	Miscellaneous Contractual Services	8481 Linde Gas & Equipment Inc	37792683	Cylinder Rental - 07/20-08/20/2023	1,052.09
133	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	23642	Wheel Alignment - PW 2036 - 08/22/2023	65.00
134	6310	R&M Vehicles	8853 Wilmette Truck & Bus	2545	Safety Lane Inspections - PW Vehicles - 08/28/2023	259.50
135	6310	R&M Vehicles	1675 Universal Hydraulic Services & Sales Inc	46768	Cylinder Rebuild - PW 5089 - 08/24/2023	1,175.00
136	7000	Office Supplies	1644 Warehouse Direct Inc	5561064-0	Stamp, Copy Paper, Pens, Pads - PW	18.75
137	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	21405	Drill Bit & Couplers - PW Tools	83.31
138	7030	Supplies - Tools & Hardware	1043 WW Grainger Inc	9803005066	Grinding Discs & Disposable Respirator - PW Stock	138.57
139	7035	Supplies - Equipment R&M	2168 Petroleum Technologies Equipment, Inc	33363	2 Readers for Fuel Dispensers - PW 5PW3	733.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
140	7035	Supplies - Equipment R&M	2168 Petroleum Technologies Equipment, Inc	33400 RFN Nozzle - PW 5PW3	364.00
141	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	870288 Hydraulic Hoses - Stock	425.25
142	7035	Supplies - Equipment R&M	1575 Pirtek O'Hare	OH-T00026092 Couplers - PW 5027	118.59
143	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W12943 2 Cylinders - PW 5027	1,640.06
144	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0375672 Brake Rotors - Police 6104 & Stock	729.48
145	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0375741 4 Brake Pads - Police Stock	483.12
146	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	101348278 Brass Fittings, Nuts, & Washers - PW Stock	439.07
147	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-164540 Rubber Plugs & JB Weld - PW 5085	15.04
148	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-165619 Blower Motor - PW 5118	185.83
149	7040	Supplies - Vehicle R&M	1501 Foster Coach Sales Inc	26278 4 Pump Panel Lights - Fire Stock	187.40
150	7040	Supplies - Vehicle R&M	1501 Foster Coach Sales Inc	26336 2 LED Turn Lights - Fire 7703	520.80
151	7040	Supplies - Vehicle R&M	8244 Des Plaines Ace Hardware	4485 Fasteners & Compression Nuts - PW 5113	2.78
152	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	557086P Gasket - PW Stock	25.34
153	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	557616P Exhaust Flex Tube - Police 6102	242.66
154	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	557688P Window Switch - Police 6094	98.76
155	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	869776 Core Deposit Returned - Police Stock	(36.00)
156	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	870140 Power Steering Hose - PW 5067	25.37
157	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	870155 Diesel Exhaust Fluid - PW Stock	165.90
158	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	870390 Batteries & Core Deposits - Police 6901 & Stock	286.24
159	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	870417 Power Steering Hose - PW 5067	44.11
160	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	870429 Alternator & Core Deposit - Police 6901	172.42
161	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	870459 Parts & Core Returns - Police 6901	(126.23)
162	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	870612 2 Filters - Fire 7703	70.77
163	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM555398P Returned Bulb - PW 5131	(4.60)
164	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM557086P Gasket Returned - PW Stock	(25.34)
165	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P23910 Handles & Lift Bar Springs - Fire 7603	42.99
166	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101126551:01 2 Center Support Brackets - PW Stock	140.56
167	7120	Gasoline	8331 Avalon Petroleum Company Inc	473073 3,500 Gals Unleaded Gasoline - 08/11/2023, R-162-22	8,389.59

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
168	7130 Diesel	8331 Avalon Petroleum Company Inc	031172	2,500 Gals Bio Diesel Fuel - 08/11/2023, R-162-22	6,717.35
169	7320 Equipment < \$5,000	1043 WW Grainger Inc	9817973234	Window Screens - PW Shop Equipment	107.49
Total 540 - Vehicle Maintenance					25,989.28

Total 50 - Public Works & Engineering	187,597.33
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Police Department					
Division: 100 - Administration					
170	6015 Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	184.33
Total 100 - Administration					184.33

Division: 610 - Uniformed Patrol					
171	5325 Training	1261 North East Multiregional Training	332514	Building Entry Class 8/8-8/9/2023 (2 Ofc)	350.00
172	5325 Training	1261 North East Multiregional Training	332900	Reid Interviewing 8/8-8/10/2023 (2 Ofc)	800.00
173	6015 Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	2,453.58
174	7300 Uniforms	1489 JG Uniforms Inc	119695	4 Police Polo Shirts	140.00
Total 610 - Uniformed Patrol					3,743.58

Division: 620 - Criminal Investigation					
175	6015 Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	919.26
Total 620 - Criminal Investigation					919.26

Division: 630 - Support Services					
176	5320 Conferences	1438 Association of Police Social Workers	000104	Social Services Luncheon 9/22/2023 Soc Wrkr, Chief, 2 DC, Admin	160.00
177	6015 Communication Services	8484 PTS Communications Inc	2110215	3 Public Pay Phones Monthly Fee 9/1-9/30/2023	228.00
178	6015 Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	441.70
179	6195 Miscellaneous Contractual Services	8566 Andy Frain Services Inc	342946	2023 Crossing Guard Services 7/1-7/31/2023	2,314.80
180	6305 R&M Equipment	2232 IL Department of Agriculture	7Q000012	Certification of Portable Truck Scales 8/23/2023	400.00
181	7000 Office Supplies	1644 Warehouse Direct Inc	5557569-0	Paper, Rubberbands, Batteries	557.71
182	7000 Office Supplies	1644 Warehouse Direct Inc	5557862-0	Paper, Correction Tape	315.08
183	7015 Supplies - Police Range	1244 Ray O'Herron Company Inc	2290339	1000 Rds of .223 Cal Ammunition	1,238.75
Total 630 - Support Services					5,656.04

Total 60 - Police Department	10,503.21
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Fire Department					
Division: 100 - Administration					
184	6015 Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	358.18
Total 100 - Administration					358.18

Division: 710 - Emergency Services					
185	6015 Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	951.26

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
186	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	828.29
187	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-23-09	R-141-13 Monthly Dispatch Service September 2023	66,587.00
188	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8004500952	Shredding Serv. Fire Admin. Container Removal 07/21/23 & 8/3/23	206.83
189	6195	Miscellaneous Contractual Services	8920 Finer Line Inc, The	89340	9 Retirement Bricks for Station 61 08/09/2023	352.14
190	6305	R&M Equipment	1519 Sensit Technologies	0350925-IN	Meter Sensor & Pump Repair 8/23/23	139.46
191	7025	Supplies - Custodial	1043 WW Grainger Inc	9799940011	Return 1- 6 Pack Continuous Paper Towel Roll	(71.56)
192	7025	Supplies - Custodial	1043 WW Grainger Inc	9810424532	6 Scrubbers, 2 Cases Trash Bags, Dish Detergent, 2 Cases Cleaner	262.23
193	7025	Supplies - Custodial	1043 WW Grainger Inc	9811332981	1 Canister Laundry Detergent	104.36
194	7025	Supplies - Custodial	1043 WW Grainger Inc	9812501543	5 Toilet Brushes	231.05
195	7035	Supplies - Equipment R&M	1080 Air One Equipment Inc	196702	2 G1 Regulators	123.25
196	7200	Other Supplies	3297 Bound Tree Medical LLC	85064342	2 Cases Splints, 2 Cases Curaplex Quick Connect Carriers	2,027.38
197	7200	Other Supplies	1047 Home Depot Credit Svcs	971395	Roof Prop Wood	974.86
198	7300	Uniforms	3212 On Time Embroidery Inc	113830	3 Shirts - Paramedic	48.00
199	7300	Uniforms	3212 On Time Embroidery Inc	114024	18 Badges - Quartermaster Stock	1,602.00
200	7300	Uniforms	3212 On Time Embroidery Inc	114348	2 Badges - Quartermaster Stock	178.00
201	7300	Uniforms	3212 On Time Embroidery Inc	114445	2 Polos- Engineer	100.00
202	7300	Uniforms	3212 On Time Embroidery Inc	114446	4 Polos - Paramedic	192.00
203	7300	Uniforms	3212 On Time Embroidery Inc	114447	4 Polos - Paramedic	192.00
204	7300	Uniforms	3212 On Time Embroidery Inc	114480	4 Cap Badge Rosettes - Quartermaster Stock	24.00
205	7300	Uniforms	3212 On Time Embroidery Inc	114490	7 Caps, 14 Shirts - Quartermaster Stock	346.00
206	7300	Uniforms	3212 On Time Embroidery Inc	114543	1 Jacket - Paramedic	79.00
207	7300	Uniforms	3212 On Time Embroidery Inc	114546	1 Jogger, 2 Shorts - Paramedic	173.00
208	7300	Uniforms	3212 On Time Embroidery Inc	115198	1 Cap, 2 Nameplates, 2 Collar Brass, 1 Badge - Engineer	170.00
209	7320	Equipment < \$5,000	8616 Conway Shield Inc	0510983	13 Shields - Firefighter, Battalion Chief	742.50
Total 710 - Emergency Services					76,563.05	

Division: 720 - Fire Prevention

210	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	245.79
Total 720 - Fire Prevention					245.79	

Division: 730 - Emergency Management Agency

211	6015	Communication Services	1936 DTN LLC	6346660	2023 Weather and Billing Support for EMA 09/08/2023 - 10/07/2023	431.00
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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
212	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	92.54
Total 730 - Emergency Management Agency					523.54	

Total 70 - Fire Department	77,690.56
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Department: 75 - Fire & Police Commission						
213	5340	Pre-Employment Testing	5372 COPS & FIRE Personnel Testing Service	108356	3 Pre-Employment Psychological Testing Services 8/2-8/3/2023	1,350.00
214	5340	Pre-Employment Testing	5213 Shaughnessy, Kevin W	M0807a	1 Pre-Employment Polygraph Testing Service 8/07/2023	230.00
215	5340	Pre-Employment Testing	5213 Shaughnessy, Kevin W	M0819b	1 Pre-Employment Polygraph Testing Service 8/19/2023	230.00
Total 75 - Fire & Police Commission					1,810.00	

Total 100 - General Fund	338,707.96
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Fund: 230 - Motor Fuel Tax Fund						
216	7140	Electricity	1033 ComEd	0193753007-08/23	Electricity Service 07/10-08/08/23	83.62
217	7140	Electricity	1033 ComEd	0237106099-08/23	Electricity Service 07/05-08/03/2023	299.82
218	7140	Electricity	1033 ComEd	0392121005-08/23	Electricity Service 07/05-08/03/2022	216.73
219	7140	Electricity	1033 ComEd	0445091056-08/23	Electricity Service 07/05-08/03/2023	498.06
220	7140	Electricity	1033 ComEd	0725000037-08/23	Electricity Service 07/06-08/04/2023	39.09
221	7140	Electricity	1033 ComEd	1273119011-08/23	Electricity Service 07/06-08/04/2023	2,687.06
222	7140	Electricity	1033 ComEd	1521117181-08/23	Electricity Service 07/05-08/03/2022	279.48
223	7140	Electricity	1033 ComEd	2493112068-08/23	Electricity Service 07/05-08/03/2022	39.54
224	7140	Electricity	1033 ComEd	2607132134-08/23	Electricity Service 07/03-08/02/2023	279.61
225	7140	Electricity	1033 ComEd	2644104014-08/23	Electricity Service 07/03-08/02/2023	244.32
226	7140	Electricity	1033 ComEd	2901166089-08/23	Electricity Service 07/05-08/03/2022	598.47
227	7140	Electricity	1033 ComEd	2943015087-08/23	Electricity Service 06/20-07/18/2023	15,011.30
228	7140	Electricity	1033 ComEd	2943015087-8/23	Electricity Service 05/19-06/20/2023	15,352.49
229	7140	Electricity	1033 ComEd	2943015087-8/23A	Electricity Service 05/19-06/20/2023 Credit	(15,359.76)
230	7140	Electricity	1033 ComEd	3471079047-08/23	Electricity Service 07/05-08/03/2022	39.66
231	7140	Electricity	1033 ComEd	6045062008-08/23	Electricity Service 07/05-08/03/2022	76.11
232	8100	Improvements	1086 Arrow Road Construction Company	2023-CIP-MFT-P4	R-88-23 CIP MFT 23-00228-00-RS - Street Imp. 7/19-8/21/23	114,571.82
233	8100	Improvements	1364 Martam Construction	2023-Concrete-P5	2023 CIP Concrete Improvements 08/17-08/29/2023 R-77-23	72,074.60
Total 230 - Motor Fuel Tax Fund					207,032.02	

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 260 - Asset Seizure Fund						
Program: 2620 - DEA						
234	6300	R&M Software	7920 SF Mobile-Vision Inc	53477	Maint Agreement for In-Car/ Body Cam Soft 9/22/2023-9/21/2024	17,250.00
235	6305	R&M Equipment	7920 SF Mobile-Vision Inc	53476	DVD Burner Maintenance 9/21/2023- 9/20/2024	2,115.00
Total 2620 - DEA					19,365.00	

Total 260 - Asset Seizure Fund					19,365.00
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Fund: 400 - Capital Projects Fund						
236	6000	Professional Services	1123 Christopher B Burke Engineering LTD	185793	R-113-23 TO #4 - 2023 CIP Const Eng Services 06/25-07/29/2023	27,955.00
237	6000	Professional Services	8492 TranSystems Corporation	4211740-13	R-171-21 Ph 1 Eng Srv-Algonquin Rd Grade Sep 06/17-08/18/2023	16,620.88
238	6000	Professional Services	2436 Haeger Engineering LLC	91576	Police Station Addition Engineering Services 05/04-07/17/2023	80.00
239	6000	Professional Services	2436 Haeger Engineering LLC	91597	2024 CIP Topographic Surveying Services 07/11-08/22/2023	22,307.50
240	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	280.55
241	8100	Improvements	1086 Arrow Road Construction Company	2023-CIP-MFT-P4	R-88-23 CIP MFT 23-00228-00-RS - Street Imp. 7/19-8/21/23	105,819.10
Total 400 - Capital Projects Fund					173,063.03	

Fund: 410 - Equipment Replacement Fund						
242	8020	Vehicles	3315 Regional Truck Equipment	60004	Upfit 2023 Ford F-250 Truck - 08/21/2023, R-79-23	14,992.00
Total 410 - Equipment Replacement Fund					14,992.00	

Fund: 420 - IT Replacement Fund						
243	6140	Leases	5109 Konica Minolta Premier Finance	5026402911	Konica Minolta Lease 9/21/23-10/20/23	7,304.18
244	8005	Computer Hardware	5068 IT Savvy LLC	01445841	11 Cisco 9300 Switches for City Hall R-104- 23	77,506.88
Total 420 - IT Replacement Fund					84,811.06	

Fund: 430 - Facilities Replacement Fund						
245	6000	Professional Services	7661 FGM Architects Inc	20-2890.01-13	Addition Design-Police Station - 01/28/2023- 07/28/2023, R-65-20	2,431.01
246	6000	Professional Services	7661 FGM Architects Inc	20-2890.01-13A	Storm Shelter Review - Police Station - 01/28/ 07/28/2023	2,243.99
247	6000	Professional Services	7661 FGM Architects Inc	20-2890.02-5	TO#4 Construction Admin - Police - 07/01- 07/28/2023, R-49-23	25,850.00
248	6000	Professional Services	7661 FGM Architects Inc	20-2890.03-1	TO#3 Add Furniture Design - Police - 07/01- 07/28/2023, R-214-22	4,965.40
249	6000	Professional Services	7661 FGM Architects Inc	20-2890.04-1	TO#2 Furniture Inventory - Police - 07/01- 07/28/2023	16,750.00
250	6000	Professional Services	7661 FGM Architects Inc	23-3847.01-1	TO#6 Corridor Layout-City Hall 3rd Fl-07/01- 07/28/2023, R-214-22	5,000.00
251	6315	R&M Buildings & Structures	5068 IT Savvy LLC	01444619	Network Equipment - Police Station - 08/18/2023 R-98-23	74,952.80
252	6315	R&M Buildings & Structures	8826 Chem-Wise Pest Management	1164016	Pest Control - Leela Building - 07/12/2023	50.00
253	7045	Supplies - Building R&M	1057 Menard Incorporated	21839	Air Conditioner & Sealant - 620 Lee St	473.97
Total 430 - Facilities Replacement Fund					132,717.17	

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 500 - Water/Sewer Fund					
Non Departmental					
Division: 000 - Non Divisional					
254	4601	New Construction - Sale of Water	4043 G&H Developers Corp	Refund 08/29/23 Hydrant Meter Refund 08/29/2023	(47.44)
Total 000 - Non Divisional					(47.44)
Division: 510 - Engineering					
255	6015	Communication Services	1552 Verizon Wireless	9941956752 Communication Service 07/14-08/13/2022	42.17
Total 510 - Engineering					42.17
Division: 550 - Water Systems					
256	6015	Communication Services	1552 Verizon Wireless	9941956752 Communication Service 07/14-08/13/2022	47.64
257	6015	Communication Services	1552 Verizon Wireless	9941956752 Communication Service 07/14-08/13/2022	764.26
258	6195	Miscellaneous Contractual Services	8683 T and T Landscape Construction Inc	11080 Parkway Maintenance - 08/01-08/08/2023, R-184-22	5,018.75
259	6310	R&M Vehicles	4280 Rush Truck Centers of Illinois Inc	3033823909 Boost Leak Repair & DPF Cleaning - PW 9032 - 08/19/2023	2,018.64
260	7000	Office Supplies	1644 Warehouse Direct Inc	5561064-0 Stamp, Copy Paper, Pens, Pads - PW	18.75
261	7020	Supplies - Safety	4093 White Cap LP	50023439690 Tie Down Ratchet Strap & Hard Hat	110.37
262	7035	Supplies - Equipment R&M	6224 Bumper to Bumper	408-1344796 Oil Filter - PW 9037	18.29
263	7035	Supplies - Equipment R&M	6224 Bumper to Bumper	408-1344797 Oil Filter - PW 9037	18.29
264	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	870288 Hydraulic Hoses - Stock	850.50
265	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	871124 2 Air Filters - PW 9014	46.56
266	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI20191355 Carburetor for Cut Off Saw	56.99
267	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI20364480 5 Gals 4 Cycle Fuel	163.99
268	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W12764 Side Window - PW 9037	199.13
269	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W12765 Returned Window - PW 9037	(208.16)
270	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W13202 Tie Rod End Assemblies - PW 9014	1,093.50
271	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	101379736 Brass, Bits, & Hardware - PW Stock	180.65
272	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	870388 Core Deposits Returned - PW 9007	(110.72)
273	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	871106 2 Reducer Sleeves - PW Stock	73.36
274	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	21679 Post Hole Digger & Garden Spade	79.97
275	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	4480 Silicone	21.57
276	7070	Supplies - Water System Maintenance	1047 Home Depot Credit Svcs	9084492 Saw Blade - PW Water	29.97
277	7070	Supplies - Water System Maintenance	1043 WW Grainger Inc	9814375870 3 Coolers - PW Repair Crews	139.71
278	7120	Gasoline	8331 Avalon Petroleum Company Inc	473073 3,500 Gals Unleaded Gasoline - 08/11/2023, R-162-22	2,800.21

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
279	7130	Diesel	8331 Avalon Petroleum Company Inc	031172 2,500 Gals Bio Diesel Fuel - 08/11/2023, R-162-22	1,212.75
280	7140	Electricity	1033 ComEd	0718079040-08/23 Electricity Service 07/05-08/03/2022	54.38
281	7140	Electricity	1033 ComEd	2382141015-08/23 Electricity Service 07/05-08/03/2022	37.41
282	7140	Electricity	1033 ComEd	2902009038-08/23 Electricity Service 06/30-08/01/2023	74.21
283	7140	Electricity	1033 ComEd	3526170000-08/23 Electricity Service 06/30-08/01/2023	61.92
284	7140	Electricity	1033 ComEd	4436122006-08/23 Electricity Service 07/13-08/11/2023	7,890.27
285	7140	Electricity	1033 ComEd	5646761001-08/23 Electricity Service 06/30-08/01/2023	23.73
286	7140	Electricity	1033 ComEd	6152054027-08/23 Electricity Service 07/03-08/02/2023	14,672.68
287	7320	Equipment < \$5,000	1552 Verizon Wireless	9941956752 Communication Service 07/14-08/13/2022	209.99
288	7320	Equipment < \$5,000	1552 Verizon Wireless	9941956752 Communication Service 07/14-08/13/2022	413.72
289	7550	Miscellaneous Expenses	1076 Sam's Club Direct	006554 GTFORM Returned Coolers - PW Repair Crews	(269.94)
290	7550	Miscellaneous Expenses	1076 Sam's Club Direct	3239 Snacks - PW Repair Crews 08/14/2023	56.94
291	7550	Miscellaneous Expenses	1076 Sam's Club Direct	5109 Snacks & Supplies - PW Repair Crews 08/21/2023	472.88
292	7550	Miscellaneous Expenses	1076 Sam's Club Direct	6301 Snacks - PW Repair Crews 08/23/2023	73.38
Total 550 - Water Systems					38,416.54

Division: 560 - Sewer Systems						
293	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	568.30
294	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	76.02
295	6505	Subsidy - Sewer Lateral Program	8925 Petterson, Greg	SLP23-010	Sewer Lateral Rebate 08/21/2023	2,910.00
296	6505	Subsidy - Sewer Lateral Program	8926 Rolla, Joseph A	SLP23-011	Sewer Lateral Rebate 08/21/2023	1,878.00
297	6510	Subsidy - Flood Assistance	8927 Vogel, Michael Danielewicz	FRP23-005	Flood Rebate Program 08/21/2023	2,000.00
298	6510	Subsidy - Flood Assistance	8928 Ruzicka, Benjamin Theodore	FRP23-006	Flood Rebate Program 08/21/2023	2,000.00
299	6510	Subsidy - Flood Assistance	8657 Rothfield, Caroline	FRP23-007	Flood Rebate Program 08/21/2023	560.10
300	6510	Subsidy - Flood Assistance	8929 Gresham, Kristyn A	FRP23-008	Flood Rebate Program 08/21/2023	2,000.00
301	6510	Subsidy - Flood Assistance	8930 Wojtun, Patricia	FRP23-009	Flood Rebate Program 08/21/2023	2,000.00
302	7000	Office Supplies	1644 Warehouse Direct Inc	5561064-0	Stamp, Copy Paper, Pens, Pads - PW	18.75
303	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	870288	Hydraulic Hoses - Stock	141.75
304	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	101379708	Electrical Connectors & Pins - PW Stock	288.63
305	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	870304	Fuse Link - PW 8029	6.31

City of Des Plaines

Warrant Register 09/18/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
306	7040	Supplies - Vehicle R&M	1202 Standard Equipment Co	P44778	Debris Hoses - PW 8020	1,461.66
307	7120	Gasoline	8331 Avalon Petroleum Company Inc	473073	3,500 Gals Unleaded Gasoline - 08/11/2023, R-162-22	1,086.45
308	7130	Diesel	8331 Avalon Petroleum Company Inc	031172	2,500 Gals Bio Diesel Fuel - 08/11/2023, R-162-22	1,147.40
309	7140	Electricity	1033 ComEd	0096017042-08/23	Electricity Service 07/05-08/03/2022	546.32
310	7140	Electricity	1033 ComEd	0575134020-08/23	Electricity Service 06/30-08/02/2023	91.07
311	7140	Electricity	1033 ComEd	0640144010-08/23	Electricity Service 07/05-08/03/2022	36.00
312	7140	Electricity	1033 ComEd	0762050019-08/23	Electricity Service 07/06-08/04/2023	22.02
313	7140	Electricity	1033 ComEd	2038128006-08/23	Electricity Service 07/05-08/01/2023	50.37
314	7140	Electricity	1033 ComEd	2148094073-08/23	Electricity Service 07/06-08/04/2023	55.20
315	7140	Electricity	1033 ComEd	3240002012-08/23	Electricity Service 07/25-08/23/2023	461.63
316	7140	Electricity	1033 ComEd	3461136053-08/23	Electricity Service 07/03-08/02/2023	39.62
317	7140	Electricity	1033 ComEd	3526009006-08/23	Electricity Service 07/05-08/03/2022	98.32
318	7140	Electricity	1033 ComEd	3657136067-08/23	Electricity Service 07/05-08/03/2022	79.41
319	7140	Electricity	1033 ComEd	3773008060-08/23	Electricity Service 06/30-08/01/2023	93.49
320	7140	Electricity	1033 ComEd	4995025051-08/23	Electricity Service 07/03-08/02/2023	27.21
321	7140	Electricity	1033 ComEd	5060090016-08/23	Electricity Service 07/06-08/04/2023	124.55
322	7140	Electricity	1033 ComEd	5814097012-08/23	Electricity Service 07/05-08/03/2022	27.88
323	7140	Electricity	1033 ComEd	6331089024-08/23	Electricity Service 06/30-08/01/2023	246.35
324	7320	Equipment < \$5,000	4640 Albany Steel & Brass Corporation	147900	Cut-Off Saw	1,699.00
325	7320	Equipment < \$5,000	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	209.99
326	8015	Equipment	8809 USABLUBOOK	INV00106033	Davit Arm Floor Mount Sleeve	1,226.69
Total 560 - Sewer Systems					23,278.49	

Division: 580 - CIP - Water/Sewer						
327	6000	Professional Services	2436 Haeger Engineering LLC	91246	TO#2 Eng & Survey - Dulles - 04/07-05/18/2023, R-215-22	4,330.00
Total 580 - CIP - Water/Sewer					4,330.00	

Total 00 - Non Departmental					66,019.76
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Department: 30 - Finance						
328	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	61.44

City of Des Plaines

Warrant Register 09/18/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
329	7000	Office Supplies	1644 Warehouse Direct Inc	5559786-0	2 Ctns of Paper, 1 Pack of Tape & 1 Box of Folders	83.87
Total 30 - Finance					145.31	

Total 500 - Water/Sewer Fund	66,165.07
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Fund: 510 - City Owned Parking Fund						
330	6320	R&M Parking Lots	1728 Total Parking Solutions Inc	106419	Parking Machine Service Repairs - Civic Deck - 08/17/2023	355.00
331	6320	R&M Parking Lots	8049 Cross Points Sales Inc	P 81103	Elevator Testing - Civic Deck - 08/07/2023	450.00
332	7060	Supplies - Parking Lots	8244 Des Plaines Ace Hardware	4478	2 Gals Disinfectant - Parking Decks	23.38
333	7060	Supplies - Parking Lots	1047 Home Depot Credit Svcs	7074882	10 Bottles Fabuloso	79.80
334	7060	Supplies - Parking Lots	2313 City Electric Supply Company (CES)	DEP/065674	LED Lights - Library Parking Deck	77.92
335	7140	Electricity	1033 ComEd	0354464001-08/23	Electricity Service 07/05-08/03/2023	1,527.83
336	7140	Electricity	1033 ComEd	2239082030-08/23	Electricity Service 07/05-08/03/2022	1,041.56
337	7140	Electricity	1033 ComEd	4722388001-08/23	Electricity Service 07/05-08/03/2022	19.44
338	7140	Electricity	1033 ComEd	4791127023-08/23	Electricity Service 07/05-08/03/2022	1,027.44
339	7140	Electricity	1033 ComEd	5310303000-08/23	Electricity Service 07/05-08/03/2022	193.43
Total 510 - City Owned Parking Fund					4,795.80	

Fund: 520 - Metra Leased Parking Fund						
340	6015	Communication Services	1552 Verizon Wireless	9941956752	Communication Service 07/14-08/13/2022	72.02
341	7140	Electricity	1033 ComEd	5222730006-08/23	Electricity Service 06/30-08/01/2023	94.12
Total 520 - Metra Leased Parking Fund					166.14	

Fund: 700 - Escrow Fund						
342	2224	Special Event - Food Truck Round Up	3292 Service Sanitation Inc	8636676	Restroom Rental for Food Truck Round Up on 8/15/23	350.00
343	2464	Hydrant Deposits	8932 Everlast Blacktop Inc	Refund 06/19/23	Hydrant Meter Refund 06/19/2023	1,100.00
344	2464	Hydrant Deposits	4043 G&H Developers Corp	Refund 08/29/23	Hydrant Meter Refund 08/29/2023	1,100.00
Total 700 - Escrow Fund					2,550.00	

Grand Total	1,044,365.27
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City of Des Plaines

Warrant Register 09/01/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
City Administration					
Division: 210 - City Manager					
345	6000	Professional Services	2407 Prescient Solutions	0723101R IT Audit Services - Replaces ACH 13890 dtd 08/21/2023	5,000.00
Total 210 - City Manager					5,000.00
Division: 230 - Information Technology					
346	5310	Membership Dues	1076 Sam's Club Direct	999999 GTAKCI Sam's Club 2023-2024 City-Wide Membership Dues	45.00
Total 230 - Information Technology					45.00
Division: 240 - Media Services					
347	5310	Membership Dues	1076 Sam's Club Direct	999999 GTAKCI Sam's Club 2023-2024 City-Wide Membership Dues	45.00
Total 240 - Media Services					45.00
Total 20 - City Administration					5,090.00
Department: 30 - Finance					
348	5310	Membership Dues	1076 Sam's Club Direct	999999 GTAKCI Sam's Club 2023-2024 City-Wide Membership Dues	50.00
Total 30 - Finance					50.00
Public Works & Engineering					
Division: 100 - Administration					
349	5310	Membership Dues	1076 Sam's Club Direct	999999 GTAKCI Sam's Club 2023-2024 City-Wide Membership Dues	45.00
Total 100 - Administration					45.00
Division: 535 - Facilities & Grounds Maintenance					
350	7110	Natural Gas	1064 Nicor	08/14/23 x451619 Natural Gas Service 07/14-08/13/2023	49.84
351	7110	Natural Gas	1064 Nicor	08/14/23 x465297 Natural Gas Service 07/14-08/13/2023	169.25
352	7110	Natural Gas	1064 Nicor	08/14/23 x532457 Natural Gas Service 07/06-08/13/2023	64.77
Total 535 - Facilities & Grounds Maintenance					283.86
Total 50 - Public Works & Engineering					328.86
Police Department					
Division: 610 - Uniformed Patrol					
353	6015	Communication Services	1032 Comcast	08/18/2023 x6724 Internet/Cable Service Sept 2023	105.50
Total 610 - Uniformed Patrol					105.50
Division: 630 - Support Services					
354	5310	Membership Dues	1076 Sam's Club Direct	999999 GTAKCI Sam's Club 2023-2024 City-Wide Membership Dues	45.00
Total 630 - Support Services					45.00
Total 60 - Police Department					150.50

City of Des Plaines

Warrant Register 09/01/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fire Department					
Division: 720 - Fire Prevention					
355	5310	Membership Dues	1076 Sam's Club Direct	999999 GTAKCI Sam's Club 2023-2024 City-Wide Membership Dues	45.00
Total 720 - Fire Prevention					45.00
Division: 730 - Emergency Management Agency					
356	6015	Communication Services	1032 Comcast	08/22/2023 x6716 Internet/Cable Service Sept 2023	63.30
Total 730 - Emergency Management Agency					63.30
Total 70 - Fire Department					108.30
Department: 90 - Overhead					
357	6015	Communication Services	1032 Comcast	08/20/2023 x6732 Internet/Cable Service Sept 2023	63.30
358	6015	Communication Services	1032 Comcast	180366062 Internet/Cable Service 08/15-09/14/2023	1,575.00
359	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100163 98 Internet/Cable Service 08/21-09/20/2023	661.37
360	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100163 98 Internet/Cable Service 08/21-09/20/2023	407.41
361	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100163 98 Internet/Cable Service 08/21-09/20/2023	98.00
362	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100163 98 Internet/Cable Service 08/21-09/20/2023	370.00
363	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100163 98 Internet/Cable Service 08/21-09/20/2023	370.00
364	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100163 98 Internet/Cable Service 08/21-09/20/2023	591.00
365	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100163 98 Internet/Cable Service 08/21-09/20/2023	795.00
366	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100163 98 Internet/Cable Service 08/21-09/20/2023	500.00
Total 90 - Overhead					5,431.08
Total 100 - General Fund					11,158.74
Fund: 500 - Water/Sewer Fund					
Non Departmental					
Division: 550 - Water Systems					
367	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100163 98 Internet/Cable Service 08/21-09/20/2023	280.00
368	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100163 98 Internet/Cable Service 08/21-09/20/2023	320.00
Total 550 - Water Systems					600.00
Total 00 - Non Departmental					600.00
Grand Total					11,758.74

City of Des Plaines

Warrant Register 09/18/2023

Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,044,365.27 **	9/18/2023
Manual Checks	\$ 11,758.74 **	9/1/2023
Payroll	\$ 1,558,997.76	9/8/2023
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ -	
Chicago Water Bill ACH	\$ -	
Postage Meter Direct Debits	\$ -	
Utility Billing Refunds	\$ 637.36	8/25/2023
Debt Interest Payment	\$ -	
IMRF Payments	\$ -	
Employee Medical Trust	\$ 667,466.61	9/1/2023
Total Cash Disbursements:	<u>\$ 3,283,225.74</u>	

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Eighteenth Day of September 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: September 7, 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) JTC

Subject: **2777 Mannheim Road – Multiple-Building Restaurant Development:** Consideration of a Final Plat of Subdivision and Conditional Use for a Localized Alternative Sign Regulation (LASR) in the C-3 District, Case #23-045-FPLAT-CU LASR (6th Ward)

Issue: The petitioner's previous requests for a Tentative Plat of Subdivision and Conditional Uses for drive-through facilities for a proposed commercial redevelopment at 2777 Mannheim Road were heard by the PZB at their April 25, 2023 meeting and City Council at its July 17, 2023 meeting. The PZB approved the tentative plat and recommended approval of the conditional uses, which the City Council subsequently approved. As such, petitioner GW Property Group, LLC is now requesting the following "second step" approvals: (i) a Final Plat of Subdivision under Section 13-2-5 of the Subdivision Regulations to consolidate the existing lots into three lots of record; and (ii) a conditional use for a Localized Alternative Sign Regulation (LASR) under Section 12-11-8 of the Zoning Ordinance.

Applicant/Petitioner: GW Property Group, LLC, 2211 N. Elston Avenue, Suite 400, Chicago, IL

Owner: 2777 North Mannheim Property, LLC, 2211 N. Elston Avenue, Suite 400, Chicago, IL

Case Number: 23-045-FPLAT-CU LASR

PINs: 09-33-108-012-0000; -013; -014; -022; -023

Ward: #6, Alderman Mark Walsten

Existing Zoning: C-3, General Commercial District

Existing Land Use: Former Restaurant and Banquet Hall (Commercial)

Surrounding Zoning:
North: C-3, General Commercial District
South: C-3, General Commercial District
East: R-1, Single Family Residential District
West: Commercial (Village of Rosemont)

Surrounding Land Use: North: Car wash (commercial)
South: Commercial restaurant and retail development under construction, also by GW Properties
East: Railroad; then Greco Avenue and single-family residences
West: Hotel (Commercial) in Village of Rosemont

Street Classification: Mannheim Road is an arterial road under IDOT jurisdiction; Pratt Avenue is a local road under City of Des Plaines jurisdiction.

Comprehensive Plan : Commercial is the recommended use of the property.

Zoning/Property History: Based on City records, the subject property was annexed into the City in 1956. It was originally utilized as an office and warehouse building for Marland Oil Company until 1979, when the building was demolished and the site was cleared. In 1990, the footing and foundation was constructed for café La Cave, and a year later the restaurant/banquet hall was fully built out. The property has been utilized as a restaurant and banquet hall since.

Development Summary: Developer GW Properties, which is under construction for a multi-building restaurant-and-retail development on the *southeast* corner of Mannheim and Pratt (Outback Steakhouse, First Watch, Five Guys), is now also proposing a full redevelopment at the northeast corner—the former Café La Cave site. The proposed development is three new restaurants (“Class B” under the Zoning Ordinance) with indoor and outdoor seating and drive-throughs. The information for each proposed business is summarized below and described in detail in the attached Business Narratives.

- Guzman Y Gomez is a fast-casual restaurant proposed for the one-story stand-alone 2,850-square foot building positioned on the northern lot (Lot 1) of the commercial development. Their anticipated hours of operation are from 7:00 a.m. to 10:00 p.m. daily with five to ten employees on site at a given time. The building is designed with predominately brick material of varying colors, metal canopy structures, and an Exterior Insulation and Finish System (EIFS) accent.
- Cava is a fast-casual Mediterranean restaurant proposed for the one-story stand-alone 2,500-square foot building positioned in the center of the commercial development along Mannheim (Lot 2). Their anticipated hours of operation are from 10:45 a.m. to 10:00 p.m. daily with five to ten employees on site at a given time. The building is designed with predominately stucco material and finished wood accent.
- Raising Canes is a quick-service restaurant proposed for the one-story 3,300-square-foot building positioned on the southern lot (Lot 3) of the commercial development at the northeast corner of Mannheim and Pratt. Their anticipated hours of operation are from 9:30 a.m. to 1:30 a.m. Sunday through Thursday and 9:30 a.m. to 3:30 a.m. Friday to Saturday. There are expected to be eight to fifteen employees on site at a given time. The building is designed with predominately brick material of varying colors, finished wood accents, concrete masonry units, and metal canopy structures throughout.

FINAL PLAT OF SUBDIVISION

Request Summary:

Overview

The subject property consists of five lots of record in the C-3 district totaling 2.39 acres, all under the address of 2777 Mannheim Road. The petitioner received PZB approval of the Tentative Plat to consolidate the existing five lots into three. Now the petitioner is requesting a Final Plat of Subdivision titled Final Plat of 2777 Mannheim Road Subdivision for three lots as detailed below.

Lot	Lot Type	Lot Width	Lot Depth	Lot Area
Lot 1	Interior	125 feet (west); 140 feet (east)	208 feet (north); 244 feet (south)	29,740 SF (0.68 acres);
Lot 2	Interior	123 feet (west); 126 feet (east)	244 feet (north); 277 feet (south)	31,835 SF (0.73 acres);
Lot 3	Corner	125 feet (west); 143 feet (east)	277 feet (north); 288 feet (south)	42,869 SF (0.98 acres)

The subject property's unique shape is narrower on the north and gradually widens as it continues south. Thus, while the proposed lot widths are similar, the lot depths and areas increase substantially from proposed Lot 1 to proposed Lot 3. Nonetheless, all proposed lots meet the minimum lot depth requirement in Section 13-2-5.R of the Subdivision Regulations. Note that there are no lot width or lot area requirements for commercial districts.

Building Lines and Easements

The proposed subdivision shows the following building lines and easements: (i) a new 5-foot front building setback line along the west property line for all proposed lots where the proposed subdivision abuts Mannheim; (ii) a 25-foot rear building setback line along the east property line for all proposed lots of the subdivision; (iii) a five-foot side building setback line along the south of Lot 3, where the proposed subdivision abuts Pratt; and (iv) a new ten-foot-wide public utility and drainage easement extending throughout the development.

Subdivision Process, Required Public Improvements

Chapter 13-3 of the Subdivision Regulations allows the City to require various right-of-way (ROW) improvements based on criteria such as traffic and effect on adjacent properties. Under Section 13-3-1, the developer is required to: (i) grind and resurface the entire Pratt Avenue pavement along the frontage of the proposed development; (ii) re-stripe Pratt within existing ROW to allow a new turn lane from Pratt to Mannheim; and (iii) per IDOT comments, re-stripe Mannheim within existing ROW to allow a new left turn lane into the site and onto Pratt. Certain underground infrastructure are required to be installed to the standards required by Public Works and Engineering (PWE). Specifically, the developer will be required to install a new water main in the east Mannheim ROW, which will connect to existing water mains at both ends. The developer has provided PWE with an estimated cost of public improvements totaling \$236,291, an amount for which PWE has approved. A performance security in the form of a letter of credit, with the City named as the beneficiary, will be required to secure the improvements. An attached memo serves as PWE's approval (as noted) under Section 13-2-4.

CONDITIONAL USE LASR

Request Summary:

Overview

The proposal includes a request for a Localized Alternative Sign Regulation (LASR), which is a specialized sign plan eligible for certain types of developments. Recall the definition of a sign found in Section 12-13-3 as:

“Any object, device, or structure, or part thereof, which is used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images. Signs do not include the flag or emblem of any nation, state, city, or organization; works of art which in no way identify a product; scoreboards located on athletic fields.”

Section 12-11-8 of the Zoning Ordinance is meant to consider the potential unique sign needs for commercial shopping centers and multiple-building commercial or institutional developments such as medical centers, office parks, universities, and colleges. Section 12-11-8.A identifies the full list of use types eligible for a LASR, which was recently amended through Ordinance Z-12-23 on July 17, 2023 to expand the types of eligible developments. The proposed commercial development that is the subject of this application is now eligible.

The proposed commercial development consists of three separate restaurant buildings—otherwise classified as a multi-building commercial development—which meets the eligibility requirements for a LASR, subject to the review and approval of a conditional use permit by City Council. Since this is a new LASR for the subject property, the petitioner is requesting a conditional use.

Proposed Sign Plans

The proposal includes: (i) a multi-tenant monument sign plan for the entire development and (ii) separate sign plans for each proposed lot (all attached), which are summarized in more detail below. All signs related to the existing Café La Cave building will be removed as part of the redevelopment of the subject property, so all signs identified in this report will be new.

- **Site Multi-Tenant Monument Sign:** The proposed eight-foot-tall, 41-square-foot multi-tenant monument sign is located along Mannheim on proposed Lot 2 (Cava Site) and is intended to include signs for all three restaurant tenants. It also includes the official assigned addresses for the three new lots, which will be effective upon the approval by City Council and recording by Cook County of the Final Plat. Monument signs are limited by quantity, height, and area, all dependent on the total street frontage of the lot on which they are located. Lot 2 is shown on the attached Final Plat to have approximately 124 feet of frontage along Mannheim Road. Pursuant to Section 12-11-6.B, the sign meets the quantity, area, and setback requirements, but exceeds the maximum height of 5 feet for signs on lots having more than 120 feet of frontage on a single street, but less than 300 feet of frontage. However, through the LASR request and standards for conditional uses, the City Council may consider the nature of the multi-building commercial development and the multi-tenant sign’s purpose to reduce the overall number of signs on the site (i.e., more efficient than having a greater number of smaller signs).

- **Lot 1 (Guzman and Gomez) Sign Plan:** The attached Lot 1 Sign Plan consists of six wall signs proposed for the restaurant building, which are summarized in the table below. No ground signs are proposed for this lot. Note that the mural on the north (side) building elevation is classified as artwork and is not included in the sign calculations.

Sign ID*	Sign Type	Sign Location	Sign Area**
Sign A	Wall	West (front) elevation	22 SF
Sign C	Wall	East (rear) elevation	12 SF
Sign D	Wall	North (side) elevation	42 SF
Sign E	Wall	East (rear) elevation	7 SF
Sign F	Wall	South (side) elevation	38 SF
Sign G	Wall	East (rear) elevation; West (front) elevation	55 SF each (110 SF total)
Total Sign Area (Lot 1):			231 SF

*Sign B was removed from the plan.

**Sign areas rounded to the nearest whole number.

- **Lot 2 (Cava) Sign Plan:** The attached Lot 2 Sign Plan consists of three wall signs proposed for the restaurant building, which are summarized in the table below. No ground signs aside from the aforementioned site multi-tenant monument sign are proposed for this lot.

Sign ID	Sign Type	Sign Location	Sign Area*
“Digital Pickup”	Wall	North (side) elevation	8 SF
“Cava”	Wall	South (side) elevation	21 SF
“Cava”	Wall	West (front) elevation	21 SF
Total Sign Area (Lot 2):			50 SF

*Sign areas rounded to the nearest whole number.

- **Lot 3 (Raising Cane’s) Sign Plan:** The attached Lot 3 Sign Plan consists of multiple sign types including six wall signs, two window signs, one directional sign, and three drive-through menu board signs, which are summarized in the table below. Note the following:
 - The “One Love Heart” (Item D) on the west (front) building elevation and “Red Dog” (Item F) on the south (side) building elevation are classified as artwork and are therefore not included in the sign calculations.
 - Item E on the north (side) building elevation is labeled as the “Painted Arrow Mural.” However, it is classified as a wall sign and is included in the sign calculations.
 - The proposed speaker posts (Item I) are not classified as signs.
 - Item J is the tenant panel for the site multi-tenant monument sign discussed earlier.
 - The proposed “1” element on the west (front) elevation is classified as a wall sign and is included in the calculations.

Sign ID*	Sign Type	Sign Location(s)	Sign Area**
Item A	Wall	West (front) elevation; North (side) elevation; East (rear) elevation; South (side) elevation	12 SF each (48 SF total)
Item B	Window	West (front) elevation	3 SF
Item C	Window	South (side) elevation	3 SF
Item E	Wall	North (side) elevation	63 SF
Item G	Drive-Through Menu Board	One West of Interior drive-through lane; One West of Exterior drive-through lane	42 SF each (84 SF total)
Item H	Drive-Through Menu Board	One West of Interior drive-through lane	9 SF
Item K	Directional	One next to the West drive aisle off Pratt	6 SF
"1"element	Wall	West (front) elevation	129 SF
Total Sign Area (Lot 3):			345 SF

*Items D, F, and I are not classified as signs and are not included in this table; Item J is the tenant panel for the site multi-tenant monument sign discussed above.

**Sign areas rounded to the nearest whole number.

For all three lots combined, a total sign area of 626 square feet is proposed for the requested LASR. In reviewing the proposed multi-building commercial development as a whole and reviewing the standards below, the City Council may request additional information from the petitioner regarding one or more of the proposed signs to consider their necessity for the development.

PZB Recommendation and Conditions: The PZB opened a public hearing on August 22, 2023 to consider the Final Plat of Subdivision and Conditional Use LASR requests. The Board’s rationale for recommendations is captured in the excerpt to the draft minutes of the August 22, 2023 meeting. The PZB voted 6-0 to *approve* the Final Plat of Subdivision request and voted 6-0 to *recommended approval* of the Conditional Use LASR request.

Pursuant to Section 12-3-4.D.4 of the Zoning Ordinance and Section 13-2-8 of the Subdivision Regulations, the City Council has final authority to approve, approve with modifications, or deny the requests, which will be included in Ordinance Z-25-23. Should the City Council vote to approve the Conditional Use LASR request, staff and the PZB recommend the following conditions:

Conditions of Approval:

1. A three-foot landscape bed in all directions must be provided at the base of all freestanding signs. All landscape beds must be comprised of low-lying evergreen shrubs, perennials, and annuals.
2. Structural design plans shall be provided for all signage at time of building permit.
3. All proposed signs, artwork, and elements facing residences must be non-illuminated at all times.

4. The applicant/petitioner shall provide sight line analysis for vehicle-to-vehicle sightlines and vehicle-to-pedestrian/bicycle sightlines showing that the sign position does not intrude upon the American Association of State Highway Transportation Officials (AASHTO) Green Book sight triangles for the freestanding signs proposed along the roadway driveways and site access drives. The location of the freestanding signs may have to be slightly adjusted at the time of building permit review to comply with AASHTO site triangle clearance.

Attachments:

- Attachment 1: Location and Zoning Map
- Attachment 2: Site and Context Photos
- Attachment 3: ALTA/NSPS Land Title Survey
- Attachment 4: Petitioner's Standards for a Conditional Use
- Attachment 5: Business Narratives
- Attachment 6: Public Works and Engineering Memo
- Attachment 7: PZB Chairman Szabo Memo to Mayor and City Council
- Attachment 8: Excerpt of Draft Minutes from the August 22, 2023 PZB Meeting

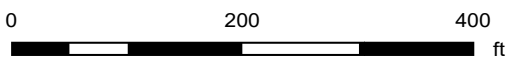
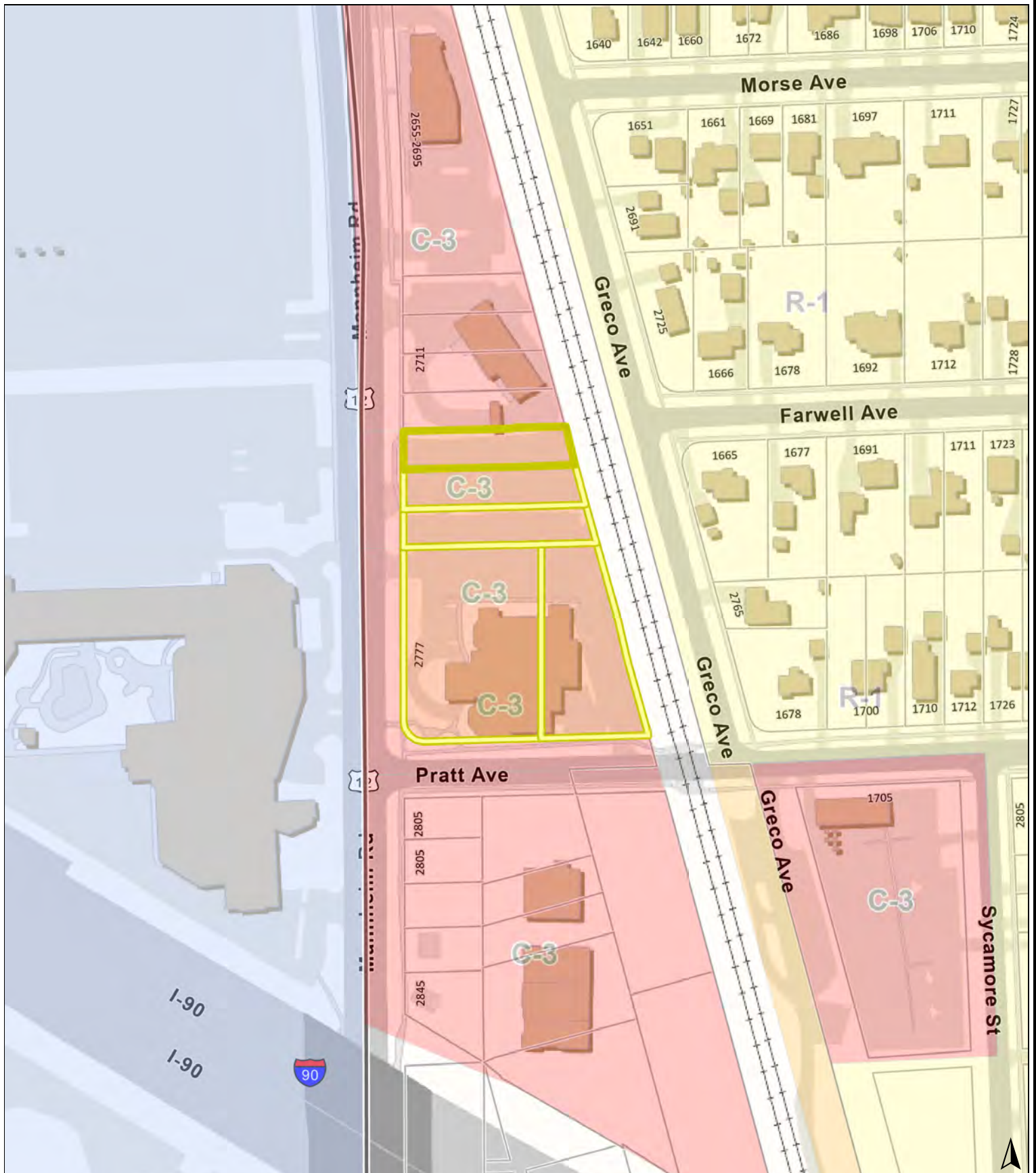
Ordinance Z-25-23

- Exhibit A: Final Plat of Subdivision
- Exhibit B: Project Narrative
- Exhibit C: Concept - Geometrics and Striping Plan
- Exhibit D: Select Final Engineering Plans for GW Properties¹
- Exhibit E: Select Final Civil Construction Plans for Raising Canes²
- Exhibit F: Lot 1 and 2 Landscape Plan
- Exhibit G: Lot 3 Tree Preservation and Landscape Plan
- Exhibit H: Multi-Tenant Ground Sign Plan
- Exhibit I: Guzman Y Gomez Sign Plan
- Exhibit J: Cava Sign Plan
- Exhibit K: Select Raising Canes Sign Plan³
- Exhibit L: Unconditional Agreement and Consent

¹ A full copy is available upon request to City of Des Plaines staff.

² A full copy is available upon request to City of Des Plaines staff.

³ A full copy is available upon request to City of Des Plaines staff.



Print Date: 4/21/2023

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.



1773 Webster Ln – Public Notice and Front of Property



1773 Webster Ln – Looking Southeast at Existing Building



1773 Webster Ln – Looking North at Rear of Property



1773 Webster Ln – Looking East at Existing Parking Area

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;

This property is located in the C-3, General Commercial zoning district. Pursuant to Section 12-7-3, the proposed "LASR" request for the three tenants requires a conditional use permit.

2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;

The proposed LASR is in accordance with the objectives of the City's Comprehensive Plan by providing ample business signage that enhances the welfare and serviceability of the community through a more safe and clear view of the proposed business, which will allow for greater customer demand.

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;

The proposed design, use and operation will be in harmony with all other elements of compatibility pertinent to the Conditional Use and this particular location. The buildings design, materials and colors are complementary to the surrounding area and neighboring structures.

4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;

The proposed development consists of nationally recognized QSR chains that do not pose a hazard to the safety or health of neighboring uses.

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 proposed uses will not require any disproportionate facilities or services and will not place undue burdens upon existing developments in the area. The prior facility on this property was serviced by the same public facilities.

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 proposed uses will not create or cause excessive or additional requirements to the public facilities and services and will not be detrimental to the economic welfare of the community. The prior facility on this property was serviced by the same public facilities. Additionally, these new uses will help increase the economic welfare of the community by providing jobs and local tax proceed.

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 does not involve uses, activities, process or materials that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odor.

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 proposed access provided is similar to what was existing, which ultimately provides adequate and safe vehicular access without causing interference with surrounding thoroughfares and traffic.

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

The proposed use is in harmony with all other elements of compatibility pertinent to the site and will not cause any undue destruction, loss or damage to the natural scenic features of the surrounding area.

10. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested

The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested.



Guzman Y Gomez Project Description Mannheim Road & Pratt Avenue in Des Plaines, IL

Guzman Y Gomez is an Australian multinational Mexican-style restaurant chain. Founded in 2009, Guzman Y Gomez has expanded to 151 locations throughout Australia, Singapore, Japan, and the United States. The franchise is Australia's fastest-growing QSR company, serving authentic, freshly made-to-order Mexican-style cuisine with a relevant menu of burritos, bowls, tacos, and salads as well as a variety of alcoholic beverages. The restaurants contemporary décor delivers a Latin pop aesthetic with vibrant colored artwork, Latin mixed music, and dim lighting. For those looking to eat on-the-go, Guzman Y Gomez offers drive through lanes and pick up stations. In 2021 the company launched "GYG Mobile", a proprietary mobile app that allows for faster, contact-free ordering as well as a loyalty program which provides users with added incentives. The franchise has received numerous accolades for its success including "Best Multi-Site Restaurant of the Year" by QSR Media and "Best Customer Service Award in QSR" by Roy Morgan Research.

The GYG structure will be approximately up to 2,850 square feet with a patio for outdoor dining and will be located on Lot C of the proposed development. The main building will utilize various materials to articulate a dynamic visual appearance, but be complimentary to our neighbors.

The daily hours are 7:00 am - 10 pm, with 5 to 10 team members on site at any given time.



CAVA Project Description

Mannheim Road & Pratt Avenue in Des Plaines, IL

CAVA is a fast casual restaurant that was founded in 2010, by its founders, Ike Grigoropoulos, Chef Dmitri Moshovitis, and Ted Xenohristos. Cava is grounded in the Mediterranean way of life, where food is at the center of culture and connection.

Ike Grigoropoulos, Chef Dmitri Moshovitis, and Ted Xenohristos cared deeply about creating restaurants that paid homage to the Mediterranean traditions they grew up with, where food equals connection, and what's good for you is also what tastes good too. However, it is not only about the food, though. CAVA's inspiration is rooted in the entire Mediterranean meal experience, notably that feeling-so-cared-for genuine expression of hospitality and warmth. Which is why, at CAVA, generosity is our cornerstone. In fact, we open our doors one day early to fee lunch and dinner to anyone in the community, free of charge. We are eager to meet our neighbors and welcome all to share a meal with us. Additionally, during Community Days, we also partner with and sponsor a local nonprofit organization.

At CAVA we serve delicious, healthy, and affordable meals that can be individually customized and ordered ahead of time so that customers can easily pickup their meal through our pickup window. Ultimately, this pickup window allows for our customers to have safe and easy access to our food without the need for menu boards or waiting in a line.

The CAVA structure will be approximately up to 3,500 square feet with a patio canopy for outdoor dining and will be located in the middle lot of the proposed development. The main building will utilize various materials to articulate a dynamic visual appearance, but be complimentary to our neighbors.

The daily hours are 10:45 am - 10 pm, with 5 to 10 team members on site at any given time.



Raising Cane's Project Description Mannheim Road & Pratt Avenue in Des Plaines, IL

Raising Cane's is a quick serve restaurant that was founded in 1996 in Baton Rouge, LA by its founder, Todd Graves. The restaurant has ONE LOVE, which is chicken, as evident by the minimal menu that includes: chicken fingers, fries, coleslaw and Texas toast. The food is always cooked to order to ensure the best quality and flavor possible.

Raising Cane's is not just another 'chain' restaurant. It is part of the community. The restaurant not only employs people from the area but gives back to the community by promoting education, feeding the hungry, pet welfare, local community involvement and more.

The building itself promotes visual esthetics with the variations not only in the architecture, but the building materials themselves. All of this with the variations in the heights of the building, along with the ample landscaping around the building provides an aesthetically pleasing structure that accents the development unlike the fast food 'box' style of many businesses.

The structure is approximately 3,300 square feet with a patio canopy for outdoor dining. The main building will utilize various materials, such as brick and composite paneling, to articulate a dynamic visual appearance. The primary height of the building is 20'-6" from the finish floor.

Raising Cane's will have approximately 55 employees at this location, with an average of 8-15 employees per shift. The restaurant will be open Sun - Thu: 9:30am - 1:30am; Fri - Sat: 9:30am – 3:30am. The drive thru and outdoor patio are proposed to have the same hours of operation.

Raising Cane's will be the southern-most lot of an overall development that is being led by GW Properties. The building plans will be submitted for permitting by Raising Cane's after entitlement approvals with an anticipated construction start date of October 2023 and an anticipated opening date of June 2024.



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: August 3, 2023
To: John Carlisle, Director of Community and Economic Development
From: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Cc: John La Berg, P.E., CFM, Civil Engineer
Subject: 2777 Mannheim Rd Proposed Retail Subdivision

Public Works and Engineering has reviewed the subject final engineering plans and is approving them subject to the conditions below:

- Pratt Av. pavement shall be ground 1 ½” and resurfaced for its entire width and frontage along the development.
- A new 10” ductile iron water main in polyethylene encasement shall be constructed by the developer in the East Mannheim Rd. ROW. This water main will be connected to the existing water main at both ends.
- MWRD, IEPA, and IDOT permits will need to be obtained.

TPO/jl



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

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

August 23, 2023

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 2777 Mannheim Road, 23-045-FPLAT-CU LASR, 6th Ward

RE: Consideration of a Final Plat of Subdivision and Conditional Use for a Localized Alternative Sign Regulation (LASR) in the C-3 District

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on August 22, 2023 to consider a Final Plat of Subdivision to consolidate the existing five lots of record into three and a Conditional Use for a LASR related to the proposed three restaurant commercial development at 2777 Mannheim Road.

1. Petitioner Bryan Rosenblum provided a brief overview of the proposal for a multiple-building commercial development on the subject property and the second set of requests including a Final Plat of Subdivision and Conditional Use for a LASR. He summarized the individual sign plans for each of the three proposed restaurants noting the proposed location and design of each proposed sign type. He explained that Guzman Y Gomez proposes all wall signs, many of which are non-illuminated including the mural which is proposed for the north (side) elevation of the building. He described that Cava proposes simple and clean wall signs on the building’s front and side elevations, but none on the rear elevation. He added that signs on the east (rear) elevations facing residential would be non-illuminated. Crystal Ferrell, a representative for Raising Canes, spoke on the proposed sign plan for the fast-causal restaurant proposed for Lot 3 of the development, describing in some detail the location, design, and background behind the proposed signs, some of which are standard for every Raising Canes location.
2. The PZB members did not have any questions.
3. CED staff summarized the staff report with slides providing a recap of the previous requests for the proposed commercial development on the subject property—Tentative plat of Subdivision and Conditional Uses for three drive-through facilities—and describing the details of the current Final Plat of Subdivision and Conditional Use LASR requests. Staff outlined the required public improvements as noted by the Public Works and Engineering (PWE) department and the Illinois Department of Transportation (IDOT), which include the addition of a water line and restriping of both Mannheim Road and Pratt Avenue. Staff summarized the proposed sign requests for each restaurant identifying the total sign area requested for each restaurant. Staff also noted the recommended conditions of approval for the Conditional Use LASR request.
4. No one from the public spoke on this request.
5. The PZB took two separate motions: (i) voting 6-0 to *recommend* that City Council *approve* the Final Plat of Subdivision; and (ii) voting 6-0 to *recommend* that City Council *approve* the Conditional Use LASR with the conditions in the staff report.

Respectfully submitted,

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

1749-1757 Farwell 2777 Mannheim	Variation Final Plat of Subdivision, Conditional Use, Localized Alternative Sign Regulation	23-050-V 23-045-FPLAT-CU-LASR
2991-3025 Mannheim,	Final Planned Unit Development, Conditional Use, Localized Alternative Sign Regulation	23-051-FPUD-CU-LASR
Citywide	Text Amendment	23-043-TA

2. **Address:** 2777 Mannheim Road **Case Number:** 23-045-FPLAT-CU-LASR

The petitioner’s previous requests for a Tentative Plat of Subdivision and Conditional Uses for drive-through facilities for a proposed commercial redevelopment at 2777 Mannheim Road were heard by the PZB at their April 25, 2023 meeting and City Council at its July 17, 2023 meeting. The PZB approved the tentative plat and recommended approval of the conditional uses, which the City Council subsequently approved. As such, petitioner GW Property Group, LLC is now requesting the following “second step” approvals: (i) a Final Plat of Subdivision under Section 13-2-5 of the Subdivision Regulations to consolidate the existing lots into three lots of record; and (ii) a conditional use for a Localized Alternative Sign Regulation (LASR) under Section 12-11-8 of the Zoning Ordinance.

- Applicant/Petitioner:** GW Property Group, LLC, 2211 N. Elston Avenue, Suite 400, Chicago, IL
- Owner:** 2777 North Mannheim Property, LLC, 2211 N. Elston Avenue, Suite 400, Chicago, IL
- PINs:** 09-33-108-012-0000; -013; -014; -022; -023
- Ward:** #6, Alderman Mark Walsten
- Existing Zoning:** C-3, General Commercial District
- Existing Land Use:** Restaurant and Banquet Hall (Commercial)
- Surrounding Zoning:**
 - North: C-3, General Commercial District
 - South: C-3, General Commercial District
 - East: R-1, Single Family Residential District
 - West: Commercial (Village of Rosemont)
- Surrounding Land Use:**
 - North: Car wash (commercial)
 - South: Commercial restaurant and retail development under construction, also by GW Properties
 - East: Railroad; then Greco Avenue and single-family residences
 - West: Hotel (Commercial) in Village of Rosemont
- Street Classification:** Mannheim Road is an arterial road under IDOT jurisdiction; Pratt Avenue is a local road under City of Des Plaines jurisdiction.
- Comprehensive Plan :** Commercial is the recommended use of the property.

1749-1757 Farwell 2777 Mannheim	Variation Final Plat of Subdivision, Conditional Use, Localized Alternative Sign Regulation	23-050-V 23-045-FPLAT-CU-LASR
2991-3025 Mannheim,	Final Planned Unit Development, Conditional Use, Localized Alternative Sign Regulation	23-051-FPUD-CU-LASR
Citywide	Text Amendment	23-043-TA

Zoning/Property History:

Based on City records, the subject property was annexed into the City in 1956. It was originally utilized as an office and warehouse building for Marland Oil Company until 1979, when the building was demolished and the site was cleared. In 1990, the footing and foundation was constructed for café La Cave, and a year later the restaurant/banquet hall was fully built out. The property has been utilized as a restaurant and banquet hall since.

Development Summary:

Developer GW Properties, which is under construction for a multi-building restaurant-and-retail development on the *southeast* corner of Mannheim and Pratt (Outback Steakhouse, First Watch, Five Guys), is now also proposing a full redevelopment at the northeast corner—the former Café La Cave site. The proposed development is three new restaurants (“Class B” under the Zoning Ordinance) with indoor and outdoor seating and drive-throughs. The information for each proposed business is summarized below and described in detail in the attached Business Narratives.

- Guzman Y Gomez is a fast-casual restaurant proposed for the one-story stand-alone 2,850-square foot building positioned on the northern lot (Lot 1) of the commercial development. Their anticipated hours of operation are from 7:00 a.m. to 10:00 p.m. daily with five to ten employees on site at a given time. The building is designed with predominately brick material of varying colors, metal canopy structures, and an Exterior Insulation and Finish System (EIFS) accent.
- Cava is a fast-casual Mediterranean restaurant proposed for the one-story stand-alone 2,500-square foot building positioned in the center of the commercial development along Mannheim (Lot 2). Their anticipated hours of operation are from 10:45 a.m. to 10:00 p.m. daily with five to ten employees on site at a given time. The building is designed with predominately stucco material and finished wood accent.
- Raising Canes is a quick-service restaurant proposed for the one-story 3,300-square-foot building positioned on the southern lot (Lot 3) of the commercial development at the northeast corner of Mannheim and Pratt. Their anticipated hours of operation are from 9:30 a.m. to 1:30 a.m. Sunday through Thursday and 9:30 a.m. to 3:30 a.m. Friday to Saturday. There are expected to be eight to fifteen employees on site at a given time. The building is designed with predominately brick material of varying colors, finished wood accents, concrete masonry units, and metal canopy structures throughout.

1749-1757 Farwell
2777 Mannheim

Variation
Final Plat of Subdivision, Conditional Use,
Localized Alternative Sign Regulation

23-050-V
23-045-FPLAT-CU-LASR

2991-3025 Mannheim,

Final Planned Unit Development, Conditional Use,
Localized Alternative Sign Regulation

23-051-FPUD-CU-LASR

Citywide

Text Amendment

23-043-TA

FINAL PLAT OF SUBDIVISION

Request Summary: *Overview*

The subject property consists of five lots of record in the C-3 district totaling 2.39 acres, all under the address of 2777 Mannheim Road. The petitioner received PZB approval of the Tentative Plat to consolidate the existing five lots into three. Now the petitioner is requesting a Final Plat of Subdivision, titled Final Plat of 2777 Mannheim Road Subdivision, for three lots as detailed below.

Lot	Lot Type	Lot Width	Lot Depth	Lot Area
Lot 1	Interior	125 feet (west); 140 feet (east)	208 feet (north); 244 feet (south)	29,740 SF (0.68 acres);
Lot 2	Interior	123 feet (west); 126 feet (east)	244 feet (north); 277 feet (south)	31,835 SF (0.73 acres);
Lot 3	Corner	125 feet (west); 143 feet (east)	277 feet (north); 288 feet (south)	42,869 SF (0.98 acres)

The subject property’s unique shape is narrower on the north and gradually widens as it continues south. Thus, while the proposed lot widths are similar, the lot depths and areas increase substantially from proposed Lot 1 to proposed Lot 3. Nonetheless, all proposed lots meet the minimum lot depth requirement in Section 13-2-5.R of the Subdivision Regulations. Note that there are no lot width or lot area requirements for commercial districts.

Building Lines and Easements

The proposed subdivision shows the following building lines and easements: (i) a new 5-foot front building setback line along the west property line for all proposed lots where the proposed subdivision abuts Mannheim; (ii) a 25-foot rear building setback line along the east property line for all proposed lots of the subdivision; (iii) a five-foot side building setback line along the south of Lot 3, where the proposed subdivision abuts Pratt; and (iv) a new ten-foot-wide public utility and drainage easement extending throughout the development.

Subdivision Process, Required Public Improvements

Chapter 13-3 of the Subdivision Regulations allows the City to require various right-of-way (ROW) improvements based on criteria such as traffic and effect on adjacent properties. Under Section 13-3-1, the developer is required to: (i) ground and resurface the entire Pratt ROW along the frontage of the proposed development; (ii) re-stripe Pratt within existing ROW to allow a new turn lane from Pratt to

1749-1757 Farwell 2777 Mannheim	Variation Final Plat of Subdivision, Conditional Use, Localized Alternative Sign Regulation	23-050-V 23-045-FPLAT-CU-LASR
2991-3025 Mannheim,	Final Planned Unit Development, Conditional Use, Localized Alternative Sign Regulation	23-051-FPUD-CU-LASR
Citywide	Text Amendment	23-043-TA

Mannheim; and (iii) per IDOT comments, re-stripe Mannheim within existing ROW to allow a new left turn lane into the site and onto Pratt. Certain underground infrastructure are required to be installed to the standards required by Public Works and Engineering (PWE). Specifically, the developer will be required to install a new water main in the east Mannheim ROW, which will connect to existing water mains at both ends. The developer has provided PWE with an estimated cost of public improvements totaling \$236,291, an amount for which PWE has approved. A performance security in the form of a letter of credit, with the City named as the beneficiary, will be required to secure the improvements. An attached memo serves as PWE’s approval (as noted) under Section 13-2-4.

CONDITIONAL USE LASR

Request Summary: *Overview*

The proposal includes a request for a Localized Alternative Sign Regulation (LASR), which is a specialized sign plan eligible for certain types of developments. Recall the definition of a sign found in Section 12-13-3 as:

“Any object, device, or structure, or part thereof, which is used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images. Signs do not include the flag or emblem of any nation, state, city, or organization; works of art which in no way identify a product; scoreboards located on athletic fields.”

Section 12-11-8 of the Zoning Ordinance is meant to consider the potential unique sign needs for commercial shopping centers and multiple-building commercial or institutional developments such as, medical centers, office parks, universities, and colleges. Section 12-11-8.A identifies the full list of use types eligible for a LASR, which was recently amended through Ordinance Z-12-23 on July 17, 2023 to expand the types of eligible developments. The proposed commercial development that is the subject of this application is now eligible.

The proposed commercial development consists of three separate restaurant buildings—otherwise classified as a multi-building commercial development—which meets the eligibility requirements for a LASR, subject to the review and approval of a conditional use permit by PZB. Since this is a request for a new LASR for the subject property, the petitioner is requesting a conditional use.

Proposed Sign Plans

The proposal includes: (i) a multi-tenant monument sign plan for the entire development and (ii) separate sign plans for each proposed lot (all attached), which are summarized in more detail below. All signs related to the existing Café La Cave

building will be removed as part of the redevelopment of the subject property, so all signs identified in this report will be new.

- Site Multi-Tenant Monument Sign:** The proposed eight-foot-tall, 41-square-foot multi-tenant monument sign is located along Mannheim on proposed Lot 2 (Cava Site) and is intended to include signs for all three restaurant tenants. It also includes the official assigned addresses for the three new lots, which will be effective upon the approval by City Council and recording by Cook County of the Final Plat. Monument signs are limited by quantity, height, and area, all dependent on the total street frontage of the lot on which they are located. Lot 2 is shown on the attached Final Plat to have approximately 124 feet of frontage along Mannheim Road. Pursuant to Section 12-11-6.B, the sign meets the quantity, area, and setback requirements, but exceeds the maximum height of 5 feet for signs on lots having more than 120 feet of frontage on a single street, but less than 300 feet of frontage. However, through the LASR request and standards for conditional uses, the PZB may consider the nature of the multi-building commercial development and the multi-tenant sign’s purpose to reduce the overall number of signs on the site (i.e., more efficient than having a greater number of smaller signs).
- Lot 1 (Guzman and Gomez) Sign Plan:** The attached Lot 1 Sign Plan consists of six wall signs proposed for the restaurant building, which are summarized in the table below. No ground signs are proposed for this lot. Note that the mural on the north (side) building elevation is classified as artwork and is not included in the sign calculations.

Sign ID*	Sign Type	Sign Location	Sign Area**
Sign A	Wall	West (front) elevation	22 SF
Sign C	Wall	East (rear) elevation	12 SF
Sign D	Wall	North (side) elevation	42 SF
Sign E	Wall	East (rear) elevation	7 SF
Sign F	Wall	South (side) elevation	38 SF
Sign G	Wall	East (rear) elevation; West (front) elevation	55 SF each (110 SF total)
Total Sign Area (Lot 1):			231 SF

*Sign B was removed from the plan.

**Sign areas rounded to the nearest whole number.

- **Lot 2 (Cava) Sign Plan:** The attached Lot 2 Sign Plan consists of three wall signs proposed for the restaurant building, which are summarized in the table below. No ground signs aside from the aforementioned site multi-tenant monument sign are proposed for this lot.

Sign ID	Sign Type	Sign Location	Sign Area*
“Digital Pickup”	Wall	North (side) elevation	8 SF
“Cava”	Wall	South (side) elevation	21 SF
“Cava”	Wall	West (front) elevation	21 SF
Total Sign Area (Lot 2):			50 SF

*Sign areas rounded to the nearest whole number.

- **Lot 3 (Raising Cane’s) Sign Plan:** The attached Lot 3 Sign Plan consists of multiple sign types including six wall signs, two window signs, one directional sign, and three drive-through menu board signs, which are summarized in the table below. Note the following:
 - The “One Love Heart” (Item D) on the west (front) building elevation and “Red Dog” (Item F) on the south (side) building elevation are classified as artwork and are therefore not included in the sign calculations.
 - Item E on the north (side) building elevation is labeled as the “Painted Arrow Mural.” However, it is classified as a wall sign and is included in the sign calculations.
 - The proposed speaker posts (Item I) are not classified as signs.
 - Item J is the tenant panel for the site multi-tenant monument sign discussed earlier.
 - The proposed “1” element on the west (front) elevation is classified as a wall sign and is included in the calculations.

Sign ID*	Sign Type	Sign Location(s)	Sign Area**
Item A	Wall	West (front) elevation; North (side) elevation; East (rear) elevation; South (side) elevation	12 SF each (48 SF total)
Item B	Window	West (front) elevation	3 SF
Item C	Window	South (side) elevation	3 SF
Item E	Wall	North (side) elevation	63 SF
Item G	Drive-Through Menu Board	One West of Interior drive-through lane; One West of Exterior drive-through lane	42 SF each (84 SF total)
Item H	Drive-Through Menu Board	One West of Interior drive-through lane	9 SF
Item K	Directional	One next to the West drive aisle off Pratt	6 SF
“1” element	Wall	West (front) elevation	129 SF
Total Sign Area (Lot 3):			345 SF

*Items D, F, and I are not classified as signs and are not included in this table; Item J is the tenant panel for the site multi-tenant monument sign discussed above.

**Sign areas rounded to the nearest whole number.

For all three lots combined, a total sign area of 626 square feet is proposed for the requested LASR. In reviewing the proposed multi-building commercial development as a whole and reviewing the standards below, the PZB may request additional information from the petitioner regarding one or more of the proposed signs to consider their necessity for the development.

Conditional Use Findings: Conditional Use requests are subject to the standards set forth in Section 12-3-4(E) of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided below and in the attached petitioner responses to standards. The Board may use the provided responses as written as its rationale, modify, or adopt its own.

1749-1757 Farwell 2777 Mannheim	Variation Final Plat of Subdivision, Conditional Use, Localized Alternative Sign Regulation	23-050-V 23-045-FPLAT-CU-LASR
2991-3025 Mannheim,	Final Planned Unit Development, Conditional Use, Localized Alternative Sign Regulation	23-051-FPUD-CU-LASR
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1. The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:

The proposed development includes signs in a quantity and size that require a LASR. A LASR is a Conditional Use, as specified in Section 12-11-8 of the Zoning Ordinance for multi-building commercial developments.

PZB Additions or Modifications (if necessary): _____

2. The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:

The redevelopment of the subject property from a single user to three separate users requires the installation of appropriate signs to direct motorists and pedestrians to/from and throughout the site. The Comprehensive Plan strives to increase commercial development along major corridors like Mannheim Road as well as increase wayfinding for motorists and pedestrians alike. The proposed sign plan includes a site-wide multi-tenant monument sign to adequately identify each proposed restaurant use in this development and reduce the number of individual ground signs in the development. A great deal of building-mounted signs are proposed throughout the development. However, it can be argued that many of these signs provide proper wayfinding for motorists and pedestrians as they access the site and assist them in reaching their destination.

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:

The proposed Conditional Use for a Localized Alternative Sign Regulation requests additional signage to assist in the identification of each restaurant user to help both motorists and pedestrians navigate the property. The proposed development is similar to existing commercial developments in the area—especially the multi-building commercial development on the southeast corner of Mannheim and Pratt—and the proposed signs are generally harmonious to these surrounding developments.

PZB Additions or Modifications (if necessary): _____

4. The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:

Many of the proposed signs are not hazardous or disturbing to the existing neighboring uses as a majority of all signs are directed towards public streets or other commercial properties.

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However, signs, artwork, and other elements facing west towards residential could be disturbing to residents based on their design and positioning. As a result, all signs, artwork, and elements on these elevations must be non-illuminated at all times. All signs will meet all required performance standards as outlined in Section 12-11-6(B) of the Zoning Ordinance.

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:

The proposed signs have no effect on essential public facilities and services. Instead the new signs will improve wayfinding services throughout the site for motorists and pedestrians alike.

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:

The proposed signs would not create a burden on public facilities, nor would they be a detriment to the economic well-being of the community. The signs are intended to share information and help visitors safely and easily access the site.

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:

The proposed signs will not create additional traffic or noise that could be detrimental to surrounding land uses. Instead the signs will help better direct and circulate traffic throughout the site.

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:

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The proposed signs will not create an interference with traffic on surrounding public thoroughfares but rather establish building identification and wayfinding for both motorists and pedestrians.

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:

The proposed new signs would not cause the destruction, loss, or damage of any natural, scenic or historic features of major importance. The signs will be used to enhance a site that has already been developed.

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:

All signs will comply with setback, landscaping, and performance standards as outlined in the Zoning Ordinance.

PZB Additions or Modifications (if necessary): _____

PZB Procedure and Recommended Condition: Given the separate conditional use LASR and final plat requests, the PZB shall take two motions. First, pursuant to Section 13-2-5 of the Subdivision Regulations, the PZB may vote to *recommend* approval, approval with conditions, or denial of the Final Plat of Subdivision.

In regard to the conditional use LASR request, the PZB may vote to recommend approval, approval with conditions, or denial of the conditional use pursuant to Section 12-11-8 of the Zoning Ordinance. If the PZB chooses to recommend approval the LASR, staff recommends the following conditions.

Recommended Conditions of Approval:

1. A three-foot landscape bed in all directions must be provided at the base of all freestanding signs. All landscape beds must be comprised of low-lying evergreen shrubs, perennials, and annuals.
2. Structural design plans shall be provided for all signage at time of building permit.

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3. All proposed signs, artwork, and elements facing residences must be non-illuminated at all times.
4. The applicant/petitioner shall provide sight line analysis for vehicle-to-vehicle sightlines and vehicle-to-pedestrian/bicycle sightlines showing that the sign position does not intrude upon the American Association of State Highway Transportation Officials (AASHTO) Green Book sight triangles for the freestanding signs proposed along the roadway driveways and site access drives. The location of the freestanding signs may have to be slightly adjusted at the time of building permit review to comply with AASHTO site triangle clearance.

Attachments:

- Attachment 1: Location/Zoning Map
- Attachment 2: Site and Context Photos
- Attachment 3: ALTA/NSPS Land Title Survey
- Attachment 4: Responses to Standards for Conditional Uses
- Attachment 5: Project Narrative
- Attachment 6: Business Narratives
- Attachment 7: Site Plan, Geometrics, and Striping
- Attachment 8: Select Final Engineering Plans for Lots 1 & 2¹
- Attachment 9: Select Final Engineering Plans for Lot 3²
- Attachment 10: Landscape Plan for Lots 1 and 2
- Attachment 11: Landscape and Tree Preservation Plan for Lot 3
- Attachment 12: Final Plat of Subdivision
- Attachment 13: Public Works and Engineering Memo
- Attachment 14: Elevation and Sign Plans for Lot 1
- Attachment 15: Elevation and Sign Plans for Lot 2
- Attachment 16: Select Elevation and Sign Plans for Lot 3³

Chair Szabo swore in Bryan Rosenblum, petitioner for project and Cystal Ferrell, representative for Raising Canes.

Bryan Rosenblum reminded the board about previous requests for a Tentative Plat of Subdivision and Conditional Uses for drive-through facilities for a proposed commercial redevelopment at the former Café La Cave site at 2777 Mannheim Road that were heard by the PZB at their April 25, 2023 meeting and City Council at its July 17, 2023 meeting. The PZB approved the tentative plat

¹ A full copy is available upon request to City of Des Plaines staff.

² A full copy is available upon request to City of Des Plaines staff.

³ A full copy is available upon request to City of Des Plaines staff.

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and recommended approval of the conditional uses, which the City Council approved. The petitioner GW Property Group, LLC is now requesting a Final Plat of Subdivision to consolidate the existing lots into three lots of record and a conditional use for a Localized Alternative Sign Regulation (LASR).

Mr. Rosenblum went over the three tenant elevations. He discussed each individually. He stated that Lot 1 is Guzman Y Gomez which is a Mexican style restaurant. He went over the signage for Guzman and Gomez and discusses colors and signs that are not illuminated. He went over the North and South elevations and the Site Plan.

Lot 2 is for Cava which is a Mediterranean restaurant. He went over the North and South Elevations and the Site Plan from staff's slideshow and talked about signs that are illuminated versus not illuminated.

Crystal Ferrell from Raising Canes goes over the signage for the restaurant on Lot 3, including signage locations, wall signs. She discussed how recycled car hood are used as a building detail, but specifies it is not just one solid color. She stated part of the mission is "one love", the one love of Cane's is chicken, so that is part of the one love – the chicken. She said part of the signage is representative of the owner who was an Alaskan fisherman, and the dog was his dog. Ms. Ferrell stated that the Raising Canes owners first restaurant he opened there was a hole in the ceiling, and he decided a disco ball could bring more light in and cover the spot in the ceiling.

Jonathan Stytz, Senior Planner went over the staff report. He said as the petitioner stated, we are looking at the final plat of subdivision and LASR. He presented the Location Map and Background. He explained the location of the property, there was a recent CU and tentative plat for this drive thru facility. He presented the Site Photos and explained they are making room on the property for this new development. Mr. Stytz discussed the project summary and stated tonight we will focus on the final plat and the LASR for the restaurants.

Mr. Stytz presented final plat prepared by the petitioner and approved by the engineering department. He stated the lots have not changed since the tentative subdivision and gives a reference of what that looks like. He explained the improvements which include re-striping of the roadways around the development including Mannheim and Pratt and a left turn lane that allows patrons into the development. Mr. Stytz stated no widening is required for Mannheim, but there will be striping required. He said Pratt will be re-striped for a turn lane. The petitioner will provide a new water main.

Mr. Stytz presented the Conditional Use for Localized Alternative Sign Regulation. He presented the signs for each restaurant. He presented one multitenant monument sign. He discussed the required landscaping, address signs, and the sizes. He presented a slide with the total signs proposed for each tenant. He gave an overview of the location of each sign.

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Jonathan Stytz explained the requests for the Conditional Use for Localized Alternative Sign Regulation and the subdivision. He explained the conditions of approval for each Conditional Use. He displayed the engineering department approval letter as an attachment.

Chair Szabo asked if anyone in the audience in favor. The four audience members raised their hands in approval.

A motion was made by Board Member Catalano, seconded by Board Member Hofherr to recommend approval to the City Council of the Final Plat of Subdivision as requested by staff.

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

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

A motion was made by Board Member Catalano, seconded by Board Member Fowler recommend approval to the City Council of the Conditional Use for Localized Alternative Sign Regulation with the four conditions requested by staff.

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

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

CITY OF DES PLAINES

ORDINANCE Z - 25 - 23

AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION AND A CONDITIONAL USE PERMIT FOR A LOCALIZED ALTERNATIVE SIGN REGULATION AT 2777 MANNHEIM ROAD, DES PLAINES, ILLINOIS (Case #23-045-FPLAT-CU LASR)

WHEREAS, GW Properties Group, LLC ("*Petitioner*") is the owner of the property consisting of five lots of record, totaling 2.39 acres, and commonly known as 2777 Mannheim Road, 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 20,787-square-foot, one-story commercial building and surface parking area ("*Existing Development*"); and

WHEREAS, the Petitioner desires to demolish the Existing Development to construct three new commercial buildings with drive-through facilities on the Subject Property, each to be used for the operation of a Class B restaurant (collectively, the "*Proposed Development*"); 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, on July 17, 2023, the City Council adopted Ordinance Z-16-23, approving conditional use permits to authorize the construction and operation of the Proposed Development ("*Previous Approvals*"); and

WHEREAS, pursuant to Title 13 of the City Code of the City of Des Plaines, as amended ("*Subdivision Regulations*"), the Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("*Department*") for the approval of a final plat of subdivision for the Subject Property, which proposes to resubdivide the Subject Property into three lots of record, one for each restaurant ("*Final Plat of Subdivision*"); and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the Petitioner filed an additional application with the Department for the approval of a conditional use permit for a localized alternative sign regulation plan ("*LASR*") that includes a multi-tenant monument sign, wall signs, directional signs, and menu board signs ("*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 August 8, 2023 and continued to August 22, 2023, pursuant to publication in the *Des Plaines Journal* on July 19, 2023; and

WHEREAS, notice of the public hearing was mailed to all property owners within 500 feet of the Subject Property; and

WHEREAS, on August 22, 2023, the PZB voted by a vote of 6-0 to recommend approval of the Final Plat of Subdivision and the Conditional Use Permit for the LASR, 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 August 23, 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 Final Plat of Subdivision and Conditional Use Permit, which representations are hereby found by the City Council to be material and upon which the City Council relies in approving the Final Plat of Subdivision and 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 for final plats of subdivision set forth in the Subdivision Regulations, and the Community and Economic Development Staff Memorandum dated September 7, 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 12, 13, 14, 15, 16, 17, 18, AND 19 IN BLOCK 8 IN OLIVER SALINGER AND COMPANY'S GLEN ACRES SUBDIVISION IN THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORIDNG TO THE PLAT

THEREOF RECORDED JUNE 3, 1939 AS DOCUMENT 12335452, IN COOK COUNTY, ILLINOIS.

PINs: 09-33-108-012-0000; 09-33-108-013-0000-013; 09-33-108-014-0000; 09-33-108-022-0000-022; 09-33-108-023-0000

COMMONLY KNOWN AS: 2777 Mannheim Road, Des Plaines, Illinois.

SECTION 3. APPROVAL, EXECUTION, RECORDATION OF FINAL PLAT OF SUBDIVISION.

A. Approval of Final Plat of Subdivision. Pursuant to Section 13-2-7 of the City Code, and subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 5 of this Ordinance, the City Council hereby approves the Final Plat of Subdivision for the Subject Property, prepared by Kimley Horn, consisting of two sheets, and with a latest revision date of August 17, 2023, a copy of which is attached to, and by this reference, made a part of this Ordinance as *Exhibit A*.

Execution. The Mayor and City Clerk are, subject to the satisfaction of the Conditions set forth in Section 5 of this Ordinance, hereby authorized and directed to execute and seal, on behalf of the City, the Final Plat of Subdivision, following execution by the Petitioner and any other party with an interest in the Subject Property and subject to certification by the Office of the Cook County Clerk that there are no property tax delinquencies, as well as all other certifications as necessary.

C. Recordation. The City Manager is hereby authorized and directed to record the Final Plat of Subdivision with the Office of the Cook County Recorder upon satisfactory completion of all administrative details relating thereto.

SECTION 4. 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 Petitioner the Conditional Use Permit for the LASR 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 5. CONDITIONS. The approvals granted in Sections 3 and 4 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions of this Section 5:

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 5.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 one sheet, with a latest revision date of February 16, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit B*;

2. The Concept – Geometrics and Striping Plan, prepared by Kimley Horn, consisting of one sheet, and with a latest revision date of May 30, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit C*;

3. Select Final Engineering Plans for GW Properties – Des Plaines II, prepared by Kimley Horn, consisting of six sheets labeled C0.0, C1.0, C2.0, C3.0, C4.0, and C5.0, and with a latest revision date of July 27, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit D***;

4. Select Final Civil Construction Plans for Raising Canes, prepared by Kimley Horn, consisting of elevation sheets labeled C1.0, C3.0, C3.1, C4.0, C5.0, C5.1, C5.2, C6.0, C7.0, C8.0, and C8.1, and with a latest revision date of August 1, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit E***;

5. The Lot 1 and 2 Landscape Plan, prepared by Design Studio 24, LLC, consisting of two sheets, and with a latest revision date of April 10, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit F***;

6. The Lot 3 Tree Preservation and Landscape Plan, prepared by ADA Architects, consisting of five sheets, and with a latest revision date of August 1, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit G***;

7. The Multi-Tenant Ground Sign Plan, prepared by Olympik Signs, consisting of four sheets, and with a latest revision date of July 23, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit H***;

8. The Guzman Y Gomez Sign Plan, prepared by Inter Plan, LLC, consisting of three sheets, and with a latest revision date of August 15, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit I***;

9. The Cava Sign Plan, prepared by Ferris + Sloane, consisting of two sheets, and with a latest revision date of April 3, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit J***;

10. Select Raising Canes Sign Plan, prepared by AGI, consisting of 17 sheets including pages 1-2, 7-23, and with a latest revision date of June 29, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit K*; and

11. The Final Plat of Subdivision.

C. Additional Conditions. The development, use, and maintenance of the Subject Property shall be subject to and contingent upon the following additional conditions:

1. A three-foot landscape bed must be provided in all directions around the base of all freestanding signs located on the Subject Property. All landscape beds must be comprised of low-lying evergreen shrubs, perennials, and annuals.

2. Structural design plans must be provided for all signage at time the application is submitted for the building permit.

3. All signs, artwork, and elements on the Subject Property that face residential structures or lots must be non-illuminated at all times.

4. The Petitioner must provide sight line analysis for vehicle-to-vehicle sightlines and vehicle-to-pedestrian/bicycle sightlines showing the proposed freestanding signs along the roadway, driveways, and site access drives will not intrude upon the American Association of State Highway Transportation Officials (AASHTO) Green Book sight triangles for the freestanding signs. The location of the freestanding signs might need to be slightly adjusted at the time of building permit review to comply with AASHTO site triangle clearance.

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 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 5 of this Ordinance, the Conditional Use Permit 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-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 7. 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 8. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

SECTION 9. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after the occurrence of the following:

- A. its passage, approval and publication in pamphlet form as provided by law;
- B. the filing with the City Clerk by the Petitioner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as *Exhibit L*; and
- C. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.
- D. In the event that the Petitioner does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 9.B of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 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 LASR and Final Plat of Subdivision at 2777 Mannheim Road

FINAL PLAT OF SUBDIVISION 2777 MANNHEIM ROAD SUBDIVISION

LOTS 12, 13, 14, 15, 16, 17, 18, AND 19 IN BLOCK 8 IN OLIVER
SALINGER AND COMPANY'S GLEN ACRES SUBDIVISION IN THE
WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP
41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1939 AS
DOCUMENT 12359452, IN COOK COUNTY, ILLINOIS.

OWNERS CERTIFICATE

I MITCH GOLTZ, OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS PLAT OF SUBDIVISION; ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND ESTABLISH ANY OTHER EASEMENTS SHOWN THEREON.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNERS KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF COOK COUNTY, ILLINOIS, AND THE TOWNSHIP OF OLIVER, TOWNSHIP HIGH SCHOOL DISTRICT 207 AND OAKTON COMMUNITY COLLEGE DISTRICT 535.

NOTARY'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF }
} SS

I, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN [AND] PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND I HEREBY CERTIFY THAT SAID INSTRUMENT WAS SIGNED AND DELIVERED SAID INSTRUMENT AS HIS (HER) [THEIR] FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL
THIS _____ DAY OF _____, 20____

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF }
} SS

PROVISIONS OF A CERTAIN MORTGAGE DATED _____, AS MORTGAGEE UNDER AND RECORDED IN THE RECORDER'S OFFICE OF _____ COUNTY, ILLINOIS, AS DOCUMENT NUMBER _____ ENGINEERING THE PROPERTY DESCRIBED ON THIS PLAT OF SUBDIVISION, HEREBY CONSENTS TO RECORDING OF THE SUBDIVISION HEREIN SHOWN.

DATED AT _____

THIS _____ DAY OF _____, A.D., 20____

BY: _____ BY: _____ TITLE: _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF }
} SS

I, COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____, A NOTARY PUBLIC IN THE _____ (TITLE) _____ (TITLE)

OF _____ (COMPANY) WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHO WERE SUBSCRIBED TO THE FOREGOING MORTGAGEE'S CERTIFICATE APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN THEIR CAPACITY FOR THE FOR THE SAID CORPORATION.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS _____ DAY OF _____, A.D., 20____

BY: _____ NOTARY PUBLIC

MAYOR'S CERTIFICATE

APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS
ON THIS _____ DAY OF _____, 20____

MAYOR _____

ATTEST: _____

CITY CLERK _____

PLANNING AND ZONING BOARD CERTIFICATE

APPROVED BY THE PLANNING AND ZONING BOARD OF THE CITY OF DES PLAINES, ILLINOIS
ON THIS _____ DAY OF _____, 20____

CHAIRMAN _____

SPACE FOR I.D.O.T. STAMP

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO CH. 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED, A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

JOSE RIOS, P.E.
REGION ONE ENGINEER

DIRECTOR OF FINANCE CERTIFICATE

I HEREBY THAT THERE ARE NO DELINQUENT OR CURRENT UNPAID SPECIAL ASSESSMENTS ON THE PROPERTY SHOWN ON THIS PLAT.

DATE: _____

DIRECTOR OF FINANCE

DIRECTOR OF PUBLIC WORKS & ENGINEERING CERTIFICATE

APPROVED BY THE DIRECTOR OF PUBLIC WORKS & ENGINEERING OF THE CITY OF DES PLAINES, ILLINOIS ON THIS _____ DAY OF _____, 20____

TIMOTHY P. GANLEY, P.E., DIRECTOR
OF PUBLIC WORKS AND ENGINEERING

DRAINAGE CERTIFICATE

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE IMPAIRED BY THE PROPOSED SUBDIVISION. SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS OWNED BY THE CITY OF DES PLAINES, AND HAS BEEN DESIGNED IN ACCORDANCE WITH THE PLANNED FOR ACCORDANCE WITH GENERAL ENGINEERING PRACTICES, SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.

OWNER _____ REGISTERED PROFESSIONAL ENGINEER

NAME: _____

DATE: _____ FIRM: _____

DATE: _____ (SEA)

SURVEYOR'S AUTHORIZATION TO RECORD

STATE OF ILLINOIS }
COUNTY OF KANE }
} SS

I HEREBY DESIGNATE _____ AND/OR REPRESENTATIVES HEREOF TO RECORD THIS PLAT, A TRUE COPY OF WHICH HAS BEEN RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN MADE TO SAID PLAT.

DATED THIS _____ DAY OF _____, 20____

AT AURORA, KANE COUNTY, ILLINOIS.

COMPLASS SURVEYS, LTD.
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184--002778
LICENSE EXPIRES 4/30/2025

BY: _____
SCOTT C. KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509
EXPIRES 11/30/2024

SURVEYOR'S CERTIFICATE

I, SCOTT C. KREBS, HEREBY CERTIFY THAT I HAVE PREPARED THE PLAT SHOWN HEREON AND COMPLASS SURVEYS, LTD. HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS PLACED IN THE GROUND AS INDICATED HEREON, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE DES PLAINES CITY CODE; THAT THE PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE CITY OF DES PLAINES, WHICH HAS ADOPTED AN OFFICIAL FLOOD INSURANCE RATE MAP, MAP NUMBER 1703TC0219.J, OF COMMUNITY PANEL NUMBER 170158 0219 J, HAVING A REVISED DATE OF AUGUST 19, 2008.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS

THIS _____ DAY OF _____, 20____

COMPLASS SURVEYS, LTD.
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184--002778
LICENSE EXPIRES 4/30/2025

BY: _____
SCOTT C. KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509
LICENSE EXPIRES 11/30/2024



ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, ILLINOIS 60108
PHONE: (630) 820-9100 FAX: (630) 830-7000 EMAIL: ADMIN@CISURVEYING.COM

SCALE: NONE

2 OF 2

PROJ. NO.: 23.0015

CLIENT

Kimley-Horn

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4201 WINFIELD ROAD, SUITE 600,
PICOCA, INDIANA 48765-0550
WWW.KIMLEY-HORN.COM

PROJECT

2777 MANHEIM ROAD SUBDIVISION
DES PLAINES, IL

OWNER / DEVELOPER

GW PROPERTIES
211 N. ELSTON AVENUE, SUITE #600
CHICAGO, IL

DATE: 6/29/2023 FC N/A DRAWN BY: MRA CHECKED BY: SK BOOK N/A PG N/A

NO.	REVISIONS	DATE	BY
1	REVISED PER CITY COMMENTS RECEIVED 7/17/23	7/25/23	MRA
2	REVISED PER CITY COMMENTS	8/17/23	MRA

February 16, 2023

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

RE: 2777 Mannheim Road, Des Plaines – Project Narrative

Dear Village of Des Plaines,

GW Properties is proposing a new development on the Southwest corner of Mannheim Road and Pratt Street in Des Plaines, Illinois. The site would include a 3,000sf free standing quick service restaurant with drive-thru, a 3,500sf building with a pick-up window that can accommodate an additional restaurant and/or retail tenant and finally a 2,850sf free standing quick serve restaurant building with a drive-thru. Our complete development application provides the finding of facts with regard to our site plan, conditional uses and variance requests.

The proposed project if approved would be designed and constructed per the development site plan as submitted. Upon completion, the project would be subdivided into three lots to allow the proposed buildings to be on its own legal lots.

Furthermore, we have spoken with our traffic consultant, KLOA, although not directly with IDOT, in order to determine where to locate the curb cuts for our development. After various discussions with KLOA, we believe that the access drives as shown would be acceptable to IDOT, but still needs further review. Ultimately, all development activities would be completed in accordance with the City of Des Plaines, IDOT and all other governmental/municipal requirements.

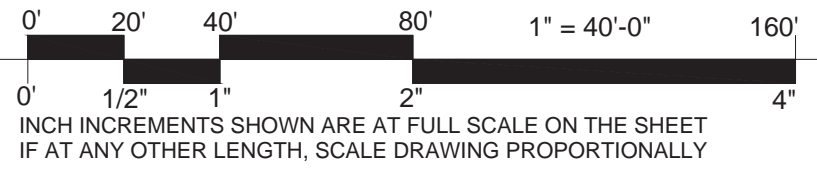
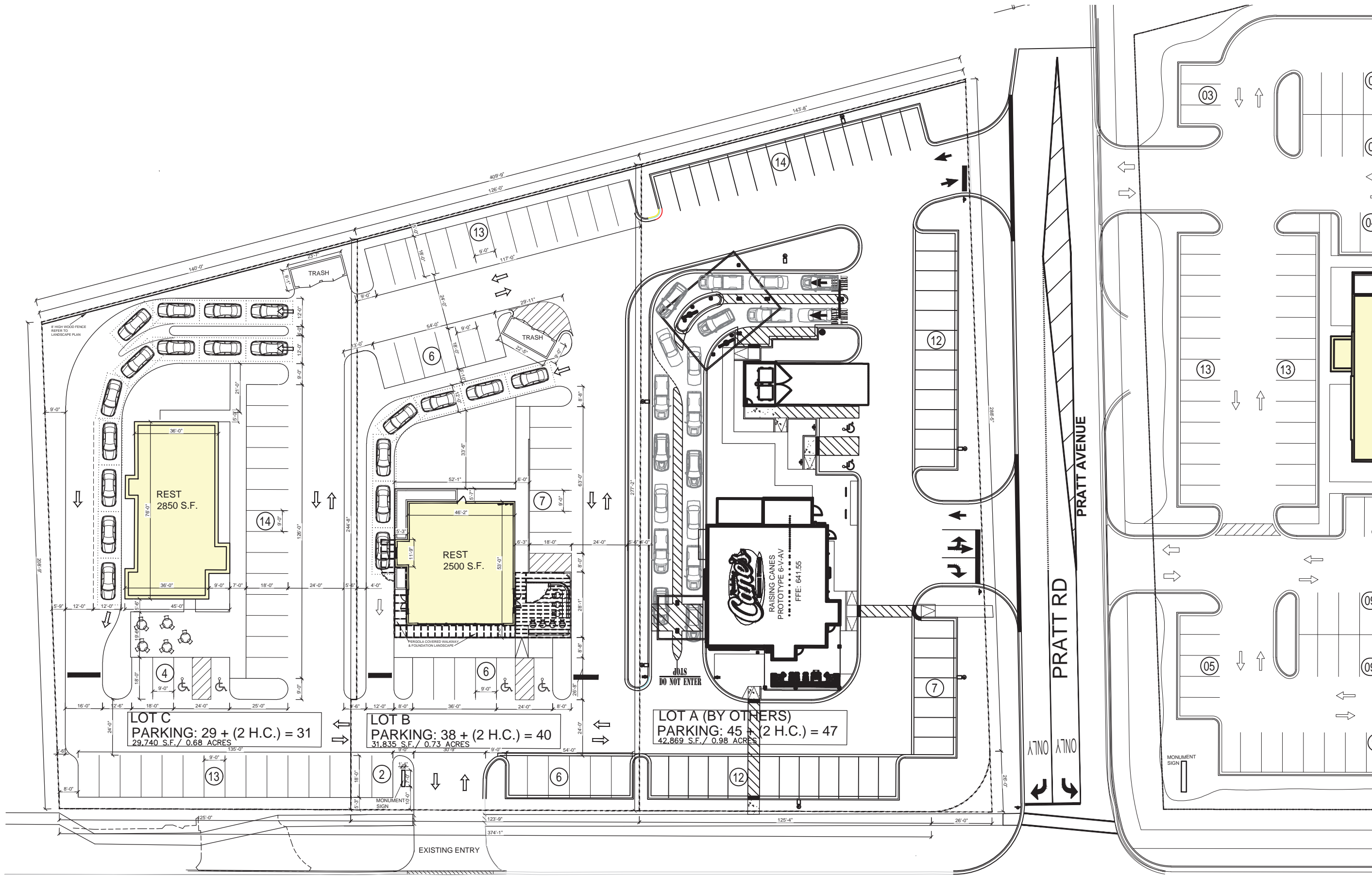
This property would ultimately be transformed from its current state of a banquet hall into a vibrant development with several new businesses and offerings that will be complementary to the surrounding area. This project would create well over a dozen of new full-time jobs in Des Plaines and generate hundreds of thousands of dollars in property and sales tax for the City on an annual basis that do not exist today. This project entails the highest and best use for the property and is a rare opportunity to create one cohesive development that has been thoughtfully designed and considered.

We look forward to working with the City of Des Plaines on all aspects of the proposed development and welcome the opportunity to discuss it soon. If you have any questions, please feel free to contact me.

Regards,



Mitch Goltz
Principal
GW Properties



MANNHEIM RD

SITE STUDY - MULTI TENANT

APPROX. TOTAL LOT AREA: 104,444 SF / 2.4 ACRES
SCALE: 1" = 40'



SITE STUDY - MULTI TENANT
GW PROPERTIES
MANNHEIM & PRATT
DES PLAINES

DESIGN STUDIO 24 LLC
ARCHITECTS
2211 N. Elston Ave. Chicago, IL 60614
Tel.: 847.885.7751 Fax: 847.885.9300

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CAUTION: Contractor to verify all existing conditions, dimensions, etc. PRIOR to bid and construction. Contractor to notify owner and architect of any discrepancies. No site of ignorance to existing conditions found to be different from drawings will be accepted.

CAUTION: This drawing may have been reproduced at a size different than originally drawn. The owner and architect assume no responsibility for the use of incorrect scale. Drawings are NOT to be scaled. Not published. All rights reserved. Notify architect of any discrepancies.

STATEMENT OF COMPLIANCE
I have prepared, or caused to be prepared under my supervision, the attached plans and specifications and state that, to the best of my knowledge and belief and to the extent of my contractual obligation, they are in compliance with the Codes and Ordinances of DES PLAINES, ILLINOIS

STATEMENT OF COMPLIANCE
I have prepared, or caused to be prepared under my supervision, the attached plans and specifications and state that, to the best of my knowledge and belief and to the extent of my contractual obligation, they are in compliance with the Environmental Barriers Act (Ill. Rev. Stat. 1985, ch 111 1/2, pars 3711 as amended) and the Illinois Accessibility Code, 11 ILCS Code 406.

LAST UPDATED	04.10.2023
REVISIONS	

SCALE AS SHOWN
DRAWN BY: MITESH PATEL

MARK T. DiGANCI
REG. ARCHITECT

ST1.0
REST & RETAIL OPT
APR 2023

Drawing name: K:\GIS_DEVA\168726020_GW Properties_Des Plaines II\2 Design\GD\Exhibits\STRIPING EXHIBIT.dwg Date: Jun 30, 2023 12:09pm by: Ian Spence
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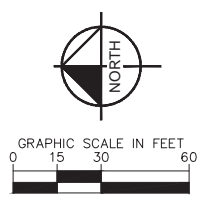
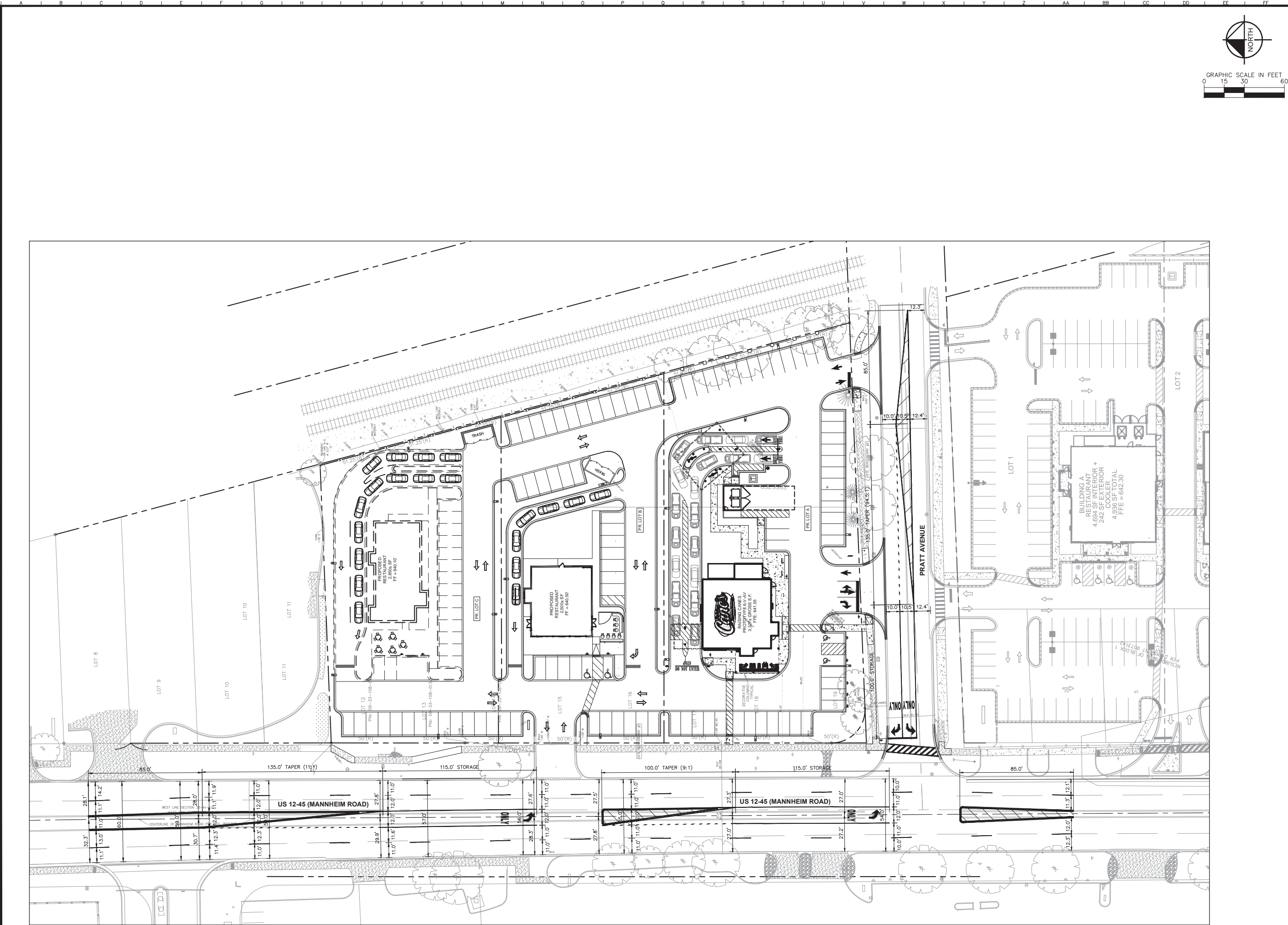


Exhibit C

CONCEPT - GEOMETRICS & STRIPING		SCALE: AS NOTED DESIGNED BY: INS DRAWN BY: INS CHECKED BY: LJT	
ORIGINAL ISSUE: 03/06/2023 KHA PROJECT NO. 168726020 SHEET NUMBER		CITY SUBMITTAL ISSUED FOR DEMOLITION REVISED PER CITY COMMENTS	
2777 MANNHEIM ROAD DES PLAINES, IL 60018		© 2023 KIMLEY-HORN AND ASSOCIATES, INC. 570 LAKE COOK ROAD, SUITE 200 DEERFIELD, IL 60015-7624 WWW.KIMLEY-HORN.COM	
EXH.		DATE: 06/30/23 DATE: 06/20/23 DATE: 04/10/23	

FINAL ENGINEERING PLANS

GW PROPERTIES - DES PLAINES II

2777 MANNHEIM ROAD

DES PLAINES, ILLINOIS 60018



UTILITY AND GOVERNING AGENCY CONTACTS

ENGINEERING DEPARTMENT
CITY OF DES PLAINES
1420 MINER STREET
DES PLAINES, IL 60016
TEL: (847) 391-5385
CONTACT: JOHN LA BERG, P.E., C.F.M.

LOCAL STORM SEWER, SANITARY SEWER, & WATER
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
1111 JOSEPH J. SCHWAB ROAD
DES PLAINES, IL 60016
TEL: (847) 391-5464
CONTACT: TIMOTHY OAKLEY, P.E., C.F.M.

METROPOLITAN WATER RECLAMATION DISTRICT
100 EAST ERIE STREET
CHICAGO, IL 60611
TEL: (708) 588-4055

POWER COMPANY
COMED
TEL: (630) 576-7094

NATURAL GAS COMPANY
NICOR
TEL: (630) 576-7094

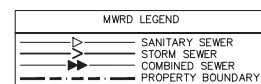
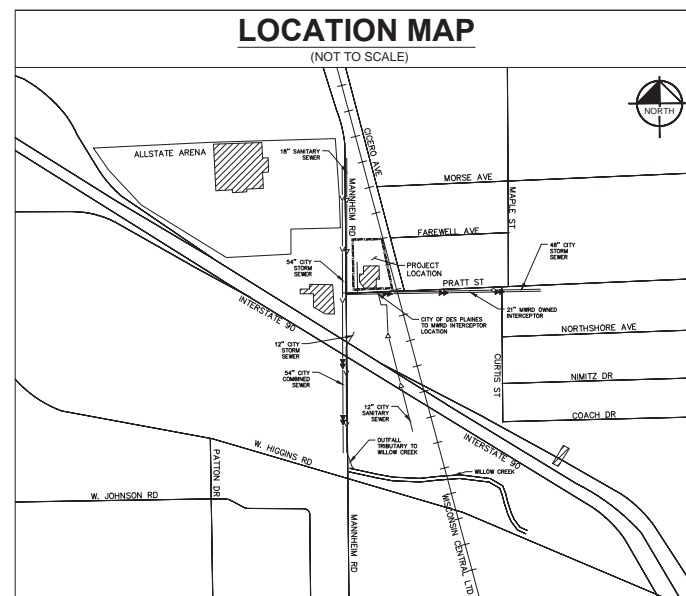
PROJECT TEAM

DEVELOPER
GW PROPERTIES
2211 N. ELSTON AVE., SUITE 304
CHICAGO, IL 60614
TEL: (773) 741-1825
CONTACT: MITCH GOLTZ

LANDSCAPE ARCHITECT
PLANNED ENVIRONMENT ASSOCIATES, INC.
P.O. BOX 2256
CHESTERTON, IN 46304
TEL: (219)-299-3383
CONTACT: JON RUBLE, P.L.A.

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
570 LAKE COOK RD, SUITE 200
DEERFIELD, IL 60015
TEL: (847) 260-7804
EMAIL: ERIC.TRACY@KIMLEY-HORN.COM
CONTACT: ERIC TRACY, P.E.

SURVEYOR
COMPASS SURVEYING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
TEL: (630) 820-9100
CONTACT: SCOTT KREBS, P.L.S.



BENCHMARKS

SITE BENCHMARKS:
(LOCATIONS SHOWN ON SURVEY)

SBM #1 SOUTHEAST BOLT ON FIRST FIRE HYDRANT NORTH OF PRATT AVENUE ON EAST SIDE OF ROUTE 45. ELEVATION=639.81

SBM #2 BOLT ON FIRST FIRE HYDRANT WEST OF RAIL ROAD TRACKS ON NORTH SIDE OF PRATT AVENUE. ELEVATION=641.85

LEGAL DESCRIPTION

PART OF THE WEST 1/2 OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
V0.0	ALTA SURVEY (BY OTHERS)
V0.1	TOPOGRAPHIC SURVEY (BY OTHERS)
C0.1	GENERAL NOTES
C0.2	MWRD GENERAL NOTES
C1.0	DEMOLITION PLAN
C2.0	SITE PLAN
C3.0	EROSION CONTROL PLAN
C3.1	EROSION CONTROL DETAILS
C4.0	GRADING PLAN
C5.0	UTILITY PLAN
C6.0	CONSTRUCTION DETAILS
C6.1	CONSTRUCTION DETAILS
C6.2	CONSTRUCTION DETAILS
C7.0	MWRD PLAN
C8.0	PAVEMENT MARKINGS PLAN - MANNHEIM ROAD
C9.0	CROSS SECTIONS - MANNHEIM ROAD
C9.1	CROSS SECTIONS - MANNHEIM ROAD
C9.2	CROSS SECTIONS - MANNHEIM ROAD
C10.0	IDOT ADA DETAILS

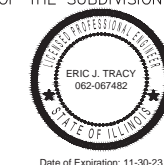
DRAINAGE CERTIFICATION

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF OR THAT IS SUCH SURFACE WATER DRAINAGE WILL CHANGE, ADEQUATE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS 27TH DAY OF JULY, A.D., 2023.

Eric Tracy

ILLINOIS LICENSED PROFESSIONAL ENGINEER 062-067482
MY LICENSE EXPIRES ON NOVEMBER 30, 2023



PROFESSIONAL ENGINEER'S CERTIFICATION

I, ERIC J. TRACY, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THIS SUBMISSION, PERTAINING ONLY TO THE "C" SERIES CIVIL SHEETS LISTED ABOVE BUT EXCLUDING DETAILS PREPARED BY OTHERS, WAS PREPARED ON BEHALF OF GW PROPERTIES BY KIMLEY-HORN AND ASSOCIATES, INC. UNDER MY PERSONAL DIRECTION. THIS TECHNICAL SUBMISSION IS INTENDED TO BE USED AS AN INTEGRAL PART OF AND IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

DATED THIS 27TH DAY OF JULY, A.D., 2023.

Eric Tracy

ILLINOIS LICENSED PROFESSIONAL ENGINEER 062-067482
MY LICENSE EXPIRES ON NOVEMBER 30, 2023
DESIGN FIRM REGISTRATION NUMBER: 184002012-0006



NO.	REVISIONS	DATE	BY
1	CITY SUBMITTAL #2	07/27/23	INS
2	CITY SUBMITTAL	06/30/23	INS
3	ISSUED FOR DEMOLITION	06/20/23	INS
4	REVISED PER CITY COMMENTS	04/10/23	INS

Kimley-Horn
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570 LAKE COOK ROAD, SUITE 200
DEERFIELD, IL 60015
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: INS
DRAWN BY: INS
CHECKED BY: LJT



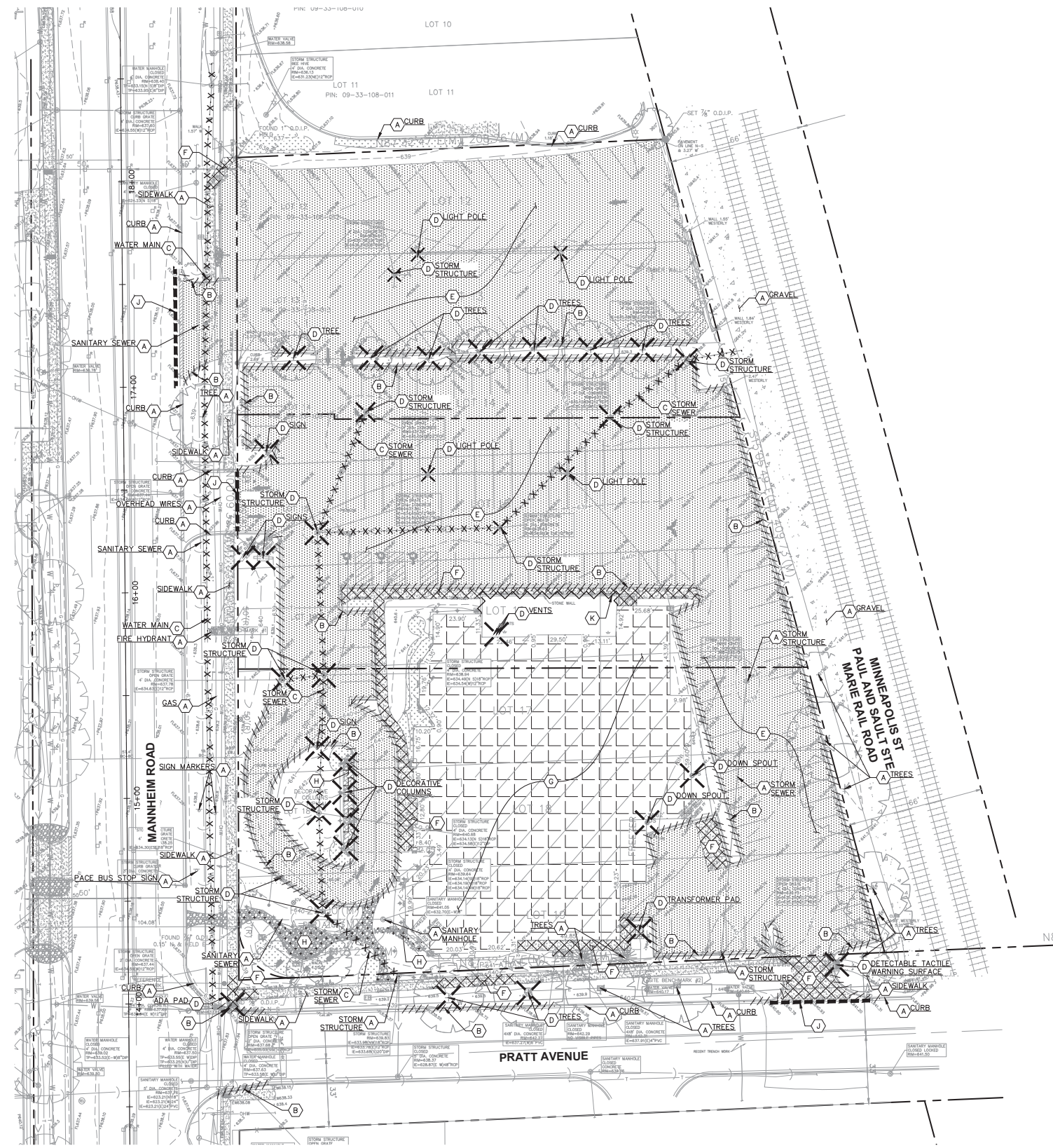
COVER SHEET

GW PROPERTIES
DES PLAINES II
2777 MANNHEIM ROAD
DES PLAINES, IL 60018

ORIGINAL ISSUE:
03/06/2023
KHA PROJECT NO.
168726020
SHEET NUMBER

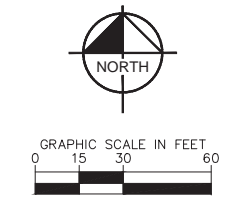
C0.0

Drawing name: K:\GIS_DEV\168726020_gw_properties\des\pln\wg C:\0 Jul 27, 2023 2:44pm by: jms:sen
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WARNING DEMOLITION NOTES

1. WORK WITHIN THE IDOT RIGHT-OF-WAY IS PROHIBITED UNTIL FINAL ENGINEERING PLANS HAVE BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION, AND ALL APPLICABLE PERMIT AND BOND FORMS HAVE BEEN EXECUTED BY ALL PARTIES.
2. CONTRACTOR TO REFER TO SHEET CO.2 MWRD NOTES FOR ADDITIONAL SPECIFICATIONS AND REQUIREMENTS.
3. SITE DEVELOPMENT, INCLUDING BUT NOT LIMITED TO GRADING, PAVING, UTILITY INSTALLATION IS PROHIBITED UNTIL FINAL ENGINEERING PLANS HAVE BEEN APPROVED BY THE CITY OF DES PLAINES AND MWRD AND ALL APPLICABLE FORMS AND SCHEDULES HAVE BEEN EXECUTED BY ALL PARTIES.



DEMOLITION NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF THE EXISTING STRUCTURES, RELATED UTILITIES, PAVING, AND ANY OTHER EXISTING IMPROVEMENTS AS NOTED.
2. CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM PREVIOUS AND CURRENT DEMOLITION OPERATIONS. DISPOSAL WILL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
3. THE GENERAL CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR SHALL NOT DEMOLISH ANYTHING OUTSIDE THE OWNERS LEASE/PROPERTY LINE UNLESS SPECIFICALLY MENTIONED ON THIS SHEET.
4. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES.
5. IF DEMOLITION OR CONSTRUCTION ON SITE WILL INTERFERE WITH THE ADJACENT PROPERTY OWNER'S TRAFFIC FLOW, THE CONTRACTOR SHALL COORDINATE WITH ADJACENT PROPERTY OWNER, TO MINIMIZE THE IMPACT ON TRAFFIC FLOW. TEMPORARY RE-ROUTING OF TRAFFIC IS TO BE ACCOMPLISHED BY USING IDOT APPROVED TRAFFIC BARRICADES, BARRIERS, AND/OR CONES. TEMPORARY SIGNAGE AND FLAGMEN MAY BE ALSO NECESSARY.
6. QUANTITIES DEPICTED ON THIS SHEET SHALL SERVE AS A GUIDE ONLY. CONTRACTOR TO VERIFY ALL DEMOLITION QUANTITIES.
7. REFER TO GEOTECHNICAL REPORT PROVIDED BY OTHERS FOR ALL SUBSURFACE INFORMATION.
8. CONTRACTOR SHALL BEGIN CONSTRUCTION OF ANY LIGHT POLE BASES FOR RELOCATED AND RELOCATION OF ELECTRICAL SYSTEM AS SOON AS DEMOLITION BEGINS. CONTRACTOR SHALL BE AWARE THAT INTERRUPTION OF POWER TO ANY LIGHT POLES OR SIGNS SHALL NOT EXCEED 24 HOURS.
9. EROSION CONTROL MUST BE ESTABLISHED PRIOR TO ANY WORK ON SITE INCLUDING DEMOLITION.
10. THE EXTENT OF SITE DEMOLITION WORK IS AS SHOWN ON THE CONTRACT DOCUMENTS AND AS SPECIFIED HEREIN.
11. CONTRACTOR MUST RECEIVE APPROVAL FROM CIVIL ENGINEER AND GEOTECHNICAL ENGINEER FOR THE MATERIAL TYPE AND USE IF CONTRACTOR DESIRES TO REUSE DEMOLISHED SITE PAVEMENT AS STRUCTURAL FILL.
12. EXISTING UTILITIES, WHICH DO NOT SERVICE STRUCTURES BEING DEMOLISHED, ARE TO BE KEPT IN SERVICE AND PROTECTED AGAINST DAMAGE DURING DEMOLITION OPERATIONS. CONTRACTOR SHALL ARRANGE FOR SHUT-OFF OF UTILITIES SERVING STRUCTURES TO BE DEMOLISHED. CONTRACTOR IS RESPONSIBLE FOR TURNING OFF, DISCONNECTING, AND SEALING INDICATED UTILITIES BEFORE STARTING DEMOLITION OPERATIONS. EXISTING UTILITIES TO BE ABANDONED ARE TO BE CAPPED AT BOTH ENDS AND FILLED WITH FA-1 OR APPROVED EQUAL. ALL UNDERGROUND UTILITIES TO BE REMOVED ARE TO BE BACKFILLED WITH ENGINEERED FILL OR SELECT EXCAVATED MATERIAL, AS APPROVED BY THE GEOTECHNICAL ENGINEER, TO 95% OF MODIFIED PROCTOR DENSITY WITHIN PAVED AREAS AND TO 90% OF MODIFIED PROCTOR DENSITY FOR GREEN SPACE AREAS, IN ACCORDANCE WITH THE EARTHWORK SPECIFICATIONS. ALL PRIVATE UTILITIES (ELECTRIC, CABLE, TELEPHONE, FIBER OPTIC, GAS) SHALL BE REMOVED AND RELOCATED PER THE UTILITY OWNER AND THE LOCAL MUNICIPALITY'S REQUIREMENTS.
13. UNDERGROUND UTILITIES SHOWN ARE BASED ON ATLASSES AND AVAILABLE INFORMATION PRESENTED AT THE TIME OF SURVEY. CONTRACTOR SHOULD CALL 'JULIE' (1-800-892-0123) TO COORDINATE FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES BEFORE ORDERING MATERIALS OR COMMENCING CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY. CONTRACTOR SHALL LOCATE AND PROTECT EXISTING UNDERGROUND AND OVERHEAD UTILITIES DURING CONSTRUCTION. UTILITY PROTECTION SHALL BE COORDINATED WITH THE RESPECTIVE UTILITY OWNER AND AS DIRECTED BY THE GOVERNING MUNICIPALITY. DAMAGED CABLES/CONDUITS SHALL BE REPLACED IMMEDIATELY. ALL EXISTING STRUCTURES TO REMAIN SHALL BE PROTECTED THROUGHOUT THE CONSTRUCTION PROCESS. ALL DAMAGED STRUCTURES SHALL BE REPLACED IN-KIND AND THEIR REPLACEMENT COST SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. PROPER NOTIFICATION TO THE OWNERS OF THE EXISTING UTILITIES SHALL BE MADE AT LEAST 48 HOURS BEFORE CONSTRUCTION COMMENCES.
14. USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT DUST AND DIRT RISING AND SCATTERING IN THE AIR TO THE LOWEST LEVEL. COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION. SEE EROSION CONTROL SHEETS FOR FURTHER EROSION CONTROL REQUIREMENTS.
15. COMPLETELY FILL BELOW-GRADE AREAS AND VOIDS RESULTING FROM DEMOLITION OF STRUCTURES TO THE FINAL LINES AND GRADES SHOWN ON THE CONTRACT DOCUMENTS. BACKFILL MATERIAL SHALL BE IDOT APPROVED CRUSHED Limestone (CA-6) OR APPROVED EQUAL. USE SATISFACTORY SOIL MATERIALS CONSISTING OF STONE, GRAVEL AND SAND, FREE FROM DEBRIS, TRASH, FROZEN MATERIALS, ROOTS AND OTHER ORGANIC MATTER. PRIOR TO PLACEMENT OF FILL MATERIALS, ENSURE THAT AREAS TO BE FILLED ARE FREE OF STANDING WATER, FROST, FROZEN MATERIAL, TRASH AND DEBRIS. PLACE FILL MATERIALS IN HORIZONTAL LAYERS NOT EXCEEDING 9" IN LOOSE DEPTH. COMPACT EACH LAYER AT OPTIMUM MOISTURE CONTENT OF FILL MATERIAL TO RISK OF MODIFIED PROCTOR DENSITY UNLESS SUBSEQUENT EXCAVATION FOR NEW WORK IS REQUIRED.

CITY SUBMITTAL #2	INS	DATE
07/27/23	INS	
06/30/23	INS	
06/20/23	INS	
04/10/23	INS	
ISSUED FOR DEMOLITION		
REVISED PER CITY COMMENTS		
REVISIONS		
No.		

SCALE: AS NOTED
 DESIGNED BY: INS
 DRAWN BY: INS
 CHECKED BY: LIT

Kimley-Horn
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 570 LAKE COOK ROAD, SUITE 200
 DEERFIELD, IL 60015-7624
 WWW.KIMLEY-HORN.COM

GW PROPERTIES
 DEMOLITION PLAN
 DES PLAINES II

ORIGINAL ISSUE:
 03/06/2023
 KHA PROJECT NO.
 168726020
 SHEET NUMBER

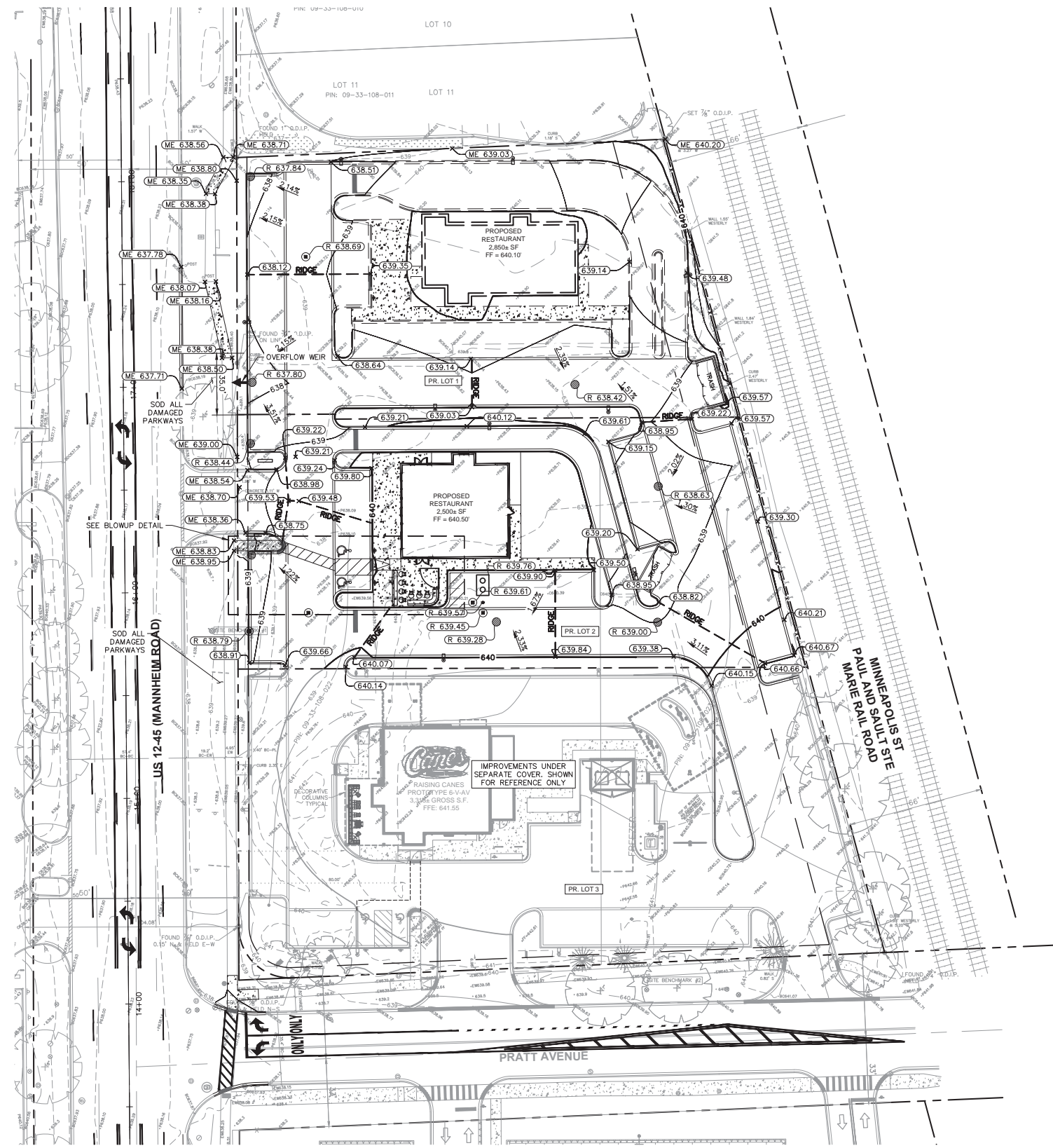
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WARNING: CONTRACTOR TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

DEMOLITION LEGEND

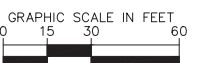
(A)	ITEM TO REMAIN, PROTECT DURING CONSTRUCTION
(B) - - - -	CURB REMOVAL
(C) · X · X ·	UTILITY REMOVAL
(D)	ITEM TO BE REMOVED
(E)	FULL-DEPTH ASPHALT PAVEMENT REMOVAL
(F)	CONCRETE REMOVAL
(G)	BUILDING REMOVAL
(H)	STONE REMOVAL
(I)	BRICK REMOVAL
(J)	SAWCUT LINE
(K)	WALL REMOVAL

Drawing name: K:\GIS_DEVA\168726020_gw_properties\des\plines\11_2_Design\CAD\NonSheet\CAD GRADING PLAN.dwg C:\0 Jul 27, 2023 2:48pm By: Ian Spence
 This document, together with the concepts and designs presented herein, is an instrument of service. It is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.






NORTH



GRAPHIC SCALE IN FEET

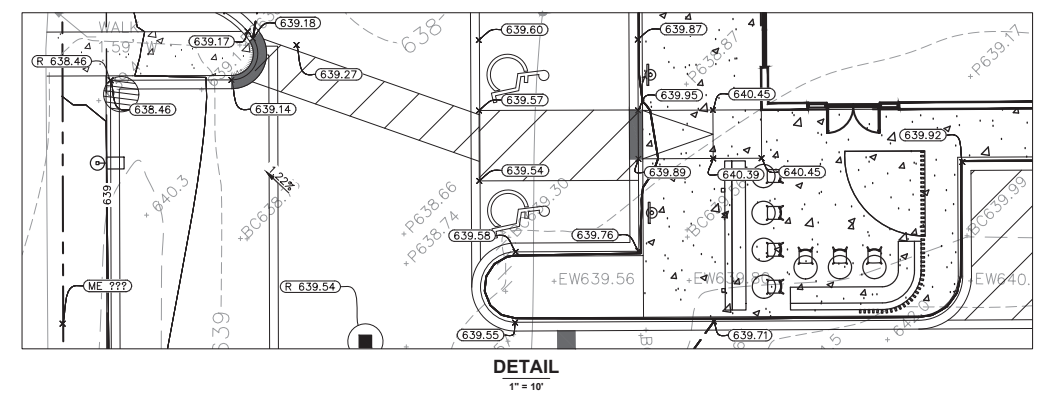


1-800-892-0123


- ### GRADING NOTES
1. CONTRACTOR TO VERIFY ALL EXISTING TOPOGRAPHY AND STRUCTURES ON THE SITE AND IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING WORK.
 2. ALL PAVEMENT SPOT GRADE ELEVATIONS AND RIM ELEVATIONS WITHIN OR ALONG CURB AND GUTTER REFER TO FLOW LINE ELEVATIONS UNLESS OTHERWISE NOTED.
 3. ALL ELEVATIONS SHOWN DEPICT FINISHED GRADE UNLESS OTHERWISE NOTED. GENERAL CONTRACTOR TO COORDINATE WITH EXCAVATION, LANDSCAPE AND PAVING SUBCONTRACTORS REGARDING TOPSOIL THICKNESS FOR LANDSCAPE AREAS AND PAVEMENT SECTION THICKNESS FOR PAVED AREAS TO PROPERLY ENSURE ADEQUATE CUT TO ESTABLISH SUBGRADE ELEVATIONS.
 4. NO EARTHEN SLOPE SHALL BE GREATER THAN 3:1, UNLESS OTHERWISE NOTED.
 5. MAXIMUM SLOPE IN ACCESSIBLE PARKING SPACES AND LOADING ZONES SHALL NOT EXCEED 2.0% IN ALL DIRECTIONS.
 6. MAXIMUM RUNNING SLOPE SHALL NOT EXCEED 5% AND CROSS SLOPE SHALL NOT EXCEED 2% ON ALL SIDEWALKS AND ACCESSIBLE ROUTES.
 7. WHEN NATURAL FLOW OF DRAINAGE IS AWAY FROM CURB, CONTRACTOR TO INSTALL REVERSE GUTTER PITCH.
 8. MATCH EXISTING ELEVATIONS AT THE PROPERTY LIMITS.

GRADING LEGEND


<p>—XXX— PROPOSED CONTOUR</p> <p>- - - - - EXISTING CONTOUR</p> <p>—RIDGE— RIDGE LINE</p> <p>X XXX% SLOPE AND FLOW DIRECTION</p> <p>← 100-YEAR OVERLAND OVERFLOW ROUTE</p> <p>— — — — — PROPOSED SWALE</p> <p>— V V V — REVERSED PITCH CURB AND GUTTER</p> <p>—AR— ACCESSIBLE ROUTE</p>	<p>TP = TOP OF PAVEMENT</p> <p>EP = EDGE OF PAVEMENT</p> <p>FL = FLOW LINE</p> <p>TC = TOP OF CURB</p> <p>ME = MATCH ELEVATION</p> <p>TF = TOP OF FOUNDATION</p> <p>R = RIM ELEVATION</p> <p>FF = FINISHED FLOOR</p> <p>FG = FINISHED GRADE</p>
---	---



	CITY SUBMITTAL #2	07/27/23	INS	BY
	CITY SUBMITTAL	06/30/23	INS	
	ISSUED FOR DEMOLITION	06/20/23	INS	
	REVISED PER CITY COMMENTS	04/10/23	INS	
	REVISIONS	DATE		



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570 LAKE COOK ROAD, SUITE 200
DEERFIELD, IL 60015-7624
WWW.KIMLEY-HORN.COM



GRADING PLAN

GW PROPERTIES

DES PLAINES II

2777 MANNHEIM ROAD
DES PLAINES, IL 60018

ORIGINAL ISSUE:
03/06/2023

KHA PROJECT NO.
168726020

SHEET NUMBER

C4.0

FINAL CIVIL CONSTRUCTION PLANS FOR



RAISING CANE'S DES PLAINES 2781 MANNHEIM ROAD CITY OF DES PLAINES COOK COUNTY, IL 60018

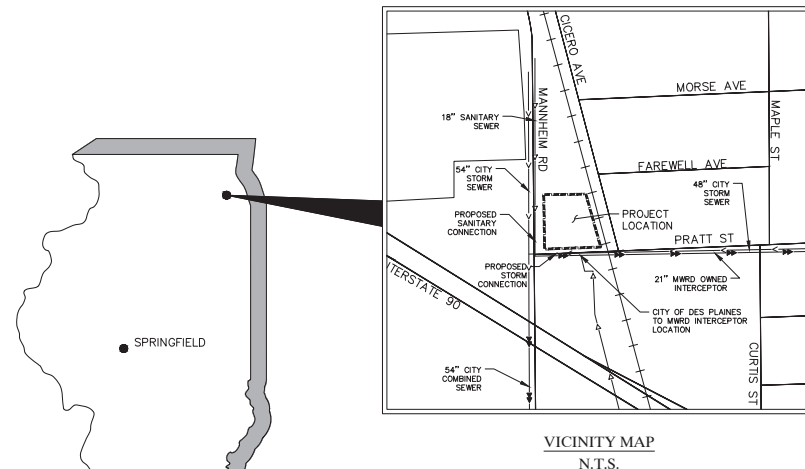
Contact the Metropolitan Water Reclamation District of Greater Chicago 2 days before starting work.

P (708) 588-4055
E WMOJobStart@mwr.org

SHEET LIST TABLE	
Sheet Number	Sheet Title
C1.0	COVER SHEET
C2.0	GENERAL NOTES
C2.1	GENERAL NOTES
V0.0	ALTA SURVEY (BY OTHERS)
V0.1	ALTA SURVEY (BY OTHERS)
C3.0	EROSION CONTROL PLAN
C3.1	EROSION CONTROL NOTES AND DETAILS
C4.0	DEMOLITION PLAN
C5.0	SITE KEYNOTE PLAN
C5.1	DIMENSION CONTROL PLAN
C5.2	STRIPING AND SIGNAGE PLAN
C6.0	GRADING PLAN
C6.1	IDOT CROSS SECTIONS SHEET
C7.0	UTILITY PLAN
C7.1	SANITARY SEWER PROFILES
C8.0	MRWD MAINTENANCE & MITIGATION PLAN
C8.1	MWRD DRAINAGE PLAN
C9.0	CONSTRUCTION DETAILS
C9.1	CONSTRUCTION DETAILS
C9.2	CONSTRUCTION DETAILS
C9.3	CONSTRUCTION DETAILS

GOVERNMENT/UTILITY CONTACTS

PLANNING & DEVELOPMENT DEPARTMENT CONTACT: JONATHAN STYTZ	CITY OF DES PLAINES 1420 MINER STREET DES PLAINES, IL 60016 TEL: (847) 391-5392
ENGINEERING DEPARTMENT CONTACT: JOHN LA BERG	CITY OF DES PLAINES 1420 MINER STREET DES PLAINES, IL 60016 TEL: (847) 391-5385
SANITARY/STORM SEWER CONTACT: TIMOTHY OAKLEY	DEPARTMENT OF PUBLIC WORKS AND ENGINEERING 1111 JOSEPH J. SCHWAB ROAD DES PLAINES, IL 60016 TEL: (847) 391-5464
POWER COMPANY CONTACT: TBD	COMED TEL: (866) 639-3532
NATURAL GAS COMPANY CONTACT: ZACH JARLING	NICOR GAS TEL: (224) 239-3341
TELEPHONE COMPANY CONTACT: TBD	AT&T TEL: (833) 862-0662
MWRD LOCAL SEWERS CONTACT: JAWAD RAHMAN	6001 W. PERSHING RD CICERO, IL 60804 TEL: (708) 488-7851



VICINITY MAP
N.T.S.

NOTES:

- IF REPRODUCED, THE SCALES SHOWN ON THESE PLANS ARE BASED ON A 24" X 36" SHEET.
- ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO CONTRACT COMPLETION AND THE FINAL CONNECTION OF SERVICES.

BENCHMARKS

LOCATIONS SHOWN ON SURVEY

REFERENCE BENCHMARK
VERTICAL DATUM - NAVD83

ALL ELEVATIONS SHOWN HEREON WERE ESTABLISHED BY USING RTK/GPS OBSERVATIONS BASED ON TRIMBLE VRS+ HARN NETWORK

SITE BENCHMARKS:

SITE BENCHMARK #1
SOUTHEAST BOLT ON FIRE HYDRANT ON NORTH OF PRATT AVENUE ON EAST SIDE OF ROUTE 45
ELEVATION = 639.81

SITE BENCHMARK #2
BOLT ON FIRST FIRE HYDRANT WEST OF RAIL ROAD TRACKS ON NORTH SIDE OF PRATT AVENUE
ELEVATION = 641.85

ENGINEER Kimley»Horn

4201 WINFIELD ROAD
SUITE 600
WARRENVILLE, IL 60555
PH. (311) 481-7330
CONTACT: TOM SZAFRANSKI, P.E.

OWNER/DEVELOPER



RAISING CANES RESTAURANT, LLC
6800 BISHOP ROAD
PLANO, TX 75024
(P) (972) 769-3364
CONTACT: LUARON FOSTER

ARCHITECT



ADA ARCHITECTS, INC.
17710 DETROIT AVENUE
LAKEWOOD, OH 44107
(P) (216) 521-5134
CONTACT: DUSTIN JOHNSTON



DRAINAGE CERTIFICATION

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF OR THAT IS SUCH SURFACE WATER DRAINAGE WILL CHANGE, ADEQUATE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS 1ST DAY OF AUGUST, A.D., 2023.

IL LICENSED PROFESSIONAL ENGINEER 062.070698
MY LICENSE EXPIRES ON NOVEMBER 30TH, 2023



Date of Expiration: 11-30-23

PROFESSIONAL ENGINEER'S CERTIFICATION

I, THOMAS J. SZAFRANSKI, A LICENSED PROFESSIONAL ENGINEER OF KIMLEY-HORN AND ASSOCIATES, INC., HEREBY CERTIFY THAT THIS SUBMISSION, PERTAINING ONLY TO THE "C" SERIES CIVIL SHEETS LISTED ABOVE, WAS PREPARED ON BEHALF OF RAISING CANE'S, LLC BY KIMLEY-HORN AND ASSOCIATES, INC. UNDER MY PERSONAL DIRECTION. THIS TECHNICAL SUBMISSION IS INTENDED TO BE USED AS AN INTEGRAL PART OF AND IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

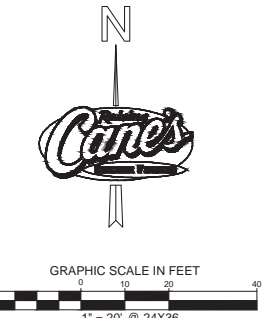
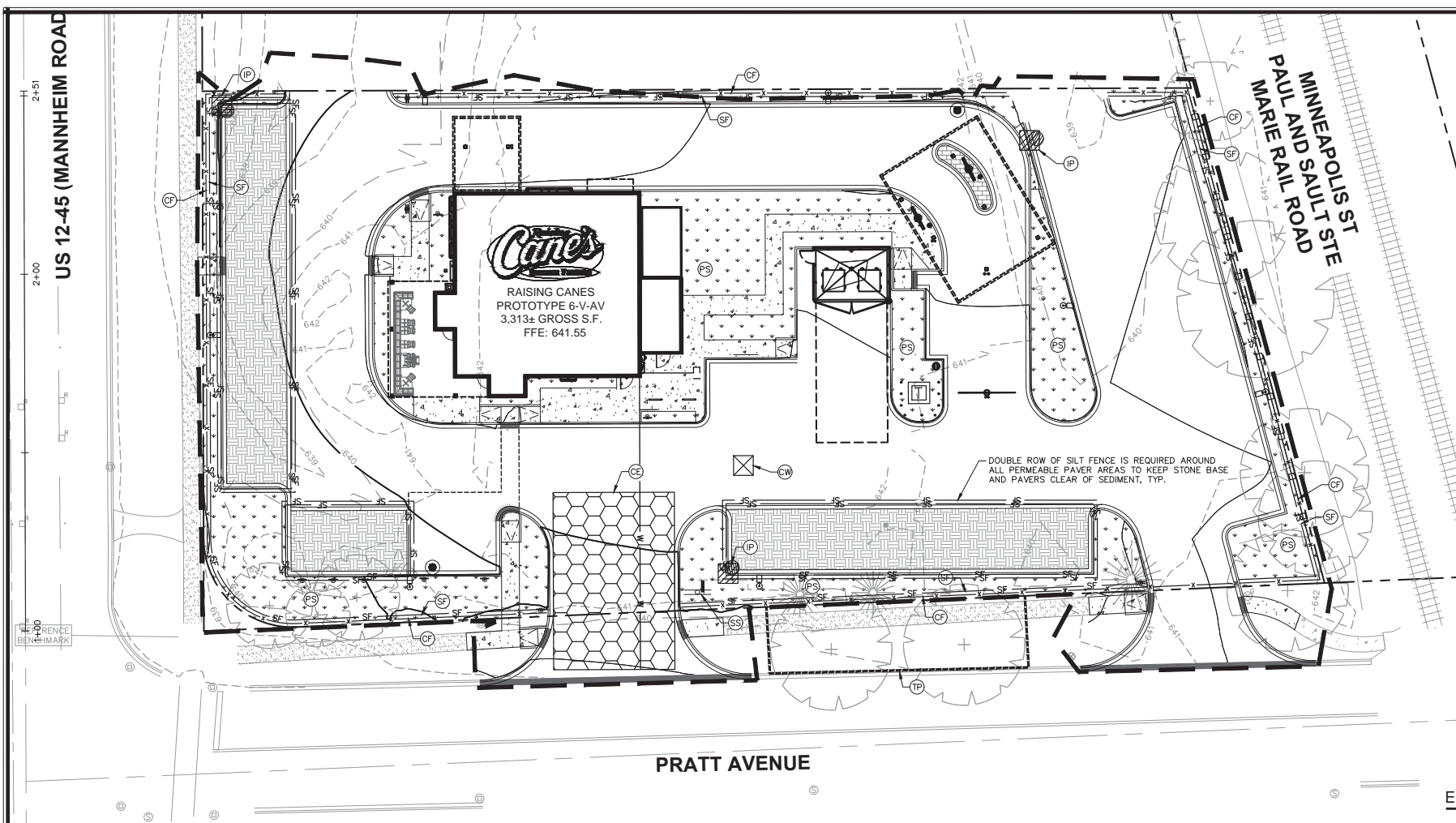
DATED THIS 1ST DAY OF AUGUST, A.D., 2023.

IL LICENSED PROFESSIONAL ENGINEER 062.070698
MY LICENSE EXPIRES ON NOVEMBER 30, 2023.



Date of Expiration: 11-30-23

C1.0



LEGEND

	PROPERTY/LEASE/LOT LINE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED LIMITS OF DISTURBANCE
	PROPOSED DIRECTION OF OVERLAND FLOW W/GRADE
	PROPOSED CLOSED LID STORM STRUCTURE
	PROPOSED OPEN LID STORM STRUCTURE
	EXISTING STORM STRUCTURE
	SILT FENCE. SEE EROSION CONTROL DETAILS.
	6 TALL CHAIN LINK CONSTRUCTION FENCE.
	CONSTRUCTION EXIT. SEE EROSION CONTROL DETAILS.
	PERMANENT STABILIZATION. REFER TO L2.0-LANDSCAPE PLAN
	PROPOSED GRATE INLET PROTECTION. SEE EROSION CONTROL DETAILS.
	CONCRETE WASHOUT. LOCATION DETERMINED BY CONTRACTOR. SEE EROSION CONTROL DETAILS.
	SWPPP INFORMATION SIGN
	TREE PROTECTION FENCE. SEE SHEET L1.0 - TREE PRESERVATION PLAN.

EROSION CONTROL NOTES

- GENERAL CONTRACTOR IS SOLELY RESPONSIBLE FOR SELECTION, IMPLEMENTATION, MAINTENANCE, AND EFFECTIVENESS OF ALL SWPPP CONTROLS - CONTROLS SHOWN ON THIS SITE MAP ARE SUGGESTED CONTROLS ONLY.
- GENERAL CONTRACTOR SHALL RECORD INSTALLATION, MAINTENANCE OR MODIFICATION, AND REMOVAL DATES FOR EACH BMP EMPLOYED (WHETHER CALLED OUT ON ORIGINAL SWPPP OR NOT) DIRECTLY ON THE SITE MAP.
- DRAINAGE PATTERNS ARE SHOWN ON THIS PLAN BY PROPOSED AND EXISTING CONTOURS.
- TEMPORARY AND PERMANENT STABILIZATION PRACTICES AND BMP'S SHALL BE INSTALLED AT THE EARLIEST POSSIBLE TIME DURING THE CONSTRUCTION SEQUENCE. AS AN EXAMPLE, PERIMETER SILT FENCE SHALL BE INSTALLED BEFORE COMMENCEMENT OF ANY GRADING ACTIVITIES. OTHER BMP'S SHALL BE INSTALLED AS SOON AS PRACTICABLE AND SHALL BE MAINTAINED UNTIL FINAL SITE STABILIZATION IS ATTAINED. SEE PHASING SCHEDULE THIS SHEET.
- BMP'S HAVE BEEN LOCATED AS INDICATED ON THIS PLAN IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES IN ORDER TO MINIMIZE SEDIMENT TRANSFER. FOR EXAMPLE, SILT FENCES LOCATED AT TOE OF SLOPE AND INLET PROTECTION FOR INLETS RECEIVING SEDIMENT FROM SITE RUN-OFF.
- GENERAL CONTRACTOR TO PROVIDE INLET PROTECTION IN PUBLIC ROW ONLY DURING EARTH MOVING ACTIVITIES. GENERAL CONTRACTOR TO ENSURE PONDING DOES NOT OCCUR IN PUBLIC ROW OR ON ADJACENT PROPERTIES AT ANY TIME DURING CONSTRUCTION.
- THERE ARE NO ON-SITE OR ADJACENT WETLANDS OR WATERS OF THE U.S. PRESENT ON THIS PROJECT.
- CONSTRUCTION ENTRANCE/EXIT SHALL BE LOCATED SO AS TO PROVIDE THE LEAST AMOUNT OF DISTURBANCE TO THE FLOW OF TRAFFIC IN AND OUT OF THE SITE. ADDITIONALLY, THE CONSTRUCTION ENTRANCE SHALL BE LOCATED TO COINCIDE WITH THE PHASING OF THE PARKING LOT CONSTRUCTION.
- GENERAL CONTRACTOR SHALL PROVIDE INLET PROTECTION FOR ANY AFFECTED INLETS DOWNSTREAM OF THE PROPOSED IMPROVEMENTS, IF NEEDED.
- THE NATURE OF THIS SITE'S CONSTRUCTION CONSISTS OF CLEARING & SITE PREPARATION, EARTHWORK, GRADING, UTILITIES, PAVING, AND LANDSCAPING.
- SEDIMENTATION BASIN: NEITHER A TEMPORARY NOR PERMANENT SEDIMENTATION BASIN HAS BEEN PROVIDED ON THIS SITE BECAUSE THE SITE IS LESS THAN 10 ACRES IN AREA.
- POST CONSTRUCTION STORM WATER POLLUTION CONTROL MEASURES INCLUDE STABILIZATION BY PERMANENT PAVING AND LANDSCAPING.
- GENERAL CONTRACTOR IS RESPONSIBLE FOR MODIFYING THE SWPPP/SITE MAP TO INCLUDE BMP'S FOR ANY OFF-SITE MATERIAL WASTE, BORROW OR EQUIPMENT STORAGE AREAS.
- GENERAL CONTRACTOR IS RESPONSIBLE FOR SUBMITTAL OF NOI, NOT, POSTING OF SITE NOTICES, AND ANY ADDITIONAL INFORMATION OR SUBMITTALS REQUIRED BY IEPA OR LOCAL JURISDICTION.
- COORDINATE EXISTING TREES TO REMAIN WITH LANDSCAPE PLANS. ALL EXISTING TREES TO REMAIN ARE TO RECEIVE TREE PROTECTION AROUND THE CRITICAL ROOT ZONE IN ORDER TO PREVENT DAMAGE DURING CONSTRUCTION. TREE PROTECTION SHOULD BE INSTALLED PRIOR TO ANY DEMOLITION OR EARTH DISTURBING ACTIVITIES.
- CONSTRUCTION ENTRANCE SHOWN ON THIS PLAN FOR REFERENCE ONLY. CONTRACTOR SHALL DETERMINE FINAL LOCATION OF CONSTRUCTION ENTRANCE.
- CONSTRUCTION FENCE SHOWN ON THIS PLAN IS FOR REFERENCE ONLY. CONTRACTOR SHALL INSTALL CONSTRUCTION FENCE AROUND PROPOSED SITE IMPROVEMENTS AND REVISE LOCATION AS NECESSARY TO INSTALL THE PROPOSED IMPROVEMENTS. CONTRACTOR SHALL ENSURE THE FENCE LOCATION DOES NOT IMPACT THE OVERALL DEVELOPMENT.

EROSION CONTROL SCHEDULE AND PHASING

- THE PROJECT SHALL BE IN GENERAL CONFORMANCE WITH THE FOLLOWING PHASING SCHEDULE. REFERENCE THE NPDES GENERAL PERMIT FOR DETAILED REQUIREMENTS.
- PHASE 1 - DEMOLITION**
- INSTALL PERIMETER BMP'S INCLUDING THE CONSTRUCTION ENTRANCE/EXIT, SWPPP SIGNAGE, SILT FENCE, AND ALL OTHER NECESSARY BMP'S ACCORDING TO THE LOCATION SHOWN ON THE EROSION CONTROL PLAN. CLEAR ONLY THE MINIMUM AREA REQUIRED TO INSTALL BMP'S.
 - SET THE PROJECT OFFICE TRAILER AND PREPARE TEMPORARY PARKING AND STORAGE AREAS. NOTE: IF LOCATION IS NOT WITHIN PROPERTY BOUNDARY, CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FROM THE CITY OF DES PLAINES FOR ALL AREA USED OUTSIDE OF THE PROPERTY LIMITS.
 - DENOTE DATES OF BMP INSTALLATION AND MAINTENANCE ON SITE-MAPS.
 - BEGIN DEMOLITION AND CLEARING OF THE SITE.
 - STABILIZATION OF DISTURBED AREAS MUST BE INITIATED WHENEVER CLEARING, GRADING, OR EARTH DISTURBING ACTIVITIES HAVE CEASED ON ANY PORTION OF THE SITE, OR TEMPORARILY CEASED AND WILL NOT RESUME WITHIN 14 DAYS PER GENERAL PERMIT REQUIREMENTS.
- PHASE 2 - GRADING**
- ENSURE APPROPRIATE BMP'S ARE IN PLACE DOWNSTREAM OF SITE WORK OR WHERE RUNOFF MAY EXIT THE SITE.
 - BEGIN GRADING THE SITE.
 - SEED AND RE-VEGETATE SLOPES AS AREAS ARE BROUGHT TO GRADE OR STOCKPILES THAT WILL REMAIN INACTIVE FOR 14 DAYS PER GENERAL PERMIT REQUIREMENTS.
- PHASE 3 - UTILITIES**
- KEEP ALL STORM WATER POLLUTION PREVENTION MEASURES IN PLACE.
 - INSTALL UTILITIES, STORM DRAINS, CURB AND GUTTERS.
 - INSTALL INLET PROTECTION AS SPECIFIED ON PLAN SHEETS AS STORM STRUCTURES ARE INSTALLED.
 - TEMPORARILY STABILIZE, THROUGHOUT CONSTRUCTION, ANY DISTURBED AREAS THAT ARE LIKELY TO REMAIN INACTIVE FOR 14 DAYS.
- PHASE 4 - PAVING**
- KEEP ALL STORM WATER POLLUTION PREVENTION MEASURES IN PLACE.
 - STABILIZE SUBGRADE.
 - PAVE PARKING LOT AND SIDEWALKS AS SPECIFIED ON PLAN SHEETS.
- PHASE 5 - LANDSCAPING AND DEVELOPMENT**
- INSTALL LANDSCAPING PER THE LANDSCAPE PLANS AND DETAILS.
 - REMOVE EROSION CONTROL DEVICES WHEN FINAL STABILIZATION IS ACHIEVED PER THE NPDES GENERAL PERMIT.
 - STABILIZE ANY AREAS DISTURBED BY REMOVAL OF BMP'S.

SITE DATA

LOT/LEASE AREA	0.99 ± AC
TOTAL DISTURBED AREA	1.08 ± AC



STORE:
RAISING CANE'S RESTAURANT
 2781 MANNHEIM RD
 DES PLAINES, IL 60018
 PROTOTYPE P6-V-AV
 SCHEME: B
 RESTAURANT #RC1009
 VERSION: 2023-1.0 RELEASE 5.22.2023



PERMIT SET

ENGINEER INFORMATION:
Kimley»Horn
 3023 KIMLEY-HORN AND ASSOCIATES, INC.
 4201 WINFIELD ROAD, SUITE 600, IL 60555
 PHONE: 630-487-5550
 WWW.KIMLEY-HORN.COM

KH JOB NO. 168418039

SHEET REVISIONS

#	DATE	TYPE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

EROSION CONTROL PLAN

ISSUE DATE: 08/01/2023

JOB NO. 22297

C3.0
 SHEET NO.



Restaurant Support Office
6800 Bishop Road, Plano, TX 75024
Tele: 972-769-3100 Fax: 972-769-3101

STORE:
RAISING CANE'S RESTAURANT
2781 MANNHEIM RD
DES PLAINES, IL 60018
PROTOTYPE P6-V-AV
SCHEME: B
RESTAURANT #RC1009
VERSION: 2023-1.0 RELEASE 5.22.2023

ADA ARCHITECTS
17710 Detroit Avenue, Lakewood, Ohio 44107
Phone (216) 521-5134 Fax (216) 521-4824
www.adaarchitects.com

PERMIT SET

ENGINEER INFORMATION:
Kimley»Horn
3023 KIMLEY-HORN AND ASSOCIATES, INC.
4201 WINFIELD ROAD, SUITE 600, IL 60555
PHONE: 630-487-5550
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KH JOB NO. 168418039

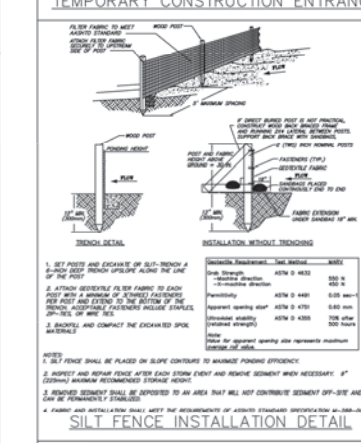
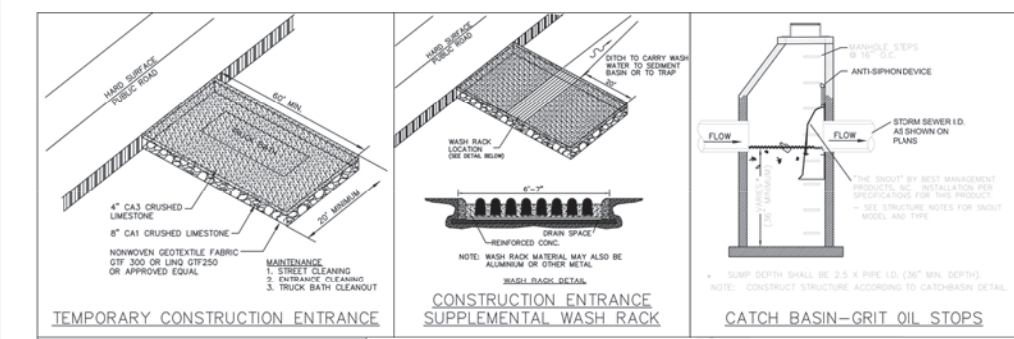
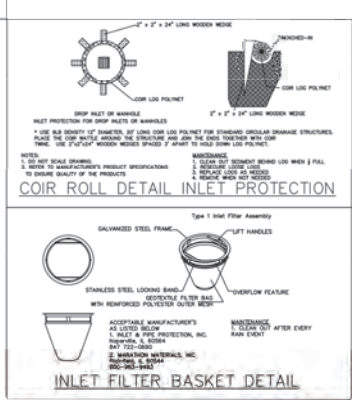
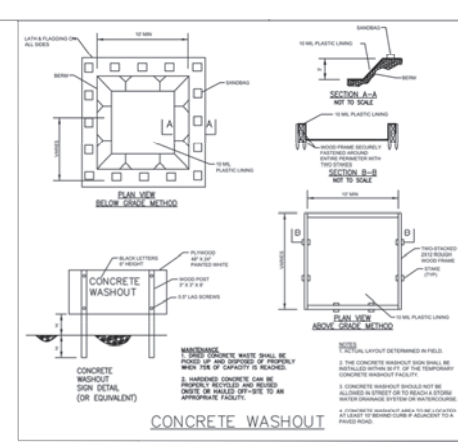
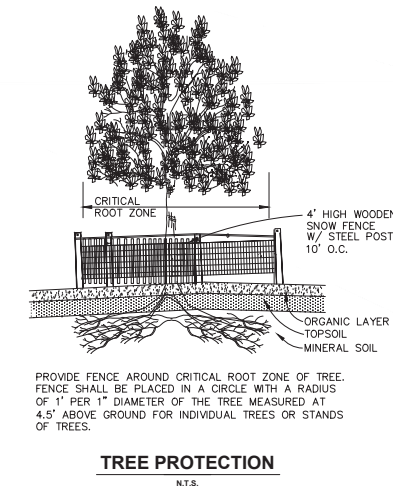
SHEET REVISIONS		
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EROSION CONTROL NOTES AND DETAILS
ISSUE DATE: 08/01/2023
JOB NO. 22297
C3.1
SHEET NO.

Stabilization Type	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Permanent Seeding		A				X	X	X	X	X		
Dormant Seeding	B											
Temporary Seeding		C				X	X	X	X			
Sodding						E	X	X				
Mulching												

A = Kentucky Bluegrass @ 90 lbs/oc. Mixed with Perennial Ryegrass @ 30 lbs/oc.
B = Kentucky Bluegrass @ 135 lbs/oc. Mixed with Perennial Ryegrass @ 45 lbs/oc.
C = Spring Oats @ 100 lbs/oc.
D = Wheat or Cereal rye @ 150 lbs/oc.
E = Sod
F = Straw Mulch (Hydrumulch or use Straw Blanket) @ 2 tons/oc.
XXX = Irrigation needed.
Irrigation should be provided as necessary to thoroughly establish intended growth.

TYPICAL SOIL PROTECTION CHART



REV. NO.	DATE	DESCRIPTION



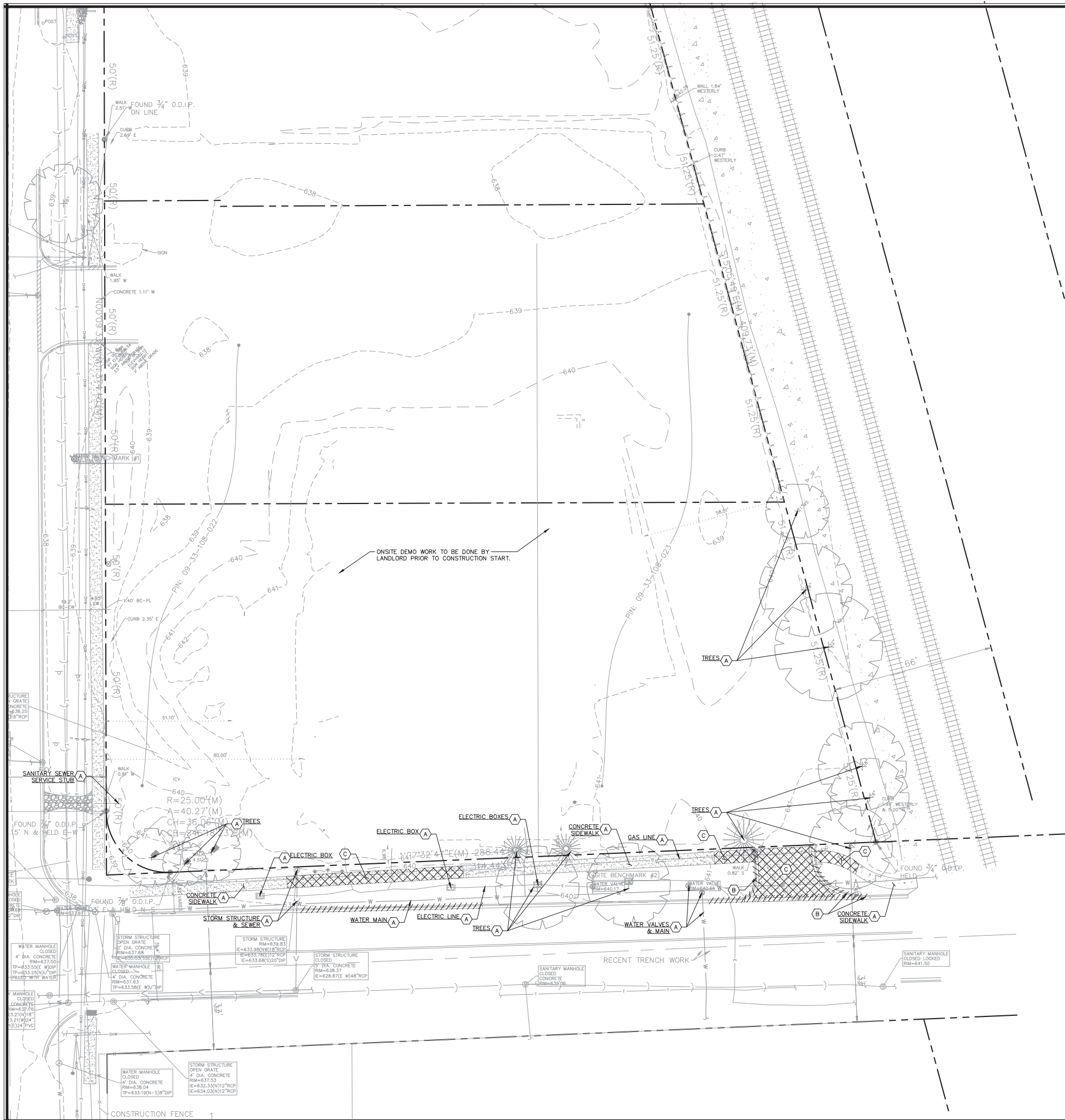
CITY OF DES PLAINES
PUBLIC WORKS AND ENGINEERING DEPARTMENT
1420 MINER STREET
DES PLAINES, IL 60018
PHONE-847-391-5390 FAX 847-391-5619
WWW.DESPLAINES.ORG

SOIL EROSION AND SEDIMENT CONTROL DETAILS

DESIGNED BY BLS/AJD
CHECKED BY AJD
APPROVED BY TPO
DATE 2/7/2023

SCALE
HORIZ: N/A
VERT: N/A
SHEET NO.
1 OF 1





DEMOLITION LEGEND

- (A) ITEM TO REMAIN, PROTECT DURING CONSTRUCTION
- (B) CURB REMOVAL
- (C) CONCRETE REMOVAL

DEMOLITION NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF THE EXISTING STRUCTURES, RELATED UTILITIES, PAVING, AND ANY OTHER EXISTING IMPROVEMENTS AS NOTED.
2. CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM PREVIOUS AND CURRENT DEMOLITION OPERATIONS. DISPOSAL WILL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
3. THE GENERAL CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR SHALL NOT DEMOLISH ANYTHING OUTSIDE THE OWNERS LEASE/PROPERTY LINE UNLESS SPECIFICALLY MENTIONED ON THIS SHEET.
4. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES.
5. IF DEMOLITION OR CONSTRUCTION ON SITE WILL INTERFERE WITH THE ADJACENT PROPERTY OWNER'S TRAFFIC FLOW, THE CONTRACTOR SHALL COORDINATE WITH ADJACENT PROPERTY OWNER, TO MINIMIZE THE IMPACT ON TRAFFIC FLOW. TEMPORARY RE-ROUTING OF TRAFFIC IS TO BE ACCOMPLISHED BY USING IDOT APPROVED TRAFFIC BARRICADES, BARRELS, AND/OR CONES. TEMPORARY SIGNAGE AND FLAGMEN MAY BE ALSO NECESSARY.
6. QUANTITIES DEPICTED ON THIS SHEET SHALL SERVE AS A GUIDE ONLY. CONTRACTOR TO VERIFY ALL DEMOLITION QUANTITIES.
7. REFER TO GEOTECHNICAL REPORT PROVIDED BY OTHERS FOR ALL SUBSURFACE INFORMATION.
8. CONTRACTOR SHALL BEGIN CONSTRUCTION OF ANY LIGHT POLE BASES FOR RELOCATED LIGHT FIXTURES AND RELOCATION OF ELECTRICAL SYSTEM AS SOON AS DEMOLITION BEGINS. CONTRACTOR SHALL BE AWARE THAT INTERRUPTION OF POWER TO ANY LIGHT POLES OR SIGNS SHALL NOT EXCEED 24 HOURS.
9. EROSION CONTROL MUST BE ESTABLISHED PRIOR TO ANY WORK ON SITE INCLUDING DEMOLITION.
10. THE EXTENT OF SITE DEMOLITION WORK IS AS SHOWN ON THE CONTRACT DOCUMENTS AND AS SPECIFIED HEREIN.
11. CONTRACTOR MUST RECEIVE APPROVAL FROM CIVIL ENGINEER AND GEOTECHNICAL ENGINEER FOR THE MATERIAL TYPE AND USE IF CONTRACTOR DESIRES TO REUSE DEMOLISHED SITE PAVEMENT AS STRUCTURAL FILL.
12. EXISTING UTILITIES, WHICH DO NOT SERVICE STRUCTURES BEING DEMOLISHED, ARE TO BE KEPT IN SERVICE AND PROTECTED AGAINST DAMAGE DURING DEMOLITION OPERATIONS. CONTRACTOR SHALL ARRANGE FOR SHUT-OFF OF UTILITIES SERVING STRUCTURES TO BE DEMOLISHED. CONTRACTOR IS RESPONSIBLE FOR TURNING OFF, DISCONNECTING, AND SEALING INDICATED UTILITIES BEFORE STARTING DEMOLITION OPERATIONS. EXISTING UTILITIES TO BE ABANDONED ARE TO BE CAPPED AT BOTH ENDS AND FILLED WITH FA-1 OR APPROVED EQUAL. ALL UNDERGROUND UTILITIES TO BE REMOVED ARE TO BE BACKFILLED WITH ENGINEERED FILL OR SELECT EXCAVATED MATERIAL, AS APPROVED BY THE GEOTECHNICAL ENGINEER, TO 95% OF MODIFIED PROCTOR DENSITY WITHIN PAVED AREAS AND TO 90% OF MODIFIED PROCTOR DENSITY FOR GREEN SPACE AREAS, IN ACCORDANCE WITH THE EARTHWORK SPECIFICATIONS. ALL PRIVATE UTILITIES (ELECTRIC, CABLE, TELEPHONE, FIBER OPTIC, GAS) SHALL BE REMOVED AND RELOCATED PER THE UTILITY OWNER AND THE LOCAL MUNICIPALITY'S REQUIREMENTS.
13. UNDERGROUND UTILITIES SHOWN ARE BASED ON ATLASSES AND AVAILABLE INFORMATION PRESENTED AT THE TIME OF SURVEY. CONTRACTOR SHOULD CALL "JULIE" (1-800-892-0123) TO COORDINATE FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES BEFORE ORDERING MATERIALS OR COMMENCING CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY. CONTRACTOR SHALL LOCATE AND PROTECT EXISTING UNDERGROUND AND OVERHEAD UTILITIES DURING CONSTRUCTION. UTILITY PROTECTION SHALL BE COORDINATED WITH THE RESPECTIVE UTILITY OWNER AND AS DIRECTED BY THE GOVERNING MUNICIPALITY. DAMAGED CABLES/CONDUITS SHALL BE REPLACED IMMEDIATELY. ALL EXISTING STRUCTURES TO REMAIN SHALL BE PROTECTED THROUGHOUT THE CONSTRUCTION PROCESS. ALL DAMAGED STRUCTURES SHALL BE REPLACED IN-KIND AND THEIR REPLACEMENT COST SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. PROPER NOTIFICATION TO THE OWNERS OF THE EXISTING UTILITIES SHALL BE MADE AT LEAST 48 HOURS BEFORE CONSTRUCTION COMMENCES.
14. USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT DUST AND DIRT RISING AND SCATTERING IN THE AIR TO THE LOWEST LEVEL. COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION. SEE EROSION CONTROL SHEETS FOR FURTHER EROSION CONTROL REQUIREMENTS.
15. COMPLETELY FILL BELOW-GRADE AREAS AND VOIDS RESULTING FROM DEMOLITION OF STRUCTURES TO THE FINISH LINES AND GRADES SHOWN ON THE CONTRACT DOCUMENTS. BACKFILL MATERIAL SHALL BE IDOT APPROVED CRUSHED LIMESTONE (CA-6) OR APPROVED EQUAL. USE SATISFACTORY SOIL MATERIALS CONSISTING OF STONE, GRAVEL AND SAND, FREE FROM DEBRIS, TRASH, FROZEN MATERIALS, ROOTS AND OTHER ORGANIC MATTER. PRIOR TO PLACEMENT OF FILL MATERIALS, ENSURE THAT AREAS TO BE FILLED ARE FREE OF STANDING WATER, FROST, FROZEN MATERIAL, TRASH AND DEBRIS. PLACE FILL MATERIAL IN HORIZONTAL LAYERS NOT EXCEEDING 9" IN LOOSE DEPTH. COMPACT EACH LAYER AT OPTIMUM MOISTURE CONTENT OF FILL MATERIAL TO 95% OF MODIFIED PROCTOR DENSITY UNLESS SUBSEQUENT EXCAVATION FOR NEW WORK IS REQUIRED.
16. CONTRACTOR SHALL ADJUST EXISTING VALVES, MANHOLE RIMS, ETC. AS NECESSARY TO MATCH FINISHED GRADE.



STORE:
RAISING CANE'S RESTAURANT
 2781 MANNHEIM RD
 DES PLAINES, IL 60018
 PROTOTYPE P6-V-AV
 SCHEME: B
 RESTAURANT #RC1009
 VERSION: 2023-1.0 RELEASE 5.22.2023



PERMIT SET

ENGINEER INFORMATION:
Kimley»Horn
 3023 KIMLEY-HORN AND ASSOCIATES, INC.
 4201 WINFIELD ROAD, SUITE 600, IL 60555
 PHONE: 630-487-5550
 WWW.KIMLEY-HORN.COM

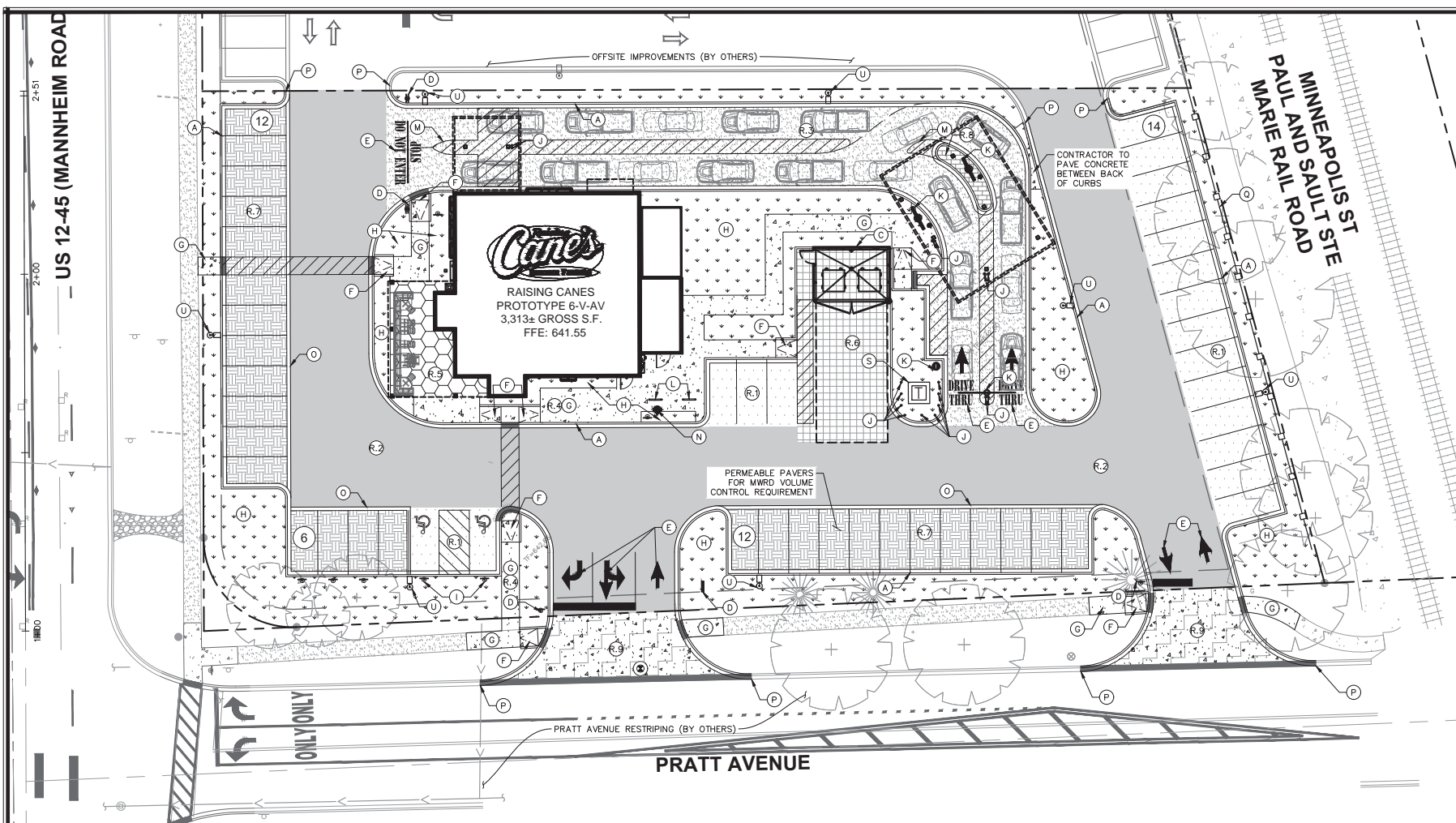
KH JOB NO. 168418039

SHEET REVISIONS

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DEMOLITION PLAN

ISSUE DATE: 08/01/2023
 JOB NO. 22297
C4.0
 SHEET NO.



SITE LEGEND

(A)	B6.12 BARRIER CURB AND GUTTER. SEE CONSTRUCTION DETAILS.
(B)	NOT USED.
(C)	RECYCLING/TRASH DUMPSTER LOCATION. SEE ARCHITECTURAL PLANS FOR DETAILS OF SCREENING, GATES, BOLLARDS AND FINISHES.
(D)	SITE DIRECTIONAL SIGN. SEE SHEET.
(E)	DIRECTIONAL PAVEMENT MARKING. SEE SHEET.
(F)	BARRIER FREE RAMP. SEE CONSTRUCTION DETAILS.
(G)	CONCRETE SIDEWALK. SEE CONSTRUCTION DETAILS.
(H)	LANDSCAPE AREA. SEE LANDSCAPE PLANS FOR DETAILS.
(I)	ACCESSIBLE PARKING SIGN.
(J)	4" PIPE BOLLARD. SEE ARCHITECTURAL PLANS FOR DETAILS.
(K)	DRIVE THRU ORDER BOARD. PRE-ORDER BOARD OR HEIGHT DETECTOR. SEE ARCHITECTURAL PLANS FOR DETAILS.
(L)	BIKE RACK. SEE ARCHITECTURAL PLANS FOR DETAILS.
(M)	PAVEMENT STRIPING.
(N)	PROPOSED FIRE HYDRANT. SEE SHEET C7.0 - UTILITY PLAN FOR DETAILS.
(O)	1" CONCRETE CURB RIBBON. SEE CONSTRUCTION DETAILS.
(P)	TIE PROPOSED CURB AND GUTTER TO EXISTING CURB & GUTTER WITH SMOOTH, CONTIGUOUS TRANSITIONS.
(Q)	8" WOOD FENCE (BY LANDLORD).
(R1)	STANDARD DUTY ASPHALT PAVEMENT. SEE CONSTRUCTION DETAILS.
(R2)	HEAVY DUTY ASPHALT PAVEMENT. SEE CONSTRUCTION DETAILS.
(R3)	HEAVY DUTY INTEGRAL COLORED CONCRETE PAVEMENT. SEE CONSTRUCTION DETAILS AND GENERAL NOTES.
(R4)	STANDARD DUTY CONCRETE PAVEMENT. FOR SIDEWALK. SEE CONSTRUCTION DETAILS.
(R5)	PATIO AREA PAVING. SEE ARCHITECTURAL PLANS FOR DETAILS.
(R6)	HEAVY DUTY INTEGRAL COLORED CONCRETE PAVEMENT AT TRASH ENCLOSURE. SEE CONSTRUCTION DETAILS.
(R7)	PERMEABLE PAVERS. SEE SHEETS C8.0 AND C9.1 FOR COARSE AGGREGATE DEPTHS AND SPECIFICATIONS.
(R8)	PAVERS - BELGARD HOLLAND STONE, LEGACY PAVERS IN HERRINGBONE/BASKET WEAVE PATTERN, CHARCOAL OR SIMILAR GREY COLOR.
(R9)	HEAVY DUTY CONCRETE APRON.
(S)	TRANSFORMER PAD LOCATION. SEE ELECTRICAL PLANS FOR DETAILS.
(T)	NOT USED.
(U)	LIGHT POLE. SEE LIGHTING PLANS FOR DETAILS.

SITE ANALYSIS TABLE

EXISTING ZONING	C-3	
PROPOSED USE	RESTAURANT W/ DRIVE THRU	
LOT AREA	42,869 SF / 0.98 AC	
GROSS BUILDING AREA	3,313 SF	
PARKING STALL REQUIREMENT		
NET FLOOR AREA (EXCLUDING MECH. ROOMS, FOOD PREP, RESTROOMS, AND PATIO) = 1,297 SF		
1 SPACE PER 50 SF = 26 SPACES		
1 SPACE PER 3 EMPLOYEES = 5 SPACES (ASSUMES 15 EMPLOYEES)		
TOTAL PARKING	31 SPACES	47 SPACES
ACCESSIBLE	2 SPACES	2 SPACES

LEGEND

- PROPERTY/LEASE/LOT LINE
- ADJACENT PROPERTY LINE
- PROPOSED CONCRETE CURB & GUTTER
- EXISTING CURB & GUTTER
- DEPRESSED CURB AND GUTTER
- PROPOSED PARKING COUNT
- STANDARD DUTY ASPHALT PAVEMENT. SEE CONSTRUCTION DETAILS.
- HEAVY DUTY ASPHALT PAVEMENT. SEE CONSTRUCTION DETAILS.
- HEAVY DUTY CONCRETE PAVEMENT. INTEGRAL COLOR 860 GRAPHITE (IRON OXIDE) SEE GENERAL NOTES - PAVING NOTES.
- STANDARD DUTY CONCRETE FOR SIDEWALKS. SEE CONSTRUCTION DETAILS.
- PATIO PAVEMENT. SEE ARCHITECTURAL AND STRUCTURAL PLANS.
- HEAVY DUTY CONCRETE PAVEMENT AT TRASH ENCLOSURE. INTEGRAL COLOR 860 GRAPHITE (IRON OXIDE) SEE CONSTRUCTION DETAILS.
- PERMEABLE PAVERS. SEE SHEETS C8.0 AND C9.1 FOR COARSE AGGREGATE DEPTHS AND SPECIFICATIONS.
- PAVERS - BELGARD HOLLAND STONE, LEGACY PAVERS IN HERRINGBONE/BASKET WEAVE PATTERN, CHARCOAL OR SIMILAR GREY COLOR.
- HEAVY DUTY CONCRETE APRON

SITE NOTES

- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR SITE LIGHTING & ELECTRICAL PLAN.
- REFERENCE ARCHITECTURAL PLANS FOR DUMPSTER ENCLOSURE DETAILS.
- EXISTING UTILITY STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COSTS SHALL BE INCLUDED IN BASE BID.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, UNLESS OTHERWISE NOTED ON PLANS INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COSTS SHALL BE INCLUDED IN BASE BID.
- EXISTING SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY COMPASS SURVEYING, LTD. DATED SEPTEMBER 5TH 2022.
- ALL PROPOSED PAVING IN CITY R.O.W. AND EASEMENTS TO CONFORM TO CITY OF DES PLAINES STANDARDS.
- CONTRACTOR SHALL ADJUST EXISTING VALVES, MANHOLE RIMS, ETC. AS NECESSARY TO MATCH FINISHED GRADE.
- REFERENCE LANDSCAPE PLANS FOR PROPOSED BUFFERS, SCREENING, AND PLANTING.
- THERE ARE EXISTING TREES ONSITE. REFER TO LANDSCAPE PLAN (BY OTHERS) FOR TREES TO REMAIN.
- CONTRACTOR SHALL SAWCUT ALONG ALL EXISTING PAVEMENT TO PROVIDE CLEAN UNIFORM SURFACE TO TIE INTO PROPOSED PAVEMENT.
- CONTRACTOR SHALL RESTORE ALL DAMAGED PARKWAYS WITH SOG.

BENCHMARKS

LOCATIONS SHOWN ON SURVEY

REFERENCE BENCHMARK:
VERTICAL DATUM - NAVD88

ALL ELEVATIONS SHOWN HERON WERE ESTABLISHED BY USING RTK/GPS OBSERVATIONS BASED ON TRIMBLE VRS HARN NETWORK

SITE BENCHMARKS:

SITE BENCHMARK #1
SOUTHEAST BOLT ON FIRE HYDRANT ON NORTH OF PRATT AVENUE ON EAST SIDE OF ROUTE 45
ELEVATION = 639.81

SITE BENCHMARK #2
BOLT ON FIRST FIRE HYDRANT WEST OF RAIL ROAD TRACKS ON NORTH SIDE OF PRATT AVENUE
ELEVATION = 641.85

Call Before You Dig
7-11
1-800-892-0123

CAUTION!!
CONTRACTOR IS TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

Restaurant Support Office
6800 Bishop Road, Plano, TX 75024
Tele: 972-769-3100 Fax: 972-769-3101

STORE:
RAISING CANE'S RESTAURANT
2781 MANNHEIM RD
DES PLAINES, IL 60018
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SCHEME: B
RESTAURANT #RC1009
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ADA ARCHITECTS

17710 Detroit Avenue, Lakewood, Ohio 44107
Phone (216) 521-5134 Fax (216) 521-4824
www.adaarchitects.com

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3023 KIMLEY-HORN AND ASSOCIATES, INC.
4201 WINFIELD ROAD, SUITE 600, IL 60555
PHONE: 630-487-5550
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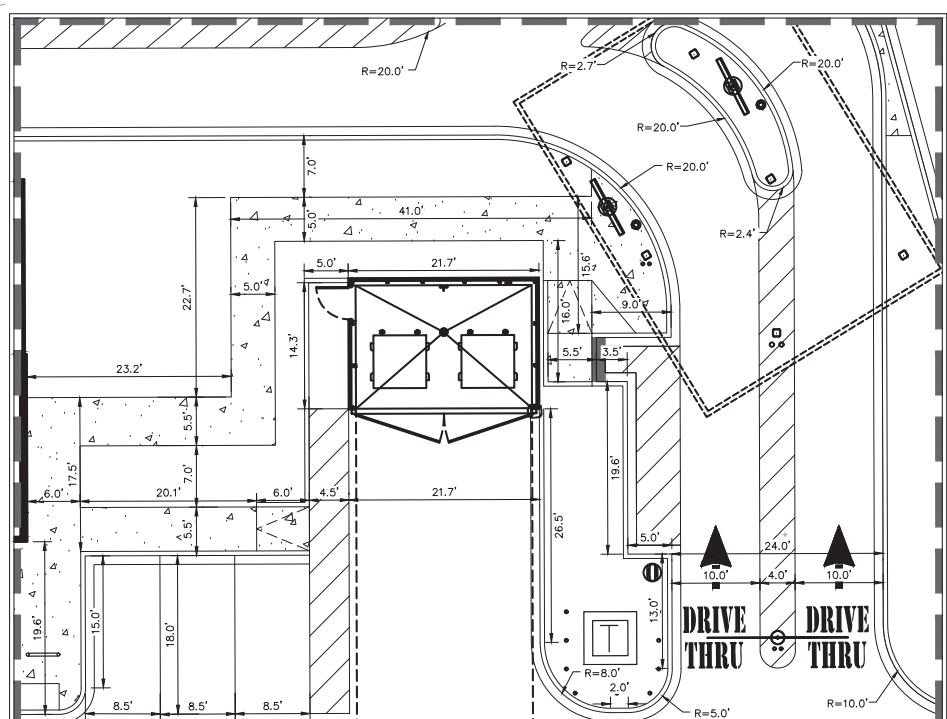
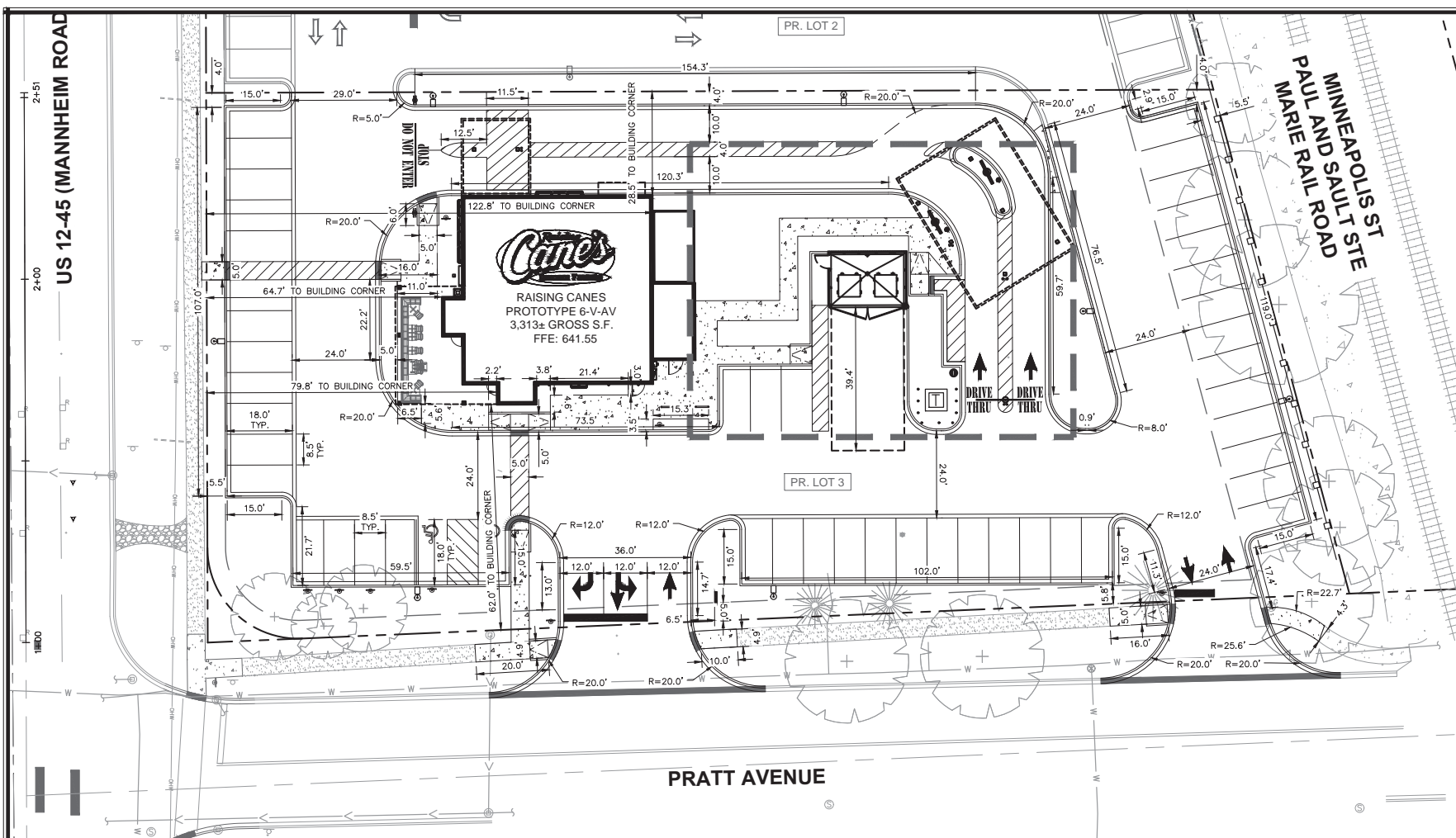
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SHEET REVISIONS

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SITE KEYNOTE PLAN

ISSUE DATE: 08/01/2023
JOB NO. 22297
C5.0
SHEET NO.

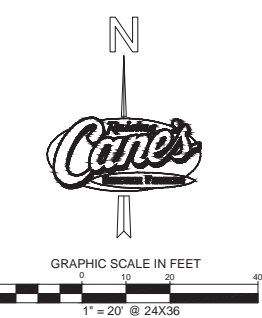


DIMENSION NOTES

1. ALL CURB RADII ARE TO BE 3' ADJACENT TO PARKING STALLS UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. ALL CURBS SHALL BE 6" STANDARD EXCEPT WHERE OTHERWISE NOTED ON PLANS.
4. REFERENCE LANDSCAPE PLANS FOR PROPOSED BUFFERS, SCREENING, AND PLANTING.

LEGEND

- PROPERTY/LEASE/LOT LINE
- - - ADJACENT PROPERTY LINE
- ▭ PROPOSED CONCRETE CURB & GUTTER
- ▭ EXISTING CURB & GUTTER



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 4201 WINFIELD ROAD, SUITE 600, IL 60555
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 WWW.KIMLEY-HORN.COM

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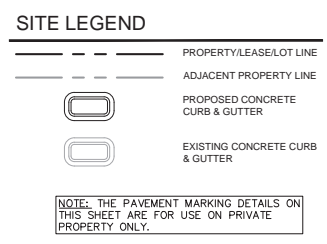
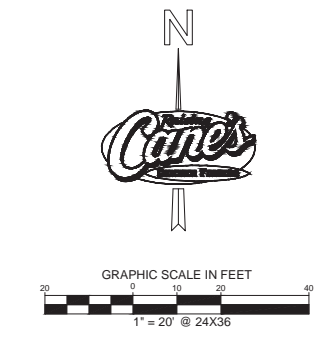
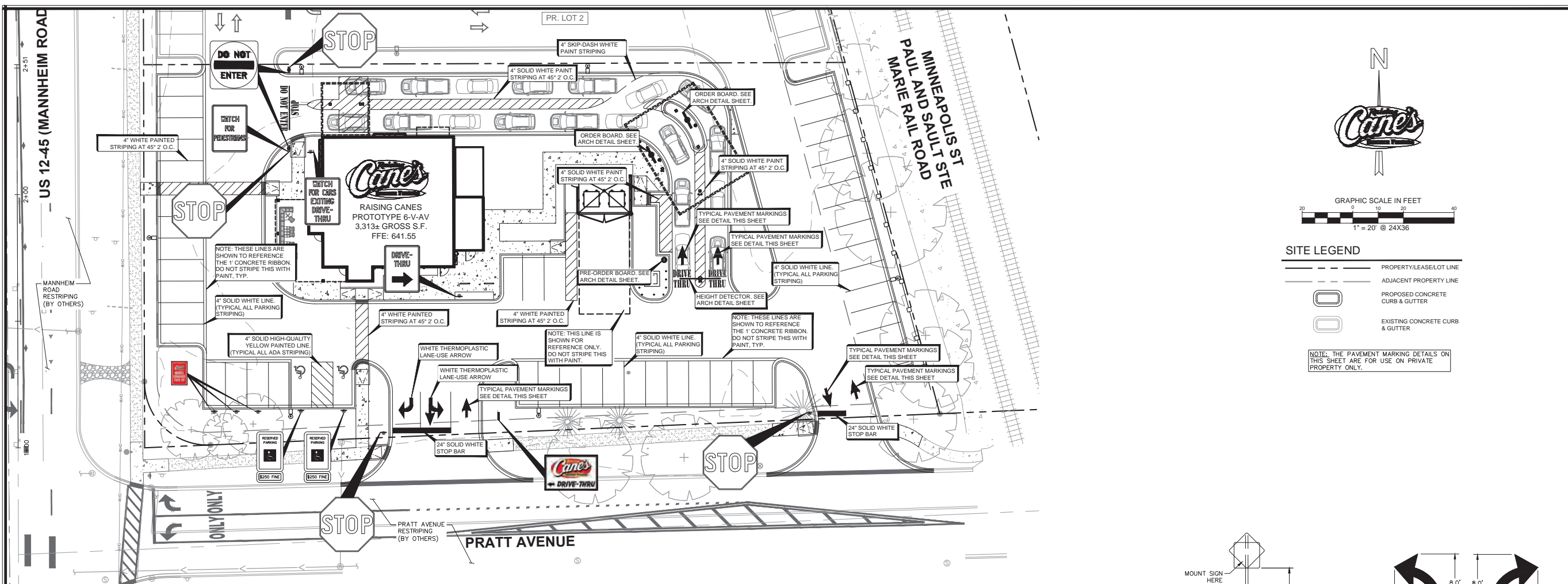
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DIMENSION CONTROL PLAN
 ISSUE DATE: 08/01/2023
 JOB NO. 22297
C5.1
 SHEET NO.

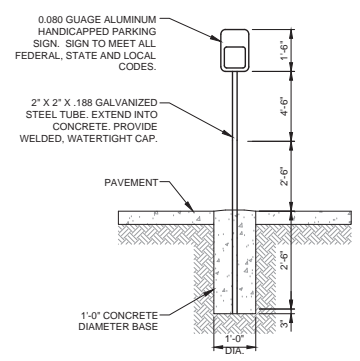
BENCHMARKS

LOCATIONS SHOWN ON SURVEY
 REFERENCE BENCHMARK:
 VERTICAL DATUM - NAVD88
 ALL ELEVATIONS SHOWN HEREON WERE ESTABLISHED BY USING RTK/GPS OBSERVATIONS BASED ON TRIMBLE VRS HARN NETWORK.
 SITE BENCHMARKS:
 SITE BENCHMARK #1
 SOUTHEAST BOLT ON FIRE HYDRANT ON NORTH OF PRATT AVENUE ON EAST SIDE OF ROUTE 45
 ELEVATION = 639.81
 SITE BENCHMARK #2
 BOLT ON FIRST FIRE HYDRANT WEST OF RAIL ROAD TRACKS ON NORTH SIDE OF PRATT AVENUE
 ELEVATION = 641.85

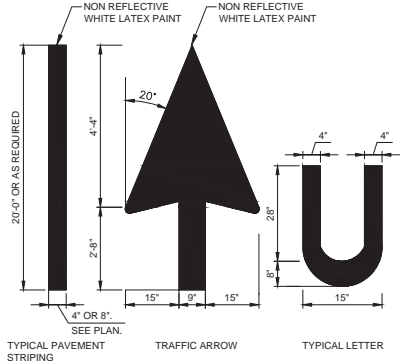




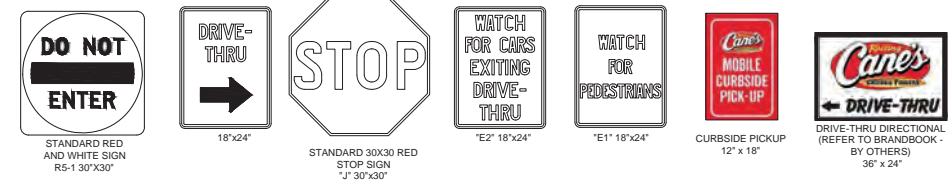
STORE:
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 2781 MANNHEIM RD
 DES PLAINES, IL 60018
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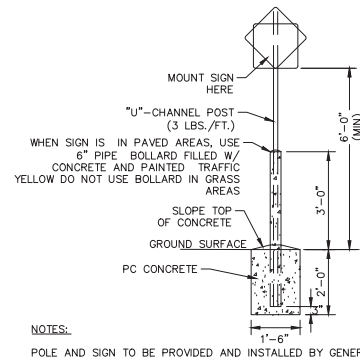
"HANDICAPPED PARKING" SIGN POST DETAIL
 N.T.S.



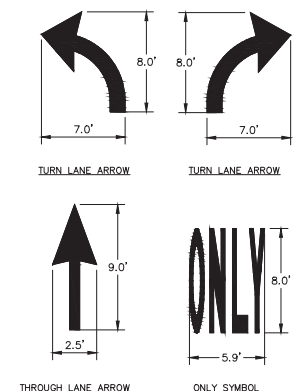
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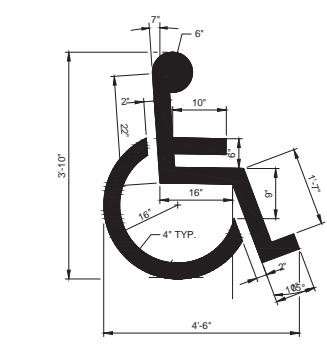
STANDARD PARKING LOT SIGNS
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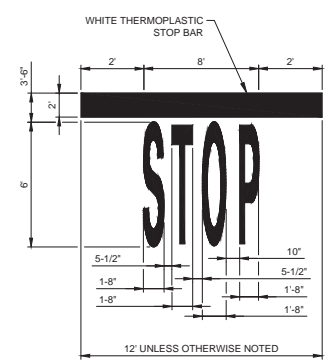
STANDARD SIGN BASE
 N.T.S.



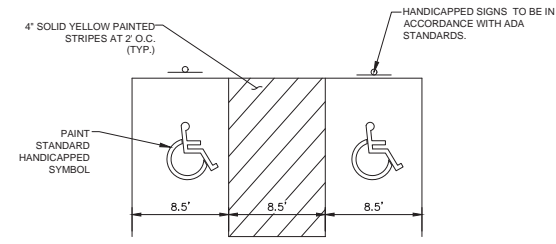
TRAFFIC FLOW ARROW
 N.T.S.



HANDICAPPED PARKING SYMBOL DETAIL
 N.T.S.



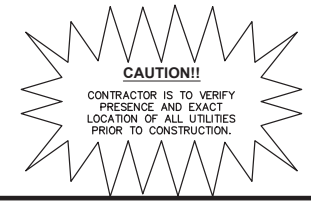
STOP BAR DETAIL
 N.T.S.



ACCESSIBLE PARKING DETAIL
 N.T.S.

BENCHMARKS

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PERMIT SET

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 3023 KIMLEY-HORN AND ASSOCIATES, INC.
 4201 WINFIELD ROAD, SUITE 600, IL 60555
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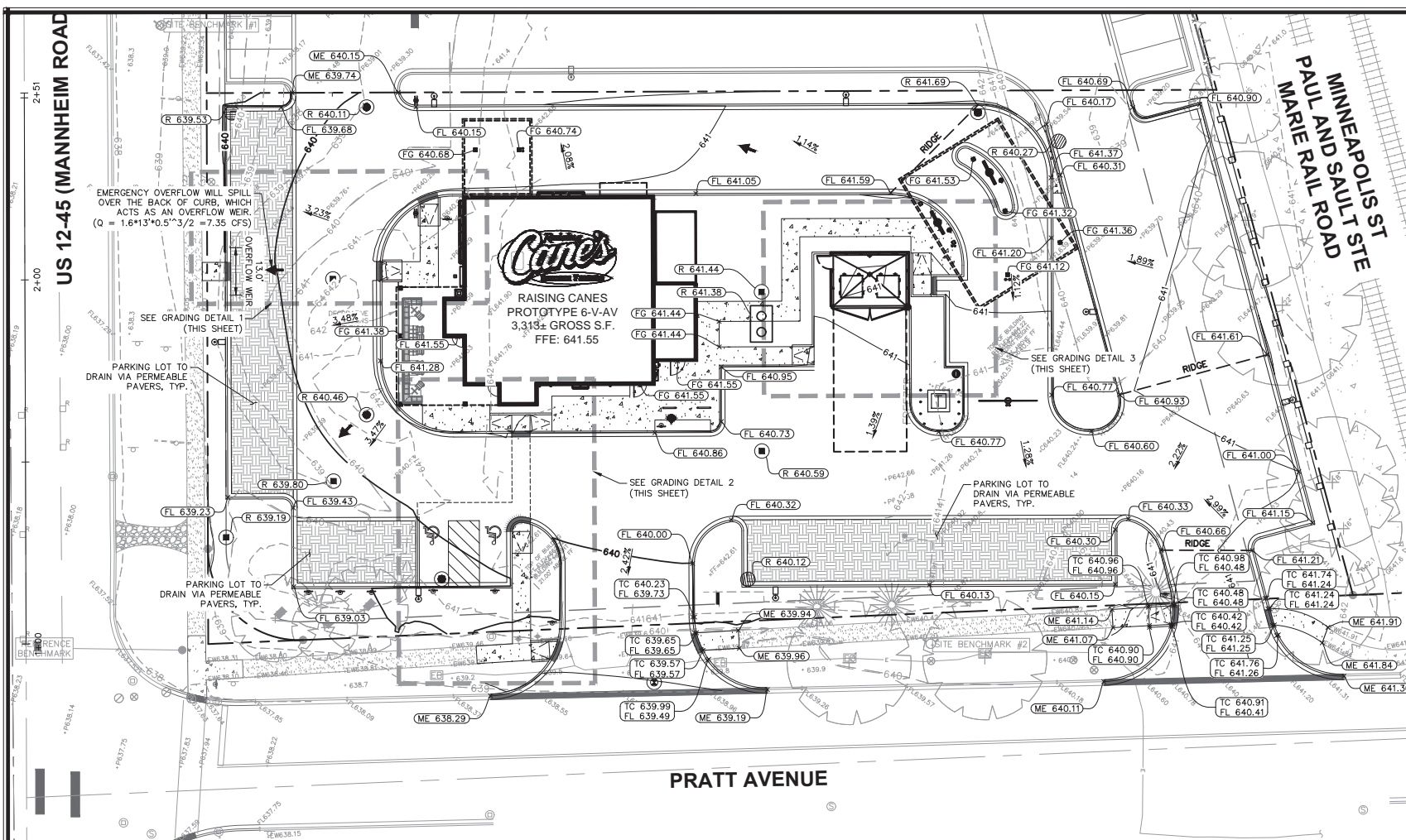
STRIPING AND SIGNAGE PLAN

ISSUE DATE: 08/01/2023

JOB NO. 22297

C5.2

SHEET NO.



- ### GRADING LEGEND
- PROPERTY/LEASE/LOT LINE
 - ADJACENT PROPERTY LINE
 - EXISTING EASEMENT
 - - - 650 EXISTING CONTOUR
 - - - 650 PROPOSED CONTOUR
 - 1.00% PROPOSED FLOW ARROW WITH SLOPE
 - FL FLOW LINE
 - TS TOP OF SLAB (DUMPSTER PAD)
 - ME MATCH EXISTING ELEVATION
 - FG FINISHED GRADE
 - EG EXISTING GRADE
 - R RIM ELEVATION
 - RIDGE PROPOSED RIDGE
 - ← 100 YEAR OVERLAND FLOW ROUTE

- ### UTILITY LEGEND
- ⊕ EX. HYDRANT
 - ⊕ EX. SANITARY SEWER MANHOLE
 - ⊕ EX. STORM MANHOLE
 - ⊕ EX. STORM STRUCTURE
 - ⊕ PROPOSED STORM STRUCTURE
 - ⊕ PROPOSED SANITARY MANHOLE
 - ⊕ PROPOSED STORM/SANITARY CLEANOUT
 - ⊕ PROPOSED WATER STRUCTURE
 - ⊕ PROPOSED TRANSFORMER
 - ⊕ LIGHT POLE

GRADING NOTES

1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THESE PLANS AND THE CITY OF DES PLAINES STANDARDS AND SPECIFICATIONS.
2. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL MAKE CERTAIN THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
3. THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL VERIFY THE SUITABILITY OF ALL EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSIONS BEFORE COMMENCEMENT OF ANY CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES. MINOR ADJUSTMENTS TO FINISH GRADE TO ACCOMPLISH SPOT DRAINAGE ARE ACCEPTABLE, IF NECESSARY, UPON PRIOR APPROVAL OF ENGINEER. PAVING INSTALLED SHALL "FLUSH OUT" AT ANY JUNCTURE WITH EXISTING PAVING.
4. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
5. ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED.
6. EXISTING AND PROPOSED GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT.
7. THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE EPA OR APPLICABLE STATE GENERAL N.P.D.E.S. PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
8. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
9. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
10. FOR CURRENT TOPOGRAPHIC INFORMATION REFER TO SHEETS V0.0 AND V0.1 ALTA SURVEY. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SUPPLY, AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.
11. ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 4H:1V OR STEEPER. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED.
12. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
13. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING FOOTPRINT DIMENSIONS.
14. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND FINAL GEOTECH REPORT FOR BUILDING SUBGRADE PREPARATION REQUIREMENTS.
15. CONTRACTOR SHALL ADJUST EXISTING VALVES, MANHOLE RIMS, ETC. AS NECESSARY TO MATCH FINISHED GRADE. CONTRACTOR SHALL CONFIRM ALL EXISTING MANHOLES WITHIN PROJECT AREA ARE IN COMPLIANCE WITH CURRENT CITY OF DES PLAINES REQUIREMENTS. CONTRACTOR SHALL IMPROVE STRUCTURES AS NECESSARY TO MEET CURRENT REQUIREMENTS.
16. ALL ELEVATIONS ARE TOP OF PAVEMENT UNLESS NOTED OTHERWISE. TO GET TOP OF CURB ELEVATIONS ADD 6" TO THE ELEVATION SHOWN.
17. GRADING FOR ALL SIDEWALKS AND ACCESSIBLE ROUTES INCLUDING CROSSING DRIVEWAYS SHALL CONFORM TO ADA STANDARDS. SLOPES SHALL NOT EXCEED 5% LONGITUDINAL SLOPE OR 2% CROSS SLOPE. SIDEWALK ACCESS TO EXTERNAL BUILDING DOORS SHALL BE ADA COMPLIANT. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF ADA CRITERIA CANNOT BE MET AT ANY LOCATION.
18. ANY PROPOSED CONTOURS SHOWN ARE APPROXIMATE. PROPOSED SPOT ELEVATIONS AND DESIGNATED GRADIENT ARE TO BE USED IN THE EVENT OF ANY DISCREPANCIES.
19. REFER TO EROSION CONTROL PLAN FOR EROSION CONTROL DEVICES TO BE INSTALLED PRIOR TO COMMENCING GRADING OPERATIONS.
20. ALL VEGETATION SHALL BE CLEARED AND GRUBBED FOR ALL AREAS TO BE DISTURBED.
21. ALL FILL TO BE PLACED SHALL BE IN ACCORDANCE WITH THE CURRENT APPLICABLE GEOTECHNICAL REPORT RECOMMENDATIONS.



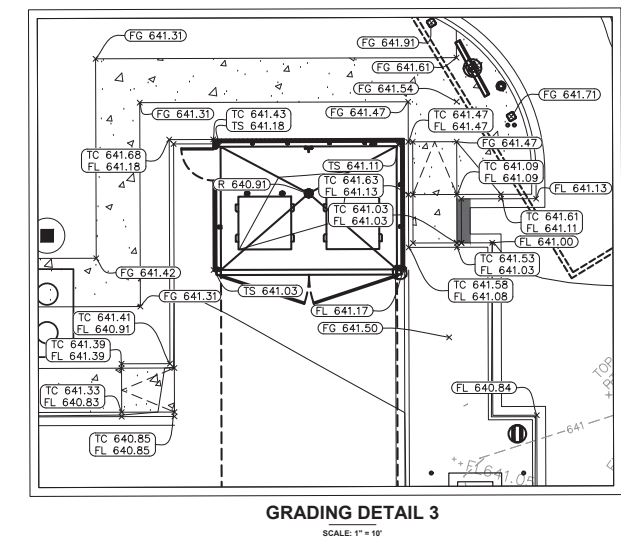
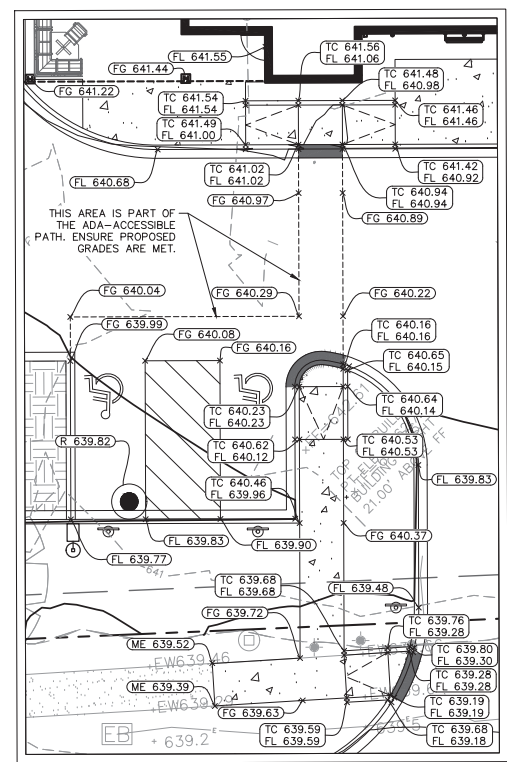
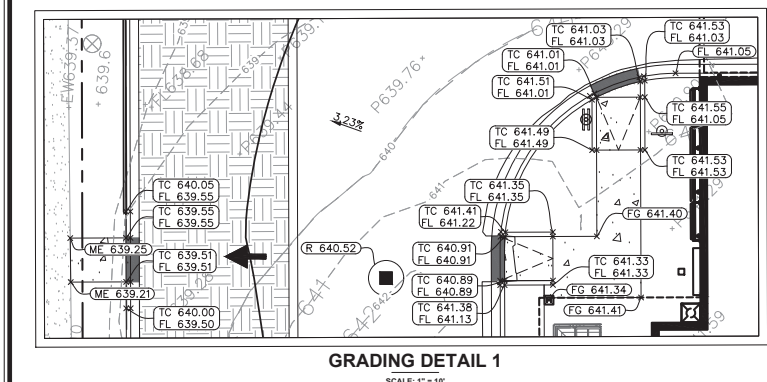
STORE:
RAISING CANE'S RESTAURANT
 2781 MANNHEIM RD
 DES PLAINES, IL 60018
 PROTOTYPE P6-V-AV
 SCHEME: B
 RESTAURANT #RC1009
 VERSION: 2023-1.0 RELEASE 5.22.2023



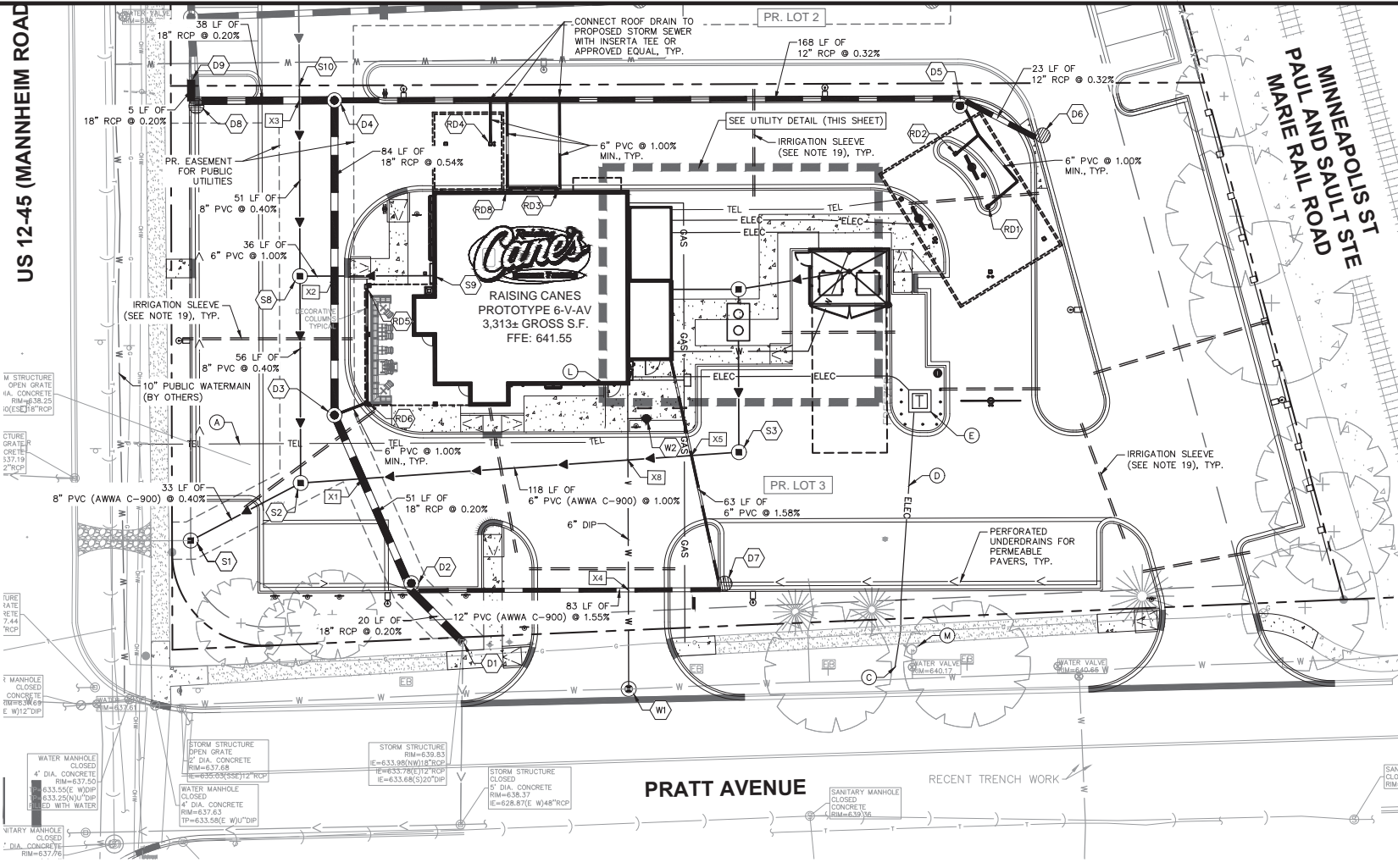
PERMIT SET
 ENGINEER INFORMATION:
Kimley»Horn
 3023 KIMLEY-HORN AND ASSOCIATES, INC.
 4201 WINFIELD ROAD, SUITE 600, IL 60555
 PHONE: 630-487-5550
 WWW.KIMLEY-HORN.COM
 KH JOB NO. 168418039

SHEET REVISIONS		
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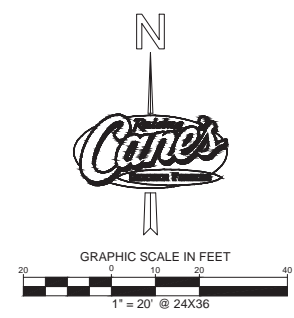
GRADING PLAN
 ISSUE DATE: 08/01/2023
 JOB NO. 22297
C6.0
 SHEET NO.



US 12-45 (MANNHEIM ROAD)



BENCHMARKS
 LOCATIONS SHOWN ON SURVEY
 REFERENCE BENCHMARK:
 VERTICAL DATUM - NAVD83
 ALL ELEVATIONS SHOWN HEREON WERE ESTABLISHED BY USING RTK/GPS OBSERVATIONS BASED ON TRIMBLE VRS HARN NETWORK
 SITE BENCHMARKS:
 SITE BENCHMARK #1
 SOUTH-EAST BOLT ON FIRE HYDRANT ON NORTH OF PRATT AVENUE ON EAST SIDE OF ROUTE 45
 ELEVATION = 639.81
 SITE BENCHMARK #2
 BOLT ON FIRST FIRE HYDRANT WEST OF RAIL ROAD TRACKS ON NORTH SIDE OF PRATT AVENUE
 ELEVATION = 641.85



UTILITY CROSSING LEGEND

X1	18" STORM 6" SSWR	B/P = 633.58 T/P = 633.36
X2	18" STORM 6" SSWR	B/P = 633.82 T/P = 633.63
X3	18" STORM 6" SSWR	B/P = 634.09 T/P = 633.87
X4	12" STORM 6" WATR	B/P = 634.45 T/P = 632.95
X5	6" STORM 6" SSWR	B/P = 635.56 T/P = 634.24
X6	6" SSWR 1" WATR	B/P = 634.21 T/P = 632.42
X7	6" SSWR 1" WATR	B/P = 634.97 T/P = 633.47
X8	6" SSWR 6" WATR	B/P = 633.54 T/P = 632.04

NOTE: WHERE THERE IS LESS THAN 10 FT HORIZONTAL OR 18-IN VERTICAL SEPARATION BETWEEN A SEWER AND WATER MAIN, OR IF WATER MAIN CROSSES UNDER A SEWER, WATER MAIN QUALITY PIPE IS TO BE USED TO CONSTRUCT THE SEWER OR EITHER PIPE IS TO BE ENCASED. THE PROTECTION MUST EXTEND ON EACH SIDE OF THE CROSSING UNTIL THE DISTANCE BETWEEN THE WATER MAIN AND SEWER IS AT LEAST 10 FT. ACCEPTABLE WATER MAIN QUALITY PIPE INCLUDES PVC SDR/WMQ MEETING ASTM D2241 WITH JOINTS MEETING ASTM D3159 OR DUCTILE IRON PIPE RCP STORM SEWER WITH FLEXIBLE GASKET JOINTS MEETING ASTM C361 OR ASTM C443 IS ALSO ACCEPTABLE AT CROSSINGS.

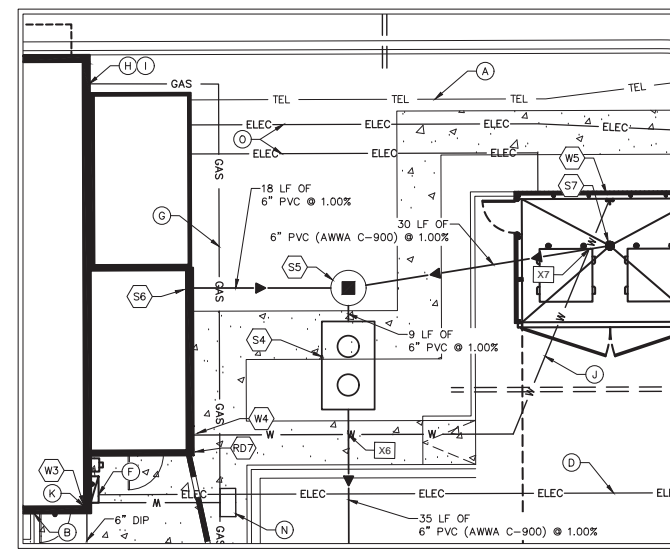
UTILITY LEGEND

W	EX. WATER LINE
W	EX. HYDRANT
W	EX. WATER VALVE MANHOLE
W	EX. SANITARY SEWER LINE
W	EX. SANITARY SEWER MANHOLE
W	EX. STORM DRAIN LINE
W	EX. GAS LINE
W	EX. OVERHEAD ELECTRIC LINE
W	EX. UNDERGROUND TELEPHONE LINE
W	4" PERFORATED UNDERDRAIN
ELEC	PROPOSED UNDERGROUND ELECTRIC LINE
GAS	PROPOSED GAS LINE
TEL	PROPOSED PHONE LINE
W	PROPOSED STORM SEWER LINE
W	PROPOSED OPEN LID STORM STRUCTURE
W	PROPOSED CLOSED LID STORM STRUCTURE
W	PROPOSED SANITARY SEWER LINE
W	PROPOSED SANITARY MANHOLE
W	PROPOSED STORM/SANITARY CLEANOUT
W	PROPOSED WATER LINE
W	3 - 4" CONDUITS FOR IRRIGATION / ELECTRICAL (REFER TO IRRIGATION PLANS)
W	PROPOSED VALVE VAULT
W	PROPOSED TRANSFORMER PAD, CONTRACTOR SHALL INSTALL PAD AND BOLLARDS AS REQUIRED BY THE CITY OF DES PLAINES.

UTILITY KEYNOTE LEGEND

A	INSTALL TWO 4" SCHEDULE 40 PVC CONDUIT WITH PULL WIRE FOR TELEPHONE AND INTERNET. SEE ELECTRICAL PLANS.
B	PROPOSED TELEPHONE AND INTERNET ENTRY. REFERENCE ELECTRICAL PLANS FOR CONNECTION.
C	BEGIN UNDERGROUND ELECTRIC CONDUIT.
D	INSTALL TWO 4" SCHEDULE 40 PVC WITH PULL WIRE FOR ELECTRIC
E	PROPOSED VAULT MOUNTED TRANSFORMER. CONCRETE PAD BY DEVELOPER. CONTRACTOR TO INSTALL BOLLARD PER COMED REQUIREMENTS.
F	PROPOSED ELECTRIC SERVICE ENTRY. REFERENCE ELECTRICAL PLANS.
G	INSTALL ONE 2" PVC CONDUIT FOR GAS SERVICE LINE
H	GAS METER LOCATION.
I	GAS ENTRY. REFERENCE PLUMBING PLANS FOR CONTINUATION.
J	PROPOSED TWO 1" WATER TO DUMPSTERS WITH RPZ VALVES. REFERENCE MEP PLANS.
K	PROPOSED 6" WATER LINE ENTRY. PROPOSED 2" DOMESTIC TAP AND VALVE OFF OF 6" WATER LINE TO BE LOCATED INSIDE BUILDING. WATER METER AND BACKFLOW PREVENTERS TO BE LOCATED INSIDE BUILDING. REFERENCE MEP PLANS FOR CONTINUATION.
L	PROPOSED FIRE DEPARTMENT CONNECTION. REFER TO ARCHMEP PLANS FOR DETAILS.
M	EXISTING FIRE HYDRANT.
N	1" IRRIGATION LINE. CONNECT TO IRRIGATION BOX. (BACKFLOW PREVENTER TO BE LOCATED INSIDE BUILDING).
O	ELECTRIC CONDUIT TO TRASH ENCLOSURE & MENU BOARD. REFERENCE ELECTRICAL PLAN FOR SIZE AND MATERIAL.

- UTILITY NOTES**
- SEE MEP PLANS FOR ALL UTILITY CONNECTIONS INTO BUILDING.
 - REFER TO CITY STANDARD AND DETAILS FOR TRENCHING, BEDDING, BACKFILL, AND TRENCH COMPACTION REQUIREMENTS.
 - REFER TO ARCHITECTURE PLANS FOR LOCATION AND SIZING OF SLEEVES FOR FRANCHISE UTILITIES, IRRIGATION, ETC.
 - ALL FILL MATERIAL IS TO BE IN PLACE, AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
 - CONTRACTOR SHALL NOTIFY THE UTILITY AUTHORITIES INSPECTORS 72 HOURS BEFORE CONNECTING TO ANY EXISTING LINE.
 - ALL SANITARY SEWER LINES SHALL BE PVC MEETING ASTM D-3034 SDR 26 EXCEPT FOR SANITARY SEWER THAT CROSSES ABOVE WATER MAIN. THIS PIPE SHALL BE AWWA C900 (UNLESS WATER MAIN CASING IS UTILIZED). PROVIDE 42" MINIMUM COVER.
 - WATER LINES SHALL BE AS FOLLOWS:
 PRIVATE (LARGER THAN 3 INCHES): DUCTILE IRON PIPE, CLASS 52 OR POLYVINYL CHLORIDE PLASTIC PIPE (ASTM D-3212 AND AWWA C900)
 PRIVATE (3 INCHES OR SMALLER): TYPE "K" SOFT COPPER, ASTM 888
 - CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE SPECIFICATIONS OF THE CITY OF DES PLAINES WITH REGARDS TO MATERIALS AND INSTALLATION OF THE WATER LINE.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO DEFLECT ELECTRIC, GAS, CABLE, AND TELEPHONE CONDUIT AND PIPING AS REQUIRED TO AVOID UTILITY CONFLICTS.
 - THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
 - CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY PERMITS, INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CITY CODES AND/OR UTILITY SERVICE COMPANIES.
 - CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS IN REGARDS TO TAPS, HYDRANTS, VALVES, ETC.
 - CONTRACTOR IS RESPONSIBLE FOR PAVEMENT REPLACEMENT REQUIRED FOR ALL UTILITY INSTALLATIONS PER CITY OF DES PLAINES STANDARDS.
 - WATER TIGHT CONNECTION SHALL BE MADE USING A RESILIENT CONNECTOR "SEAL BOOT" PER ASTM C-923.
 - CONTRACTOR SHALL MAINTAIN A MINIMUM OF 5.5 FEET COVER ON ALL WATER LINES.
 - CONTRACTOR TO PROVIDE POWER TO MONUMENT SIGN. REFER TO ELECTRICAL SITE PLAN FOR SIZE AND TYPE.
 - CONTRACTOR SHALL ADJUST EXISTING VALVES, MANHOLE RIMS, ETC. AS NECESSARY TO MATCH FINISHED GRADE.
 - ALL PARKING LOT CATCH BASINS & MANHOLES SHALL BE 48" DIAMETER MINIMUM.
 - REFER TO L2.01 - IRRIGATION PLAN BY BELLA FIRMA FOR EXACT LOCATIONS OF THE IRRIGATION SLEEVES.



UTILITY DETAIL
 SCALE: 1" = 10'
 NOTE: REFERENCE MEP PLANS FOR EXACT LOCATION OF ALL UTILITY BUILDING ENTRIES.



STORM STRUCTURE TABLE

STRUCTURE NAME:	DETAILS:
D1	CONNECT TO EXISTING STORM SEWER MH. CONTRACTOR TO FIELD VERIFY LOCATION, DEPTH AND SIZE OF EX. SEWER PRIOR TO ORDERING MATERIALS. RIM: 639.81 INV IN: 633.68 (NW, 18") INV OUT: 633.68 (S, 21")
D2	CLOSED-LID MANHOLE RIM: 639.82 INV IN: 633.72 (NW, 18") INV IN: 633.72 (E, 12") INV OUT: 633.72 (SE, 18")
D3	CLOSED-LID MANHOLE RIM: 640.46 INV IN: 633.82 (E, 6") INV IN: 633.82 (N, 18") INV OUT: 633.82 (SE, 18")
D4	CLOSED-LID MANHOLE RIM: 640.11 INV IN: 634.28 (E, 12") INV IN: 634.28 (W, 18") INV OUT: 634.28 (S, 18")
D5	CLOSED-LID MANHOLE RIM: 641.69 INV IN: 634.82 (SE, 12") INV IN: 638.37 (SE, 6") INV OUT: 634.82 (W, 12")
D6	OPEN-LID MANHOLE RIM: 640.27 INV OUT: 634.89 (NW, 12")
D7	OPEN-LID MANHOLE RIM: 640.12 INV IN: 635.00 (N, 6") INV OUT: 635.00 (W, 12")
D8	OPEN-LID MANHOLE RIM: 639.53 INV IN: 634.36 (N, 18") INV OUT: 634.36 (E, 18")
D9	STORM SEWER STUB RIM: 636.82 INV OUT: 634.37 (S, 18")

MISCELLANEOUS STORM STRUCTURE TABLE

STRUCTURE NAME:	DETAILS:
RD1	DT CANOPY DRAIN INV OUT: 638.75 (NE, 6")
RD2	DT CANOPY DRAIN INV OUT: 638.56 (NE, 6")
RD3	ROOF DRAIN INV OUT: 634.96 (N, 6")
RD4	DT CANOPY DRAIN INV OUT: 634.74 (N, 6")
RD5	PATIO CANOPY DRAIN INV OUT: 634.22 (S, 6")
RD6	PATIO CANOPY DRAIN INV IN: 633.92 (N, 6") INV OUT: 633.92 (W, 6")
RD7	ROOF DRAIN INV OUT: 636.00 (S, 6")
RD8	ROOF DRAIN INV OUT: 634.93 (N, 6")

WATER STRUCTURE TABLE

STRUCTURE NAME:	DETAILS:
W1	PRESSURE CONNECT TO EXIST WATER IN VALVE VAULT. CONTRACTOR TO FIELD VERIFY LOCATION, DEPTH, AND SIZE OF EXISTING WATER LINE PRIOR TO ORDERING MATERIALS. FG ELEV: 638.97
W2	FIRE HYDRANT FG ELEV: 641.36
W3	WATER CONNECTION FG ELEV: 641.55
W4	WATER CONNECTION FG ELEV: 641.55
W5	POST HYDRANT (FOR HOSE BIB) SEE ARCHITECTURAL PLANS. FG ELEV: 641.14

SANITARY STRUCTURE TABLE

STRUCTURE NAME:	DETAILS:
S1	DOORHOUSE MANHOLE CONNECTION TO EXISTING SEWER SERVICE. CONTRACTOR TO TELETYPE REMAINDER OF EXISTING SERVICE LINE WEST TO PUBLIC MAIN. SUBMIT VIDEO TO KIMLEY-HORN FOR REVIEW PRIOR TO ORDERING MATERIALS. RIM: 639.19 INV IN: 632.44 (NE, 8") INV OUT: 632.34 (W, 8")
S2	4" DIA. SANITARY MANHOLE RIM: 639.80 INV IN: 632.67 (E, 6") INV IN: 632.67 (N, 8") INV OUT: 632.57 (SW, 8")
S3	4" DIA. SANITARY MANHOLE RIM: 640.59 INV IN: 633.95 (N, 6") INV OUT: 633.85 (W, 6")
S4	1,500 GAL GREASE INTERCEPTOR (REFER TO PLUMBING PLANS BY OTHERS) RIM: 641.38 INV IN: 634.55 (N, 6") INV OUT: 634.30 (S, 6")
S5	4" DIA. SANITARY MANHOLE RIM: 641.44 INV IN: 634.74 (W, 6") INV IN: 634.74 (E, 6") INV OUT: 634.64 (S, 6")
S7	4" PVC DRAIN WITH CLOSED/LOCKED ZURN-2315 ACCESS COVER (REFER TO ARCH PLANS FOR DETAILS) RIM: 640.91 INV OUT: 635.04 (W, 6")
S8	4" DIA. SANITARY MANHOLE RIM: 640.52 INV IN: 633.00 (E, 6") INV IN: 633.00 (N, 8") INV OUT: 632.90 (S, 8")

MISCELLANEOUS SANITARY STRUCTURE TABLE

STRUCTURE NAME:	DETAILS:
S6	SANITARY BUILDING CONNECTION INV OUT: 634.92 (E, 6")
S9	SANITARY BUILDING CONNECTION INV OUT: 633.35 (W, 6")
S10	SANITARY SEWER STUB INV OUT: 633.20 (S, 8")

STORE:
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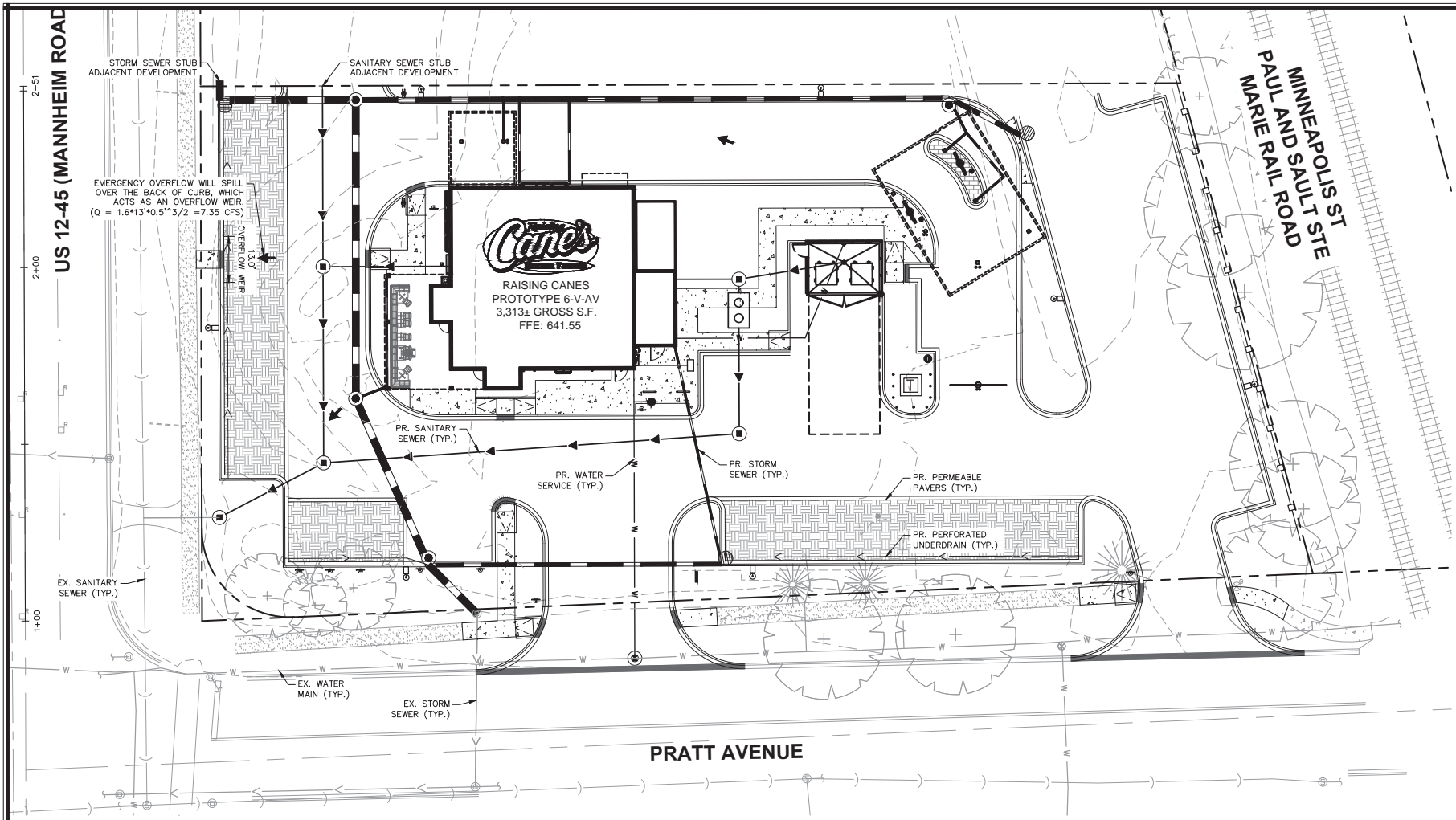
ADA ARCHITECTS
 17710 Detroit Avenue, Lakewood, Ohio 44107
 Phone (216) 521-5134 Fax (216) 521-4824
 www.adaarchitects.com

PERMIT SET
 ENGINEER INFORMATION:
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 WWW.KIMLEY-HORN.COM
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SHEET REVISIONS

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UTILITY PLAN
 ISSUE DATE: 08/01/2023
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C7.0
 SHEET NO.



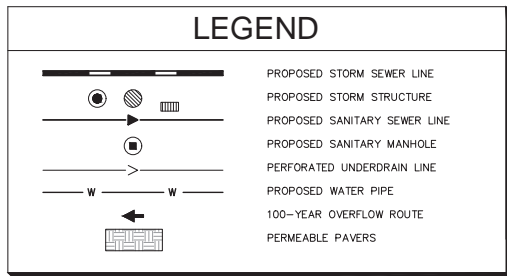
RESPONSIBLE PARTY

PERMEABLE PAVERS:
 RAISING CANES RESTAURANTS, L.L.C.
 6800 BISHOP ROAD,
 PLANO, TX 75024
 TEL: (972) 769-3364
 CONTACT: LUARON FOSTER

SITE SUMMARY

PROPERTY ADDRESS: 2777 MANNHEIM RD. DES PLAINES, IL
 PROPERTY INDEX NUMBERS: 09-33-108-022-0000, 09-33-108-023-0000

1. PROPERTY AREA: 0.98 ACRES
 2. VOLUME CONTROL REQUIRED: 0.06 AC-FT
 3. VOLUME CONTROL PROVIDED: 0.06 AC-FT



MAINTENANCE PLAN

STORMWATER MANAGEMENT FACILITIES
 ALL COMPONENTS OF THE STORMWATER MANAGEMENT FACILITIES SHALL BE CHECKED MONTHLY BETWEEN MARCH AND NOVEMBER AND MAINTAINED AS NECESSARY TO ENSURE PROPER PERFORMANCE. IT IS CRITICAL THAT ALL INFLOW AND OUTFLOW TO THE VOLUME CONTROL FACILITIES ARE CLEAN AND PERFORMING AS DESIGNED. INSPECTION FOR THE FOLLOWING SPECIFIC ITEMS SHOULD BE CONDUCTED MONTHLY BETWEEN MARCH AND NOVEMBER:

VOLUME CONTROL FACILITY

- INSPECT STORMWATER VOLUME CONTROL FACILITY TO ENSURE THAT THE CONSTRUCTED VOLUME IS MAINTAINED.
- NO SEDIMENT, TOPSOIL, OR OTHER DUMPING INTO THE FACILITY SHALL BE ALLOWED.

QUALIFIED SEWER CONSTRUCTION

- PERFORM MANHOLE INSPECTIONS ONCE EVERY FIVE YEARS, MAKE NECESSARY REPAIRS.
- PERFORM SEWER INSPECTIONS ONCE EVERY FIVE YEARS, MAKE NECESSARY REPAIRS.
- PERFORM REGULAR CLEANING SO THAT EACH SEWER SEGMENT IS CLEANED ONCE EVERY 5 YEARS.
- REMOVE ANY OBSTRUCTIONS PLACED IN MAINTENANCE EASEMENT THAT MAY IMPEDE MAINTENANCE EQUIPMENT ACCESS.

PERMEABLE PAVER MAINTENANCE

WEEKLY MAINTENANCE

PREVENT CONTAMINATION FROM ROUTINE LANDSCAPE MAINTENANCE SUCH AS GRASS CLIPPINGS FROM MOWING, HEDGE TRIMMING, MULCHING PLANT BEDS, ETC. BY IMPLEMENTING THE FOLLOWING JOINT OPENING CLEANING PROCEDURES IMMEDIATELY AFTER CONTAMINATION OCCURS:

- HAND BROOM DEBRIS FROM THE PAVER SURFACE.
- BLOW DEBRIS FROM THE PAVER SURFACE WITH BACKPACK BLOWER TYPE DEVICE, COLLECT AND DISPOSE.
- MECHANICALLY SWEEP PAVER SURFACE.

MONTHLY MAINTENANCE

OBSERVE ANY COLLECTION AREAS OF DEBRIS, DIRT, TOPSOIL, MULCH, ETC. AFTER SEASON EVENTS SUCH AS SNOWFALL, RAIN STORMS, LEAF LITTER, ETC. AND INVESTIGATE IF CLOGGING IS OCCURRING. IMMEDIATELY RESTORE INFILTRATION USING THE FOLLOWING CLEANING OPTIONS:

- BREAK UP ANY CRUST COVERING THE JOINT AGGREGATE MATERIAL WITH HAND BROOM FOR SMALLER AREAS OR MECHANICALLY WITH A ROTARY SWEEPER FOR LARGER AREAS. REMOVE DEBRIS MATERIAL.
- WHEN NECESSARY, RESTORE INFILTRATION USING WET/DRY SHOP VACUUM FOR SMALL AREAS OR VACUUM TRUCK FOR LARGER AREAS BY REMOVING DEBRIS FROM JOINT AGGREGATE MATERIAL.
- REPLENISH JOINT AGGREGATE MATERIAL TO "LIP" OF PAVER.

YEARLY MAINTENANCE

ESTABLISH A SEASONAL MAINTENANCE SCHEDULE THAT INCLUDES THE FOLLOWING:

- SWEEP ENTIRE PERMEABLE PAVING SURFACE WITH APPROPRIATE PREVENTATIVE SWEEPING DEVICES.
- REPLENISH JOINT AGGREGATE MATERIAL TO "LIP" OF PAVER.

JOINT FILLER MAINTENANCE

- REFILL JOINT MATERIAL ONCE BETWEEN 3 AND 6 MONTHS AFTER INITIAL INSTALLATION.
- REFILL JOINT MATERIAL AS NEEDED APPROXIMATELY EVERY 5-10 YEARS.

NOTE: ANY ADDITIONAL MAINTENANCE PROCEDURES RECOMMENDED BY THE PAVER MANUFACTURER SHALL BE FOLLOWED

LEGAL DESCRIPTION

LOTS 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 8 IN OLIVER SALINGER AND COMPANY'S GLEN ACRES SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1939 AS DOCUMENT 12335452, IN COOK COUNTY, ILLINOIS.

MAINTENANCE PLAN

GENERAL MAINTENANCE
 REGULAR INSPECTIONS AND ROUTINE MAINTENANCE OF GENERAL AREAS SHALL BE PERFORMED ON A MONTHLY OR AS-NEEDED BASIS. SPECIFIC ITEMS OF CONCERN INCLUDE:

- LITTER AND DEBRIS SHALL BE CONTROLLED.
- LANDSCAPED AREAS SHALL BE MAINTAINED WITH REGULAR MOWING AND RESTORED WITH APPROPRIATE SEEDING/VEGETATION AS NECESSARY.
- ACCUMULATED SEDIMENT SHALL BE DISPOSED OF PROPERLY, ALONG WITH ANY WASTES GENERATED DURING MAINTENANCE OPERATIONS.
- ROADS SHALL BE SEPT, VACUUMED AND OR WASHED ON A REGULAR BASIS.

STORMWATER COLLECTION SYSTEM
 THE OWNER SHALL PERFORM MONTHLY INSPECTION OF ALL COMPONENTS OF THE COLLECTION SYSTEM. THE MONTHLY INSPECTION SHALL OCCUR BETWEEN MARCH AND NOVEMBER AND INCLUDE THE FOLLOWING SPECIFIC AREAS OF CONCERN:

STORM INLETS/MANHOLE

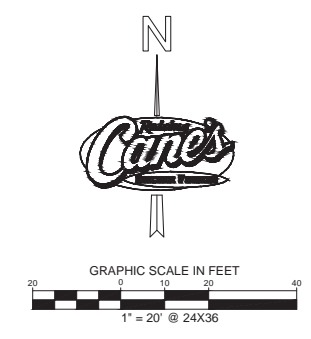
- REMOVE ACCUMULATED LEAVES AND OTHER DEBRIS FROM GRATES.
- RESET COVERS/LIDS ON AS-NEEDED BASIS.
- REMOVE ACCUMULATED SEDIMENT FROM MANHOLE BOTTOM WHEN 50% OF SUMP IS FILLED.

STORM SEWERS/CULVERTS

- VISUALLY INSPECT PIPES BY REMOVING MANHOLE LIDS, MAKE REPAIRS AS NECESSARY.
- STORM SEWERS AND CULVERTS SHALL BE CHECKED FOR SILTATION DEPOSITS AT INLETS, OUTLETS, AND WITHIN THE CONDUIT. CLEAN OUT AS NECESSARY.
- RESTORE RIPRAP AT OUTFALL IF EROSION IS OBSERVED.
- REPLANT AND RESEED ANY ERODED AREAS.

OVERLAND FLOW ROUTES (DITCHES/SWALES)

- ANNUAL VISUAL INSPECTION SHALL BE PERFORMED THAT VERIFY THE DESIGN CAPACITY OF THE OVERLAND FLOW ROUTES IS MAINTAINED THE SLOPE AND CROSS-SECTIONAL AREA OF THE DITCH/SWALE SHALL BE VERIFIED DURING THIS INSPECTION.
- REMOVE ANY OBSTRUCTIONS THAT HAVE BEEN PLACED IN THE DRAINAGE PATH.
- SEED AND SOD ANY ERODED AREAS.
- REGRADE TO PROVIDE POSITIVE DRAINAGE AS NECESSARY.
- PROVIDE REGULAR MOWING TO CONTROL VEGETATION.



STORER:
 RAISING CANE'S RESTAURANT
 2781 MANNHEIM RD
 DES PLAINES, IL 60018
 PROTOTYPE P6-V-AV
 SCHEME: B
 RESTAURANT #RC1009
 VERSION: 2023-1.0 RELEASE 5.22.2023

ADA ARCHITECTS

17710 Detroit Avenue, Lakewood, Ohio 44107
 Phone (216) 521-5134 Fax (216) 521-4824
 www.adaarchitects.com

PERMIT SET

ENGINEER INFORMATION:
Kimley»Horn
 3023 KIMLEY-HORN AND ASSOCIATES, INC.
 4201 WINFIELD ROAD, SUITE 600, IL 60555
 PHONE: 630-487-5550
 WWW.KIMLEY-HORN.COM

KH JOB NO. 168418039

SHEET REVISIONS

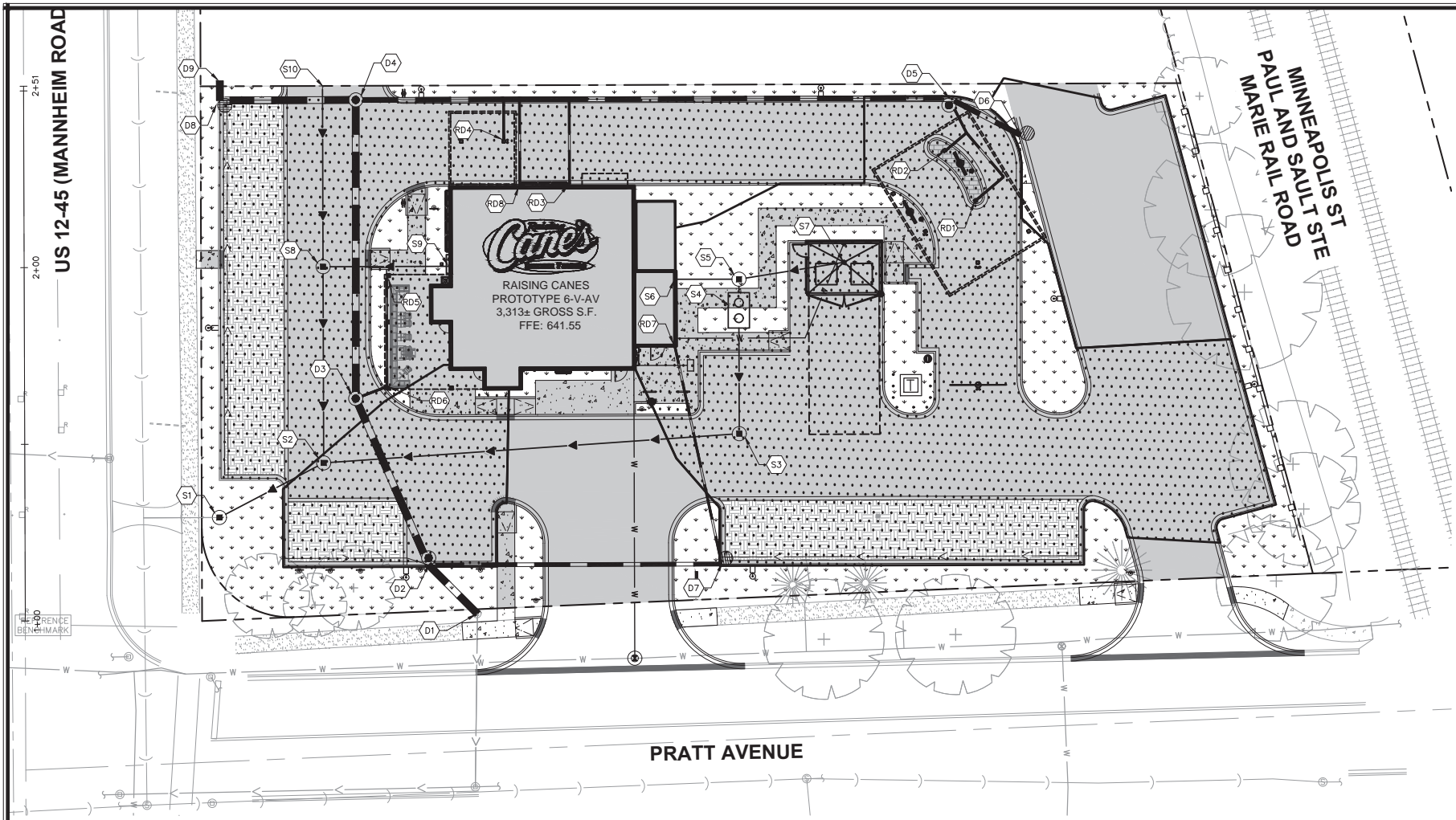
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MRWD
 MAINTENANCE &
 MITIGATION PLAN

ISSUE DATE: 08/01/2023
 JOB NO. 22297

C8.0
 SHEET NO.





MWRD DETENTION STATISTICS

1. PROPERTY AREA	0.98 ACRES
2. INLET TIME OF CONCENTRATION	10 MINUTES
3. RAINFALL DEPTH FOR 100-YR 24-HR EVENT	8.57 INCH
4. VOLUME CONTROL REQUIRED	0.06 AC-FT
5. VOLUME CONTROL PROVIDED	0.06 AC-FT

DRAINAGE LEGEND

	ONSITE IMPERVIOUS AREA ROOFS, ASPHALT, CONCRETE	= 0.69 ACRES
	ONSITE PERVIOUS AREA GRASS	= 0.20 ACRES
	PERMEABLE PAVERS AREA	= 0.09 ACRES
	IMPERVIOUS AREA TRIBUTARY TO VOLUME CONTROL PERMEABLE PAVERS ROOFS, ASPHALT, CONCRETE	= 0.57 ACRES



Restaurant Support Office
6800 Bishop Road, Plano, TX 75024
Tele: 972-769-3100 Fax: 972-769-3101

STORE:
RAISING CANE'S RESTAURANT
2781 MANNHEIM RD
DES PLAINES, IL 60018
PROTOTYPE P6-V-AV
SCHEME: B
RESTAURANT #RC1009
VERSION: 2023-1.0 RELEASE 5.22.2023



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SHEET REVISIONS

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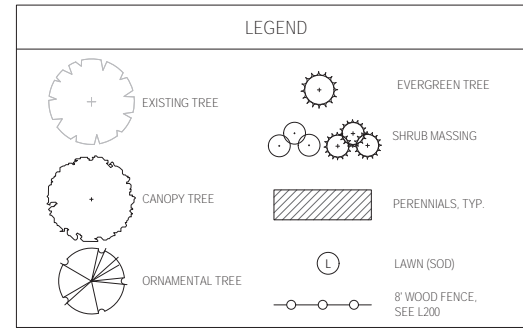
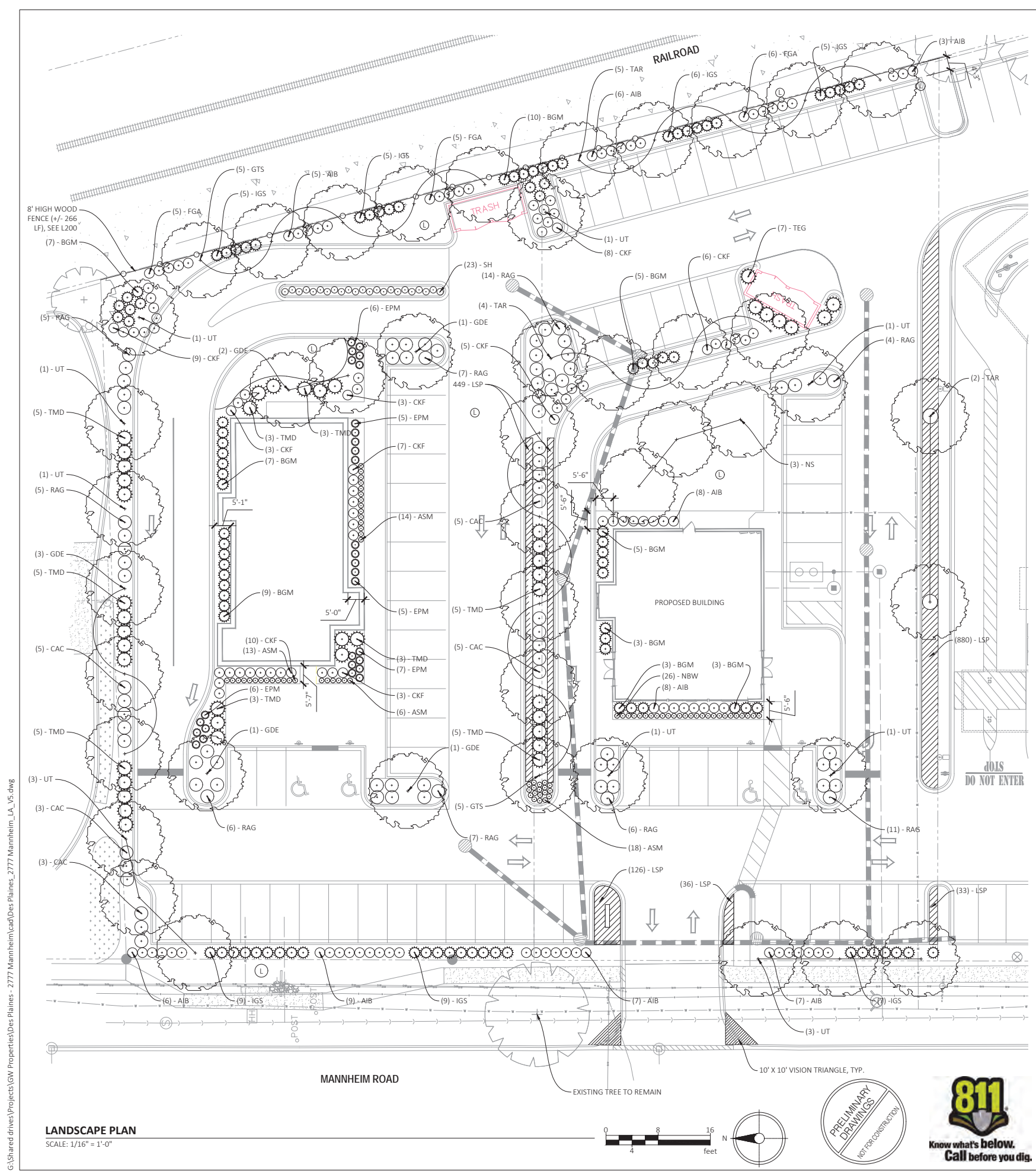
MWRD DRAINAGE PLAN

ISSUE DATE: 08/01/2023

JOB NO. 22297

C8.1
SHEET NO.





PROJECT NAME:
**PROPOSED
 2777 MANNHEIM
 DES PLAINES, IL**

OWNER NAME:
GW PROPERTIES
 2211 N. ELSTON AVE., UNIT 400
 CHICAGO, IL 60614
 p.773.382.0445

CONSULTANTS:
DESIGN STUDIO 24
 2211 N. ELSTON AVE.
 CHICAGO, IL 60614
 p. 847.885.8300

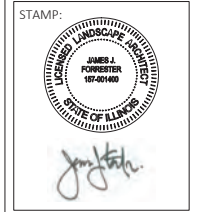
KIMLEY HORN
 4201 WINFIELD ROAD, SUITE 600
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 p. 630.487.5550

PLANTING SCHEDULE						
KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	COMMENTS
DECIDUOUS TREES						
GDE	8	GYMNOCLADUS DIOCUS 'ESPRESSO'	ESPRESSO KENTUCKY COFFEETREE	2.5" CAL.	35" O.C.	B&B SPECIMEN
GTS	10	GLEDITSIA TRIACANTHOS 'SKYCOLE'	SKYLINE HONEYLOCUST	2.5" CAL.	30" O.C.	B&B SPECIMEN
NS	3	NYSSA SYLVATICA	BLACK GUM	2.5" CAL.	25" O.C.	B&B SPECIMEN
TAR	11	TILIA AMERICANA 'REDMOND'	REDMOND AMERICAN LINDEN	2.5" CAL.	30" O.C.	B&B SPECIMEN
UT	13	ULMUS 'MORTON GLOSSY'	TRIUMPH ELM	2.5" CAL.	40" O.C.	B&B SPECIMEN
EVERGREEN TREES						
TEG	7	THUJA OCCIDENTALIS 'SMARAGD'	EMERALD GREEN ARBORVITAE	6'-8" HT.	4' O.C.	B&B SPECIMEN
DECIDUOUS SHRUBS						
AIB	59	ARONIA MELANOCARPA 'MORTON'	IROQUOIS BEAUTY CHOKEBERRY	#3 CONT.	36" O.C.	
CAC	21	CLETHRA ALNIFOLIA 'CALEB'	VANILLA SPICE SUMMERSWEET	#3 CONT.	48" O.C.	
FGA	16	FOTHERGILLA GARDENII	DWARF FOTHERGILLA	#3 CONT.	36" O.C.	
RAG	65	RHUS AROMATICA 'GRO LOW'	GRO-LOW SUMAC	#3 CONT.	48" O.C.	
EVERGREEN SHRUBS						
BGM	52	BUXUS 'GREEN MOUNTAIN'	GREEN MOUNTAIN BOXWOOD	#3 CONT.	36" O.C.	
IGS	47	ILEX GLABRA 'SHAMROCK'	SHAMROCK INKBERRY	#3 CONT.	36" O.C.	
TMD	37	TAXUS x MEDIA 'DENSIFORMIS'	DENSE YEW	#3 CONT.	48" O.C.	
ORNAMENTAL GRASSES						
CKF	54	CALAMOGROSTIS X 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	#3 CONT.	36" O.C.	
SH	23	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	#1	24" O.C.	
PERENNIALS & GROUNDCOVERS						
ASM	51	ALLIUM 'MILLENIUM'	MILLENIUM ALLIUM	#1 CONT.	18" O.C.	
EPM	29	ECHINACEA 'CBG CONEZ'	PIXIE MEADOWBRITTE CONEFLOWER	#1 CONT.	24" O.C.	
LSP	1,524	LIRIOPE SPICATA	CREeping LILYTURF	QUARTS	12" O.C.	
NBW	26	NEPETA 'BLUE WONDER'	BLUE WONDER NEPETA	#1 CONT.	18" O.C.	

LANDSCAPE ORDINANCE REVIEW: DES PLAINES, ILLINOIS			
SPECIFIC ORDINANCE	CODE REQUIRES	CALCULATION	COMPLIANCE
12-10-8: PARKING LOT LANDSCAPING	INTERIOR PARKING LOT LANDSCAPING: NOT LESS THAN FIVE PERCENT OF THE INTERIOR OF PARKING LOT SHALL BE DEVOTED TO LANDSCAPING. LANDSCAPED AREAS ALONG THE PERIMETER OF THE PARKING LOT BEYOND THE CURB OF EDGE OF PAVEMENT SHALL NOT BE COUNTED TOWARD THE SATISFACTION OF THIS REQUIREMENT.	INTERIOR OF PARKING LOT = 38,570 SF; 5% OF 38,570 SF = 1,929 SF REQUIRED.	2,479 SF PROVIDED.
	INTERIOR PARKING LOT LANDSCAPING: A MINIMUM OF 50 PERCENT OF EVERY INTERIOR PARKING LOT LANDSCAPING AREA SHALL BE PLANTED WITH AN APPROVED GROUND COVER IN THE APPROPRIATE DENSITY TO ACHIEVE COMPLETE COVER WITHIN TWO YEARS. MULCH MAY BE SUBSTITUTED FOR OTHER GROUND COVER IF IT IS APPLIED TO 100 PERCENT OF THE LANDSCAPING AREA AT A THICKNESS OF AT LEAST TWO INCHES.	ALL INTERIOR LANDSCAPING AREAS PLANTED WITH GROUND COVER ON GROUND PLANE.	100% PROVIDED.
	INTERIOR PARKING LOT LANDSCAPING: ONE SHADE TREE SHALL BE PROVIDED FOR EVERY ONE HUNDRED SF OF LANDSCAPING AREA.	2,479 SF OF LANDSCAPING AREA PROVIDED; 2,479 / 100 = 25 TREES REQUIRED.	21 TREES PROVIDED. TREES HAVE BEEN MAXIMIZED GIVEN THE CONSTRAINTS OF THE SITE. 4 ADDITIONAL TREES PROVIDED ALONG THE PERIMETER WHERE MORE SPACE IS AVAILABLE TO ACHIEVE THE 25 TREE QUANTITY REQUIREMENT. SEE ROW BELOW.
	PERIMETER PARKING LOT LANDSCAPING - SHADE TREES: ONE SHADE TREE FOR EVERY 40 LF OF PERIMETER LANDSCAPE AREA LENGTH. TREES MAY BE CLUSTERED.	TOTAL PERIMETER LANDSCAPE AREA LENGTH = 600 LF. 600/40 = 15 TREES REQUIRED.	24 TREES PROVIDED (INCLUDES 4 EXTRA TREES FROM ROW ABOVE). UNDERGROUND AND OVERHEAD UTILITIES PREVENT PERIMETER TREES FROM BEING PLANTED ALONG MANNHEIM ROAD.
	PERIMETER PARKING LOT LANDSCAPING - SHRUBS: ONE SHRUB, MEASURING A MINIMUM OF 18 INCHES AT PLANTING AND NOT TO EXCEED FOUR FEET AT MATURITY, FOR EVERY THREE FEET OF PERIMETER LANDSCAPE AREA LENGTH, CLUSTERED OR SPACED LINEARLY. THE LANDSCAPE TREATMENT SHALL RUN 75 PERCENT OF THE YARD WHEN ABUTTING A NON-RESIDENTIAL USE.	TOTAL PERIMETER LANDSCAPE AREA LENGTH = 600 LF. 600 LF * 75% = 450 LF; 450 LF / 3 = 150 SHRUBS REQUIRED.	150 SHRUBS PROVIDED.
12-10-10: FOUNDATION PLANTING	INTERIOR LOTS: ALL INTERIOR LOTS SHALL BE IMPROVED WITH A MINIMUM LANDSCAPE AREA OF 25% OF THE FOUNDATION OF THE PRINCIPLE STRUCTURES WITH AN EMPHASIS ON STREET-FACING ELEVATIONS.	FOUNDATION = 425 LF; 512 LF * 25% = 107 LF OF FOUNDATION PLANTING REQUIRED.	252 LF OF FOUNDATION PLANTING PROVIDED.



SUBMITTAL & REVISIONS	
1	01.26.23 SCHEMATIC DESIGN
2	02.03.23 REVISED SITE PLAN
3	03.01.23 REVISED SITE PLAN
4	03.20.23 REVISED SITE PLAN
5	04.10.23 REVISED SITE PLAN

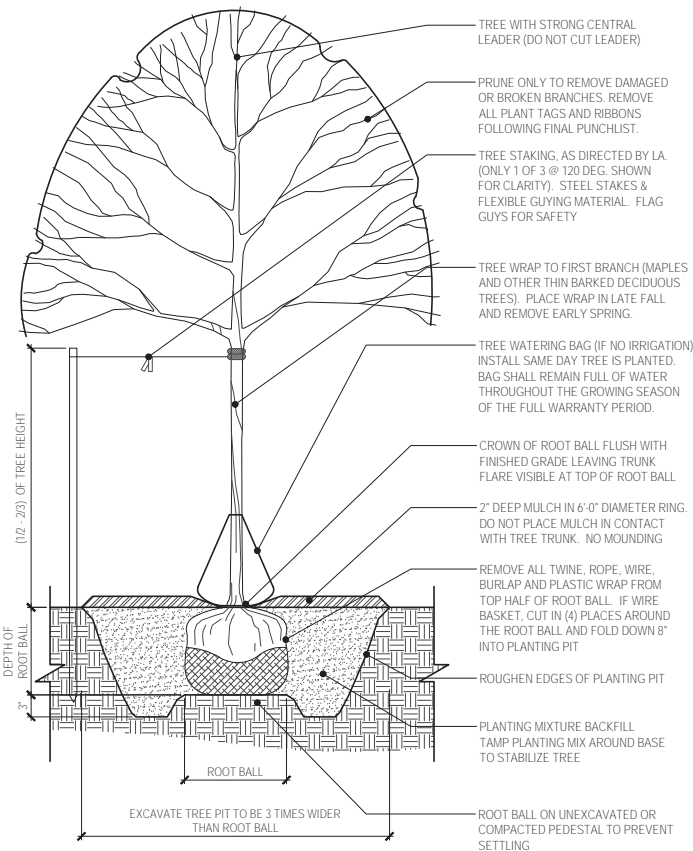


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LANDSCAPE PLAN

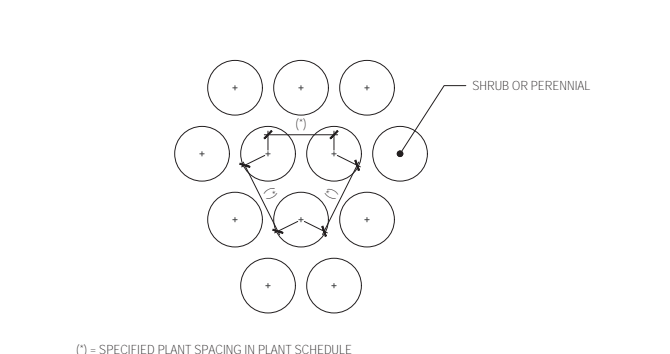
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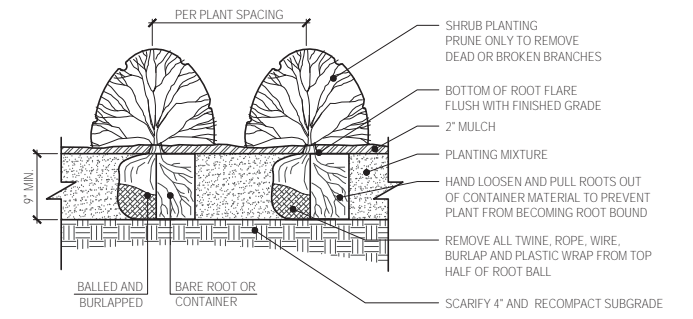
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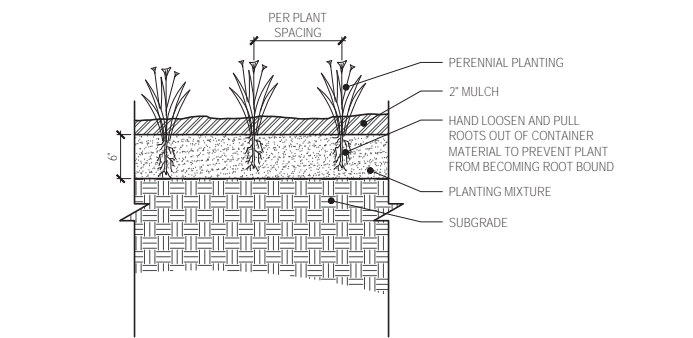
1 TREE PLANTING
SCALE: 1/2" = 1'-0"



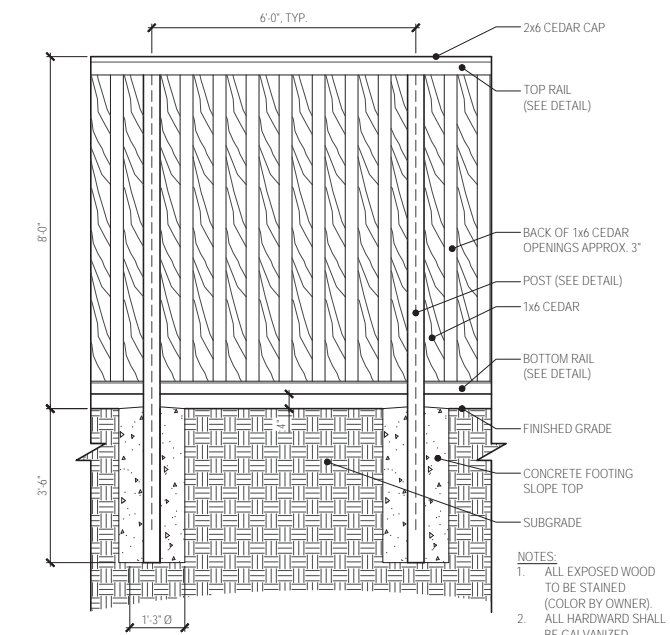
4 PLANT SPACING
NOT TO SCALE



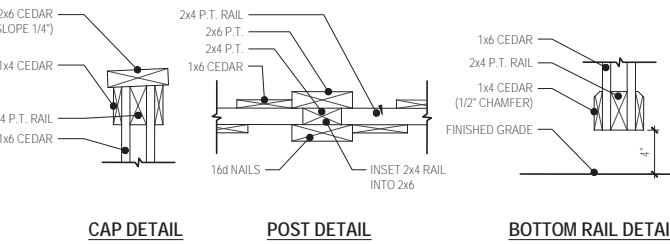
2 SHRUB PLANTING
SCALE: 1" = 1'-0"



3 PERENNIAL PLANTING
SCALE: 1" = 1'-0"



5 WOOD FENCE (VERTICAL SLATS)
SCALE: 1/2" = 1'-0"



6 WOOD FENCE (VERTICAL SLATS) - ENLARGEMENTS
SCALE: 1-1/2" = 1'-0"

PLANTING NOTES

- SEE SHEET L100 FOR LANDSCAPE ORDINANCE REVIEW DATA TABLE, SWORN STATEMENTS AND PLANT SCHEDULE.
- THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND FEES THAT MAY BE REQUIRED FOR HIS PORTION OF WORK.
- THE CONTRACTOR SHALL CONTACT 811 PRIOR TO WORK.
- IN CASE OF DISCREPANCIES BETWEEN THE PLAN AND THE PLANT LIST, THE GRAPHIC SYMBOLS SHOWN ON THE PLAN SHALL DICTATE.
- PLANT MATERIALS:
 - ALL PLANT MATERIALS SHALL MEET OR EXCEED THE AMERICAN STANDARDS FOR NURSERY STOCK, MOST CURRENT EDITION, AS SET FORTH BY AMERICAN ASSOCIATION OF NURSERYMEN.
 - PLANTS SHALL BE EQUAL TO OR EXCEED THE MEASUREMENTS SPECIFIED IN THE PLANT LIST.
 - PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS AND FREE FROM INSECT PESTS, PLANT DISEASES, AND INJURIES.
 - TREES SHALL HAVE STRAIGHT TRUNK WITH LEADER INTACT, UNDEFORMED AND UNMISSED. BRANCHING MUST BE WELL DEVELOPED.
 - ALL PLANT MATERIAL AND SEED SHALL BE PROVIDED FROM A NURSERY (WITHIN 200 MILES) WITH A SIMILAR PLANT HARDINESS ZONE AS PROJECT LOCATION.
 - NO SUBSTITUTIONS OF PLANT MATERIALS WILL BE ALLOWED. IF PLANTS ARE NOT AVAILABLE, THE CONTRACTOR SHALL NOTIFY OWNER AND LANDSCAPE ARCHITECT PRIOR TO BID IN WRITING.
 - ALL PLANTS ARE SUBJECT TO INSPECTION AND APPROVAL. THE LANDSCAPE ARCHITECT AND OWNER RESERVE THE RIGHT TO SELECT AND TAG ALL PLANT MATERIAL AT THE NURSERY PRIOR TO PLANTING AND REJECT UNACCEPTABLE PLANT MATERIAL AT ANY TIME DURING THE PROGRESS OF THE PROJECT.
 - CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IN WRITING PRIOR TO BID DATE OF ANY PLANTS THEY FEEL MAY NOT SURVIVE IN LOCATIONS NOTED ON PLANS.
- IRRIGATION:
 - CONTRACTOR SHALL PROVIDE BID ALTERNATE FOR IRRIGATION PER THE IRRIGATION PERFORMANCE SPECIFICATIONS.
 - IF BID ALTERNATE OF IRRIGATION SYSTEM IS NOT SELECTED BY OWNER, CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHMENT WATERING THROUGH TEMPORARY FACILITIES, WATERING BAGS, ETC., AS APPROVED BY OWNER FOR PLANT WARRANTY.
- TOPSOIL & PLANTING MIXTURES:
 - ENSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AROUND THE CONSTRUCTION SITE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN ALL AREAS
 - SALVAGE TOPSOIL FROM THE EARTHWORK AREAS AS APPROPRIATE AND/OR AS DIRECTED BY LANDSCAPE ARCHITECT AND STOCKPILE FOR REUSE IN LOCATION APPROVED BY OWNER.
 - TOPSOIL SHALL BE MATERIALS CONSISTING OF FERTILE, FRIABLE, FINE SANDY LOAM, UNIFORM IN COMPOSITION AND FREE OF SUBSOIL, STONES, LUMPS, CLODS OF HARD EARTH, PLANTS, PLANT ROOTS, STICKS, NOXIOUS WEEDS, SLAG, CINDERS, DEMOLITION DEBRIS OR OTHER EXTRANEIOUS MATTER OVER 1" IN LARGEST DIMENSION.
 - EXISTING TOPSOIL SHALL BE PREPARED BY THOROUGHLY MIXING IN COMPOST AT THE RATE OF 1/3 VOLUME OF SOIL REPLACED.
 - TOPSOIL SHALL BE TESTED AND AMENDED (AS SPECIFIED BY THE TESTING AGENCY) TO THE FOLLOWING:
 - ADJUST SOIL TO A pH OF 6.0 TO 6.5.
 - ORGANIC MATTER: 4% MIN, 10% MAX
 - AVAILABLE PHOSPHORUS: 25 PPM, MIN
 - EXCHANGEABLE POTASSIUM: 125 PPM, MIN
 - THE FOLLOWING FERTILIZERS SHALL BE USED AS FOLLOWS, OR ALTERNATIVES SUBMITTED BY CONTRACTOR TO OWNER AND LANDSCAPE ARCHITECT FOR APPROVAL:
 - TREES & SHRUBS = 14-4-6 BRIQUETTES @ 17g
 - LAWN = HIGH NITROGEN STARTER FERTILIZER
 - LAWN SEED & SOD AREAS SHALL RECEIVE A MINIMUM OF 4" DEPTH OF TOPSOIL.
 - PLANTING BEDS SHALL RECEIVE MINIMUM 6" DEPTH OF AMENDED TOPSOIL.
 - NATIVE LANDSCAPE SEEDING AREAS SHALL RECEIVE A MINIMUM 18" DEPTH OF TOPSOIL.
- MULCH MATERIALS:
 - ALL MULCH MATERIALS SHALL BE PROCESSED DOUBLE SHREDDED HARDWOOD BARK MULCH OF UNIFORM SIZE. NO UTILITY MULCH OR PROCESSED TREE TRIMMINGS WILL BE ALLOWED. SUBMIT SAMPLE TO ARCHITECT.
 - MULCH SHALL BE 2-INCH THICK MINIMUM COVERAGE IN ALL AREAS OF TREE PITS OR PLANTING BEDS, UNLESS OTHERWISE NOTED.
 - MULCH SHALL BE HELD 1" BELOW SURFACE ELEVATION OF DOWNHILL SIDE OF WALK, SLAB, CURB, LAWN, ETC.
- LANDSCAPE BED EDGING:
 - ALL LANDSCAPE BED EDGING SHALL BE SHOVEL-CUT SPADE EDGE BETWEEN LAWN AREAS UNLESS OTHERWISE NOTED.
- STORAGE & INSTALLATION:
 - CONFIRM LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
 - EXISTING TREES FOUND ON SITE SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED OR ARE LOCATED IN AN AREA TO BE GRADED. NO VEHICLES OR EQUIPMENT ARE ALLOWED WITHIN THE DRIP LINE OF TREES TO BE PROTECTED. QUESTIONS REGARDING EXISTING PLANT MATERIAL SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO REMOVAL.
 - PRUNING AND REMOVAL OF BRANCHES ON EXISTING TREES SHALL BE DIRECTED IN THE FIELD BY OWNER OR LANDSCAPE ARCHITECT.
 - EQUIPMENT, PLANTS AND ALL OTHER MATERIALS TO BE STORED ON SITE WILL BE STORED OUTSIDE OF THE DRIP LINE OF TREES TO BE PROTECTED AND PLACED WHERE THEY WILL NOT CONFLICT W/ CONSTRUCTION OPERATIONS.
 - NEW PLANTING AREAS ARE TO BE TREATED WITH HERBICIDE (APPROVED BY STATE CHEMIST) TO KILL ALL EXISTING GROUND COVER. THERE SHALL BE A MINIMUM OF TWO (2) APPLICATIONS SEPARATED BY 10 DAYS. IF ALL EXISTING GROUND COVER VEGETATION IS NOT KILLED WITHIN 10 DAYS OF 2ND APPLICATION, A 3RD APPLICATION IS REQUIRED.
 - WHERE PROPOSED PLANTINGS ARE INDICATED IN EXISTING PAVING AREAS, CONTRACTOR SHALL EXCAVATE A MINIMUM OF 2'-0" BELOW PAVING SURFACE.
 - FINAL PLACEMENT OF PLANT MATERIALS, ETC., ARE SUBJECT TO APPROVAL BY OWNER AND LANDSCAPE ARCHITECT BEFORE PLANTING OPERATIONS ARE TO PROCEED. ALL TREE LOCATIONS SHALL BE MARKED WITH A WOOD STAKE OR FLAG INDICATING VARIETY AND SIZE OF TREE. ALL GROUND COVER AND PLANTING BED LINES SHALL BE MARKED W/ HIGHLY VISIBLE PAINT LINES W/ OCCASIONAL WOOD STAKES FOR REFERENCE. ALL STAKES SHALL BE REMOVED FOLLOWING PLANTING OPERATIONS. OWNER RESERVES THE RIGHT TO ADJUST PLANT LOCATIONS ON SITE.
 - ALL DISTURBED AREAS OUTSIDE THE LIMITS OF WORK SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE OWNER.
 - PRIOR TO FINAL PAYMENT, CONTRACTOR SHALL COORDINATE A FINAL INSPECTION WALK-THROUGH WITH OWNER AND LANDSCAPE ARCHITECT FOR OWNER ACCEPTANCE. THE LANDSCAPE ARCHITECT WILL PROVIDE A PUNCHLIST OF ANY DEFICIENCIES AND PROVIDE TO OWNER AND CONTRACTOR FOR REVIEW AND REMEDIATION.
- MAINTENANCE:
 - INCLUDE PRICING WITH THE BID FOR A 60-DAY MAINTENANCE PERIOD OF ALL LANDSCAPE PLANTINGS FOLLOWING COMPLETE INSTALLATION AND FINAL INSPECTION BY OWNER AND LANDSCAPE ARCHITECT. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, CULTIVATING, MULCHING, MOWING, AND ALL OTHER NECESSARY OPERATIONS REQUIRED FOR PROPER ESTABLISHMENT OF LAWNS AND PLANTINGS.
- WARRANTY:
 - ALL LANDSCAPE PLANTINGS SHALL BE WARRANTED FOR A PERIOD OF ONE YEAR FOLLOWING 60-DAY MAINTENANCE PERIOD. AT THE END OF THIS PERIOD, PLANT MATERIAL TERMED DEAD OR UNSATISFACTORY (EXCEPT FOR DEFECTS RESULTING FROM ABUSE OR DAMAGE BY OTHERS, OR OTHER ACTS DETERMINED AS FORCE MAJEURE) BY OWNER AND LANDSCAPE ARCHITECT SHALL BE REPLACED AT NO ADDITIONAL CHARGE BY THE CONTRACTOR. THE REPLACEMENTS SHALL ALSO BE WARRANTED FOR 1 YEAR.

IRRIGATION NOTES:

- CONTRACTOR SHALL PROVIDE DESIGN/BUILD IRRIGATION SYSTEM PER THE IRRIGATION NOTES BELOW:
 - DESIGN GUIDELINES: CONTRACTOR TO VERIFY PRESSURE AND AVAILABLE WATER SERVICE SIZE
 - EMISSION (LAWNS): HUNTER I-40 SPRAY ROTARS (OR APPROVED EQUAL)
 - DRIP (BEDS): HUNTER HDL-CV (OR APPROVED EQUAL)
 - QUICK COUPLER: HUNTER QC-V - 3RC
 - CONTROLLER: HUNTER HCC (OR APPROVED EQUAL)
 - SENSOR: HUNTER SOLAR-SYNC & HC FLOW METER (OR APPROVED EQUAL)
 - PIPING: PVC OR APPROVED EQUAL
 - INSECT REPELLENT: AUTOMATED PRO FEEDER SYSTEM WITH 5-GALLON STORAGE FOR NATURE SHIELD
- CONTRACTOR SHALL PROVIDE A QUALIFIED IRRIGATION DESIGNER OR IRRIGATION CONSULTANT TO DESIGN THE SYSTEM FOR EFFICIENT AND UNIFORM DISTRIBUTION OF WATER. "QUALIFIED" MEANS CERTIFIED BY ONE THE FOLLOWING AGENCIES BELOW:
 - CERTIFIED IRRIGATION CONTRACTOR (CIC)
 - CERTIFIED LANDSCAPE IRRIGATION AUDITOR (CLIA)
 - CERTIFIED LANDSCAPE IRRIGATION MANAGER (CLIM)
 - CERTIFIED IRRIGATION DESIGNER (CID)
 - CERTIFIED WATER CONSERVATION MANAGER-LANDSCAPE (CWCM)
- SYSTEM DESIGN:
 - THE SYSTEM SHALL BE COMPRISED OF EITHER:
 - DRIP/MICRO-IRRIGATION COMPONENTS THAT ALLOW FOR HIGHER DISTRIBUTION UNIFORMITY AND LOWER EVAPORATION AND RUNOFF.
 - THE DESIGN AND LAYOUT OF THE EMISSION DEVICES PROVIDES FOR ZERO OVERSPRAY ACROSS OR ONTO A STREET, PUBLIC DRIVEWAY OR SIDEWALK, PARKING AREA, BUILDING, FENCE OR ADJOINING PROPERTY. OVERSPRAY MAY OCCUR DURING THE OPERATION OF THE IRRIGATION SYSTEM DUE TO THE ACTUAL WIND CONDITION THAT DIFFER FROM THE DESIGN CRITERIA.
- SYSTEM CONTROLLER:
 - THE SYSTEM SHOULD USE A CONTROLLER THAT HAS MULTI-PROGRAM CAPABILITY WITH AT LEAST FOUR START TIMES (FOR MULTIPLE REPEAT SOAK CYCLES) AND RUN TIME ADJUSTMENT IN ONE MINUTE INCREMENTS. THE CONTROLLER PROGRAMMING (SCHEDULING) SHOULD BE MANAGED TO RESPOND TO THE CHANGING NEED FOR WATER IN THE LANDSCAPE.
- DESIGN FEATURES:
 - FOLLOW ALL ORDINANCES RELATING TO IRRIGATION SYSTEMS INCLUDING THE INSTALLATION OF BACKFLOW DEVICES.
 - INSTALL A MASTER VALVE TO STOP UNSCHEDULED FLOW OF IRRIGATION WATER
 - A DESIGN THAT RESULTS IN UNIFORM AND EFFICIENT COVERAGE. SPRINKLER HEAD SPACING SHOULD BE A MINIMUM OF "HEAD-TO-HEAD" (MINIMUM 50% OF DIAMETER) UNLESS THE COVERAGE IS DESIGNED FOR WIND DE-RATING. WIND DE-RATING SHOULD BE BASED ON AVERAGE NIGHTTIME WIND SPEED.
 - A MINIMUM OF "HEAD-TO-HEAD" (MINIMUM OF 50% OF DIAMETER) UNLESS THE COVERAGE IS DESIGNED FOR WIND DE-RATING. WIND DE-RATING SHOULD BE BASED ON AVERAGE NIGHTTIME WIND SPEED. DESIGN TO AVOID OVERSPRAY ONTO HARDSCAPES, FENCES, BUILDINGS AND ADJOINING PROPERTY.
 - HAVE SEPARATE STATIONS/ZONES (HYDROZONES) FOR AREAS WITH DISSIMILAR WATER OR SCHEDULING REQUIREMENTS
 - PROVIDE SENSOR TO SUSPEND IRRIGATION DURING WET WEATHER CONDITIONS.
 - PROVIDE FLOW METER FOR MONITORING FLOW CONDITIONS AND SAVING WATER.
 - PROVIDE OWNER WITH WALKTHROUGH FOR SYSTEM OPERATIONS, PRIOR TO FINAL ACCEPTANCE. INCLUDE PROCEDURES FOR CONTROLLER PROGRAMMING, MAINTENANCE AND WINTERIZATION.

PROJECT NAME:
PROPOSED DEVELOPMENT
2777 MANNHIM DES PLAINES, IL

OWNER NAME:
GW PROPERTIES
2211 N. ELSTON AVE. UNIT 400
CHICAGO, IL 60614
p: 773.382.0445

CONSULTANTS:
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4201 WINFIELD ROAD, SUITE 600
WARRENVILLE, IL 60555
p: 630.487.5550

Planned Environment Associates
(219) 399-3333
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P.O. BOX 2256
CHESTER, IN 46304

SUBMITTAL & REVISIONS	
1	01.26.23 SCHEMATIC DESIGN
2	02.02.23 REVISED SITE PLAN
3	03.01.23 REVISED SITE PLAN
4	03.20.23 REVISED SITE PLAN
5	04.10.23 REVISED SITE PLAN

STAMP:
LANDSCAPE ARCHITECT
JAMES J. POWERS
010408
OFFICE OF LANDSCAPE ARCHITECTURE

TITLE:
LANDSCAPE NOTES & DETAILS

SHEET:
L200

DRAWN BY: JIF
CHECK BY: JRR
PROJECT #: 23-003





Restaurant Support Office
6800 Bishop Road, Plano, TX 75024
Tel: 972-769-3100 Fax: 972-769-3101

STORE:
RAISING CANE'S RESTAURANT
2781 MANNHEIM RD
DES PLAINES, IL 60018
PROTOTYPE: P6-V-AV
SCHEME: B
RESTAURANT #RC1009
VERSION: 2023-1.0 RELEASE 5.22.2023

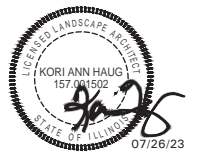


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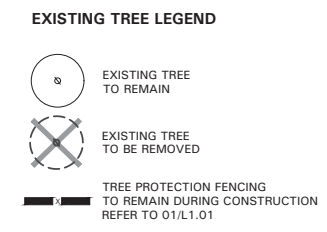
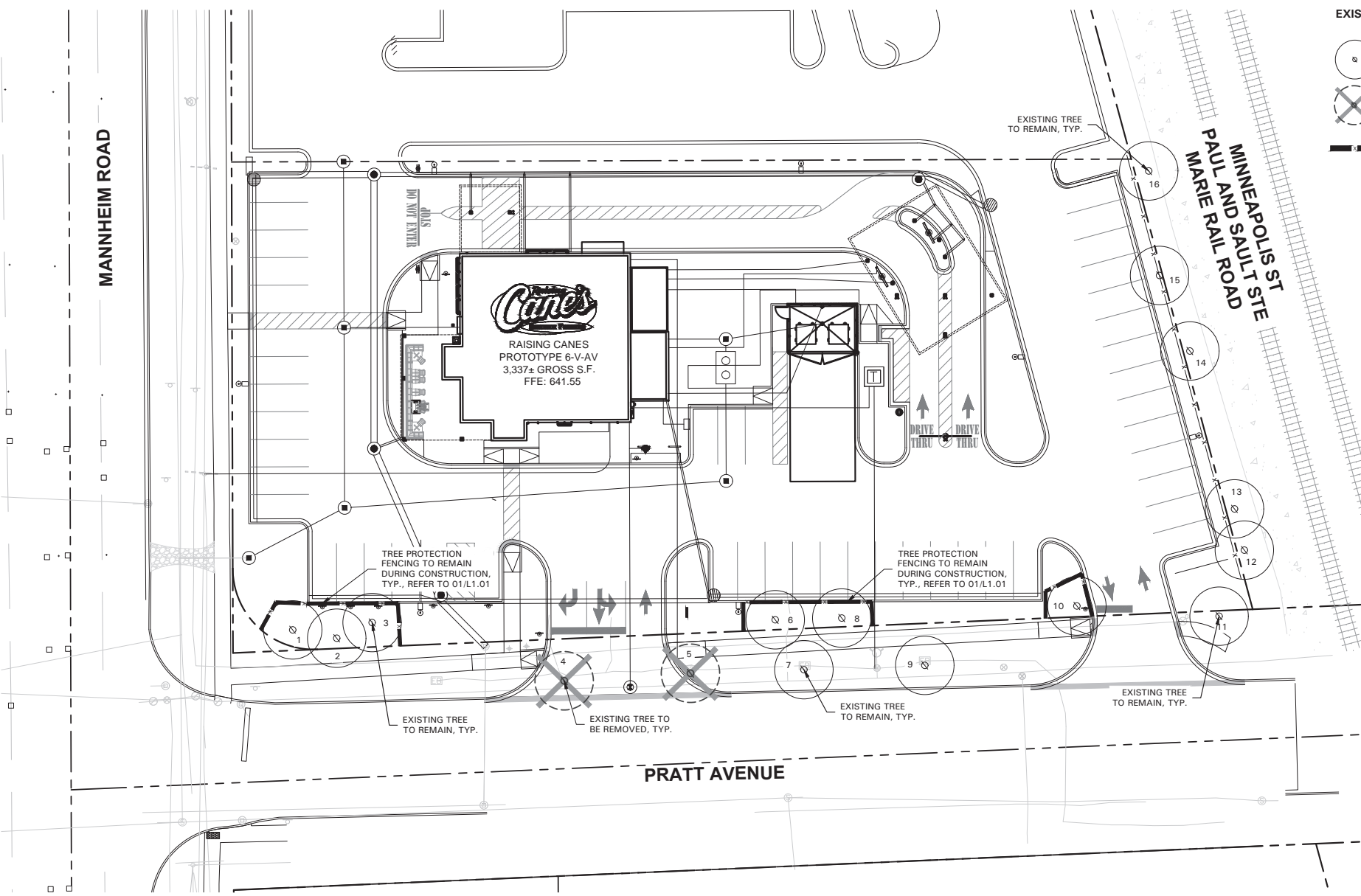
PERMIT SET

ENGINEER INFORMATION:



SHEET REVISIONS		
#	DATE	TYPE
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TREE PRESERVATION PLAN
PERMIT DATE: 08/01/2023
JOB NO. 22297
L1.01
SHEET NO.



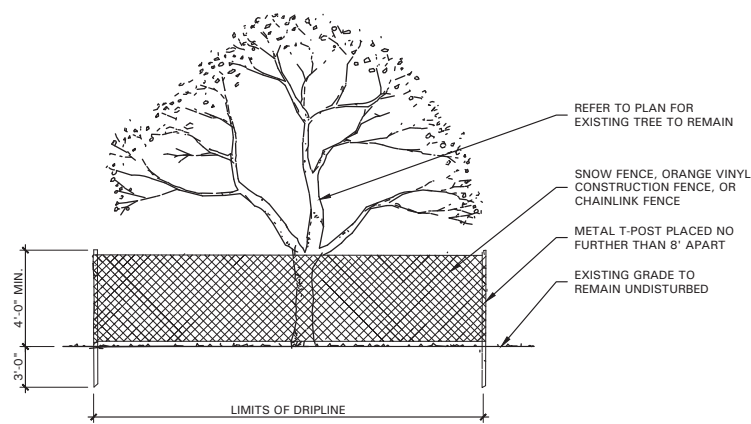
TREE SURVEY FIELD DATA

No.	Dia. (inches)	Species (common name)	Status	Remarks
1	12	TREE	TO REMAIN	
2	9	TREE	TO REMAIN	
3	12	TREE	TO REMAIN	
4	17	TREE	TO BE REMOVED	
5	17	TREE	TO BE REMOVED	
6	12	TREE	TO REMAIN	
7	17	TREE	TO REMAIN	
8	12	TREE	TO REMAIN	
9	17	TREE	TO REMAIN	
10	17	TREE	TO REMAIN	
11	17	TREE	TO REMAIN	
12	16	TREE	TO REMAIN	
13	18	TREE	TO REMAIN	
14	22	TREE	TO REMAIN	
15	19	TREE	TO REMAIN	
16	11	TREE	TO REMAIN	

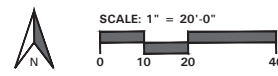
Total Caliper Inches on Site: 245
Total Caliper Inches Removed: 34
Total Mitigation Inches Required: 0
Total Mitigation Inches Provided: 0

TREE PRESERVATION NOTES

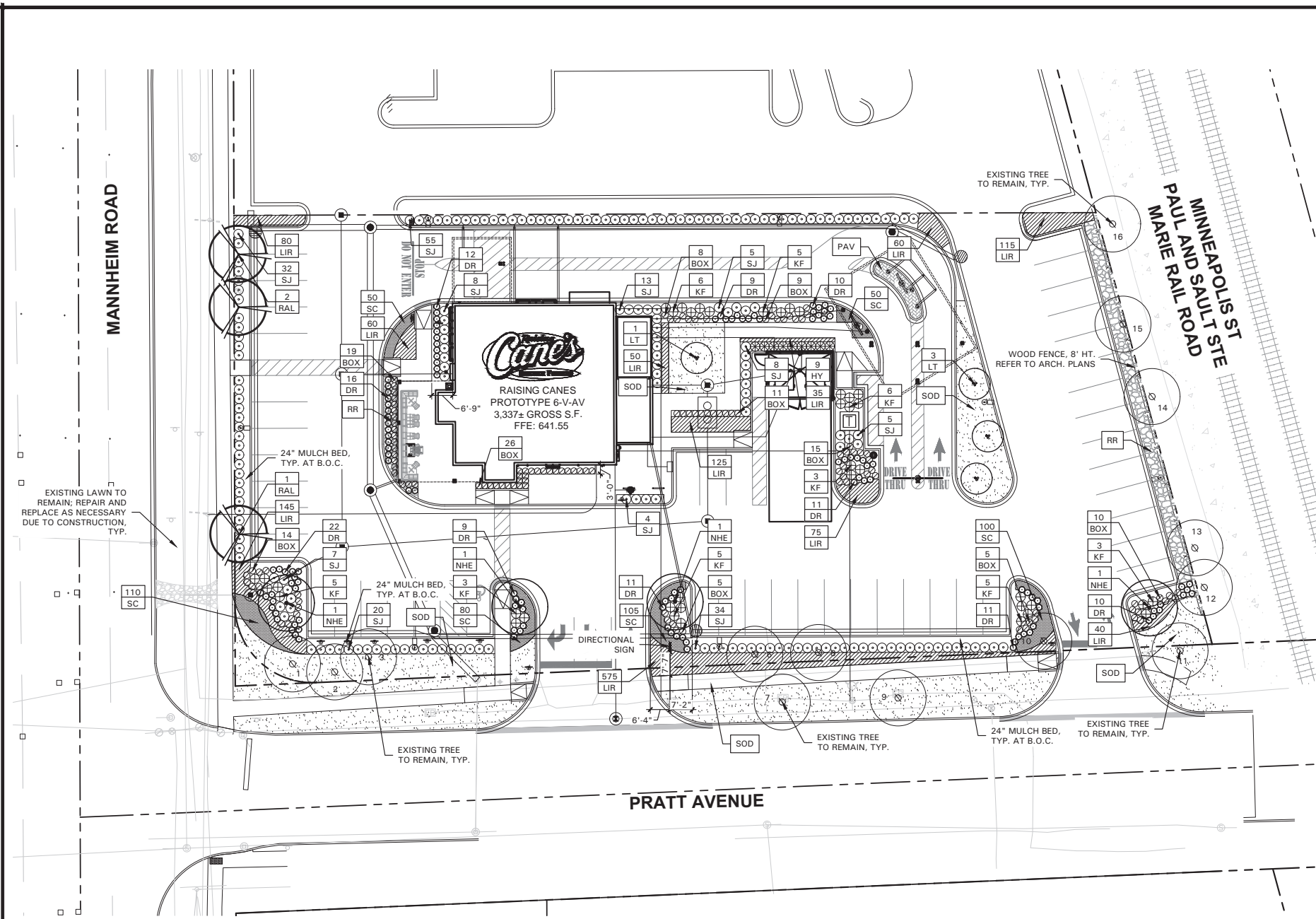
- EXISTING TREES TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION FROM TREE STRUCTURE DAMAGE AND COMPACTION OF SOIL UNDER AND AROUND DRIP LINE (CANOPY) OF TREE.
- IF ANY ROOT STRUCTURE IS DAMAGED DURING ADJACENT EXCAVATION / CONSTRUCTION, NOTIFY OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY. IT IS RECOMMENDED THAT A LICENSED ARBORIST BE SECURED FOR THE TREATMENT OF ANY POSSIBLE TREE WOUNDS.
- NO DISTURBANCE OF THE SOIL GREATER THAN 4" SHALL BE LOCATED CLOSER TO THE TREE TRUNK THAN 1/2 THE DISTANCE OF THE DRIP LINE TO THE TREE TRUNK. A MINIMUM OF 75% OF THE DRIP LINE AND ROOT ZONE SHALL BE PRESERVED AT NATURAL GRADE.
- ANY FINE GRADING DONE WITHIN THE CRITICAL ROOT ZONES OF THE PROTECTED TREES MUST BE DONE WITH LIGHT MACHINERY SUCH AS A BOBCAT OR LIGHT TRACTOR. NO EARTH MOVING EQUIPMENT WITH TRACKS IS ALLOWED WITHIN THE CRITICAL ROOT ZONE OF THE TREES.
- NO MATERIALS INTENDED FOR USE IN CONSTRUCTION OR WASTE MATERIALS ACCUMULATED DUE TO EXCAVATION OR DEMOLITION SHALL BE PLACED WITHIN THE LIMITS OF THE DRIP LINE OF ANY TREE.
- NO EQUIPMENT MAY BE CLEANED OR TOXIC SOLUTIONS, OR OTHER LIQUID CHEMICALS, SHALL BE DEPOSITED WITHIN THE LIMITS OF THE DRIP LINE OF A TREE, INCLUDING BUT NOT LIMITED TO: PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR, PRIMERS, ETC.
- NO SIGNS, WIRES OR OTHER ATTACHMENTS, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY TREE.
- NO VEHICULAR / CONSTRUCTION EQUIPMENT TRAFFIC OR PARKING IS ALLOWED WITHIN THE LIMITS OF THE DRIP LINE OF TREES.
- BORING OF UTILITIES MAY BE PERMITTED UNDER PROTECTED TREES IN CERTAIN CIRCUMSTANCES. THE MINIMUM LENGTH OF THE BORE SHALL BE THE WIDTH OF THE TREE'S CANOPY AND SHALL BE A MINIMUM DEPTH OF FORTY-EIGHT (48") INCHES.
- IRRIGATION TRENCHING WHICH MUST BE DONE WITHIN THE CRITICAL ROOT ZONE OF A TREE SHALL BE DUG BY HAND AND ENTER THE AREA IN A RADIAL MANNER.
- ALL TREES TO BE REMOVED FROM THE SITE SHALL BE FLAGGED BY THE CONTRACTOR WITH BRIGHT RED VINYL TAPE (3" WIDTH) WRAPPED AROUND THE MAIN TRUNK AT A HEIGHT OF FOUR (4') FEET ABOVE GRADE. FLAGGING SHALL BE APPROVED BY OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO ANY TREE REMOVAL. CONTRACTOR SHALL CONTACT OWNER'S AUTHORIZED REPRESENTATIVE WITH 72 HOURS NOTICE TO SCHEDULE ON-SITE MEETING.
- ALL TREES TO REMAIN, AS NOTED ON DRAWINGS, SHALL HAVE PROTECTIVE FENCING LOCATED AT THE TREE'S DRIP LINE. THE PROTECTIVE FENCING MAY BE COMPRISED OF SNOW FENCING, ORANGE VINYL CONSTRUCTION FENCING, CHAIN LINK FENCE OR OTHER SIMILAR FENCING WITH A FOUR (4') FOOT APPROXIMATE HEIGHT. THE PROTECTIVE FENCING SHALL BE LOCATED AS INDICATED ON THE TREE PROTECTION DETAIL.
- WHEN A LOW HANGING LIMB IS BROKEN DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY. UNDER NO CIRCUMSTANCE SHALL THE CONTRACTOR PRUNE ANY PORTION OF THE DAMAGED TREE WITHOUT THE PRIOR APPROVAL BY THE OWNER'S AUTHORIZED REPRESENTATIVE.



01 TREE PROTECTIVE FENCING
NOT TO SCALE



4245 North Central Expressway
Suite 501
Dallas, Texas 75205
214.865.7192 office



LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS, OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
- TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
- ALL LAWN AREAS SHALL BE SOLID SOD KENTUCKY BLUEGRASS FESCUE MIX, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
- ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
- ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
- ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
- CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

LANDSCAPE TABULATIONS

THE CITY OF DES PLAINES, ILLINOIS

- PARKING LOT LANDSCAPING**
- Not less than 5% of the interior of a parking lot shall be devoted to landscaping.
 - One (1) shade tree shall be provided for every 100 s.f. of landscaping area.
 - A minimum of 50% of every interior parking lot landscaping area shall be planted with groundcover.
- Parking Lot Area: 7,421 s.f.
 Required: 371 s.f. (5%)
 Provided: 790 s.f. (10%)
 (4) trees, 3" cal. (4) trees, 3" cal.
 50% groundcover 100% groundcover
- PERIMETER PARKING LOT LANDSCAPING**
- One (1) tree for every 40 l.f. of frontage.
 - One (1) shrub for every 3 l.f. of frontage.
- Mannheim Road: 126 l.f.
 Required: (3) trees, (42) shrubs
 Provided: (3) trees, (80) shrubs
- Pratt Avenue: 308 l.f.
 Required: (8) trees, (102) shrubs
 Provided: (9) existing trees, (140) shrubs
- FOUNDATION LANDSCAPING**
- 35% of the site to be landscape area.
- Foundation Area: 100 l.f.
 Required: 35 l.f. (35%)
 Provided: 60 l.f. (60%)

GENERAL LAWN NOTES

- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO SOD INSTALLATION.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

- PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.

CONCRETE PAVER NOTES

- CONTRACTOR SHALL ADHERE TO THE MANUFACTURER'S INSTALLATION GUIDELINES, SPECIFICATIONS, AND ANY OTHER REQUIREMENTS OUTLINED BY THE MANUFACTURER FOR ALL PAVER INSTALLATION.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A COPY OF THE MANUFACTURER'S SPECIFICATIONS PRIOR TO COMMENCING ANY WORK.
- CONCRETE PAVERS SHALL BE:
 - BELGARD® LEGACY SERIES
 - MODEL: HOLLAND STONE
 - PATTERN: HERRINGBONE
 - COLOR: CHARCOAL
- CONTRACTOR SHALL SUBMIT A STANDARD COLOR SAMPLE BOARD TO THE OWNER'S AUTHORIZED REPRESENTATIVE FOR FINAL COLOR SELECTION PRIOR TO PLACING ORDER.
- THE FINAL COLOR SELECTION SHALL BE MADE BY THE OWNER'S AUTHORIZED REPRESENTATIVE ON-SITE.
- CONCRETE PAVERS AVAILABLE FROM:
 - WWW.BELGARD.COM
- THE CONTRACTOR SHALL CONSTRUCT A SAMPLE PANEL 4'-0" BY 4'-0" ON-SITE, AT NO EXPENSE TO THE OWNER, FOR APPROVAL BY THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO COMMENCING WORK.
- THE OWNER'S AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY AND ALL WORK EXECUTED BY THE CONTRACTOR WHICH DOES NOT MEET HIS/HER EXPECTATIONS AND THE MANUFACTURER'S SPECIFICATIONS.
- THE CONTRACTOR SHALL MAKE ANY MODIFICATIONS REQUIRED BY THE OWNER'S AUTHORIZED REPRESENTATIVE AT NO EXPENSE TO THE OWNER.

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
TREES					
LT	<i>Syringa reticulata</i> 'Ivory Silk'	Ivory Silk Japanese Lilac Tree	4	2" cal.	container grown, 8' ht., 4' spread min.
NHE	<i>Ulmus davidiana</i> var. <i>japonica</i>	New Horizon Elm	4	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
RAL	<i>Tilia americana</i> 'Redmond'	Redmond American Linden	3	3" cal.	B&B, 12' ht., 4' spread, 4' branching ht., matching
SHRUBS/GROUNDCOVER					
BOX	<i>Buxus x 'Winter Gem'</i>	Boxwood 'Winter Gem'	122	7 gal.	container full, 20" spread, 24" o.c.
DR	<i>Rosa 'Red Drift'</i>	Red Drift Rose	121	5 gal.	container full, 24" spread, 20" ht., 24" o.c.
HY	<i>Taxus x media</i> 'Hicksii'	Hicksii Yew	9	7 gal.	container full
KF	<i>Calamagrostis x scutiflora</i> 'Karl Foerster'	Karl Foerster Feather Reed Grass	41	5 gal.	container full, 24" ht., 36" o.c.
LIR	<i>Liriope muscari</i> 'Big Blue'	Liriope 'Big Blue'	1,380	4" pots	container full top of container, 12" o.c.
SC		Seasonal Color	495	4" pots	container full, 12" o.c., selection by Owner
SJ	<i>Juniperus chinensis</i> 'Sea Green'	Sea Green Juniper	191	5 gal.	container full, 24" spread, 24" o.c.
MISCELLANEOUS					
PAV		Concrete Pavers			refer to 03/L1.02
RR		Native River Rock			2" - 4" dia., 4" depth rock mulch, typ. at planting adjacent to patio
SOD	<i>Poa pratensis</i> x <i>Festuca arundinacea</i>	Kentucky Bluegrass Fescue Mix			solid sod, refer to Solid Sod Notes

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES. PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN. ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.



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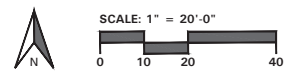
LANDSCAPE PLAN

PERMIT DATE: 08/01/2023

JOB NO. 22297

L2.01

SHEET NO.



4245 North Central Expy
 Suite 501
 Dallas, Texas 75205
 214.865.7192 office

SECTION 32 9300 - LANDSCAPE

PART 1 - GENERAL

1.1 REFERENCED DOCUMENTS

- A. Refer to Landscape Plans, notes, details, bidding requirements, special provisions, and schedules for additional requirements.

1.2 DESCRIPTION OF WORK

- A. Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:
 1. Planting (trees, shrubs and grasses)
 2. Bed preparation and fertilization
 3. Notification of sources
 4. Water and maintenance until final acceptance
 5. Guarantee

1.3 REFERENCE STANDARDS

- A. American Standard for Nursery Stock published by American Association of Nurserymen: April 14, 2014 Edition; by American National Standards Institute, Inc. (Z60.1) - plant material
- B. American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standardized Plant Names.
- C. Illinois Association of Nurserymen, Grades and Standards
- D. Hortis Third, 1976 - Cornell University

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

- A. Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel, crushed stone, steel edging and tree stakes. Samples shall be approved by Owner's Authorized Representative before use on the project.

1.5 JOB CONDITIONS

- A. General Contractor to complete the following punch list: Prior to Landscape Contractor initiating any portion of landscape installation, General Contractor shall leave planting bed areas three (3") inches below final finish grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1") inch below the final finish grade of sidewalks, drives and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.
- B. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.6 MAINTENANCE AND GUARANTEE

- A. Maintenance:
 1. The Landscape Contractor shall be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show healthy growth and satisfactory foliage conditions.
 2. Maintenance shall include watering of trees and plants, cultivation, weeding spraying, edging, pruning of trees, mowing of grass, cleaning up and all other work necessary of maintenance.
 3. A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by the Owner's Authorized Representative will be completed prior to written acceptance.
- B. Guarantee:

1. Trees, shrubs and groundcover shall be guaranteed for a twelve (12) month period after final acceptance. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner. Plants, including trees, which have partially died so that shape, size, or symmetry have been damaged, shall be considered subject to replacement. In such cases, the opinion of the Owner shall be final.

- a. Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including ruts in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.

- b. At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.

- c. When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and re-inspected for full compliance with the contract requirements. All replacements are to be included under "Work" of this section.

2. The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.

3. The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.

4. Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a complete, undamaged condition and there is a stand of grass in all lawn areas. At that time, the Owner will assume maintenance on the accepted work.

- C. Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting. In the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense to the Landscape Contractor.

1.7 QUALITY ASSURANCE

- A. General: Comply with applicable federal, state, county and local regulations governing landscape materials and work.

- B. Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.

- C. Selection of Plant Material:
 1. Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance (pruning and fertilization) which will ensure the purchased materials will meet and / or exceed project specifications.
 2. Substitutions: Do not make plant material substitutions. If the specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with proposal for use of equivalent material. At the time bids are submitted, the Contractor is assumed to have located the materials necessary to complete the job as specified.
 3. Landscape Architect will provide a key identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedules to site.
 4. Measurements: Measure trees with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements six inches above ground for trees up to and including 4" caliper size, and twelve inches above ground for larger sizes. Measure main body of all plant material of height and spread dimensions,

do not measure from branch or root tip-to-tip.

5. Owner's Authorized Representative shall inspect all plant material with requirements for genus, species, cultivar / variety size and quality.

6. Owner's Authorized Representative retains the right to further inspect all plant material upon arrival to the site and during installation for size and condition of root balls and root systems, limbs, branching habit, insects, injuries and latent defects.

7. Owner's Authorized Representative may reject unsatisfactory or defective material at any time during the process work. Remove rejected materials immediately from the site and replace with acceptable material at no additional cost to the Owner. Plants damaged in transit or at job site shall be rejected.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Preparation:

1. Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape and future development.

2. Container Grown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.

B. Delivery:

1. Deliver packaged materials in sealed containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored on site.

2. Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on job site.

3. Protect root balls by heeling in with sawdust or other approved moisture retaining material if not planted within 24 hours of delivery.

4. Protect plants during delivery to prevent damage to root balls or desiccation of leaves. Keep plants moist at all times. Cover all materials during transport.

5. Notify Owner's Authorized Representative of delivery schedule 72 hours in advance job site.

6. Remove rejected plant material immediately from job site.

7. To avoid damage or stress, do not lift, move, adjust to plumb, or otherwise manipulate plants by trunk or stems.

PART 2 - PRODUCTS

2.1 PLANTS

- A. General: Well-formed No. 1 grade or better nursery grown stock. Listed plant heights are from tops of root balls to nominal tops of plants. Plant spread refers to nominal outer width of the plant, not to the outer leaf tips. Plants will be individually approved by the Owner's Authorized Representative and his decision as to their acceptability shall be final.

- B. Quantities: The drawings and specifications are complementary. Anything called for on one and not the other is as binding as if shown and called for on both. The plant schedule is an aid to bidders only. Confirm all quantities on plan.

- C. Quality and size: Plant materials shall conform to the size given on the plan, and shall be healthy, symmetrical, well-shaped, full branched and well rooted. The plants shall be free from injurious insects, diseases, injuries to the bark or roots, broken branches, objectionable disfigurements, insect eggs and larvae, and are to be of specimen quality.

- D. Approval: All plants which are found unsuitable in growth, or are in any unhealthy, badly shaped or undersized condition will be rejected by the Owner's Authorized Representative either before or after planting and shall be removed at the expense of the Landscape Contractor and replaced with acceptable plant as

specified at no additional cost to the Owner.

- E. Trees shall be healthy, full-branched, well-shaped, and shall meet the minimum trunk and diameter requirements of the plant schedule. Balls shall be firm, neat, slightly tapered and well wrapped in burlap. Any tree loose in the ball or with a broken root ball at time of planting will be rejected. Balls shall be ten (10") inches in diameter for each one (1") inch of trunk diameter, measured six (6") inches above ball. (Nomenclature conforms to the customary nursery usage. For clarification, the term "multi-trunk" defines a plant having three (3) or more trunks of nearly equal diameter.)

- F. Pruning: All pruning of trees and shrubs, as directed by the Landscape Architect prior to final acceptance, shall be executed by the Landscape Contractor at no additional cost to the Owner.

2.2 SOIL PREPARATION MATERIALS

A. Sandy Loam:

1. Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Dallasgrass or Nutgrass shall be rejected.

2. Physical properties as follows:
 - a. Clay - between 7-27 percent
 - b. Silt - between 15-25 percent
 - c. Sand - less than 52 percent

3. Organic matter shall be 3%-10% of total dry weight.

4. If requested, Landscape Contractor shall provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets the above requirements.

- B. Organic Material: Compost with a mixture of 80% vegetative matter and 20% animal waste. Ingredients should be a mix of course and fine textured material.

- C. Sharp Sand: Sharp sand must be free of seeds, soil particles and weeds.

- D. Mulch: Double Shredded Hardwood Mulch, partially decomposed, dark brown.

- E. Organic Fertilizer: FertiLid, Sustane, or Green Sense or equal as recommended for required applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.

- F. Commercial Fertilizer: 10-20-10 or similar analysis. Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UF) with a minimum 8% sulfur and 4% iron, plus micronutrients.

- G. Peat: Commercial sphagnum peat moss or partially decomposed shredded pine bark or other approved organic material.

2.3 MISCELLANEOUS MATERIALS

- A. Steel Edging: All steel edging shall be 3/16" thick x 4" deep x 16' long with 6 stakes per section, painted black at the factory as manufactured by The J.D. Russell Company and under its trade name DURAEDEG Heavy Duty Steel.

- B. Staking Material for Shade Trees: refer to details.

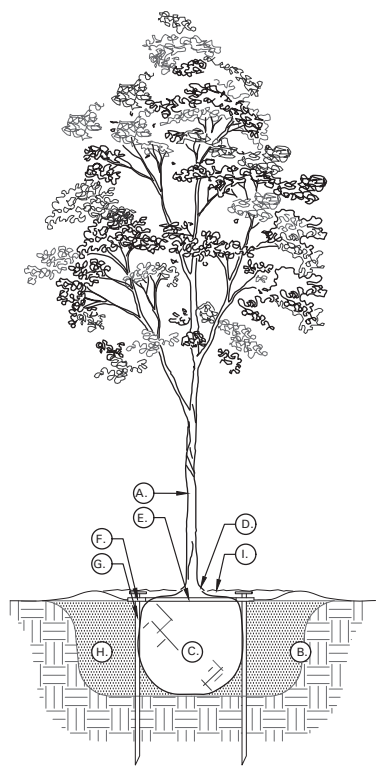
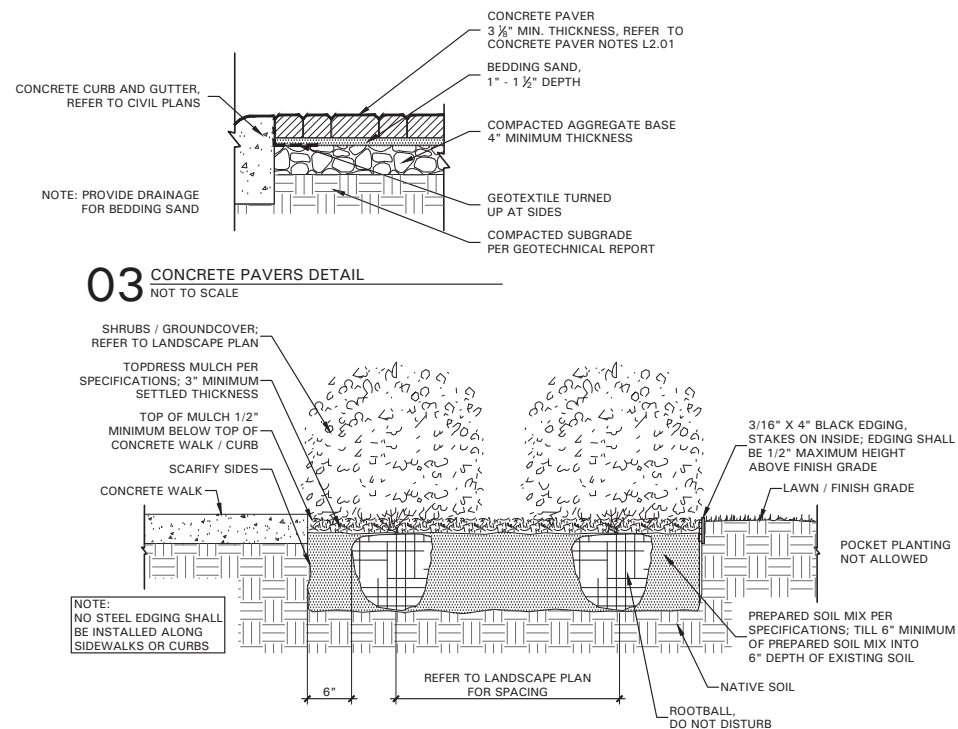
- C. Gravel: Washed native pea gravel, graded 1 inch to 1-1/2 inch.

- D. Filter Fabric: "Mirafi Mirascap" by Mirafi Construction Products or approved equal.

- E. River Rock: Native river rock, 2" - 4" dia.

- F. Decomposed Granite: Base material shall consist of a natural material mix of granite aggregate not to exceed 1 1/8" diameter in size and shall be composed of various stages of decomposed earth base.

PART 3 - EXECUTION



TREE PLANTING DETAIL LEGEND AND NOTES

- A. TREE: TREES SHALL CONFORM WITH LATEST AMERICAN STANDARD FOR NURSERY STOCK. www.anla.org
- B. TREE PIT: WIDTH TO BE AT LEAST TWO (2) TIMES THE DIAMETER OF THE ROOT BALL CENTER TREE IN HOLE & REST ROOT BALL ON UNDISTURBED NATIVE SOIL.
- C. ROOT BALL: REMOVE TOP 1/2 BURLAP AND ANY OTHER FOREIGN OBJECT; CONTAINER GROWN STOCK TO BE INSPECTED FOR GIRDLING ROOTS.
- D. ROOT FLARE: ENSURE THAT ROOT FLARE IS EXPOSED, FREE FROM MULCH, AND AT LEAST TWO INCHES ABOVE GRADE. TREES SHALL BE REJECTED WHEN GIRDLING ROOTS ARE PRESENT & ROOT FLARE IS NOT APPARENT.
- E. ROOTBALL ANCHOR RING: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. PLACE ROOTBALL ANCHOR RING ON BASE OF ROOTBALL, TRUNK SHOULD BE IN THE CENTER OF THE RING.
- F. ROOT ANCHOR BY TREE STAKE SOLUTIONS.
- G. NAIL STAKE: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. INSTALL NAIL STAKES WITH HAMMER OR MALLET FIRMLY INTO UNDISTURBED GROUND. DRIVE NAIL STAKES FLUSH WITH "U" BRACKET ADJACENT TO ROOTBALL (DO NOT DISTURB ROOTBALL).

- J. Do not wrap trees.
- K. Do not over prune.
- L. Mulch the top of the ball. Do not plant grass all the way to the trunk of the tree. Leave the area above the top of the ball and mulch with at least three (3") inches of specified mulch.
- M. All plant beds and trees to be mulched with a minimum settled thickness of three (3") inches over the entire bed or pit.
- N. Obstruction below ground: In the event that rock, or underground construction work or obstructions are encountered in any plant pit excavation work to be done under this section, alternate locations may be selected by the Owner. Where locations cannot be changed, the obstructions shall be removed to a depth of not less than three (3") feet below grade and no less than six (6") inches below the bottom of ball when plant is properly set at the required grade. The work of this section shall include the removal from the site of such rock or underground obstructions encountered at the cost of the Landscape Contractor.
- O. Trees and large shrubs shall be staked as site conditions require. Position stakes to secure trees against seasonal prevailing winds.
- P. Pruning and Mulching: Pruning shall be directed by the Landscape Architect and shall be pruned in accordance with standard horticultural practice following Fine Pruning, Class I pruning standards provided by the National Arborist Association.
 1. Dead wood, suckers, broken and badly pruned branches shall be removed. General tipping of the branches is not permitted. Do not cut terminal branches.
 2. Pruning shall be done with clean, sharp tools.
 3. Immediately after planting operations are completed, all tree pits shall be covered with a layer of organic material two (2") inches in depth. This limit of the organic material for trees shall be the diameter of the plant pit.
- Q. Steel Curbing Installation:
 1. Curbing shall be aligned as indicated on plans. Stake out limits of steel curbing and obtain Owners approval prior to installation.
 2. All steel curbing shall be free of kinks and abrupt bends.
 3. Top of curbing shall be 1/2" maximum height above final finished grade.
 4. Stakes are to be installed on the planting bed side of the curbing, as opposed to the grass side.
 5. Do not install steel edging along sidewalks or curbs.
 6. Cut steel edging at 45 degree angle where edging meets sidewalks or curbs.

3.3 CLEANUP AND ACCEPTANCE

- A. Cleanup: During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized so that they, too, are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing them at end of each work day.

END OF SECTION



STORE:
RAISING CANES RESTAURANT
2781 MANNHEIM RD
DES PLAINES, IL 60018
PROTOTYPE: P6-V-AV
SCHEME: B
RESTAURANT #RC1009
VERSION:2023-1.0 RELEASE 5.22.2023



17710 Detroit Avenue - Lakewood, Ohio, 44107
Phone (216) 521-5734 Fax (216) 521-4824
www.adaarchitects.com

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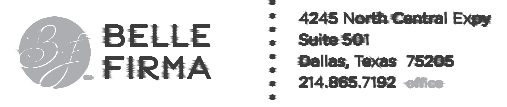
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LANDSCAPE SPECIFICATIONS AND DETAILS

PERMIT DATE: 08/01/2023

JOB NO. 22297

L2.02
SHEET NO.



• 4245 North Central Expy
• Suite 501
• Dallas, Texas 75206
• 214.865.7192 office



Restaurant Support Office
6800 Bishop Road, Plano, TX 75024
Tel: 972-769-3100 Fax: 972-769-3101

STORE:
RAISING CANE'S RESTAURANT
2781 MANNHEIM RD
DES PLAINES, IL 60018
PROTOTYPE: P6-V-AV
SCHEME: B
RESTAURANT #RC1009
VERSION: 2023-1.0 RELEASE 5.22.2023



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IRRIGATION PLAN

PERMIT DATE: 08/01/2023

JOB NO. 22297

L3.01

SHEET NO.

4245 North Central Expy
Suite 501
Dallas, Texas 75205
214.865.7192 office



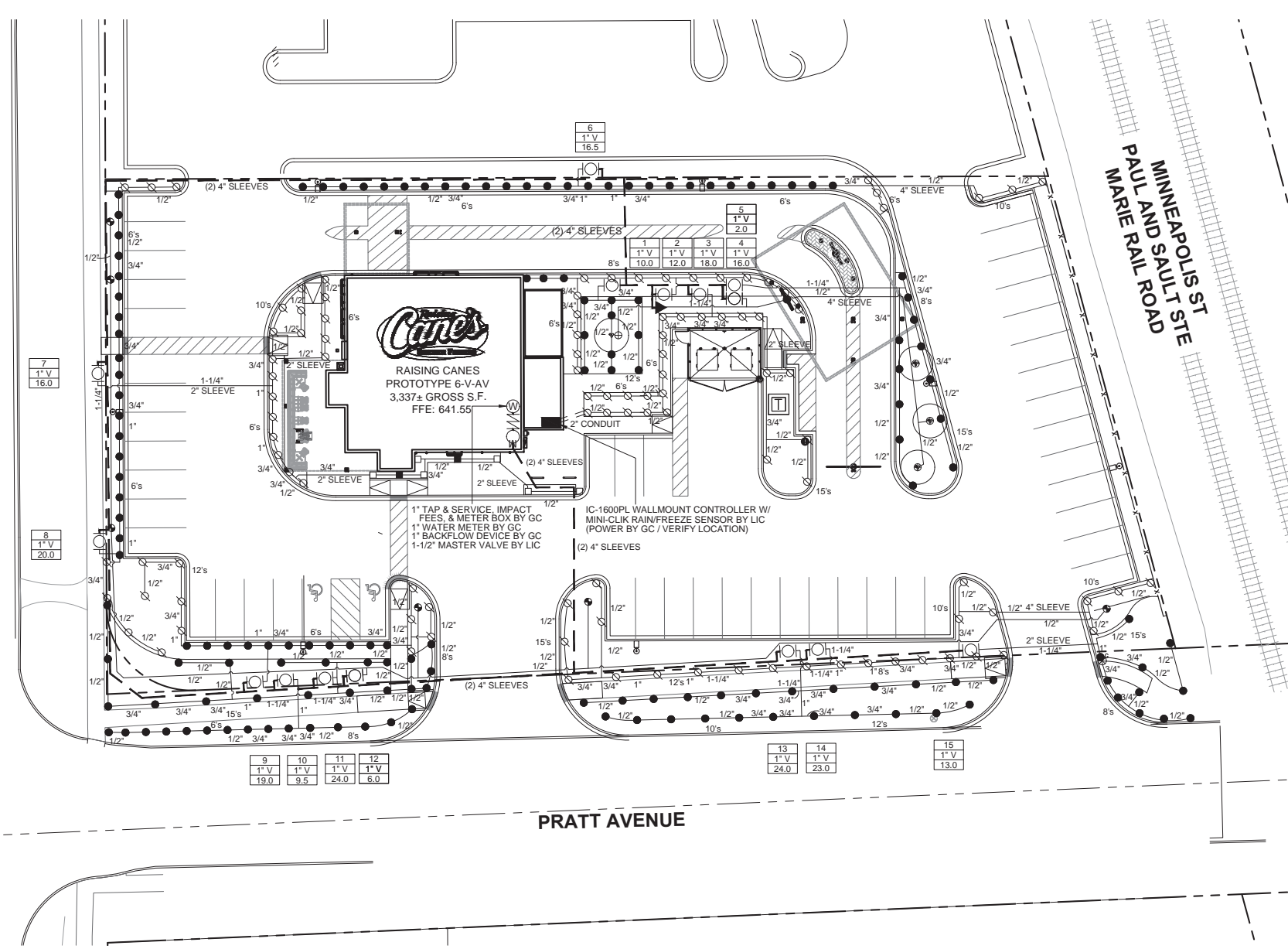
SETH HEIDMAN
IRRIGATION DESIGN & CONSULTING, LLC
100 W. Parker Rd., #1000, Denver, CO 80201 Tel: 303.440.6000

SCALE: 1" = 20'-0"
0 10 20 40



IRRIGATION LEGEND:

SYMBOL	DESCRIPTION	MANUFACTURER	MODEL NO.
●	LAWN SPRAY HEAD	HUNTER (30 PSI)	PROS-04-CV WITH MPR PLASTIC NOZZLE ON HUNTER SJ SWING JOINT
⊗	HIGH-POP SPRAY HEAD	HUNTER (30 PSI)	PROS-12-CV WITH MPR PLASTIC NOZZLE ON HUNTER SJ SWING JOINT
○	SHRUB SPRAY HEAD	HUNTER (30 PSI)	PLASTIC ADAPTER WITH MPR PLASTIC NOZZLE UNLESS NOTED OTHERWISE
⊕	BUBBLER HEAD	HUNTER (30 PSI)	PCB-50 PLASTIC BUBBLER NOZZLE ON HUNTER SJ SWING JOINT
⊙	BUBBLER HEAD	HUNTER (30 PSI)	PCB-10 PLASTIC BUBBLER NOZZLE ON HUNTER SJ SWING JOINT
⊖	REMOTE CONTROL VALVE	HUNTER	PGV, REFER TO PLAN FOR SIZE
▲	QUICK COUPLING VALVE	HUNTER	HQ-DNP
■	CONTROLLER	HUNTER	ICORE WALLMOUNT WITH MINI-CLIK WIRELESS RAIN AND FREEZE SENSOR
—	MAINLINE PIPING	REFER TO SPEC.	1-1/2" CLASS 200 PVC
- - -	LATERAL PIPING	REFER TO SPEC.	3/4" & LARGER - CLASS 200 PVC 1/2" - CLASS 315 PVC
⊙	WATER METER	REFER TO SPEC.	PER LOCAL BUILDING CODE
⊖	RPZ BACKFLOW PREVENTER	FEBCO	860, REFER TO PLAN FOR SIZE
⊖	MASTER VALVE	HUNTER	PGV, REFER TO PLAN FOR SIZE
⊖	STATION NUMBER		
⊖	VALVE SIZE		
⊖	GPM (APPROX.)		





Restaurant Support Office
6800 Bishop Road, Plano, TX 75024
Tel: 972-769-3100 Fax: 972-769-3101

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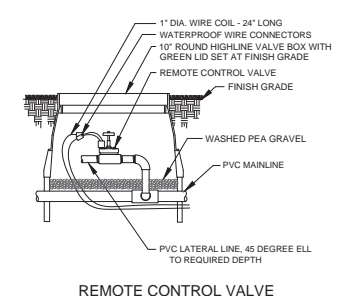
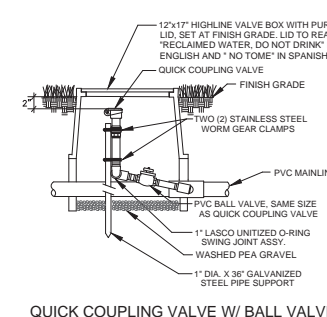
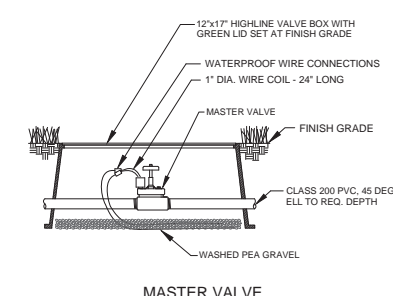
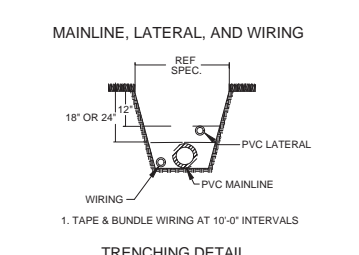
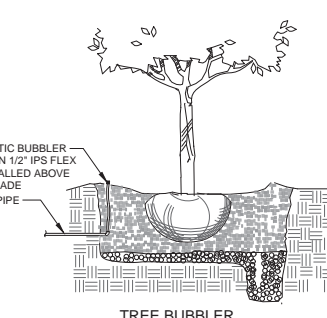
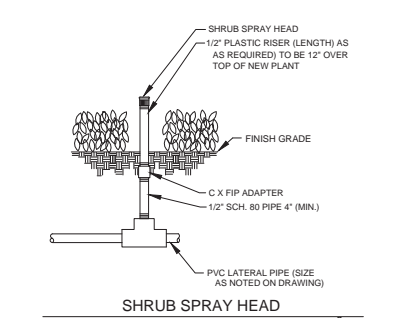
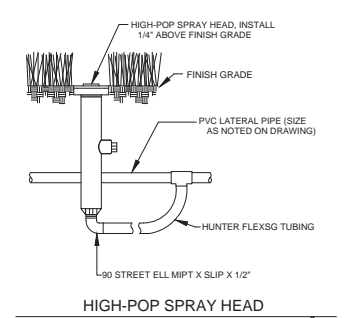
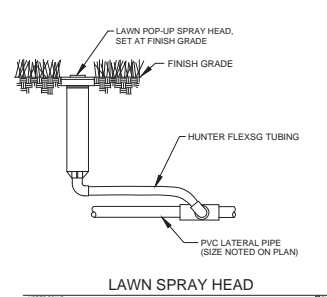
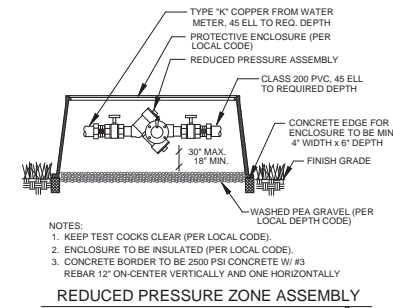
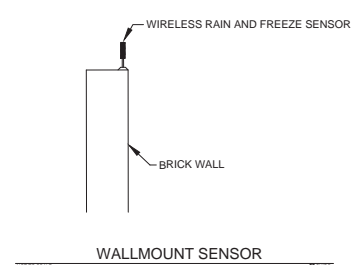
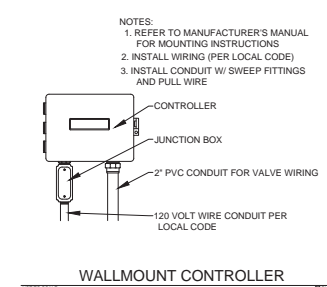
IRRIGATION SPECIFICATIONS AND DETAILS

PERMIT DATE: 08/01/2023

JOB NO. 22297

L3.02

SHEET NO.



PVC PIPE SIZE CHART

FLOW/GPM:	PIPE SIZE:
0 - 4.0	1/2"
4.1 - 9.5	3/4"
9.6 - 14.5	1"
14.6 - 27.0	1-1/4"
27.1 - 35.0	1-1/2"
35.1 - 55.0	2"

NOTES:

- 24 VOLT LEAD AND COMMON VALVE WIRING SHALL BE A MINIMUM OF UF-14 GA. SINGLE CONDUCTOR. WIRE SPLICES SHALL BE 3M-DBY PERMANENT AND WATERPROOF PER THE SPECIFICATIONS.
- COORDINATE INSTALLATION OF IRRIGATION SYSTEM WITH LANDSCAPE CONTRACTOR TO ENSURE ALL PLANT MATERIAL WILL BE WATERED IN ACCORDANCE WITH THE INTENT OF THE PLANS AND SPECIFICATIONS.
- PIPING AND VALVES IN PAVING SHOWN FOR CLARITY, INSTALL IN ADJACENT PLANTING BED OR LAWN AREA.
- LATERAL PIPING SHALL HAVE A MINIMUM OF 12" OF COVER. MAINLINE AND PIPING UNDER PAVING SHALL HAVE A MINIMUM OF 18" OF COVER. ALL FITTINGS TO BE SCHEDULE 40 PVC. SIZE ALL LATERAL PIPING PER MANUFACTURER'S RECOMMENDATIONS OF NOT EXCEEDING 5 FPS. REFERENCE PIPE SIZE CHART. USE SOLVENT WELD PVC GLUE AND PURPLE PRIMER FOR PVC CONNECTIONS SPECS.
- CONNECT LAWN SPRAY, TREE BUBBLER, AND DRIP INDICATOR HEADS TO LATERAL PIPING WITH HUNTER 1/2" SJ SWING JOINT.
- INSTALL QUICK COUPLING VALVES IN TEN (10") INCH PLASTIC VALVE BOX. CONNECT QUICK COUPLING VALVES TO MAINLINE PIPE WITH HUNTER HSJ SWING JOINT. SUPPLY OWNER WITH ONE (1) COUPLER KEY WITH SWIVEL HOSE BIBB EACH. VALVES TO BE INSTALLED SO THAT TOP OF QUICK COUPLER IS 2" BELOW BOTTOM OF VALVE BOX TOP.
- PERFORM ELECTRICAL WORK IN ACCORDANCE WITH LOCAL BUILDING CODE. POWER (120V) SHALL BE LOCATED IN A JUNCTION BOX AND HARDWIRED WITHIN FIVE (5) FEET OF CONTROLLER LOCATION BY GENERAL CONTRACTOR.
- INSTALL REMOTE CONTROL VALVES AND WIRE SPLICES IN TEN (10") INCH ROUND HIGHLINE VALVE BOXES.
- INSTALL SLEEVES UNDER ALL HARDSCAPE SURFACES SUCH AS ROADS, DRIVES, WALKS, ETC. WHETHER SHOWN OR NOT. SLEEVES SHALL BE CLASS 200 PVC, SIZED AS NOTED ON PLANS AND INSTALLED BY IRRIGATION CONTRACTOR.
- ADJUST NOZZLES FOR SITUATIONS THAT REQUIRE LESS THAN 90 DEGREE RADIUS SPRAY. THIS MAY REQUIRE ADJUSTABLE NOZZLES. NO OVERSPRAY ALLOWED ON ANY HARDSCAPE SURFACES.
- DESIGN PRESSURE IS 63.0 PSI. STATIC PRESSURE IS 70 PSI. TEN DAYS PRIOR TO START OF CONSTRUCTION, VERIFY STATIC PRESSURE. IF STATIC PRESSURE IS LESS THAN STATED DO NOT START WORK UNTIL NOTIFIED TO PROCEED.
- MINIMUM DISTANCE BETWEEN MAIN LINE AND LATERAL LINE FITTINGS (EXCEPT FOR REDUCER BUSHINGS) TO BE EIGHTEEN (18") INCHES AND MINIMUM HORIZONTAL DISTANCE OF TWENTY-FOUR (24") INCHES BETWEEN ANY VALVES THAT ARE INSTALLED SIDE BY SIDE.
- WHERE POSSIBLE LOCATE ALL MAINLINES, VALVES, OR CONTROL WIRES SHALL BE LOCATED AND INSTALLED OUTSIDE RIGHT-OF-WAY.
- PROVIDE ALL LABOR AND MATERIAL NECESSARY TO HAND DIG WITHIN ALL EXISTING TREE ROOT ZONES. CONTRACTOR MUST STAKE DITCHES AND RECEIVE APPROVAL FROM LANDSCAPE ARCHITECT PRIOR TO ANY TRENCHING OR DIGGING.
- ALL STATE OF ILLINOIS LAWS/RULES AND ALL LOCAL CODES/ORDINANCES ARE MADE PART OF THESE PLANS AND SPECIFICATIONS WHETHER SHOWN OR NOT. THESE LAWS AND ORDINANCES WILL SUPERCEDE THE PLANS, DETAILS, AND/OR SPECIFICATIONS FOR THIS PROJECT. CONTRACTOR IS CAUTIONED THAT THEY ARE TO INCLUDE ANY AND ALL COST NECESSARY TO MEET OR EXCEED THE LAWS OF THE STATE OF ILLINOIS OR LOCAL DES PLAINES CODES CONCERNING LANDSCAPE IRRIGATION.



**2741, 2761 & 2781 Mannheim Road
Des Plaines, IL 60018**

Multi-Tenant Ground Sign



1130 N. Garfield
Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120 WWW.OLYSIGNS.COM

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job#: 23-9440

● 07-26-23



Site Plan -



2741, 2761 & 2781 Mannheim Road
Des Plaines, IL 60018

drawn by
PAMELA F

- job#: 23-9440
- 02-17-23
- rev.# 07-26-23

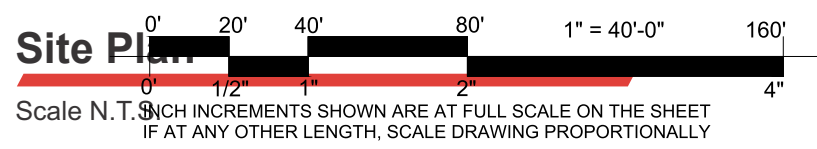
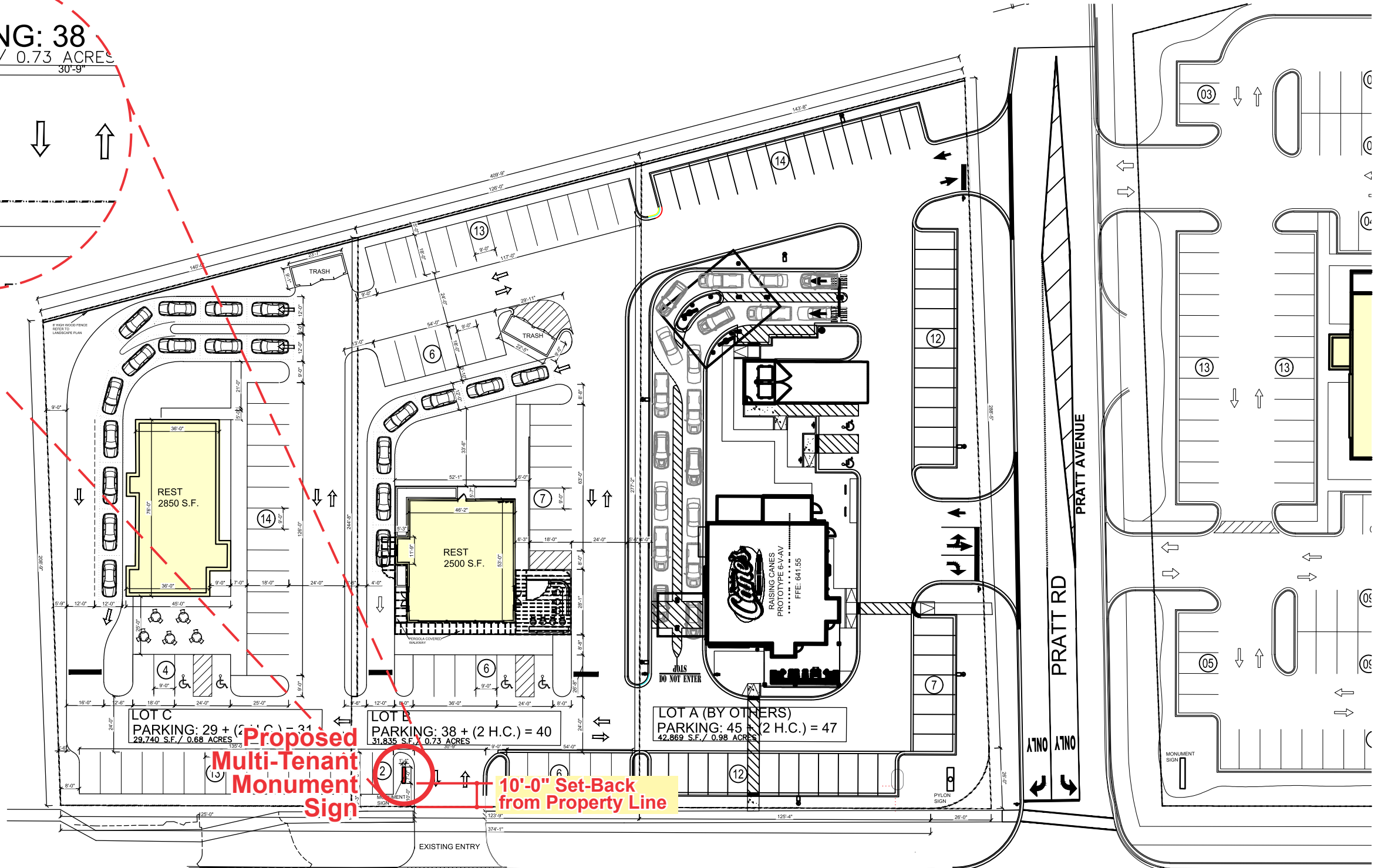
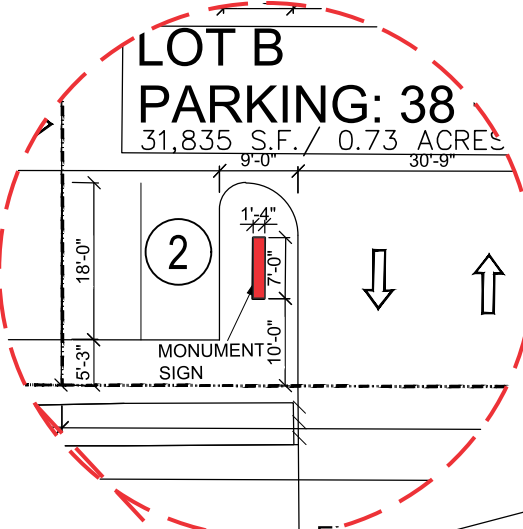
Comments:



1130 N. Garfield
Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120 WWW.OLYSIGNS.COM

SITE PLAN

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SITE PLAN
Updated
04.07.23



1130 N. Garfield
Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120 WWW.OLYSIGNS.COM

account representative / client
ROBBY WHITEHEAD

2741, 2761 & 2781 Mannheim Road
Des Plaines, IL 60018

drawn by
PAMELA F

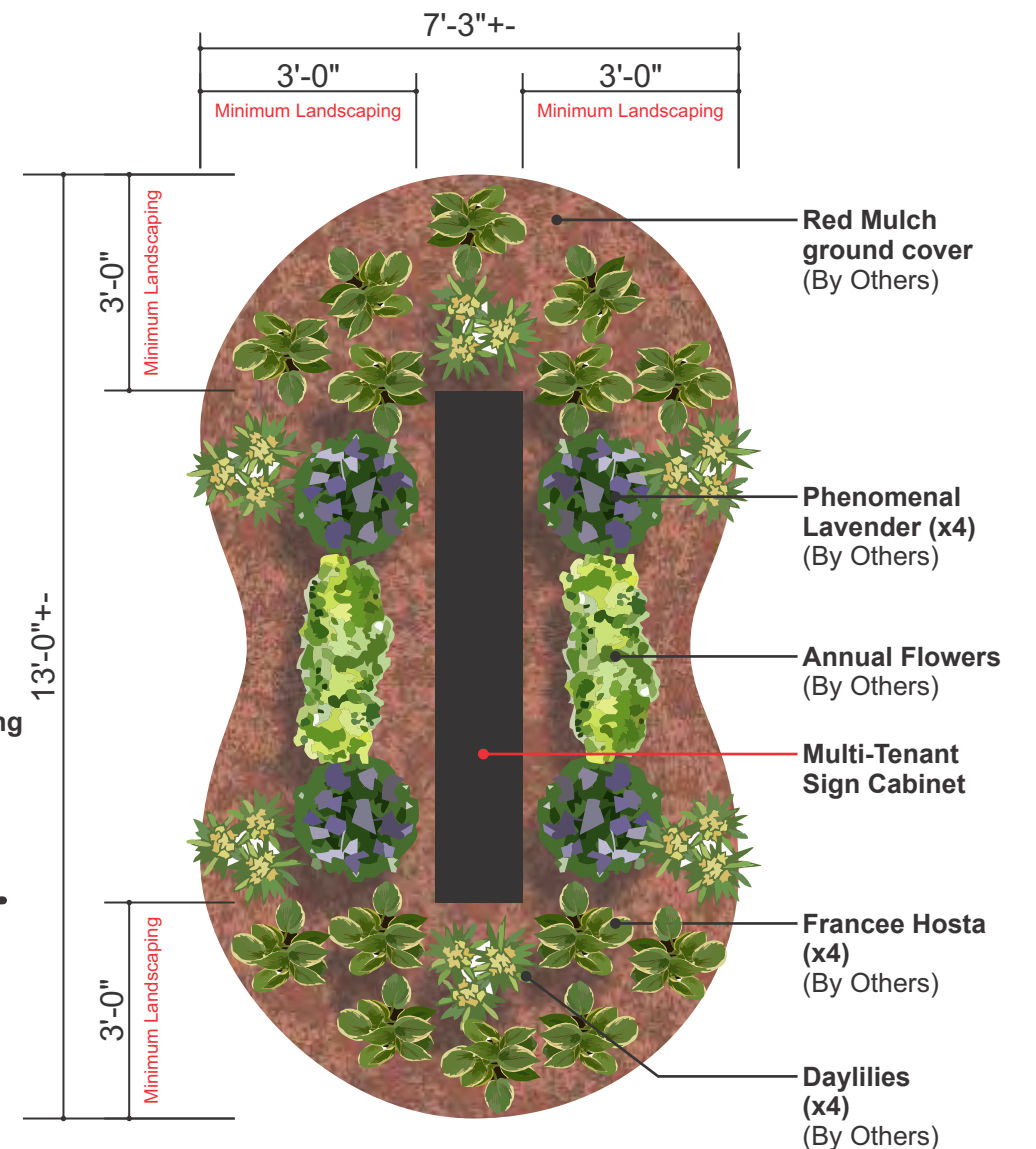
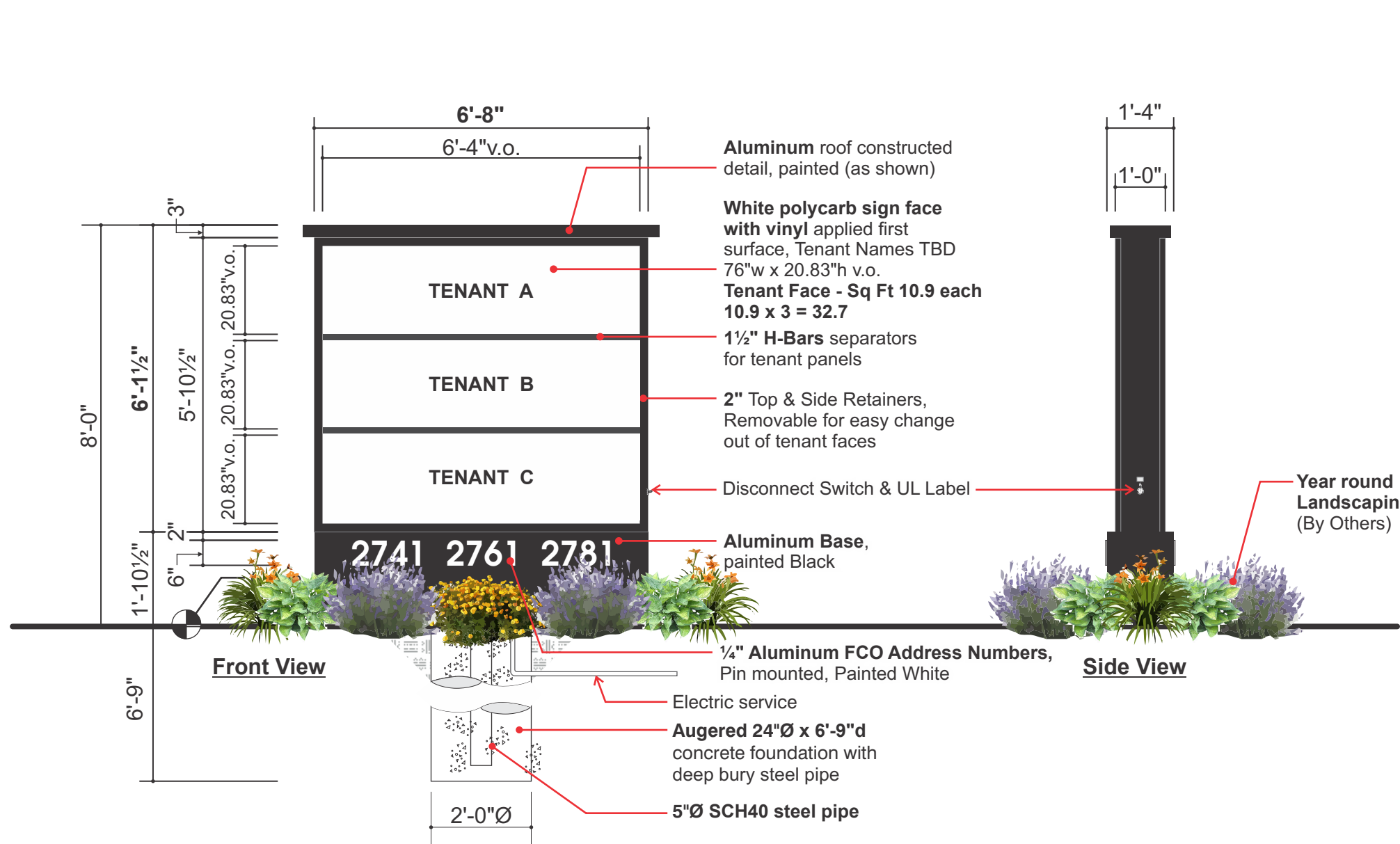
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page 2 of 3



D/F Illuminated Multi-Tenant Monument -

Scale 3/8" = 1'-0"

Qty: (1) Required

Square Footage: 51.54

Aluminum constructed sign frame with white polycarb sign faces. Removable retainers for easy change out of tenant faces. Sign to illuminated using White LED Modules. Sign to have aluminum base to match new development. Electrical service to be brought top sign sites (By Others). **Drawing for concept purposes only.**

Landscaping Plan -

Scale N.T.S.

Minimum of 3'-0" wide landscaping required around proposed monument sign. **Drawing for concept purposes only.**



2741, 2761 & 2781 Mannheim Road
Des Plaines, IL 60018

drawn by
PAMELA F

• job#: 23-9440
• 02-17-23
• rev.# 07-26-23



1130 N. Garfield
Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120 WWW.OLYSIGNS.COM

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Comments:

SIGN LAYOUT

Sign F

Illuminated LOGO
plex face/LED internal illumination
UL Listed

5in projection



radius =41.5 in
Pi (radius squared)
41.5inX41.5in X 3.14 (Pi)
5,407.86 in / 144 = 37.7 sqft

Sign C

Illuminated LOGO
plex face/LED internal illumination
UL Listed

5in projection



11.6 sqft

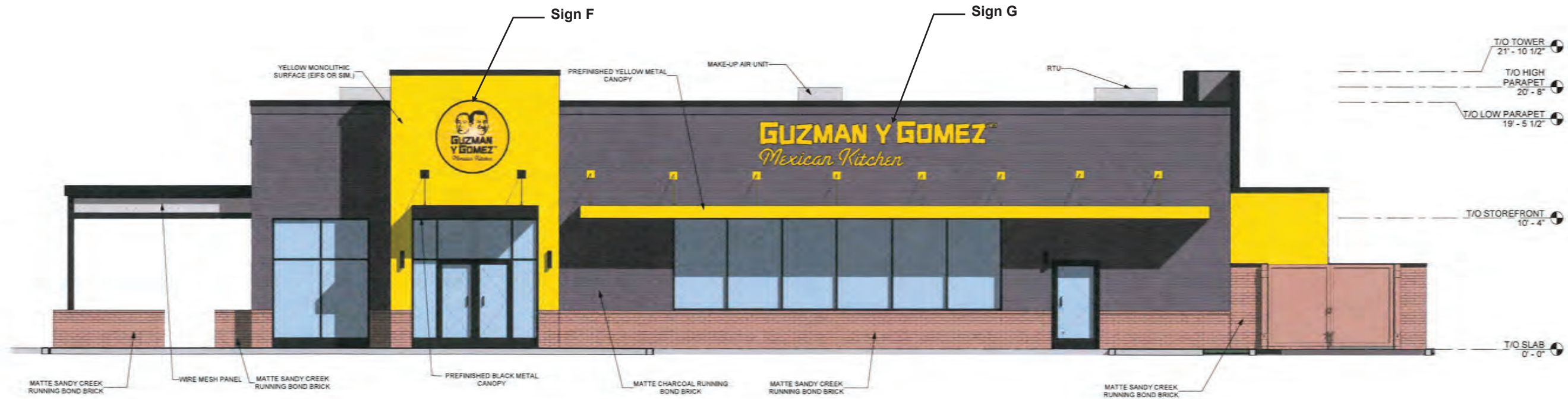
Sign E

Illuminated LOGO
plex face/LED internal illumination
UL Listed

5in projection



6.3 sqft



UL Listed channel Letters



GYG DES PLAINES, IL 60018
08.15.23



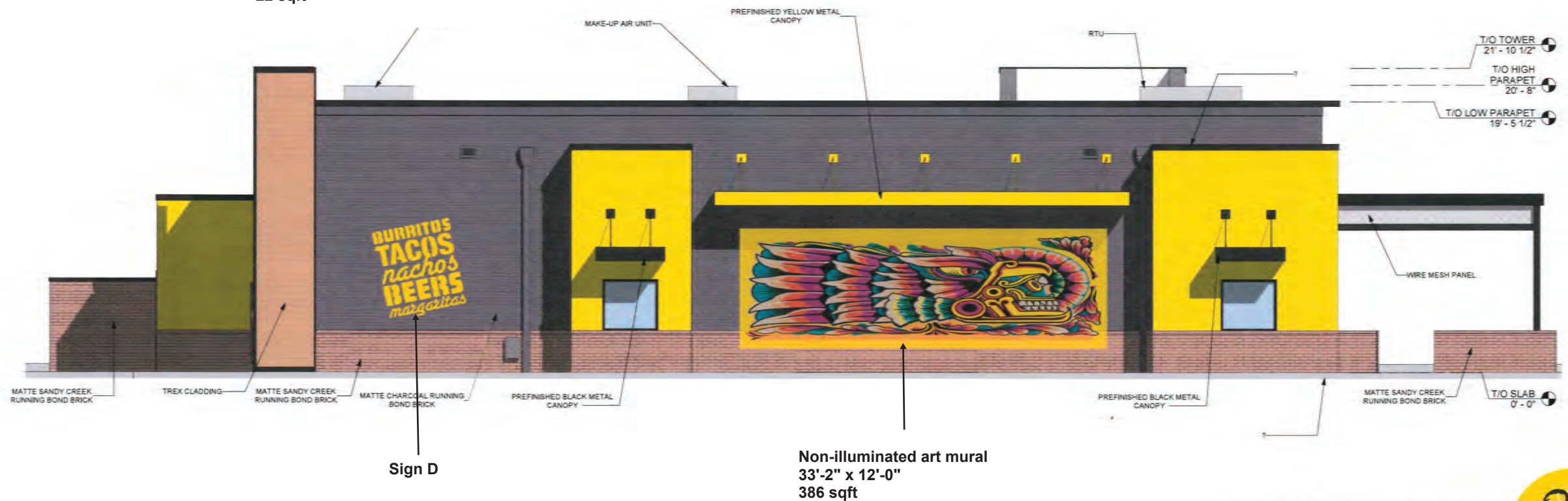
UL Listed channel Letters



Sign D Non-illuminated art mural



Sign A Non-illuminated art mural
 4'-3" x 5'-0"
 22 sqft



GYG DES PLAINES, IL 60018
 08.15.23

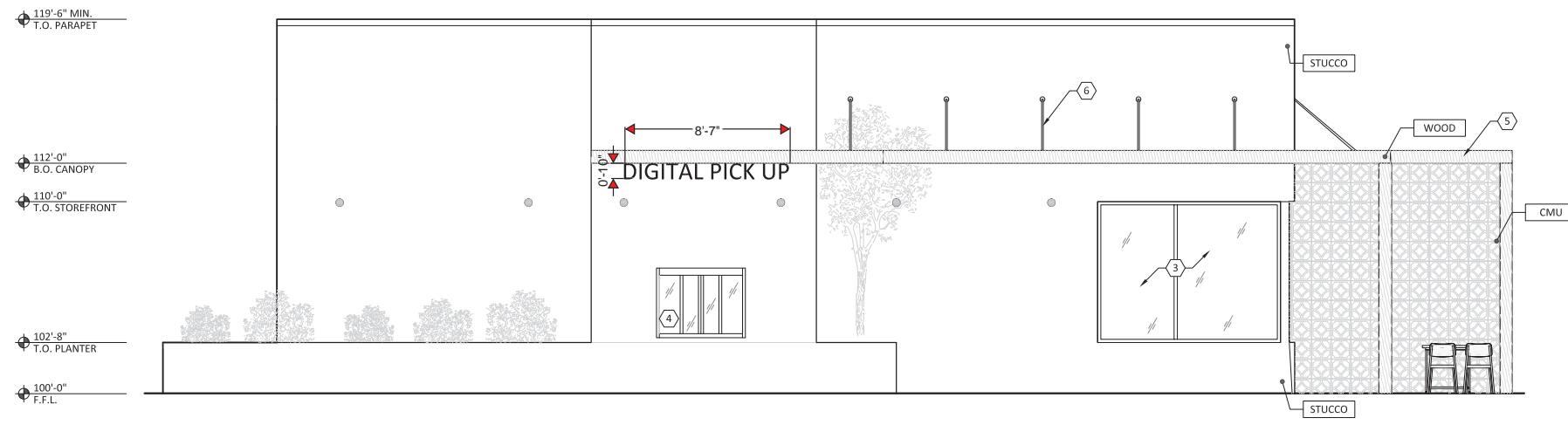




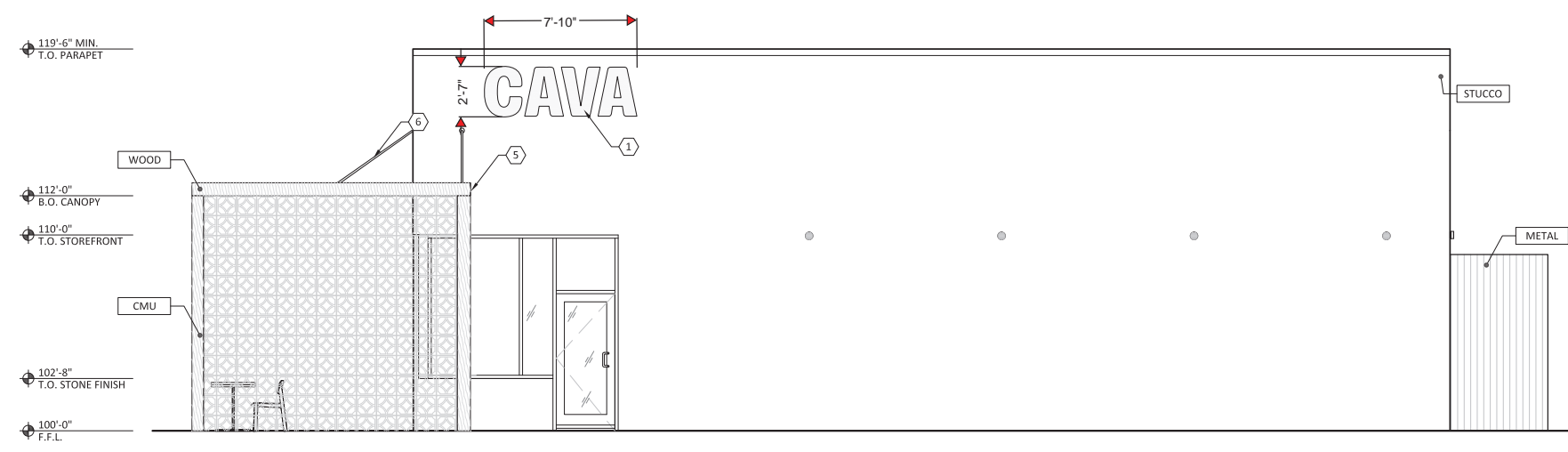
- EXT. ELEVATION CODED NOTES** (#)
1. REFERENCE SIGN SHOP DRAWINGS FOR LOCATION AND SIZE OF NEW SIGN. SIGNAGE UNDER SEPARATE PERMIT, GC TO PROVIDE BLOCKING AS NEEDED AND PULL POWER.
 2. NEW DOOR VINYL BY SIGN VENDOR.
 3. STOREFRONT SYSTEM.
 4. PICK UP BY CAR WINDOW.
 5. CANOPY.
 6. CREAM PAINTED TIE BACKS TO MATCH STUCCO FINISH.

EXT. FINISH MATERIAL LEGEND

	STUCCO	PAINT/COLOR MATCH TO SW 7106- HONIED WHITE
	WOOD	
	METAL	
	CMU	



1
A210 SIDE ELEVATION
1/4" = 1'-0"



2
A210 SIDE ELEVATION
1/4" = 1'-0"

ferris+sloane

100 N. Howard Street, Suite 4503 Spokane, WA 99201

CAVA

CAVA #010408 - DES PLAINES, IL
2777 Manheim Rd, Building B
Des Plaines, IL 60018
FOR CAVA
702 H STREET, 2ND FLOOR, WASHINGTON, DC 20001

AOR PROJECT NUMBER:
CAV0018

ISSUE	DATE
TEST FIT	FEB 15 2023
ZONING	APRIL 3 2023

EXTERIOR ELEVATIONS

SHEET:

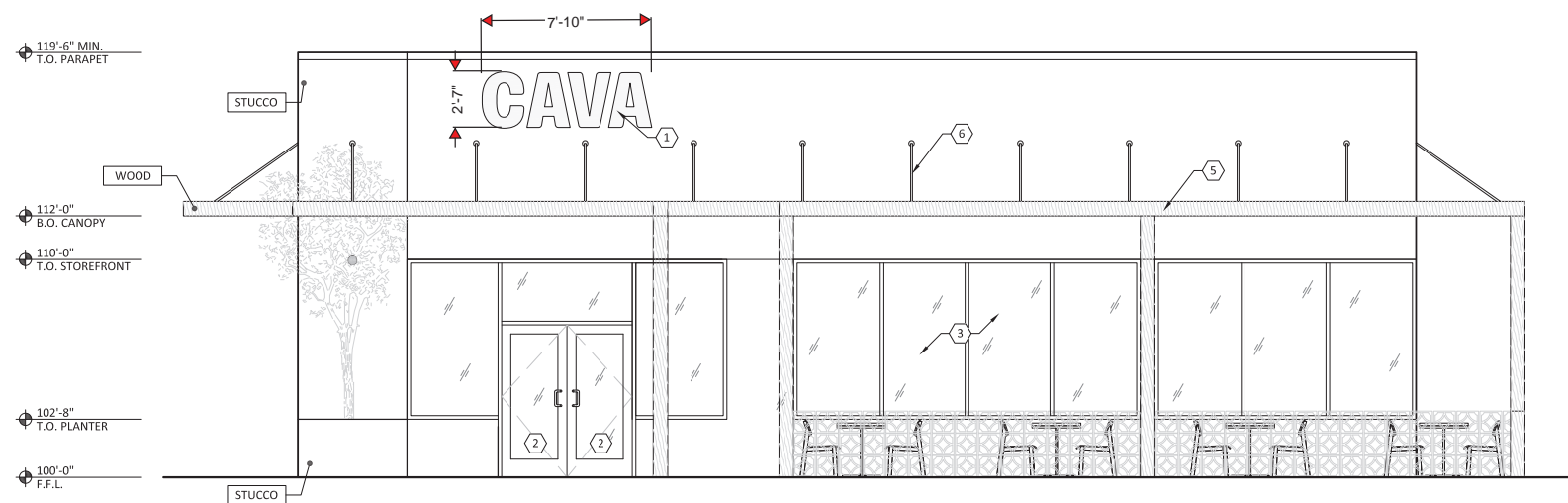
A210

3/28/2023 10:39 PM

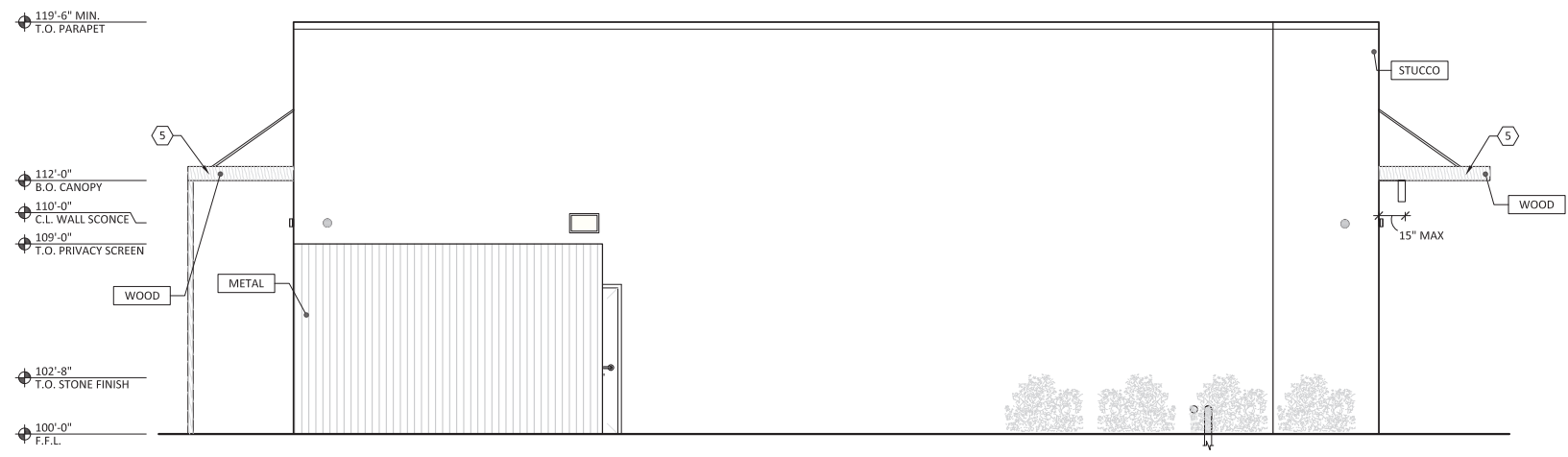
- EXT. ELEVATION CODED NOTES** (#)
1. REFERENCE SIGN SHOP DRAWINGS FOR LOCATION AND SIZE OF NEW SIGN. SIGNAGE UNDER SEPARATE PERMIT, GC TO PROVIDE BLOCKING AS NEEDED AND PULL POWER.
 2. NEW DOOR VINYL BY SIGN VENDOR.
 3. STOREFRONT SYSTEM.
 4. PICK UP BY CAR WINDOW.
 5. CANOPY.
 6. CREAM PAINTED TIE BACKS TO MATCH STUCCO FINISH.

EXT. FINISH MATERIAL LEGEND

	STUCCO	PAINT/COLOR MATCH TO SW 7106- HONIED WHITE
	WOOD	
	METAL	
	CMU	



1 FRONT ELEVATION
A211 1/4" = 1'-0"



2 BACK ELEVATION
A211 1/4" = 1'-0"

ferris+sloane

100 N. Howard Street, Suite 4503 Spokane, WA 99201

CAVA

CAVA #010408 - DES PLAINES, IL
2777 Manheim Rd, Building B
Des Plaines, IL 60018
FOR CAVA
702 H STREET, 2ND FLOOR, WASHINGTON, DC 20001

AOR PROJECT NUMBER: CAV0018

ISSUE	DATE
TEST FIT	FEB 15 2023
ZONING	APRIL 3 2023

EXTERIOR ELEVATIONS

SHEET:
A211

3/28/2023 10:39 PM



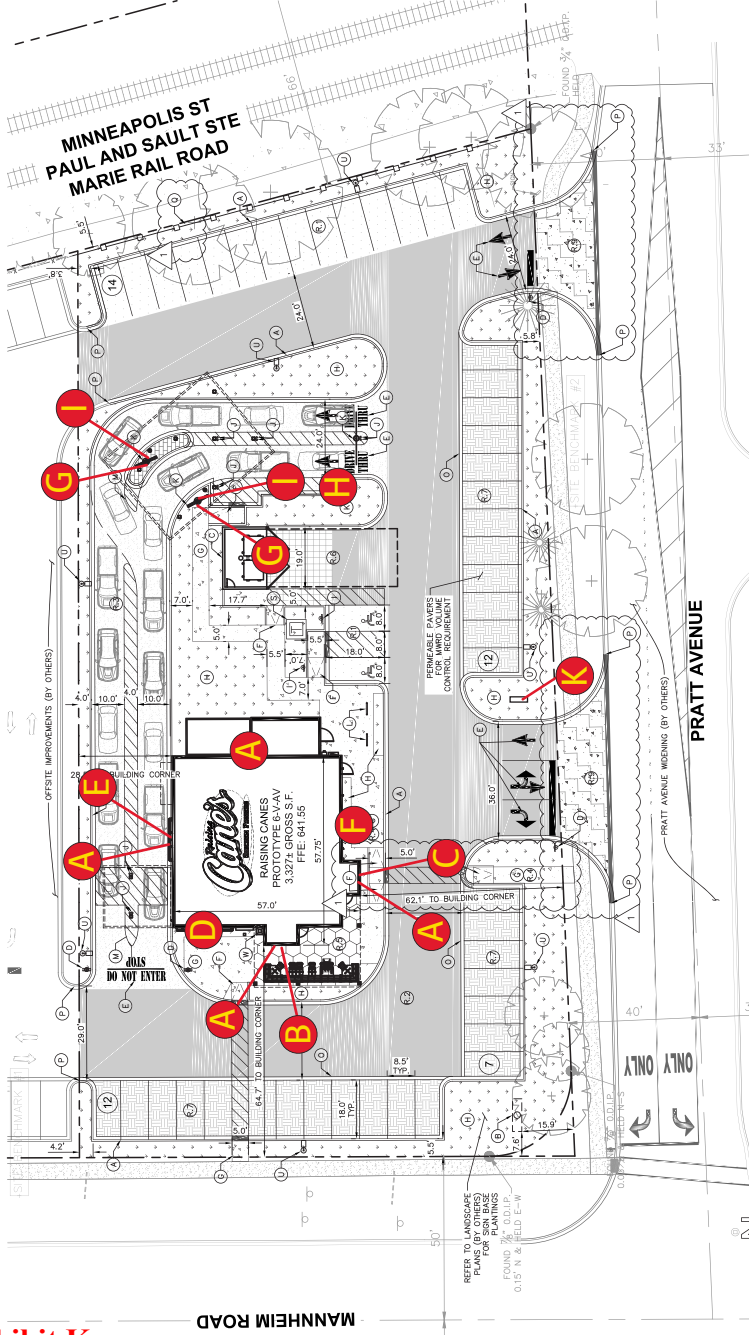
2777 Mannheim & Pratt/RC1009
 Des Plaines, IL 60018
 06/29/2023

DRAWING REVISIONS	
DATE	CHANGE
6/19/23	Updated siteplan, elevations, PM, & signage
6/29/23	Added DT arrow

SITEMAP

J NOT SHOWN BELOW

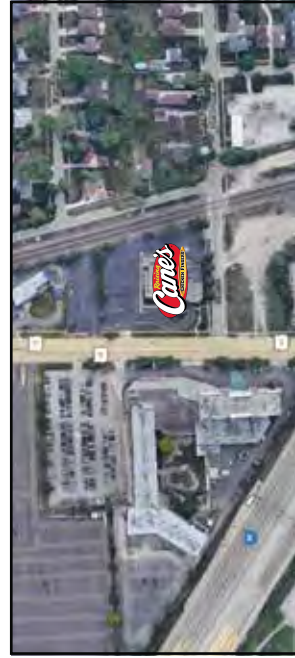
Exhibit K



QTY.	CODE	DESCRIPTION
4	WS-8FT	4x8 Wall Sign
1	ONS	Open Sign
1	CFNS	Chicken Fingers Neon Sign
1	OLH	One Love Heart
1	PAMRL	Painted Arrow Mural
1	RD-1	Red Dog
2	DTMB	DT Menuboard
1	DTPS	Pre Sell Board
2	DTSP	Speaker Post
1	MTM	Multi-Tenant Monument
1	DIR	Directional

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

No dev or LL restrictions as of 10/15/2022
 Freestanding signs allowed 2 NTE 110 SF per sign; or 200 SF for 2 signs. NTE OAH of 20'. setback 5'; from all PL and sidewalks
 Wall signs allowed 2 per bldg elevation when facing a street; limited to 10% of total window area. Signs on side walls when facing residential must be non illuminated allowed at 3 SF / LF of building fronting a public street or 1 SF / LF of non street frontage elevation. NTE total of 125 SF
 Window signs 2 per sign window; NTE 50% of total window area
 Painting directly on wall prohibited; artwork not in code subject to review
 Cove lighting not regulated per code
 Drive thru allowed 1 menuboard per order point NTE 42 SF @ 6' OAH



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Date: 10/07/2022

Location: Des Plaines, IL

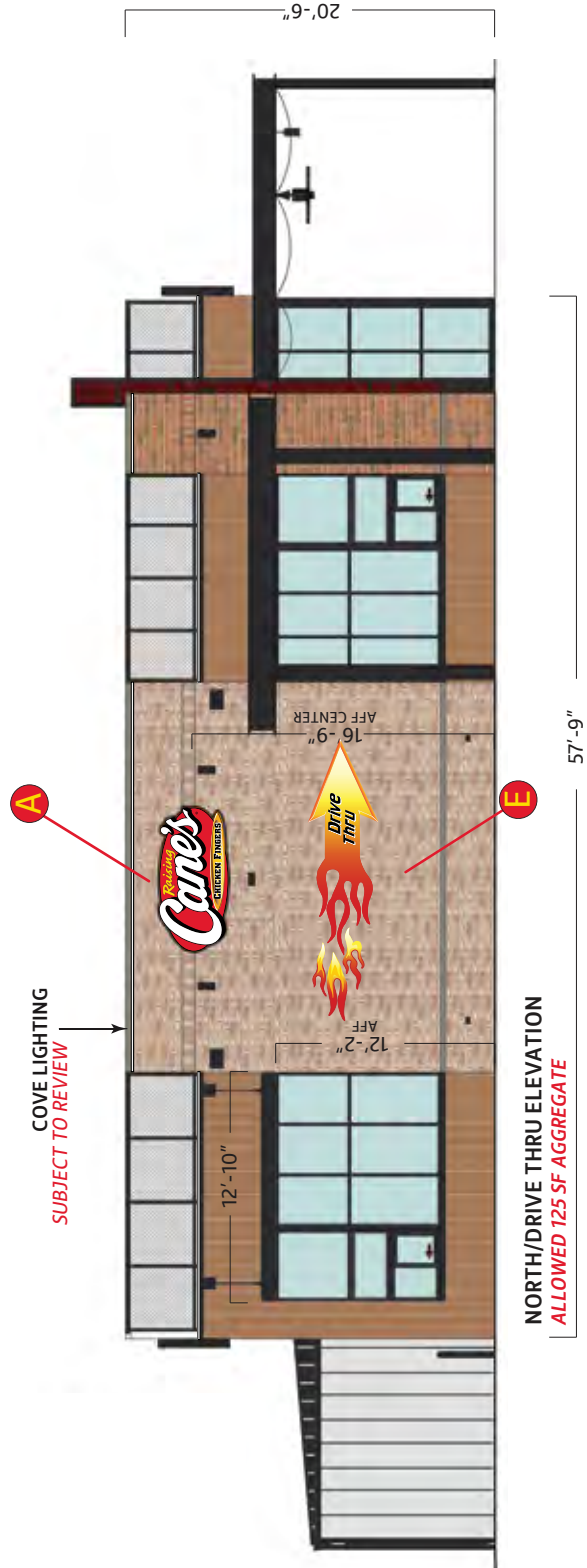
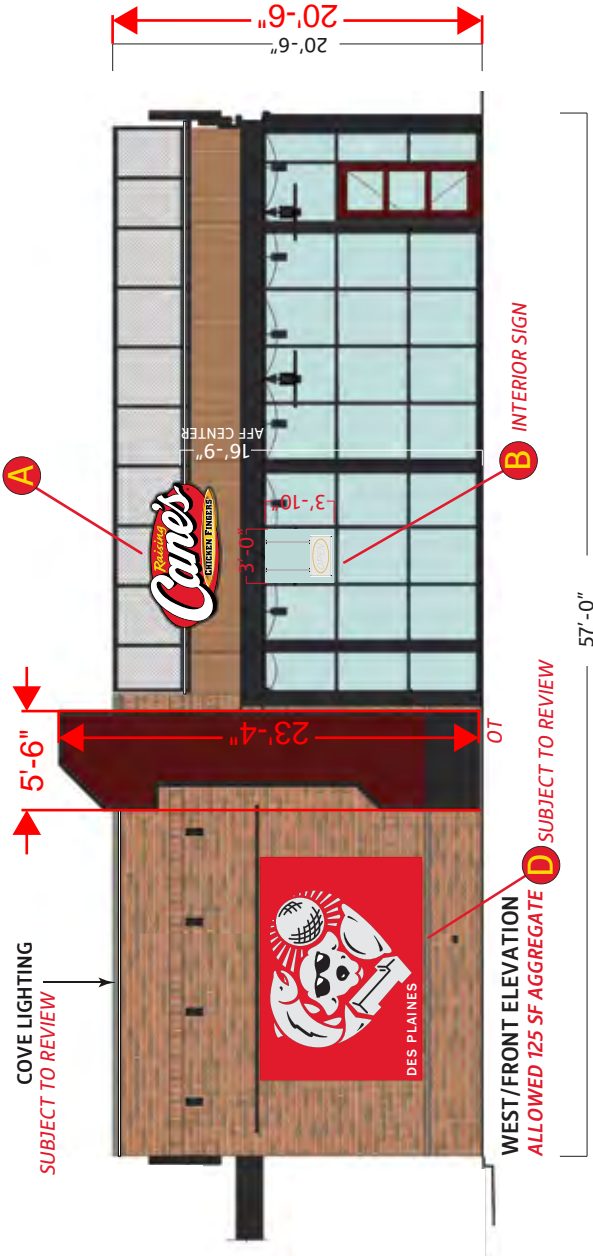
Site ID: RC1009

AGI PM: Scott Rogers



ELEVATIONS

QTY.	CODE	DESCRIPTION
4	WS-8FT	4x8 Wall Sign
1	ONS	Open Sign
1	CFNS	Chicken Fingers Neon Sign
1	OLH	One Love Heart
1	PAMRL	Painted Arrow Mural
1	RD-1	Red Dog
2	DTMB	DT Menuboard
1	DTPS	Pre Sell Board
2	DTSP	Speaker Post
1	MTM	Multi-Tenant Monument
1	DIR	Directional



Scale: 3/32" = 1'



Location: Des Plaines, IL

Site ID: RC1009

Date: 10/07/2022

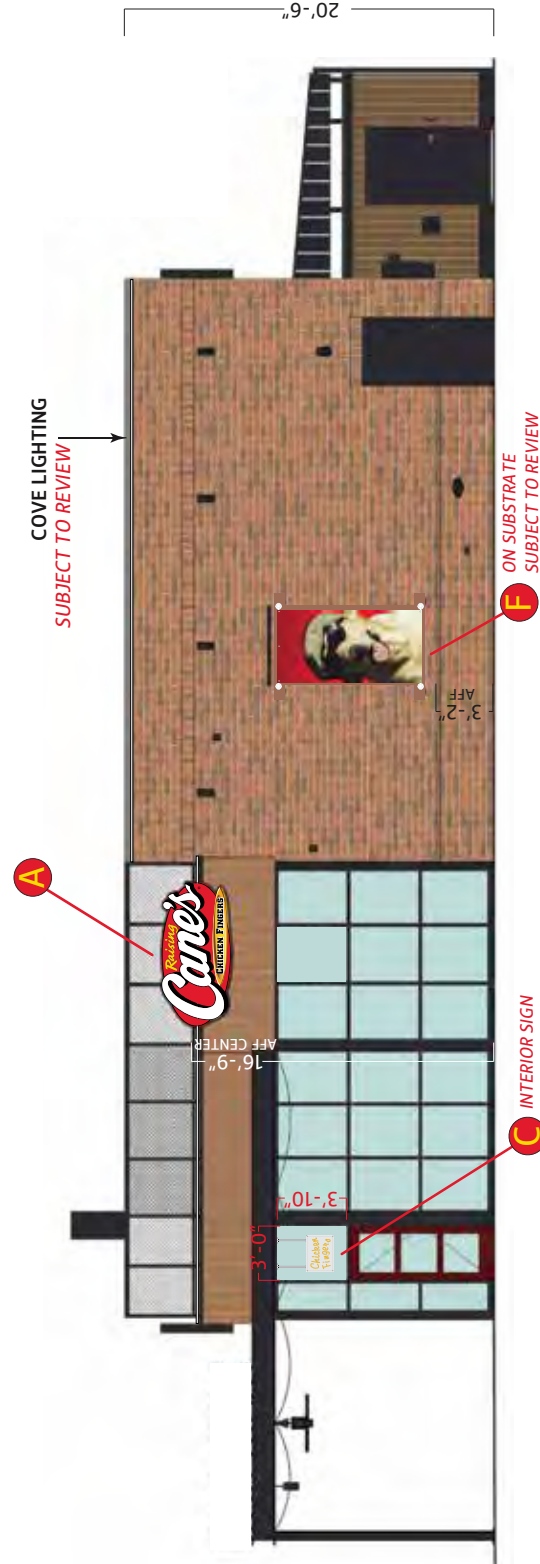
AGI PM: Scott Rogers

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ELEVATIONS

QTY.	CODE	DESCRIPTION
A 4	WS-8FT	4x8 Wall Sign
B 1	ONS	Open Sign
C 1	CFNS	Chicken Fingers Neon Sign
D 1	OLH	One Love Heart
E 1	PAMRL	Painted Arrow Mural
F 1	RD-1	Red Dog
G 2	DTMB	DT Menuboard
H 1	DTPS	Pre Sell Board
I 2	DTSP	Speaker Post
J 1	MTM	Multi-Tenant Monument
K 1	DIR	Directional



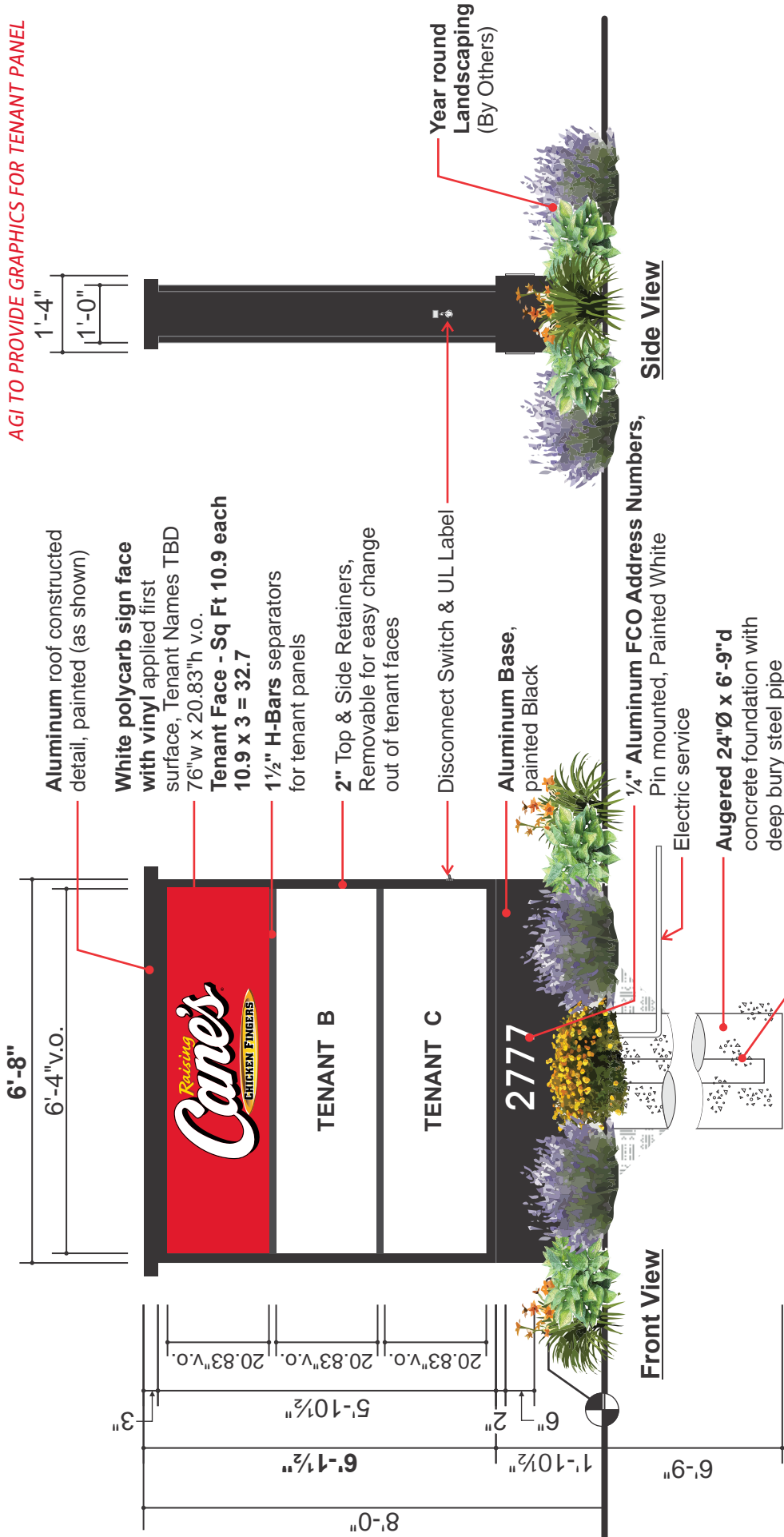
Scale: 3/32" = 1'

Location: Des Plaines, IL	Date: 10/07/2022
Site ID: RC1009	AGI PM: Scott Rogers

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CUTSHEET
Multi-Tenant Monument
DEVELOPER TO PERMIT, MANUFACTURE, & INSTALL
AGI TO PROVIDE GRAPHICS FOR TENANT PANEL



D/F Illuminated Multi-Tenant Monument -

Scale 3/8" = 1'-0"
 Qty: (1) Required
 Square Footage: 51.54

Aluminum constructed sign frame with white polycarb sign faces. Removable retainers for easy change out of tenant faces. Sign to illuminated using White LED Modules. Sign to have aluminum base to match new development. Electrical service to be brought top sign sites (By Others). **Drawing for concept purposes only.**



Location: Des Plaines, IL	Date: 10/07/2022
Site ID: RC1009	AGI PM: Scott Rogers

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CUTSHEET
WS-8FT

2 PER ELEVATION WHEN FACING A STREET
LIMITED TO 1 SIGN PER ELEVATION FOR NON STREET FACING ELEVATIONS
WHEN FACING RESIDENTIAL MUST BE NON ILLUMINATED ALLOWED AT 3
COPY & DROP SHADOW ARE AS

FOLLOWS: 'RAISING' IS FIRST SURFACE
APPLIED TRANSLUCENT VINYL 3M
#3630-015 'YELLOW', DROP SHADOW
IS FIRST SURFACE APPLIED TRANSLUCENT
VINYL 3M #3630-53 'CARDINAL RED'

BORDER IS PAINTED 'BLACK'
BACKGROUND IS SURFACE APPLIED
TRANSLUCENT VINYL 3M #3630-73 'RED'
.150" THERMO FORMED CLEAR
POLYCARBONATE FACE
REGISTER MARK IS PAINTED 'BLACK'
DOUBLE EMBOSSED LETTERS ARE
PAINTED SECOND SURFACE 'WHITE'
EMBOSS AROUND LETTERS IS
PAINTED SECOND SURFACE 'BLACK'
EMBOSSED SURFBOARD IS AS FOLLOWS:
-SIDES ARE PAINTED TO MATCH
PANTONE #109C 'YELLOW'
-GRAPHICS ARE SECOND SURFACE
APPLIED DIGITAL PRINT



FRONT ELEVATION

24.14

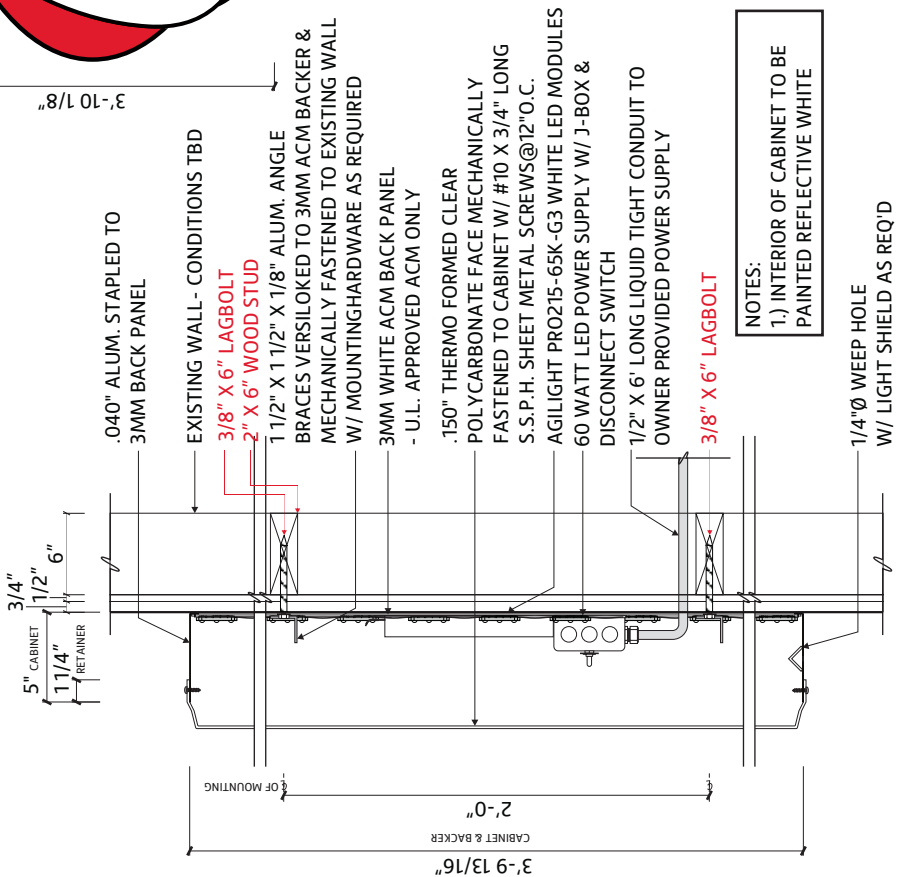
Square Footage

COLOR CHART

	3M #3630-15 'YELLOW'
	3M #3630-73 'RED'
	3M #3630-53 'CARDINAL RED'

ELECTRICAL DATA

VOLTAGE	120
AMPERAGE	1.8



NOTES:
1.) INTERIOR OF CABINET TO BE
PAINTED REFLECTIVE WHITE



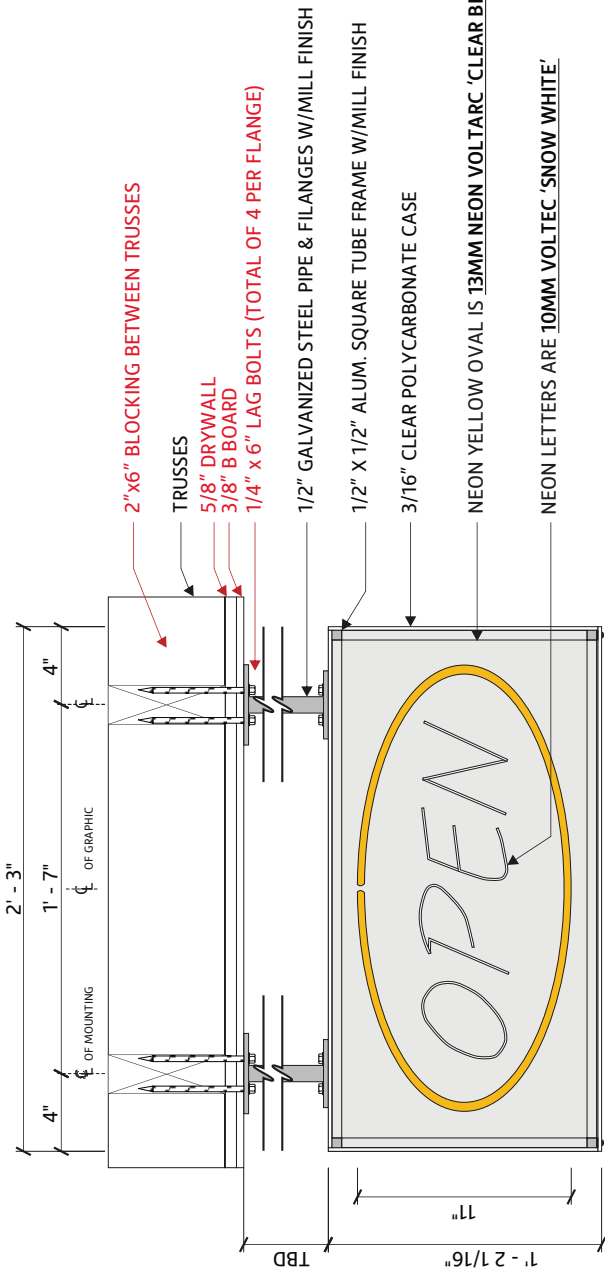
Location: Des Plaines, IL
Date: 10/07/2022
Site ID: RC1009
AGI PM: Scott Rogers

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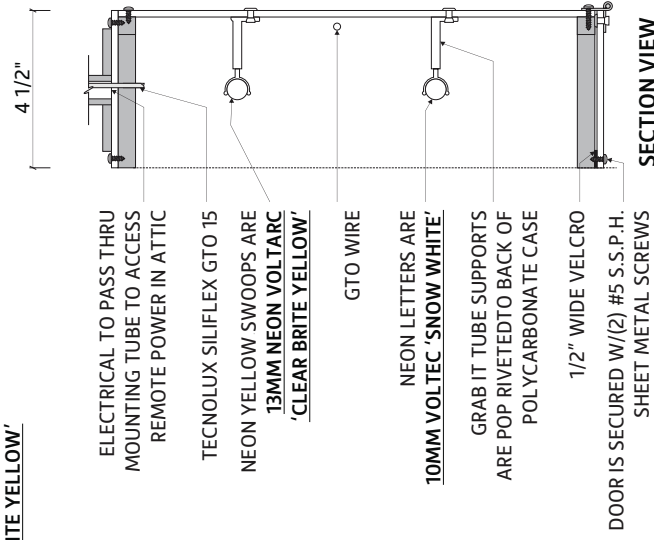
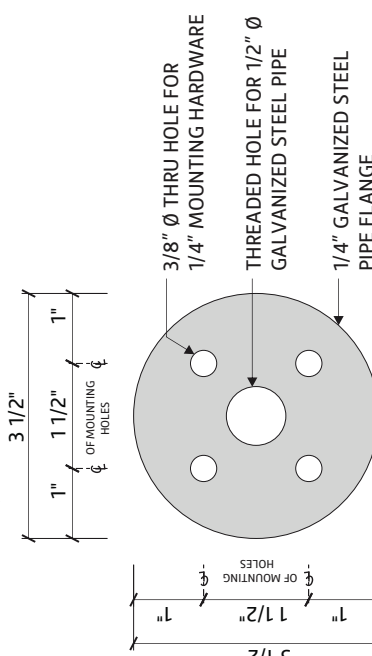
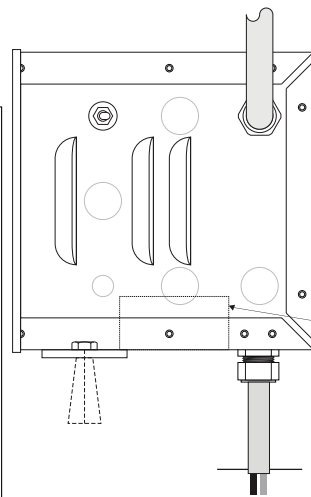
**CUTSHEET
ONS (H)**

**INTERIOR SIGN
PIPE LENGTH TO BE VERIFIED
2 PER SIGN WINDOW
NTE 50% OF TOTAL WINDOW AREA**



Scale: 1 1/4" = 1'

- NOTES:**
- 1.) TRANSFORMER IS MOUNTED REMOTELY
 - 2.) CONNECT 14 GA GROUND WIRE TO EACH MOUNTING FLANGE & TO GROUND LUG PROVIDED BY TRANSFORMER
 - CONNECT TRANSFORMER GROUND TO SERVICE GROUND AT PANEL BOX



ELECTRICAL DATA	
VOLTAGE	120
AMPERAGE	2.1



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Date: 10/07/2022
AGI PM: Scott Rogers

Location: Des Plaines, IL
Site ID: RC1009

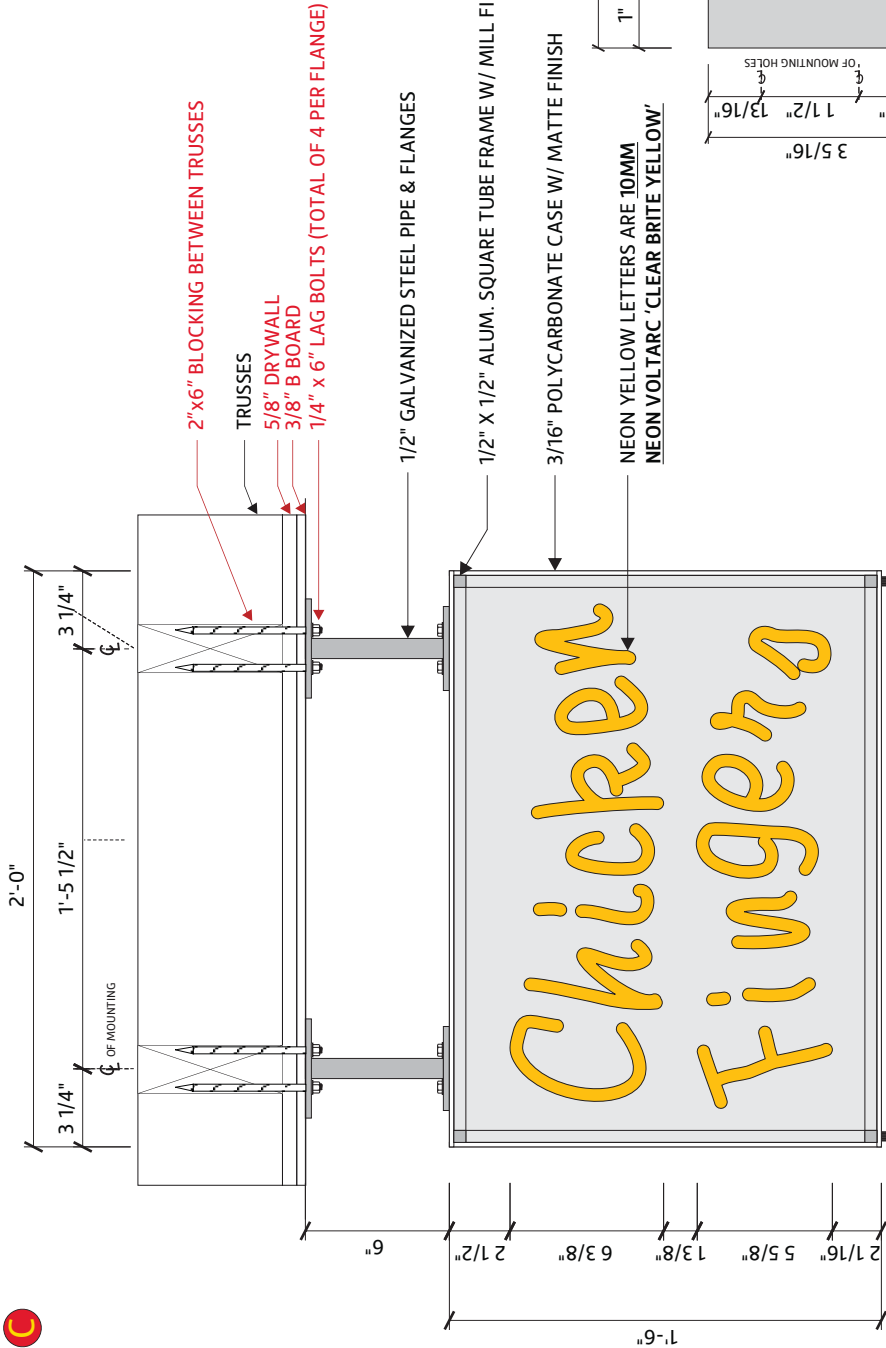




CUTSHEET

"Original" Chicken Fingers Neon Sign

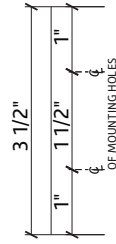
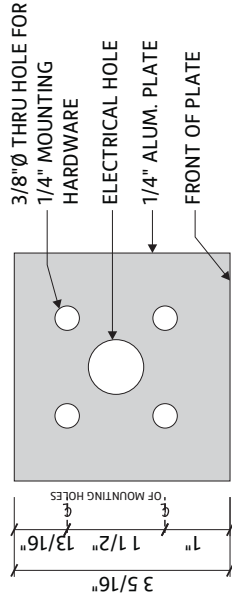
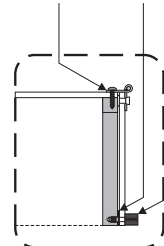
INTERIOR SIGN
PIPE LENGTH TO BE VERIFIED
2 PER SIGN WINDOW
NTE 50% OF TOTAL WINDOW AREA



FRONT ELEVATION

Scale: 1 1/2" = 1'

- 1 1/2" CONTINUOUS PIANO HINGE IS POP RIVETED TO POLYCARBONATE BOTTOM & MECHANICALLY FASTENED TO POLYCARBONATE BACKER & ALUM. TUBE FRAME W/ #6 S.S.P.H. SHEET METAL SCREWS
- (1) STRIP OF 1/2" WIDE CLEAR 3M DUAL LOCK POLYCARBONATE DOOR @ TUBE FRAME @ CENTER ONLY
- 3/16" POLYCARBONATE CASE W/ MATTE FINISH IS OPEN @ FRONT W/ #10-32 X 5/8" LONG 18-8 S.S. KNURLED HEAD CAPTIVE PANEL SCREW W/ SLOTTED DRIVE MCMASTER CARR #91035A508W/ 18-8 S.S. RETAINER FOR 10-32 THREAD MCMASTER CARR #91065A720



ELECTRICAL DATA	
VOLTAGE	120
AMPERAGE	2.1

EXTERIOR PLATE DETAIL

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Location: Des Plaines, IL
Date: 10/07/2022

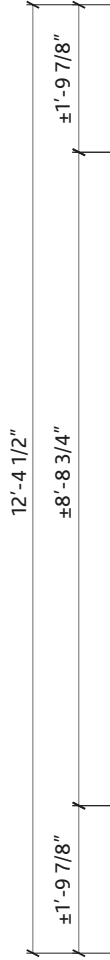
Site ID: RC1009
AGI PM: Scott Rogers



D

CUTSHEET

One Love Heart (XL)
ARTWORK NOT IN CODE
SUBJECT TO REVIEW



WALL IS PAINTED 'RED'
(CLIENT TO SPECIFY COLOR)

DETAIL IS SURFACE APPLIED OPAQUE
VINYL 'BLACK' (CLIENT TO SPECIFY COLOR)

MAP BRUSHED ALUM.

1/8" PRECISION
ROUTED ALUM.

EXISTING WALL

#8 HX HD SHEET METAL
SCREWS - S.S. X 1/2"

1/2" X 1/2" X 1/16" ALUM.
ANGL TACK WELD TO BACK
OF ALUM FACE

3/16" Ø SCREW TO WALL



Location: Des Plaines, IL

Site ID: RC1009

Date: 10/07/2022

AGI PM: Scott Rogers

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62.42
Square Footage



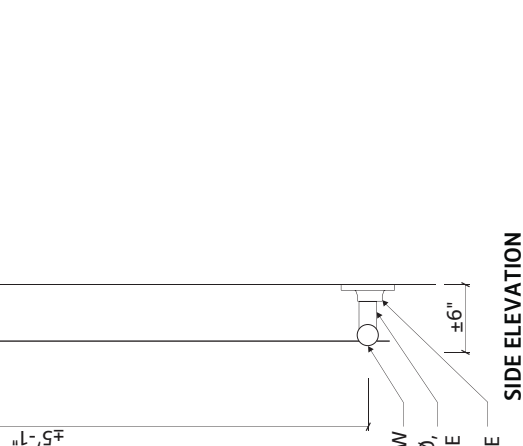
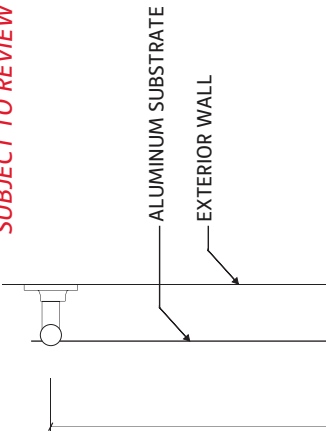
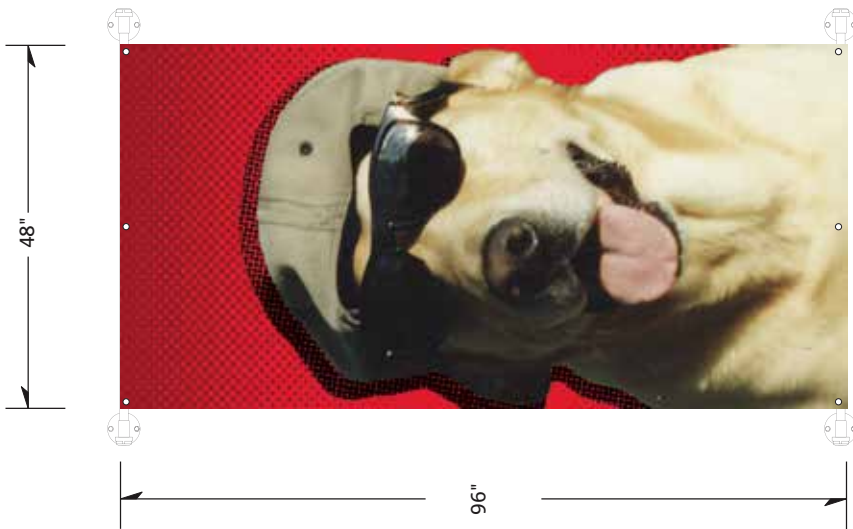
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Date: 10/07/2022
AGI PM: Scott Rogers

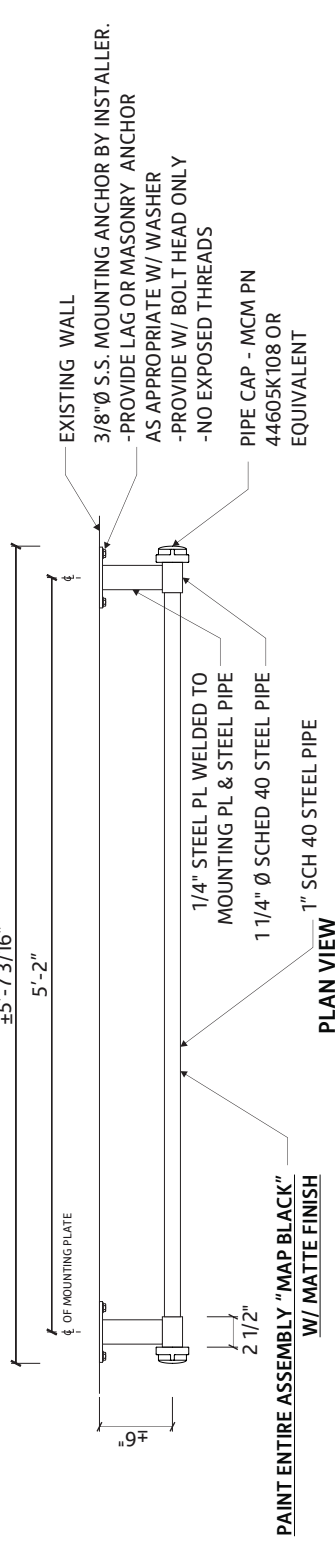
Location: Des Plaines, IL
Site ID: RC1009



CUTSHEET
Red Dog on Substrate
ARTWORK NOT IN CODE
SUBJECT TO REVIEW



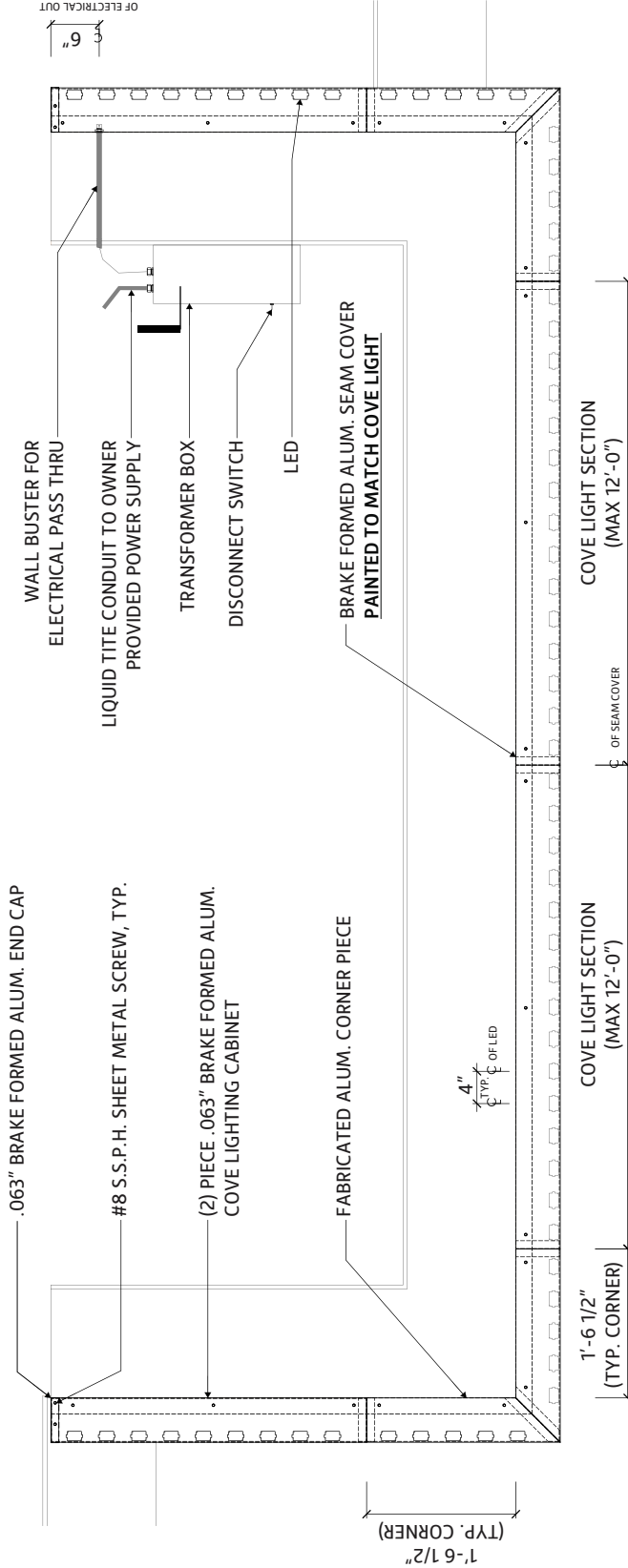
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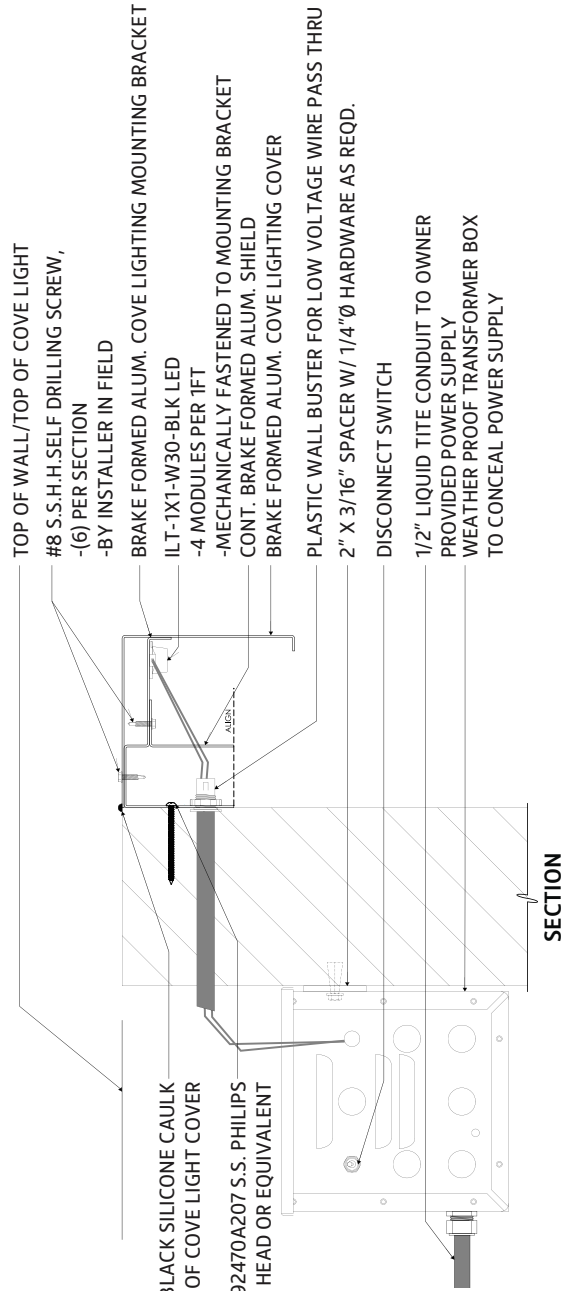
Location: Des Plaines, IL
 Site ID: RC1009
 AGI PM: Scott Rogers

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CUTSHEET
 Cove Lighting ILT
NOT IN CODE
SUBJECT TO REVIEW



STRUCTURAL PLAN VIEW



SECTION

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Date: 10/07/2022
AGI PM: Scott Rogers

Location: Des Plaines, IL
Site ID: RC1009

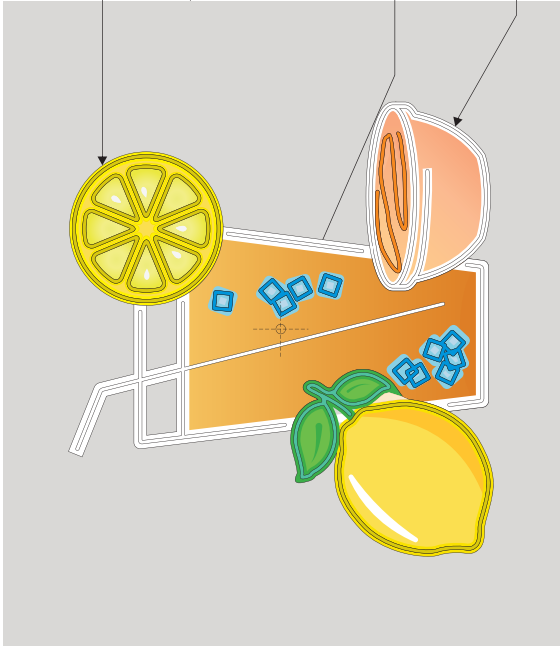


CUTSHEET

Lemonade Sign (P6)

INTERIOR SIGN

±3'-5 1/8"

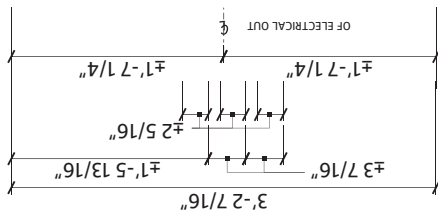


FABRICATED ALUM. CHANNEL CABINET
 PAINTED MAP 'GLOSS WHITE'
 ON FACE & RETURNS W/ ALUM. FACE
 TO HAVE SURFACE APPLIED
 DIGITAL PRINT W/ GLOSS OVERLAMINATE

EXISTING CERAMIC TILE WALL

ELECTRICAL
 OUT LOCATION

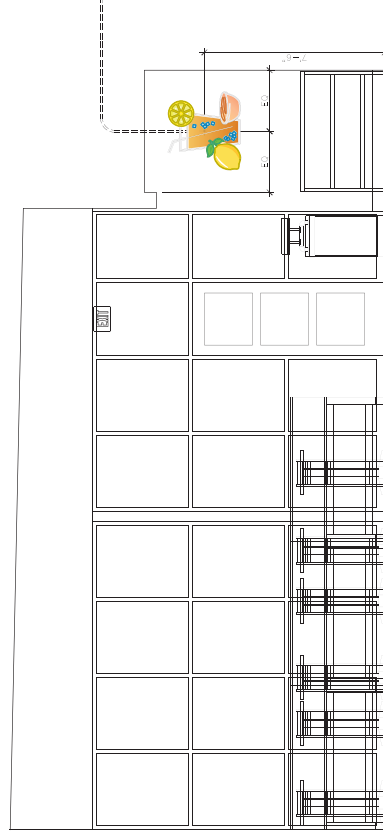
GRAPHICS ARE
 TRANSLUCENT
 WHITE MOLDED
 SILICONE
 BACKED W/
 #7328 WHITE
 POLY & VINYL



OF ELECTRICAL OUT

±1'-8 9/16"

FRONT ELEVATION



INTERIOR ELEVATION PLACEMENT

Scale: 1/8" = 1'

- .063" ALUM. RETURN
RC-WS-MDND-38-01
- WELDED TO FACE PANEL
- .063" ALUM. BREAK FORMED ANGLE, 1/2" X 1/2", 3/4" LONG
RC-WS-LMND-38-01
- POP RIVETED TO BACKER PANEL & FABRICATED FACES
FASTENED TO USING S.S.C.S. SHEET METAL SCREWS
STAINLESS HEX NUT
- AGI HEX NUT-316 STAINLESS
- 1/4" Ø SHOT WELDED STUDS
- RC-WS-LMND-38-01
- .063" BREAK FORMED BAFFLE
- RC-WS-LMND-38-01
- WELDED OR VERSILOKED TO BACKER PANEL
- MCM #4869A71 RUBBER TRIM
- RC-WS-LMND-38-01
- MOLDED SILICONE
- RC-WS-LMND-38-02
- .177" #7328 WHITE POLY
- RC-WS-LMND-38-03
- LS-UMIN-65K-L4-50B
- AGILIGHT ULTRA MINI WHITE
- LEDS PER LAYOUT
- .063" BREAK FORMED ALUM ANGLE, 1/2" X 1/2", 3/4" LONG
RC-WS-LMND-38-01
- WELDED TO RETURN FOR SUPPORT

SECTION



Location: Des Plaines, IL

Site ID: RC1009

Date: 10/07/2022

AGI PM: Scott Rogers

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CUTSHEET
 Drive Thru Menu Board
 1 MENUBOARD PER ORDER POINT
 NTE 42 SF @ 6' OAH



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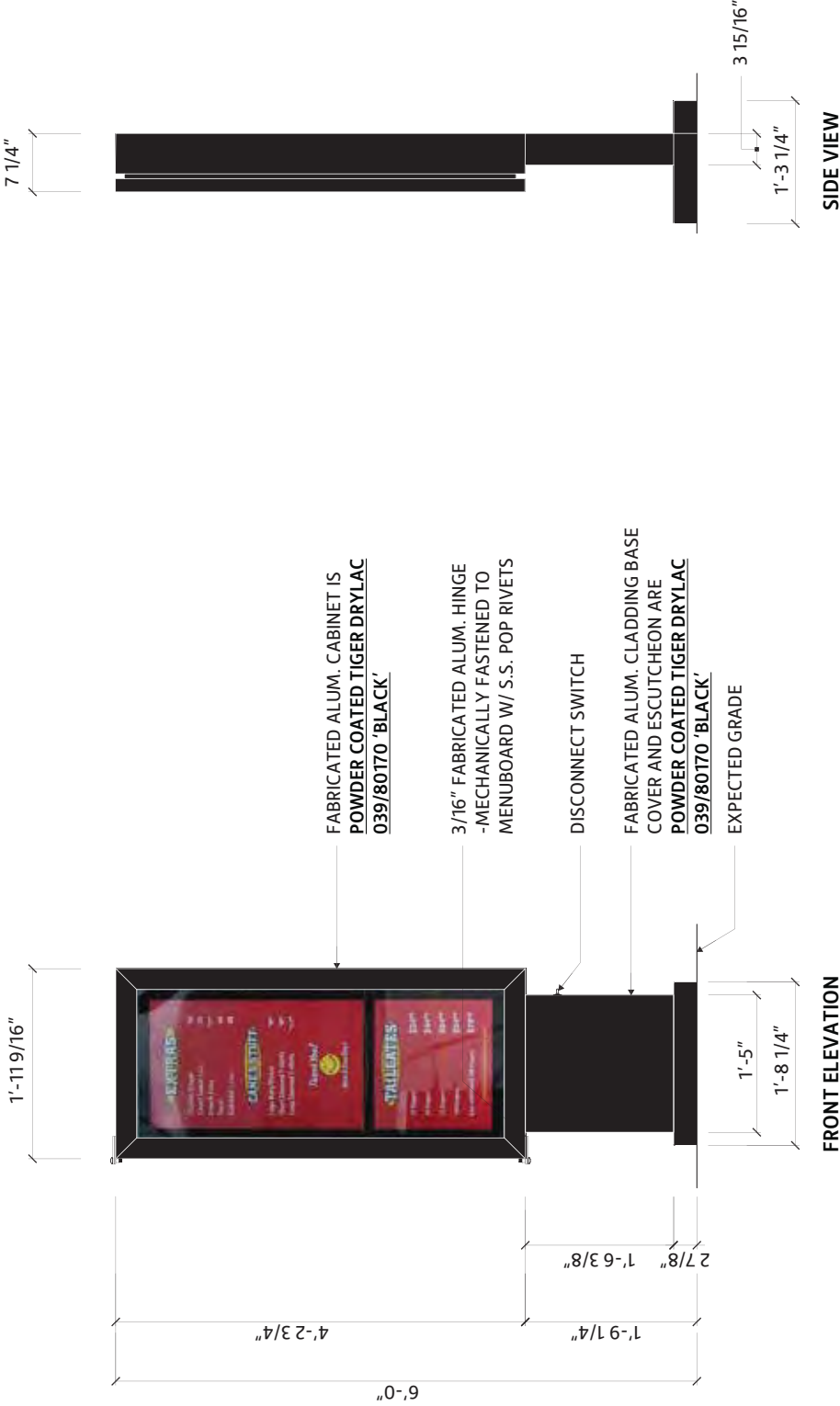
Date: 10/07/2022

Location: Des Plaines, IL

Site ID: RC1009

AGI PM: Scott Rogers





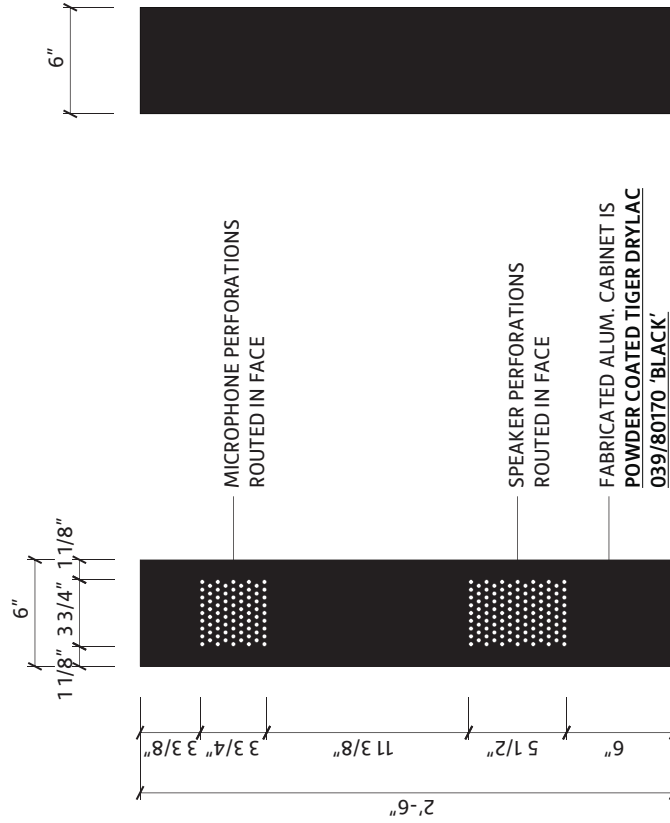
8.31
Square Footage



Location: Des Plaines, IL	Date: 10/07/2022
Site ID: RC1009	AGI PM: Scott Rogers

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CUTSHEET
Speaker Post



SIDE VIEW

FRONT ELEVATION



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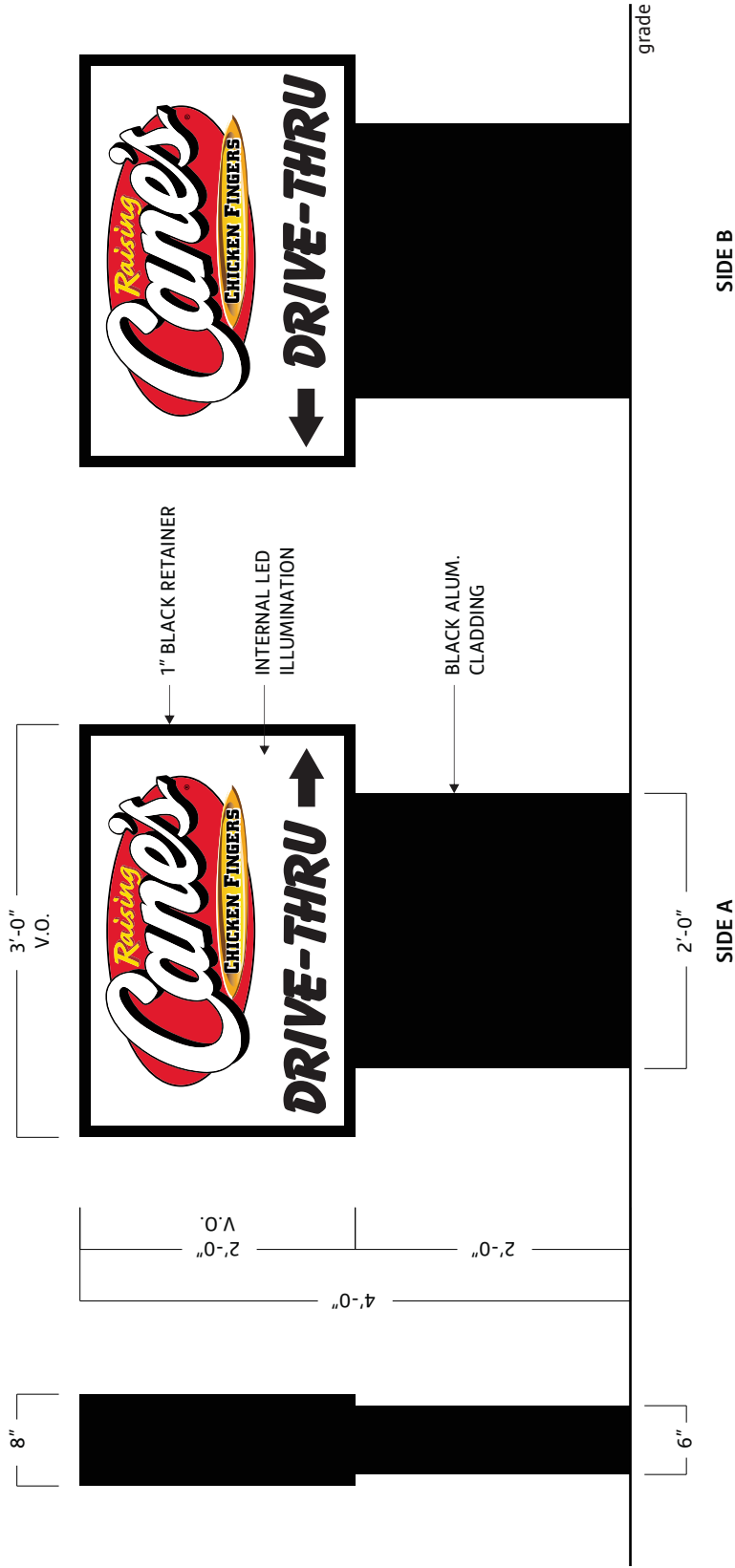
Date: 10/07/2022

AGI PM: Scott Rogers

Location: Des Plaines, IL

Site ID: RC1009





Scale: 3/4" = 1'



Location: Des Plaines, IL

Site ID: RC1009

Date: 10/07/2022

AGI PM: Scott Rogers

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EXHIBIT L

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Des Plaines, Illinois ("*City*");

WHEREAS, GW Properties Group, LLC ("*Petitioner*") is the owner of the property known as 2777 Mannheim Road, Des Plaines, Illinois ("*Subject Property*"); and

WHEREAS, Ordinance No. Z-25-23 adopted by the City Council of the City of Des Plaines on September ____, 2023 ("*Ordinance*"), granted approval of a final plat of subdivision for the Subject Property and a conditional use permit for a local alternative sign regulation plan for the Subject Property, subject to certain conditions; and

WHEREAS, Petitioner desire 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, Petitioner does hereby agree and covenant as follows:

1. Petitioner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-25-23, adopted by the City Council on _____, 2023.
2. Petitioner acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner against damage or injury of any kind and at any time.
3. Petitioner acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.
4. Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures

followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.

GW PROPERTY GROUP, LLC

By: _____

Print Name and Title: _____

ATTEST:

Print Name and Title: _____


**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

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

MEMORANDUM

Date: September 7, 2023

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community and Economic Development *JTC*
Jonathan Stytz, AICP, Senior Planner *JS*

Cc: Timothy Oakley, Director of Public Works and Engineering
Ryan Johnson, Assistant Director of Community and Economic Development

Subject: Consideration of Plat of Annexation for 180 N. East River Road (23-042-AX-TA-MAP-PPUD-TSUB) (*1st Ward if annexed*)

Issue: The petitioner is proposing the annexation of one parcel in unincorporated Cook County (Maine Township) to the City of Des Plaines. The petitioner owns the parcel, which is on the west side of N. East River Road and is contiguous to the city via the lot line with the incorporated property at 172 N. East River Road (Insignia Glen development). The parcel is proposed to be developed with a four-building, 16-unit townhouse (single-family attached) development, for which the necessary zoning and subdivision relief is being separately considered. A public hearing regarding annexation with public noticing as required by 65 ILCS 5/7-1-8 is being held at the September 18, 2023 City Council meeting, during which the Council will consider an annexation and development agreement.

Petitioner: MAS Land Investments 2, LLC (Representative: Todd Polcyn, 837 N. Maple Avenue, Palatine, IL 60067)

Owner: MAS Land Investments 2, LLC (Representative: Todd Polcyn, 837 N. Maple Avenue, Palatine, IL 60067)

Case Number: 23-042-AX-TA-MAP-TSUB-PUD

PIN: 09-09-402-007-0000

Ward: None, unincorporated Cook County (future ward once annexed: #1, Alderman Mark A. Lysakowski)

Analysis: The petitioner (property owner and proposed developer, Palatine-based 3C, led by Todd Polcyn) has requested the City enter into a binding annexation and development agreement pursuant to the provisions of Division 11-15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, governing the annexation and zoning of the subject property. The provisions of the agreement are summarized in the staff report for Resolution R-167-23, which is being separately considered.

The Plat of Annexation labels the subject property, including a portion of the North East River Road right of way, and illustrates its annexation into the City of Des Plaines boundaries. As part of this request, the petitioner will dedicate the portion of the property that includes the North East River Road right of way to Cook County, which has jurisdiction over the roadway. If the property is annexed and the proposed development is built and occupied, City services such as police and fire would be provided to the estimated 32-38¹ residents. Residents would be served by City of Des Plaines water and sanitary, and the homeowners' association/unified management is expected to obtain refuse service through the City's agreement with its refuse collection provider. If incorporated into the City, the Des Plaines Library would serve the new residents.

City Council Action: After its consideration of the Annexation and Development Agreement (Resolution R-167-23) and the Plat of Annexation, the Council may approve Ordinance A-1-23. If approved and once effective and recorded, the Council's action will annex the subject property to the City of Des Plaines, pursuant to state statute and the City Code. The annexation would become effective upon (i) the petitioner paying all annexation fees and (ii) the petitioner depositing with the City a performance security in an amount approved by the Department of Public Works and Engineering, to secure the extension of public infrastructure, such as a sanitary sewer and sidewalk, along the frontage of the property.

Attachments

Attachment 1: Petition for Annexation

Attachment 2: Location Map

Ordinance A-1-23

Exhibit A: Legal Description

Exhibit B: Plat of Annexation

¹ Estimate based on Section 13-4-4.A of the Subdivision Regulations

PETITION FOR ANNEXATION TO THE CITY OF DESPLAINES
PURSUANT TO 65 ILCS 5/7-1-8

TO: THE MAYOR AND CITY COUNCIL
City of DesPlaines
Cook County, Illinois

THE UNDERSIGNED (collectively, the "Petitioner"), hereby RESPECTFULLY STATES THE FOLLOWING UNDER OATH:

A. Petitioners are the sole owners of record title to that certain territory consisting of approximately .99808 acres (43,476 sq. ft.) which is legally described on **Exhibit A** attached hereto and made a part hereof ("Territory").

B. The Territory is not situated within the corporate limits of any municipality, and is contiguous to the corporate limits of the City of DesPlaines ("City").

C. No electors reside upon the Territory.

D. The Territory is the subject matter of a proposed annexation agreement ("Annexation Agreement") between the Petitioner and the City. The Annexation Agreement establishes the terms and conditions under which the Territory is to be developed and will be entered into pursuant to Section 5/11-15.1-8 *et seq.* of the Illinois Municipal Code, as amended (65 ILCS 5/11-15.1-8 *et seq.* This Petition is subject to the City and the Petitioner entering into a mutually agreeable annexation agreement.

THE PETITIONER HEREBY RESPECTFULLY REQUESTS THE FOLLOWING:

1. That, subject to the conditions stated in the following paragraph, the Territory be annexed to the City by an ordinance passed and approved by the Mayor and City Council of the City of DesPlaines pursuant to Section 7-1-8 of the Illinois Municipal Code, as amended (65 ILCS 5/7-1-8) and the Plat of Annexation attached as **Exhibit B** be recorded with the Recorder of Cook County.

2. That, as a condition precedent to the annexation of the Territory to the City, the Annexation Agreement, as it may hereafter be modified to the mutual satisfaction of the Petitioner and the Village, be approved by an ordinance passed and approved by the Mayor and City Council of the City of DesPlaines pursuant to Section 5/11- 15.1-8 *et seq.* of the Illinois Municipal Code, as amended (65 ILCS 5/11-15.1-8 *et seq.*) and that said Annexation Agreement be fully and properly executed by the City of DesPlaines.

3. That such further action be taken by the City as may be necessary or appropriate to effect, in accordance with law, the annexation of the Territory to the City and the execution and delivery of the Annexation Agreement.

4. To the best of the undersigned's information and belief, the statements contained herein are true and correct.

Dated this 15th day of August, 2023.

PETITIONER
MAS Land Investments 2 LLC

By: ITS MANAGING MEMBER

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on August 15, 2023, by Edward del Castillo, the Managing Member of MAS Land Investments 2 LLC, an Illinois limited liability company

Given under my hand and official seal this 15th day of August, 2023.


Notary Public

My Commission expires: 9/25/2025

SEAL



Exhibit A

LEGAL DESCRIPTION

THE SOUTH 104.8 FEET OF THE EAST 415.65 FEET OF THE NORTH 10 ACRES IN LOT 1 IN ASSESSOR'S DIVISION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



0 200 400
ft

Print Date: 8/3/2023

Notes

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

CITY OF DES PLAINES

ORDINANCE A - 1 - 23

AN ORDINANCE ANNEXING 180 N. EAST RIVER ROAD TO THE CITY OF DES PLAINES. (23-042-AX-TA-MAP-PUD-TSUB).

WHEREAS, MAS Land Investments 2, LLC ("**Developer**") is the owner of that parcel of real property commonly known as 180 N. East River Road ("**Development Parcel**") which is located in unincorporated Cook County; and

WHEREAS, the Development Parcel is located in Cook County, contiguous to the corporate limits of the City, which are currently coterminous with the Development's Parcel southern lot line; and

WHEREAS, The Developer has filed with the City a petition seeking annexation of the Development Property to the City all in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8 ("**Annexation Petition**"); and

WHEREAS, the Development Property is currently improved with one single family home which will be demolished after annexation to the City; and

WHEREAS, there are no electors presently residing on the Development Property; and

WHEREAS, the Developer desires to develop a residential planned development consisting of 16 single-family attached (townhouse) homes ("**Proposed Development**") on the Development Property; and

WHEREAS, on August 28, 2023, the notice of this annexation was delivered to the North Maine Fire Protection District and the Trustees thereof and on August 30, 2023, the notice of this annexation was delivered to the Niles-Maine District Library and the officers thereof; and

WHEREAS, on September 18, 2023, the City Council of the City of Des Plaines approved an Annexation and Development Agreement for the Development Property between the City and the Developer ("**Agreement**") pursuant to Resolution No. R-167-23, pursuant to which the City agreed to annex the Development Property; and

WHEREAS, the City Council hereby find that the annexation of the Development Property and the Contiguous Parcels will serve the best interests of the City;

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 annexation and zoning classification set forth herein.

SECTION 2. REAL ESTATE ANNEXED. As authorized by Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the City of Des Plaines shall, and does hereby, annex the Development Property pursuant to a petition executed by the Developer.

SECTION 3. MAP OF ANNEXATION. A Plat of Annexation of the Development Property is attached as *Exhibit B* and, subject to final approval by the General Counsel, by this reference is made a part of this Ordinance.

SECTION 4. RECORDATION. The City Clerk shall be, and is hereby, authorized and directed to cause a certified copy of this Ordinance, together with Exhibits A and B, to be recorded with the Office of the Cook County Recorder upon satisfaction of the conditions listed in Section 5 of this Ordinance.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall be in full force and effect upon:

- A. its passage and publication in pamphlet form in the manner required by law;
- B. execution and recordation of the Annexation Agreement;
- C. payment by the Developer of all amounts due pursuant to Section 9 of the Annexation and Development Agreement; and
- D. the filing of a performance security with the City, guaranteeing the extension of infrastructure along the frontage of the Development Parcel in an amount to be approved by the Department of Public Works and Engineering.

[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

EXHIBIT A

LEGAL DESCRIPTION

THE SOUTH 104.8 FEET OF THE EAST 415.65 FEET OF THE NORTH 10 ACRES IN LOT 1 IN ASSESSOR'S DIVISION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-09-402-007-0000

Commonly known as 180 N. East River Road, Des Plaines, Illinois 60016



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: September 7, 2023

To: Michael G. Bartholomew, City Manager

From: Jonathan Stytz, AICP, Senior Planner JS

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

Subject: Zoning Map Amendment and Preliminary Planned Unit Development (PUD) for a Townhouse Development at 180 N. East River Road (Case #23-042-AX-TA-MAP-TSUB-PUD)

Issue: The petitioner is requesting a map amendment to rezone the subject property at 180 N. East River Road from R-1 Single Family Residential, which is the default, initial zoning designation for land annexed to the City under Chapter 6 of the Zoning Ordinance, to R-3 Townhouse Residential. The petitioner is also seeking a preliminary PUD with exceptions for a proposed 16-unit townhouse development.

The map amendment and preliminary PUD requests were filed by the owner of 180 N. East River Road (MAS Land Investments 2, LLC) concurrently with petitions for annexation, Tentative Plat of Subdivision (which has been approved by the Planning and Zoning Board), and a zoning text amendment related to the minimum lot size for certain PUDs and which was approved by Ordinance Z-23-23 at the September 5, 2023 City Council meeting.

Petitioner: MAS Land Investments 2, LLC (Representative: Todd Polcyn, 837 N. Maple Avenue, Palatine, IL 60067)

Owner: MAS Land Investments 2, LLC (Representative: Todd Polcyn, 837 N. Maple Avenue, Palatine, IL 60067)

Case Number: 23-042-AX-TA-MAP-TSUB-PUD

PIN: 09-09-402-007-0000

Ward: None, unincorporated Cook County (future ward once annexed: #1, Alderman Mark A. Lysakowski)

Existing Zoning: Single Family Residential District (R-4 in *Unincorporated Cook County*)

Existing Land Use: Single Family Residence

Surrounding Zoning: North: Single Family Residential District (R4) (Unincorporated Cook County)

South: R-3, Townhouse Residential District (City of Des Plaines)
East: R-3, Townhouse Residential District (City of Des Plaines)
West: Single Family Residential District (R4) (Unincorporated Cook County)

Surrounding Land Use: North: Single Family Residence (Residential)
South: Townhouse Residences (Residential)
East: Townhouse Residences (Residential)
West: Single Family Residence (Residential)

Street Classification: North East River Road is classified as a major collector street and is under Cook County jurisdiction.

Comprehensive Plan: The subject property is in unincorporated Cook County and is not illustrated on the Future Land Use map in the 2019 Comprehensive Plan. However, the neighboring property abutting the subject property to the south is illustrated as multifamily residential. The Comprehensive Plan is generally supportive of exploring annexation opportunities.

Project Description: *Overview*
Petitioner MAS Land Investments, LLC, owner of 180 N. East River Road, intends to annex land to the City of Des Plaines and build a townhouse development. The subject property is in unincorporated Cook County along North East River Road and is comprised of one 40,245-square-foot (0.92-acre) parcel¹. The subject property is improved with a one-story, 1,665-square-foot residence, a 1,194-square-foot detached garage (including two additions), two frame sheds approximately 82 and 90 square feet in size, and a combination of concrete and gravel driveway and parking areas.

Proposed Project
The proposal includes the removal of all existing site improvements to redevelop the subject property into a 16-unit PUD similar to the existing Insignia Glen development – which was approved by PUD in the early 2000s – located directly south of the subject property at 172 N. East River Road, which is already incorporated within Des Plaines (in other words, the property subject of this request is immediately north of and contiguous to Des Plaines’ corporate boundary). The proposed development consists of four separate three-story principal buildings—each with four units. The anticipated unit mix will be predominately two-bedrooms, but the floor plan is adaptable to create a third bedroom; the developer has not finalized the unit mix. Each unit will have a two-car attached garage on the lower level, living space with a balcony on the middle level, and bedrooms on the top level.

The proposal intends to mirror the general building and driveway design of the existing Insignia Glen development and will utilize the same private drive for access to East River Road via an existing access easement that was granted and recorded via the early 2000s PUD. For this reason, the existing gravel curb cut onto the subject property will be removed and replaced with turf and landscaping areas. New walkways are proposed along the private drive (south property line)—with walkway connections to each unit—and along North East River Road (east property line) of the subject property for pedestrian access

¹ Reflects lot size after proposed dedication of right-of-way

throughout the site and connections to the existing Insignia Glen PUD. The development also proposes common green spaces for residences opposite the driveway entrances where separate front door, porch area, and walkway connections are provided.

MAP AMENDMENT

Request Description:

Overview

The subject property is currently located in unincorporated Cook County and is not classified under any zoning district classification identified in Chapter 7 of the Des Plaines Zoning Ordinance. However, upon approval of an annexation of the subject property into the municipal boundaries, the default zoning district classification is R-1 Single Family Residential per Section 12-6-4.B. The proposed townhouse dwelling use is not allowed in the R-1 district as a permitted or conditional use but is permitted in R-3 Townhouse Residential.

Residential Districts Use Matrix				
<i>Use</i>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>R-4</i>
Dwellings, townhouse*			P	P
Planned Developments	C	C	C	C

*This use is not allowed in the R-1 and R-2 zoning districts.

As such, the petitioner is requesting a map amendment to rezone the property, once annexed, from R-1 to R-3 to construct the proposed townhouse PUD. A PUD in the R-3 district does require approval of a conditional use permit by the City Council as noted in the table, which will be discussed in more detail in the *Preliminary PUD request* section. A townhouse dwelling use is subject to the bulk regulations in Section 12-7-2.J of the Zoning Ordinance. The table below compares the R-3 district regulations with proposals for the development.

R-3 Townhouse Residential District Bulk Standards		
<i>Bulk Controls</i>	<i>Required</i>	<i>Proposed</i>
Maximum height	45 ft	36 ft
Minimum front yard [east] (adjacent residential)	25 ft	35 ft
Minimum side yard <ul style="list-style-type: none"> • North (building height over 35 ft) • South (building height over 35 ft) 	10 ft 10 ft	10 ft 13 ft
Minimum rear yard [west] (building height over 35 ft)	30 ft	24 ft*
Minimum lot width (interior lot)	45 ft	105 ft
Minimum lot** area (interior lot)	2,800 SF per DU	1,040 SF per DU*
Maximum building coverage (interior lot)	None	N/A

**Indicates that the regulation is not met; staff recommends seeking PUD exceptions for the rear yard setback and density pursuant to Section 12-3-5.C of the Zoning Ordinance. See the Preliminary PUD request section for additional details.*

***For fee-simple, individually platted townhouse developments, the definition and context of “Lot” has been historically interpreted to refer to individual townhouse lots of record. Therefore, with a minimum required of 2,800 square feet, when a smaller area is proposed, an exception is required.*

Site Plan Review

Pursuant to Section 12-3-7.D.2 of the Zoning Ordinance, a Site Plan Review is required for all map amendment requests to assess how the request meets the characteristics identified in Section 12-3-2, which are listed below along with staff’s assessment of each in relation to the current Site Plan provided by the petitioner. Note that the attached PUD Site Plan may be adjusted as necessary by the petitioner to address staff/public comments and incorporate all needs of the proposed townhouse development.

Site Plan Review	
<i>Item</i>	<i>Analysis (based on Proposal)</i>
The arrangement of structures on the site	<ul style="list-style-type: none"> • Positions buildings to make better use of space and create separate parking and open spaces. • Compatible with uses to the south and east in incorporated Des Plaines
The arrangement of open space and landscape improvements	<ul style="list-style-type: none"> • Multiple open space and landscape areas proposed throughout development. • Creates a functional and desirable environment for patrons, pedestrians, and occupants.
The adequacy of the proposed circulation system on the site	<ul style="list-style-type: none"> • Relies solely on existing private drive for all site access; no alternate connections throughout site. • Minimizes curb-cuts on North East River Road.
The location, design, and screening of proposed off-street parking areas	<ul style="list-style-type: none"> • Landscape screening of parking areas provided in between individual driveways and parking areas. • Provides a defined separation between pedestrian and vehicle circulation.
The adequacy of the proposed landscaping design on the site	<ul style="list-style-type: none"> • Adequate perimeter parking lot landscaping provided in front of and behind parking areas. • Intends to preserve existing trees on site. • Both foundation and site perimeter landscaping proposed on all sides of buildings to create an adequate defined transition between uses.
The design, location, and installation of proposed site illumination	<ul style="list-style-type: none"> • Location of proposed exterior illumination is not clearly identified and should be shown.
The correlation of the proposed site plan with adopted land use policies, goals, and objectives of the comp. plan	<ul style="list-style-type: none"> • In line with the multifamily residential use designated for neighboring properties on the future land use map in the Comprehensive Plan. • Aligns with the Comprehensive Plan objective to create additional and more dense housing options.

PLANNED UNIT DEVELOPMENT (PUD)

Request Description:

Overview

The proposed development includes four separate principal buildings. Section 12-13-3 of the Zoning Ordinance defines a principal building as “*a nonaccessory building in which a principal use of the lot, on which it is located, is conducted.*” In a townhouse development, the townhouse dwelling itself represents the principal use of the property, which is to provide:

“A room or group of contiguous rooms that include facilities used or intended to be used for living, sleeping, cooking and eating, and that are arranged, designed or intended for use exclusively as living quarters” (Section 12-13-3, Zoning Ordinance).

In short, the proposed PUD on the subject property includes attached townhouse residential units in four separate buildings (i.e., dwellings), which represent four principal structures. However, pursuant to Section 12-7-1.A of the Zoning Ordinance, not more than one principal building or structure can be located on a zoning lot, except in certain cases. In the list of available exceptions, a planned development, defined below, is the only case suitable for the proposal.

“A development occurring on a parcel under single ownership or unified control which is developed as a unit and includes two (2) or more principal buildings or uses, and is processed under the planned development procedure of this title” (See section 12-3-5, "Planned Unit Developments", of this title.) (Section 12-13-3, Zoning Ordinance).

The purpose of a PUD is to permit a type of development that aligns with the characteristics in Section 12-3-5.A of the Zoning Ordinance, which are listed below along with staff’s assessment of each in relation to the attached Preliminary PUD Plat provided by the petitioner.

Preliminary PUD Plat Review	
<i>Item</i>	<i>Analysis (based on Proposal)</i>
A maximum choice in the types of environment available to the public by allowing a development that would not be possible under the strict application of the other sections of this title	Provides an additional housing option with increased density and multiple principal buildings that is not permitted elsewhere in the Zoning Ordinance.
Permanent preservation of common open space and recreation areas and facilities	Creates common open space and/or recreation area where there is none currently.
A pattern of development to preserve natural vegetation, topographic and geologic features	Includes a tree prevention plan to minimize impacts to vegetation and physical site features.
A creative approach to the use of land and related physical facilities that results in better development and design and the construction of aesthetic amenities	Building design/layout provides a defined separation between paved areas and common space; provides adequate screening between these areas and neighboring lots.

Preliminary PUD Plat Review (continued)	
<i>Item</i>	<i>Analysis (based on Proposal)</i>
An efficient use of the land resulting in more economic networks of utilities, streets and other facilities	Utilizes existing private drive to reduce curb cuts onto the street and tie into existing utilities and facilities.
A land use which promotes the public health, safety, and general welfare	Transforms an under-utilized site with dilapidated/unsafe structures to a safer and beneficial use.

Prerequisites: Location, Ownership, and Size

PUDs are authorized in all zoning districts in the City subject to the regulations in Section 12-3-5 of the Zoning Ordinance and are required to be under single ownership and/or unified control. While the subject property is currently not owned by the petitioner, the petitioner does intend to take ownership of the property upon approval of the requests in this application and the annexation of the property. While not part of the Planning and Zoning Board’s purview, staff will require the petitioner to enter into a development and annexation agreement which will need to be approved by the City Council. The establishment of a Homeowner’s Association (HOA) will also be required to manage and maintain the proposed PUD.

Parking Requirement

Pursuant to Section 12-9-7, a townhouse (single-family attached) residential use requires a minimum of two off-street parking spaces per dwelling unit plus one common guest space for every four dwelling units. As such, the proposed 16-unit PUD requires a minimum of 36 off-street parking spaces: 32 for direct use of the units and four common guest spaces. The attached PUD Site Plan indicates two covered off-street garage spaces for each unit and eight standard parallel parking spaces off the private drive.

PUD Bulk Exceptions

As identified in the R-3 Bulk Regulations table above, the proposal does not meet the minimum rear yard and minimum lot area (maximum density) regulations. As such, PUD exceptions are required. The Zoning Ordinance contemplates the possibility of exceptions to these project components through Section 12-3-5.C.1-2 (Necessity of Bulk Exceptions and Perimeter Yards).

Planning and Zoning Board (PZB) Recommendation: The PZB held a public hearing on August 8, 2023, to consider the requests. The PZB split their determination into separate motions: (i) voting 6-0 to recommend that City Council approve the Map Amendment with staff recommended condition No. 5; and (ii) voting 6-0 to recommend that City Council approve the Preliminary PUD with staff recommended conditions Nos. 1-4. The rationale for the PZB’s vote is captured in the attached minutes from the August 8, 2023 meeting.

City Council Action: Pursuant to Sections 12-3-5.D.2.d and 12-3-7.D.4 of the Zoning Ordinance, the Council has the final authority on the map amendment and preliminary PUD requests. The Council may approve, approve with modifications, or deny Ordinance Z-26-23, which includes the proposed map amendment and preliminary PUD for a 16-unit townhouse development. If the City Council decides to approve these requests, the PZB recommended the following conditions.

Conditions of Approval:

1. All proposed improvements and modifications shall be in full compliance with all applicable codes and ordinances. Drawings may have to be modified to comply with current codes and ordinances.
2. The Final PUD, plat, and site plan documents shall be revised to provide either (i) a minimum 7-foot-wide walkway/sidewalk adjacent to the proposed parallel parking or (ii) sufficient buffer through curb or planting strip to accommodate door swing, as well as any other revisions required of the Public Works and Engineering Department in the attached memo.
3. Improvements to the private drive for driveway curb cuts and on-street parking shall comply with the cross-access easement recorded with the approved PUD for the Insignia Glen development immediately to the south.
4. All governing documents for the construction and ongoing operation of the proposed development including but not limited to any development/annexation agreements, covenants, conditions, and restrictions, or any operating reciprocal easement agreements must be submitted to and approved by the City's General Counsel prior to the recording of the Final Plat of PUD or Final Plat of Subdivision.
5. All land use and permitting approvals shall not become effective until the City finalizes approval of annexation of the subject property.

In the Council's discussion of the petitioner's text amendment proposal at the September 5 meeting, an alderman expressed a desire to see a commitment for installation of a privacy fence. This was discussed at the PZB public hearing but not conditioned by the PZB. The Council may discuss with the petitioner and if it chooses may modify Ordinance Z-26-23 to include a fence-related condition.

Attachments:

- Attachment 1: Location Map
- Attachment 2: Site and Context Photos
- Attachment 3: Photos of Existing Conditions
- Attachment 4: Project Narrative and Petitioner's Responses to Standards for Map Amendments and PUDs
- Attachment 5: Plat of Survey
- Attachment 6: Public Works and Engineering (PWE) Department Memo
- Attachment 7: Chairman Szabo PZB Recommendation Letter
- Attachment 8: Excerpt of Approved Minutes from the August 8, 2023 PZB Meeting

Ordinance Z-26-23

- Exhibit A: Preliminary PUD Plat and Plans, including the PUD Site Plan, Architectural Plans, Landscape Plan and Tree Preservation Plan, and Preliminary Engineering Plans



0 200 400
ft

Print Date: 8/3/2023

Notes

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



180 N. East River Rd – Public Notice & Front of Property



180 N. East River Rd – Facing West at Existing Residence & Garage



180 N. East River Rd – Facing Northwest at Existing Residence



180 N. East River Rd – Facing Northeast at Existing Residence & Shed





























MAS Land Investments 2 LLC

711 Middleton Court, Palatine, IL 60067

August 1, 2023

Insignia Glen 2, 180 N East River Road, Des Plaines, IL

Standards For Map Amendments 180 N East River Road

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

The property is proposed for 16 townhomes that will provide additional housing for families to the Des Plaines community. This proposed property will also add to the tax base of Des Plaines. We will be cleaning up a property that is in disarray and adding value to the community. It is a natural addition to the townhome community to the south. The map amendment is needed to rezone the property from R-1 to R-3 to allow for a townhome development. This proposed zoning matches the adjacent zoning. The tax base would increase from \$0 to approximately \$100,000 per year based upon \$6,312 per unit x 16 units. This figure is based upon comparable units in Des Plaines.

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

The rezoning to R-3 is a natural progression in a relatively unique part of the City. The City has previously annexed and rezoned parts within the area to R-3 PUD and parcels to the east and south are located within the City of Des Plaines and zoned R-3. There is limited developable land because the parcels are sandwiched between the Tri-State and the Cook County Forest Preserve. There is also a ComEd right of way to the north which forms a natural boundary. The request for R-3 compliments the current adjacent zoning and expected development of the area.

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

City sewer and water is adjacent to the property and will be adequate for the development.

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

The current use and condition of the property has decreased adjacent properties' home values. These new townhomes will clean up a homesite that has been in disarray and will help increase property values in the area.

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

The property will adhere to all standards for development, building codes and enhance the area. These 16 townhomes will provide more opportunities for additional residents to live in Des Plaines which will add to the existing tax base.

MAS Land Investments 2 LLC

711 Middleton Court, Palatine, IL 60067

August 1, 2023

Insignia Glen 2, 180 N East River Road, Des Plaines, IL

Standards For Text Amendments 180 N East River Road

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

The property is proposed for 16 townhomes that will provide additional housing for families to the Des Plaines community. This proposed property will also add to the tax base of Des Plaines. We will be cleaning up a property that is in disarray and adding value to the community. The property is less than 2 acres but it will appear to be an extension to the townhome community to the south. The overall development will appear to be over 2 acres including the property to the south. The tax base would increase from \$0 to approximately \$100,000 per year based upon \$6,312 per unit x 16 units. This figure is based upon comparable units in Des Plaines.

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

The text amendment is needed to allow for the annexation and PUD approval of residential parcels smaller than 2 acres. There is limited developable land available around Des Plaines and smaller residential parcels need to be developed, or re-developed and the current PUD ordinance is too limiting. This development is intended to mimic the development in the area but needs to do so as a PUD to be compatible with the neighborhood. A text amendment is needed so that this parcel can be developed as a PUD.

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

City sewer and water is adjacent to the property and will be adequate for the development.

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

The current use and condition of the property has probably decreased adjacent properties' home values. These new townhomes will clean up a homesite that has been in disarray and will help increase property values in the area.

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

The property will adhere to all standards for development, building codes and enhance the area. These 16 townhomes will provide more opportunities for additional residents to live in Des Plaines which will add to the existing tax base.

MAS Land Investments 2 LLC

711 Middleton Court, Palatine, IL 60067

August 1, 2023

Insignia Glen 2, 180 N East River Road, Des Plaines, IL

Standards for Planned Unit Developments 180 N East River Road

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

The property is under 2 acres but lends itself due to the physical surroundings to treatment as a PUD. Approving this development through the PUD process will result in a superior development consistent with the guidelines and restrictions contained in the PUD section including promoting sound planning, aiding the City's development as a balanced community, and assisting the City in realizing the intent and purpose of the Comprehensive Plan of the City.

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

The development will be constructed consistent with the architectural, engineering and landscape plans submitted and approved by the City. Pursuant to a straight rezoning to R-3 the City would not have the legal authority to condition such zoning on specific plans. Thus, the City and the surrounding community are assured of exactly the type of use and product that will be developed here. The architectural, engineering and landscape plans complement the Insignia Glen development to the south acting as an extension of that townhome with a more modern current product.

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

Two departures are sought:

- 1. Density:** 16 dwelling units instead of the 14 units permitted under the R-3 zoning restrictions.

Rationale and Justification:

1. The site plan demonstrates that the property is physically capable of supporting the proposed 16 dwelling units.
2. The replacement of the current dilapidated structures on the property which has created a continuing eyesore for the residents of the City living in Insignia Glen supports this minor departure.
3. It would be awkward to construct one 2-unit building in the midst of predominantly 4+ unit buildings on the property and at Insignia Glen.

4. The conditions in the surrounding area which evidence the same dilapidated buildings in existence on the subject property support the City granting this developer an incentive (so to speak) in density to proceed with the development.
 5. The increased density poses no threat to the public safety and restricting the development to 14 dwelling units instead of 16 promotes no ascertainable public benefit.
- 2. Rear Yard Setback: 22' instead of the required 30' setback:**
1. Petitioner adopts and incorporates all of the rationale and justification for the density departure as and for its rationale and justification for the rear yard setback.
 2. The configuration of the lot and the contributes to the request for the departure.
 3. The residence to the south that is most impacted by the reduction in the setback has been impacted by the dilapidated conditions, noises, smells that have existed on the subject property.
 4. The reduction in the setback is being mitigated by the robust landscaping proposed to be installed on the shared property line with the property to the south.
 5. Again the reduction poses no threat to the public safety and there is no ascertainable basis in the public welfare for requiring strict adherence to the setback requirement.
- 4. The extent to which the physical design of the proposed plan does or does not make adequate provision for public services, provide adequate control over vehicular traffic, provided for and protect designated common space, and further amenities of light and air, recreation and visual enjoyment;**

We have engaged the same civil engineer and architectural team to match the development to the south. The colors and building materials complement the property to the south.

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

Per the recorded plat, 180 N East River Road has rights for accessibility to the private road which will remain private. We have been in contact with the HOA management company to discuss the development. We have also spoken to some of the neighbors to the south and to the east of the property.

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

The property will increase the existing tax base of the City. It will replace dilapidated structures (most likely violative of the Building Code), and obsolete uses with a modern townhouse development which will complement similar developments to the south and to the east. The proposed plan is a win-win for the property owner, the neighbors who live in the area and the City itself.

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

Perhaps through inadvertence the property is not mapped on the City's Comprehensive Plan. Thus, the proposed development is neither consistent nor inconsistent with the Comprehensive Plan. When the City does designate this property for future use and development it appears inevitable that it will map it for a use consistent with the proposed development.

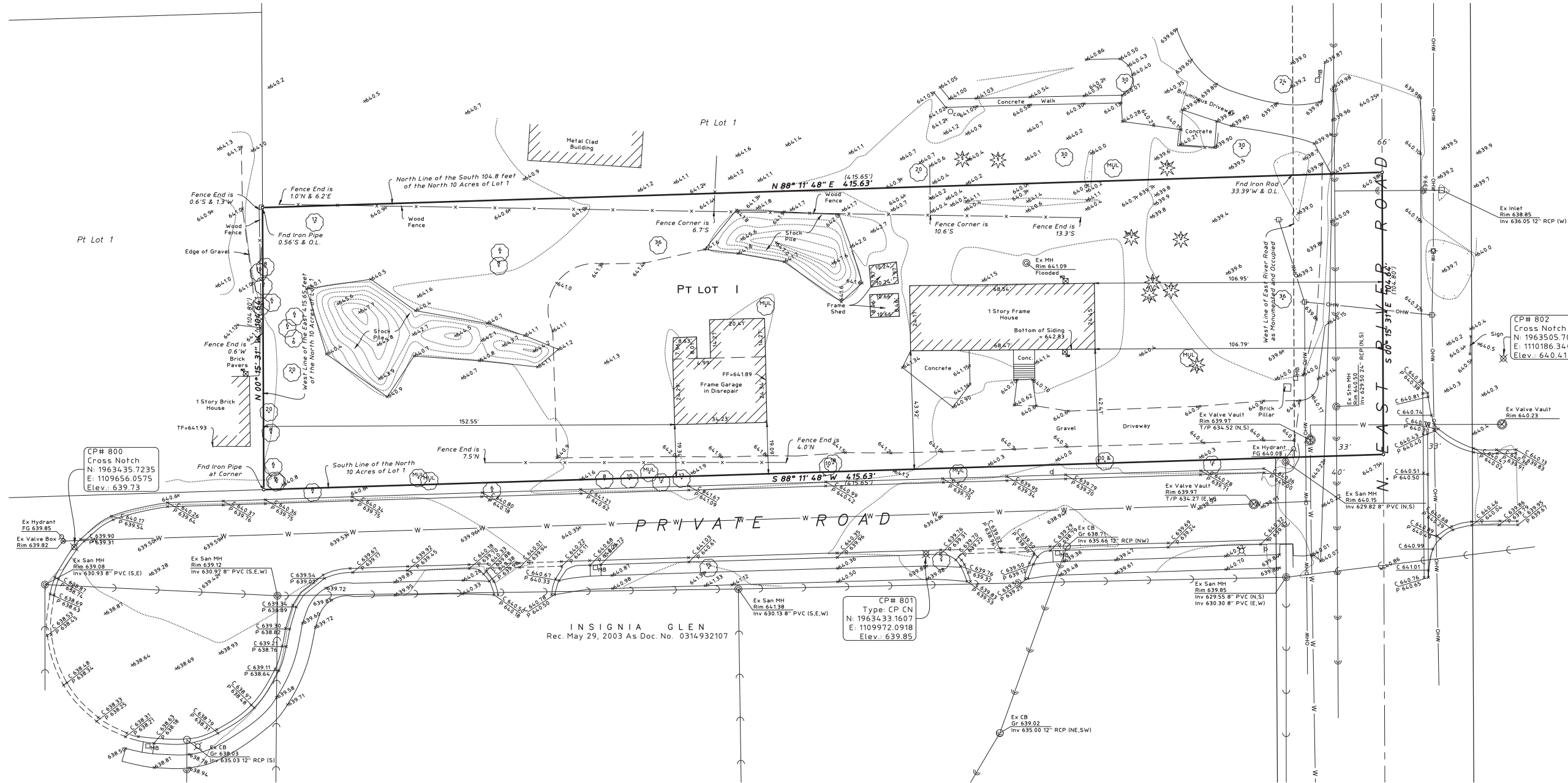
PLAT OF SURVEY

LEGAL DESCRIPTION

THE SOUTH 104.8 FEET OF THE EAST 415.65 FEET OF THE NORTH 10 ACRES IN LOT 1 IN ASSESSOR'S DIVISION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Scale: 1" = 20'



AREA SUMMARY

TOTAL AREA	43,476 S.F.	0.99808 AC.
R.O.W. AREA	3,453 S.F.	0.07927 AC.
NET AREA	40,023 S.F.	0.91881 AC.

- Surveyor's Notes:**
- Field work was completed on May 3, 2023.
 - The Horizontal coordinates and basis of bearing shown hereon are based on NAD 83(2011) Illinois East Zone 1201 State Plane Coordinates as referenced from Kara Company's RTK Network.
 - The Vertical Datum referenced hereon is based on NAVD 88 (Geoid 12A) as referenced from Kara Company's RTK Network.
 - A title commitment policy was not provided for this survey. This property may be subject to easements and/or restrictions not provided to the surveyor prior to the completion of this survey.
 - Utility information shown hereon is based upon field measurements, available records, information from field data is limited to that which is visible and can be measured. This survey does not exclude the possibility of the existence of other underground utilities and/or structures. Record information is based upon data collected from both public and private sources. The completeness and/or accuracy of these records cannot be guaranteed, except for those items that can be verified by field measurement. Prior to any excavation contact J.U.I.E. (1-800-892-0123).

Benchmark

Site Benchmark	CP # 800 (see survey)	Description: Cross Notch	Elevation: 639.73	NAVD 88 (Geoid 12A)
	CP # 801 (see survey)	Description: Cross Notch	Elevation: 639.85	NAVD 88 (Geoid 12A)
	CP # 802 (see survey)	Description: Cross Notch	Elevation: 640.41	NAVD 88 (Geoid 12A)

LEGEND

	Manhole		Guy Wire
	Catch Basin		Utility Pole
	Inlet		Mailbox
	Clean Out		Curb & Gutter
	Storm Sewer Atlas		Depressed Curb
	Sanitary Sewer Atlas		Retaining Wall
	Water Main Atlas		Curb Elevation and Gutter/Pavement Elevation
	Fire Hydrant		Pavement Elevation
	Valve Vault		Sidewalk Elevation
	Valve Box		Ground Elevation
	B-Box		Contour Line
	Light Pole		Deciduous Tree
	Fence		Coniferous Tree
	Sign		Bush
	Gas Meter		Brushline
	Gas Line		Record
	Electric Line		On Line
	Overhead Utility Line		
	Fiber Optic Line		
	Electric Meter		



State of Illinois)
 County of Cook) SS:
 This professional service conforms to the current Illinois minimum standards for a boundary topographic survey.
 By: *[Signature]* May 10, 2023
 Illinois Professional Land Surveyor No. 3695

HAEGER ENGINEERING
 consulting engineers • land surveyors
 100 East State Parkway, Schaumburg, IL 60173 • 647-394-6600 Fax: 647-394-6606
 Illinois Professional Design Firm License No. 18-000152
 www.haegerengineering.com

BOUNDARY & TOPOGRAPHIC SURVEY
 180 NORTH EAST RIVER ROAD
 DES PLAINES, ILLINOIS
 COOK COUNTY

Project Manager: J D T
 Drafter: J C H
 Date: 2023-05-10
 Project No: 23-067
 Sheet: 1



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: August 3, 2023
To: John Carlisle, Director of Community and Economic Development
From: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Cc: John La Berg, P.E., CFM, Civil Engineer
Subject: 180 N. East River Rd. Proposed Townhomes

Public Works and Engineering has reviewed the subject final engineering plans and is approving them subject to the conditions below:

- The private road shall be ground 1 ½" and resurfaced for its entire width and frontage along the development.
- Street lights and fire hydrants are needed at the end of each street between the townhomes.
- MWRD and Cook County Highway permits will need to be obtained.
- Add 7' sidewalk along northside of private st.

TPO/jl



August 9, 2023

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 180 N. East River Road, 23-042-AX-TA-MAP-PUD-TSUB

RE: Consideration of a Text Amendment to Adjust the Planned Unit Development (PUD) Size Minimum Required, a Map Amendment to Rezone the Subject Property from R-1 Single Family Residential to R-3 Townhouse Residential, a Preliminary PUD to construct a 16-unit townhouse development, and a Tentative Plat of Subdivision to split the Subject Property into 17 Lots

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on August 8, 2023 to consider all requests.

1. Todd Polcyn, the representative to the petitioner MAS Land Investments 2, LLC, introduced the requests for the proposed 16-unit townhouse development on the subject property consisting of a mixture of two- and three-bedroom units. He mentioned that MAS Land Investments 2 has 35 years of experience in both single family and multi-family developments and are currently building a multi-family project in Palatine, Illinois. He added that the proposal for the subject property includes an agreement to maintain the detention area and private drive that will be served by the both the proposed PUD and the existing PUD at 172 N. East River Road located directly south.

Len Kleinjan, engineer, described the proposed improvements for the subject property—located in unincorporated Cook County—noting that, once annexed, the subject property would be rezoned to R-3 to match the existing R-3 zoning in the area. He added that the proposed townhouse PUD buildings and drive aisles are designed to mirror the existing improvements of the townhouse PUD to the south. He explained that the proposed improvements include the reconstruction of the private road and its entrance onto N. East River Road. He noted that the two proposed drive aisles will be constructed with permeable pavers with built-in volume control to handle water run-off on the subject property.

Jay Cox, architect, described the design and layout of the four proposed buildings included in the requested PUD. He noted that all proposed three-story buildings will have unique grading that will reduce the overall mass of each structure. He explained that each building is designed with a mixture of different materials including face brick, metal, and composite siding and contain unique architectural features to provide definition. While there is a typical elevation plan for the three interior buildings, the building immediately adjacent to N. East River Road will have additional building material features and face brick to improve the look of the PUD from the street.

Tom Birney, attorney, touched on the petitioner's responses to all requests included in the application. He added that the proposed townhouse PUD will be managed by a Homeowner's Association (HOA) and the petitioner has been in contact with the existing HOA for the PUD to the south to start discussions. He also reiterated that the proposal includes the removal of a curb cut off N. East River Road, which is a benefit for both the petitioner and the City as a whole.

2. PZB members asked if the private drive will be dedicated to the City in order to control parking on the subject property; if the lot directly west of the subject property will be developed as well; how the lot directly west of the subject property is accessed; and how long the subject property has been vacated. Staff responded that the private road would not be dedicated as part of the request and the City would not take jurisdictional control. However, a development agreement, which would be established for this project, could include terms for police control of the PUD if requested by the City. Mr. Birney added that some municipalities have entered into a license agreement with a developer to have police control but that it would be at the City Council's discretion. Staff confirmed that there has been no proposed development for the lot directly west of the subject property located at 210 N. East River Road. Mr. Birney confirmed that the 210 N. East River Road lot located is accessible via a shared, private driveway from the north that provides access to N. East River Road. He added that there is no existing or proposed access to this lot from the subject property. Mr. Polcyn confirmed the subject property has been vacated for four months.
3. CED staff summarized the staff report with slides providing an overview of the requests and the process surrounding each. Staff described the overview of the project for a new townhouse PUD and the multiple steps involved to both annex and entitle the proposed development. Staff noted that this step 1 of 2 for the PUD and subdivision requests as both will need to be finalized and approved by City Council. Staff also touched on the annexation component noting that the annexation request for the subject property would need to be approved prior to the final approvals for the PUD and subdivision. Staff added that the text amendment request would be effective immediately upon approval from City Council. Conversely, the map amendment ordinance would have a delayed effectiveness even after City Council approval to ensure that the remainder of the entitlement process is completed. Finally, staff identified the recommended conditions of approval and the motions before the PZB.
4. Multiple individuals from the public spoke this request with concerns related to traffic, noise, privacy, density, and water mitigation and quality. Mr. Birney responded that the petitioner can look into installing a solid fence to address the privacy concerns. Mr. Kleinjan added that the new storm sewers and volume control proposed will improve water detention and run-off on the subject property and southern PUD site.
5. The PZB split their determination into four separate motions:
 - Voting 6-0 to approve the Tentative Plat of Subdivision without any conditions;
 - Voting 6-0 to recommend that City Council approve the Text Amendments without any conditions;
 - Voting 6-0 to recommend that City Council approve the Map Amendment with staff recommended condition No. 5; and
 - Voting 6-0 to recommend that City Council approve the Preliminary PUD with staff recommended conditions Nos. 1-4.

Respectfully submitted,



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

Case 23-045- FPLAT-CU-LASR	2777 Mannheim	Final Plat of Subdivision, Conditional Use, Localized Alternative Sign Regulation
Case 23-042-AX-TA-MAP-TSUB-PUD	180 N. East River Road	Annexation, Text Amendment, Map Amendment, Tentative Plat Subdivision, Planned Unit Development
Case 23-044- V	1378 Margret	Variation

2. Address: 180 N. East River Road **Case Number:**23-042-AX-TA-MAP-TSUB-PUD

The petitioner is requesting a city-wide Text Amendment to amend Section 12-3-5. B.3.a of the Zoning Ordinance to remove the minimum lot size requirement for a PUD on lots in the R-1 Single Family Residential, R-2 Two-Family Residential, R-3 Townhouse Residential, and R-4 Central Core Residential zoning districts for detached single-family or attached townhouse developments that consist of multiple principal buildings.

The petitioner is also requesting the following under the Zoning Ordinance for the property at 180 N. East River Road: (i) a Map Amendment to rezone from R-1 Single Family Residential to R-3 Townhouse Residential District; (ii) a Preliminary PUD, with exceptions for minimum lot area, building design, and required rear yard, to allow a 16-unit townhouse development; and (iii) a Tentative Plat of Subdivision to subdivide the existing single lot into 17 lots of record.

While not part of the Planning and Zoning Board’s purview, annexation of the subject property to the City of Des Plaines will be a prerequisite for final approval. The City Council has sole authority for approval of annexation, and such review and approval will happen pursuant to an annexation public hearing held later and time that will be duly noticed as required by law.

- Petitioner:** MAS Land Investments 2, LLC (Representative: Todd Polcyn, 837 N. Maple Avenue, Palatine, IL 60067)
- Owner:** Ed Del Castillo, 711 Middleton Court, Palatine, IL 60067
- PIN:** 09-09-402-007-0000
- Ward:** None, unincorporated Cook County (future ward once annexed: #1, Alderman Mark A. Lysakowski)
- Existing Zoning:** Single Family Residential District (R4 in *Unincorporated Cook County*)
- Existing Land Use:** Single Family Residence
- Surrounding Zoning:** North: Single Family Residential District (R4) (Unincorporated Cook County)
South:R-3, Townhouse Residential District (City of Des Plaines)
East: R-3, Townhouse Residential District (City of Des Plaines)
West: Single Family Residential District (R4) (Unincorporated Cook County)
- Surrounding Land Use:** North: Single Family Residence (Residential)
South: Townhouse Residences (Residential)
East: Townhouse Residences (Residential)

Case 23-045- FPLAT-CU-LASR	2777 Mannheim	Final Plat of Subdivision, Conditional Use, Localized Alternative Sign Regulation
Case 23-042-AX-TA-MAP-TSUB-PUD	180 N. East River Road	Annexation, Text Amendment, Map Amendment, Tentative Plat Subdivision, Planned Unit Development
Case 23-044- V	1378 Margret	Variation

West: Single Family Residence (Residential)

Street Classification:

North East River Road is classified as a major collector street and is under Cook County jurisdiction.

Comprehensive Plan:

The subject property is in unincorporated Cook County and is not illustrated on the Future Land Use map in the 2019 Comprehensive Plan. However, the neighboring property abutting the subject property to the south is illustrated as multifamily residential. The Comprehensive Plan is generally supportive of exploring annexation opportunities.

Project Description: Overview

Petitioner MAS Land Investments, LLC, owner of the subject property, intends to annex land to the City of Des Plaines and build a townhouse development. The subject property is located in unincorporated Cook County along North East River Road and is comprised of one 40,245-square-foot (0.92-acre) parcel.

The subject property is improved with a one-story, 1,665-square-foot residence, a 1,194-square-foot detached garage (including two additions), two frame sheds approximately 82 and 90 square feet in size, and a combination of concrete and gravel driveway and parking areas as shown on the attached Plat of Survey.

Proposed Improvements

The proposal includes the removal of all existing site improvements to redevelop the subject property into a 16-unit PUD similar to the Insignia Glen PUD located directly south of the subject property at 172 N. East River Road, which is already incorporated within Des Plaines (in other words, the property subject of this request is immediately north of and contiguous to Des Plaines’ corporate boundary).

The proposed development consists of four separate three-story principal buildings—each with four units—as shown on the attached PUD Plat. The anticipated unit mix will be predominately two-bedrooms, but the floor plan is adaptable to create a third bedroom; the developer has not finalized the unit mix. Each unit will have a two-car attached garage on the lower level, living space with a balcony on the middle level, and bedrooms on the top level.

The proposal intends to mirror the general building and driveway design of the existing Insignia Glen development, built via PUD in the early 2000s, and will utilize the same private drive for access to East River Road via an existing access easement that was granted and recorded via the early 2000s PUD. For this reason, the existing gravel curb cut onto the subject property will be removed and replaced with turf and landscaping areas. New

Case 23-045- FPLAT-CU-LASR	2777 Mannheim	Final Plat of Subdivision, Conditional Use, Localized Alternative Sign Regulation
Case 23-042-AX-TA-MAP-TSUB-PUD	180 N. East River Road	Annexation, Text Amendment, Map Amendment, Tentative Plat Subdivision, Planned Unit Development
Case 23-044- V	1378 Margret	Variation

walkways are proposed along the private drive (south property line)—with walkway connections to each unit—and along North East River Road (east property line) of the subject property for pedestrian access throughout the site and connections to the existing Insignia Glen PUD. The development also proposes common green spaces for residences opposite the driveway entrances where separate front door, porch area, and walkway connections are provided.

TEXT AMENDMENT

Request Description: *Overview*

As noted above, the subject property is less than an acre in size, which does not meet the minimum two-acre requirement for a PUD pursuant to Section 12-3-5.B.3.a of the Zoning Ordinance and therefore requires a text amendment to allow the subject property to be eligible for a PUD.

Proposed Text Amendment

The petitioner has provided the attached Proposed Text Amendments to identify the requested language in Section 12-3-5.B.3.a. Based on the proposal, there would be no minimum PUD size for detached single family and attached townhouse residence developments that consist of multiple principal buildings. The proposed amendments would allow the proposed townhouse (single-family attached) PUD on the subject property, which includes multiple residential buildings (i.e., dwellings) and represents four principal structures.

The proposed amendments would not, however, remove the existing minimum two-acre requirement for PUDs that do not meet the criteria above. For example, a single-family detached or townhouse development that consists of a single principal building would still need to be a minimum two-acres in area in order to be eligible to establish a PUD as currently required in the Ordinance. Similarly, a proposed two-family residence (i.e., duplex) or multi-family (i.e., apartment) development would also need to meet the minimum two-acre requirement in order to be eligible for a PUD. The petitioner’s rationale for the proposed amendments is found in the attached Petitioner’s Responses to Standards for Text Amendments.

MAP AMENDMENT

Request Description: *Overview*

The subject property is currently located in unincorporated Cook County and is not classified under any zoning district classification identified in Chapter 7 of the Des Plaines Zoning Ordinance. However, upon approval of an annexation of the subject property into the municipal boundaries, absent a Map Amendment to establish an “...appropriate district

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Case 23-044- V	1378 Margret	Variation

classification...” (Section 12-6-3, Annexed Land), the default zoning district classification is R-1 Single Family Residential per Section 12-6-4.B. The proposed townhouse dwelling use is not allowed in the R-1 district as a permitted or conditional use but is permitted in the R-3 Townhouse Residential district as noted below.

Residential Districts Use Matrix				
<i>Use</i>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>R-4</i>
Dwellings, townhouse*			P	P
Planned Developments	C	C	C	C

*This use is not allowed in the R-1 and R-2 zoning districts.

As such, the petitioner is requesting a map amendment to rezone the property, once annexed, from R-1 to R-3 to construct the proposed townhouse PUD. A PUD in the R-3 district does require approval of a conditional use permit by the City Council as noted in the table, which will be discussed in more detail in the *Preliminary PUD request* section.

Bulk Regulations

A townhouse dwelling use is subject to the bulk regulations in Section 12-7-2.J of the Zoning Ordinance. The table below compares the R-3 district regulations with the proposed development on the subject property.

R-3 Townhouse Residential District Bulk Standards		
<i>Bulk Controls</i>	<i>Required</i>	<i>Proposed</i>
Maximum height	45 ft	36 ft
Minimum front yard [east] (adjacent residential)	25 ft	35 ft
Minimum side yard		
• North (building height over 35 ft)	10 ft	10 ft
• South (building height over 35 ft)	10 ft	13 ft
Minimum rear yard [west] (building height over 35 ft)	30 ft	24 ft*
Minimum lot width (interior lot)	45 ft	105 ft
Minimum lot** area (interior lot)	2,800 SF per DU	1,040 SF per DU*
Maximum building coverage (interior lot)	None	N/A

**Indicates that the regulation is not met; staff recommends seeking PUD exceptions for the rear yard setback and density pursuant to Section 12-3-5.C of the Zoning Ordinance. See the Preliminary PUD request section for additional details.*

***For fee-simple, individually platted townhouse developments, the definition and context of “Lot” has been historically interpreted to refer to individual townhouse lots of record. Therefore, with a minimum required of 2,800 square feet, when a smaller area is proposed, an exception is required.*

Case 23-045- FPLAT-CU-LASR	2777 Mannheim	Final Plat of Subdivision, Conditional Use, Localized Alternative Sign Regulation
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Case 23-044- V	1378 Margret	Variation

Site Plan Review

Pursuant to Section 12-3-7.D.2 of the Zoning Ordinance, a Site Plan Review is required for all map amendment requests to assess how the request meets the characteristics identified in Section 12-3-2, which are listed below along with staff’s assessment of each in relation to the current Site Plan provided by the petitioner. Note that the attached PUD Site Plan may be adjusted as necessary by the petitioner to address staff/public comments and incorporate all needs of the proposed townhouse development.

Site Plan Review	
<i>Item</i>	<i>Analysis (based on Proposal)</i>
The arrangement of structures on the site	<ul style="list-style-type: none"> • Positions buildings to make better use of space and create separate parking and open spaces. • Compatible with uses to the south and east in incorporated Des Plaines
The arrangement of open space and landscape improvements	<ul style="list-style-type: none"> • Multiple open space and landscape areas proposed throughout development. • Creates a functional and desirable environment for patrons, pedestrians, and occupants.
The adequacy of the proposed circulation system on the site	<ul style="list-style-type: none"> • Relies solely on existing private drive for all site access, no alternate connections throughout site. • Minimizes curb-cuts on North East River Road
The location, design, and screening of proposed off-street parking areas	<ul style="list-style-type: none"> • Landscape screening of parking areas provided in between individual driveways and parking areas. • Provides a defined separation between pedestrian and vehicle circulation.
The adequacy of the proposed landscaping design on the site	<ul style="list-style-type: none"> • Adequate perimeter parking lot landscaping provided in front of and behind parking areas. • Intends to preserve existing trees on site. • Both foundation and site perimeter landscaping proposed all of sides of buildings to create an adequate a defined transition between uses.
The design, location, and installation of proposed site illumination	<ul style="list-style-type: none"> • Location of proposed exterior illumination is not clearly identified and should be shown.
The correlation of the proposed site plan with adopted land use policies, goals, and objectives of the comp. plan	<ul style="list-style-type: none"> • In line with the multifamily residential use designated for neighboring properties on the future land use map in the Comprehensive Plan. • Aligns with the Comprehensive Plan objective to create additional and more dense housing options.

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PLANNED UNIT DEVELOPMENT (PUD)

Request Description: *Overview*

The proposed development includes four separate principal buildings. Section 12-13-3 of the Zoning Ordinance defines a principal building as “*a non-accessory building in which a principal use of the lot, on which it is located, is conducted.*” In a townhouse development, the townhouse dwelling itself represents the principal use of the property, which is to provide:

“A room or group of contiguous rooms that include facilities used or intended to be used for living, sleeping, cooking and eating, and that are arranged, designed or intended for use exclusively as living quarters” (Section 12-13-3, Zoning Ordinance).

In short, the proposed PUD on the subject property includes attached townhouse residential units in four separate buildings (i.e., dwellings), which represent four principal structures. However, pursuant to Section 12-7-1.A of the Zoning Ordinance, not more than one principal building or structure can be located on a zoning lot, except in certain cases. In the list of available exceptions, a planned development, defined below, is the only case suitable for the proposal.

A development occurring on a parcel under single ownership or unified control which is developed as a unit and includes two (2) or more principal buildings or uses and is processed under the planned development procedure of this title” (See section 12-3-5, "Planned Unit Developments", of this title.) (Section 12-13-3, Zoning Ordinance).

The purpose of a PUD is to permit a type of development that aligns with the characteristics in Section 12-3-5.A of the Zoning Ordinance, which are listed below along with staff’s assessment of each in relation to the attached Preliminary PUD Plat provided by the petitioner.

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Preliminary PUD Plat Review	
<i>Item</i>	<i>Analysis (based on Proposal)</i>
A maximum choice in the types of environment available to the public by allowing a development that would not be possible under the strict application of the other sections of this title	Provides an additional housing option with increased density and multiple principal buildings that is not permitted elsewhere in the Zoning Ordinance.
Permanent preservation of common open space and recreation areas and facilities	Creates common open space and/or recreation area where there is none currently.
A pattern of development to preserve natural vegetation, topographic and geologic features	Includes a tree prevention plan to minimize impacts to vegetation and physical site features.
A creative approach to the use of land and related physical facilities that results in better development and design and the construction of aesthetic amenities	Building design/layout provides a defined separation between paved areas and common space; provides adequate screening between these areas and neighboring lots.
An efficient use of the land resulting in more economic networks of utilities, streets and other facilities	Utilizes existing private drive to reduce curb cuts onto the street and tie into existing utilities and facilities.
A land use which promotes the public health, safety, and general welfare	Transforms an under-utilized site with dilapidated/unsafe structures to a safer and beneficial use.

Prerequisites: Location, Ownership, and Size

PUDs are authorized in all zoning districts in the City subject to the regulations in Section 12-3-5 of the Zoning Ordinance and are required to be under single ownership and/or unified control. While the subject property is currently not owned by the petitioner, the petitioner does intend to take ownership of the property upon approval of the requests in this application and the annexation of the property. While not part of the Planning and Zoning Board’s purview, staff will require the petitioner to enter into a development and annexation agreement which will need to be approved by the City Council. The establishment of a Homeowner’s Association (HOA) will also be required to manage and maintain the proposed PUD.

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These regulations also specify minimum size requirements for PUDs depending on the zoning district for which it is located. Pursuant to Section 12-3-5.B.3.a of the Zoning Ordinance, the minimum size of a planned unit development must not be less than two acres for a property in the R-3 zoning district. Since the property is less than an acre, the proposed PUD does not meet this requirement and therefore requires a text amendment to the Zoning Ordinance to allow the proposed PUD on the subject property. See the *Text Amendment* request section earlier in the report for additional information.

Parking Requirement

Pursuant to Section 12-9-7, a townhouse (single-family attached) residential use requires a minimum of two off-street parking spaces per dwelling unit plus one common guest space for every four dwelling units. As such, the proposed 16-unit PUD requires a minimum of 36 off-street parking spaces: 32 for direct use of the units and four common guest spaces and two accessible spaces. The attached PUD Site Plan indicates two covered off-street garage spaces for each unit and eight standard parallel parking spaces off the private drive.

PUD Bulk Exceptions

As identified in the R-3 Bulk Regulations table above, the proposal does not meet the minimum rear yard, building design, and density (minimum lot area) regulations. As such, PUD exceptions are required through Section 12-3-5.C.1 (Necessity of Bulk Exceptions), Section 12-3-5.C.2 (Perimeter Yards), and Section 12-3-5.C.6 (General Design).

TENTATIVE PLAT OF SUBDIVISION

Request Description: *Overview*

The proposal includes a subdivision of the subject property from one, 43,476-square-foot lot to 17 lots of record, including a separate lot for each of the 16 units (Lots 1-16) and one lot (Lot 17) for the common area of the PUD.

The attached Tentative Plat of Subdivision, titled Insignia Glen 2 Subdivision, shows the location, boundaries, and size of each lot, which vary from 1,040 to 1,248 square feet in size for the townhouse lots and equates to 20,986 square feet for the single common space lot proposed, totaling 39,290 square feet (0.90-acres). The remaining 4,186 square feet accounts for the portion of the property that extends into the North East River Road right-of-way, which is proposed to be dedicated to Cook County as part of this request.

Building Lines and Easements

The Insignia Glen 2 Subdivision shows the following easements and building lines: (i) a new 25-foot front building setback line along North East River Road where the proposed

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subdivision abuts the street; (ii) a new 10-foot side building setback line along the north and south of the proposed subdivision; (iii) a new 22-foot rear building setback line along the west boundary of the proposed subdivision; (iv) a 2.5-foot cross access easement located on 172 N. East River Road but serves the subject property; and (v) a blanket easement for ingress, egress, public and private utilities, and drainage for Lot 17.

Subdivision Process, Required Public Improvements

Although the petitioner’s request is for a Tentative Plat only at this time, the Board and public may benefit from understanding the requirements of a Final Plat, which is the second step in the subdivision approval process. The steps for Final Plat are articulated in Sections 13-2-4 through 13-2-8 of the Subdivision Regulations. In summary, the Final Plat submittal requires engineering plans that must be approved by the City Engineer, in particular a grading and stormwater management plan.

Ultimately a permit from the Metropolitan Water Reclamation District (MWRD) will be required for construction. Tentative Plat approval does not require submittal of engineering plans. The Engineering review is more detailed for plans at the Final Plat stage, as those are accompanied by civil drawings, which are not required at the Tentative Plat stage.

Regardless, the Department of Public Works and Engineering (PWE) has provided brief comments (attached) based on the submittal. The memo comments that the proposed 4-foot-wide walkway/sidewalk immediately north of the parallel parking should be widened to a minimum seven feet to accommodate for door swing and ability for pedestrians to pass on the walkway.

Standards for Zoning Text Amendment:

The following is a discussion of standards for zoning text amendments from Section 12-3-7.E of the Zoning Ordinance. Rationale for how well the proposal addresses the standards is provided 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. 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;

Please see the Petitioner’s Responses to Standards for Text Amendments.

PZB Additions or Modifications (if necessary): _____

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

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Please see the Petitioner’s Responses to Standards for Text Amendments.

PZB Additions or Modifications (if necessary): _____

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

Please see the Petitioner’s Responses to Standards for Text Amendments.

PZB Additions or Modifications (if necessary): _____

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

Please see the Petitioner’s Responses to Standards for Text Amendments.

PZB Additions or Modifications (if necessary): _____

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

Please see the Petitioner’s Responses to Standards for Text Amendments.

PZB Additions or Modifications (if necessary): _____

Standards for Zoning Map Amendment:

The following is a discussion of standards for zoning map amendments from Section 12-3-7.E of the Zoning Ordinance. 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. 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;

When annexed the subject property will automatically be classified R-1 Single-Family Residential pursuant to Section 12-6-4.B of the Zoning Ordinance, a district similar to the Single-Family Residential District (R4) for which it is classified in unincorporated Cook County. While a single-family residential district is practical for some properties and a new single-family residence could be built on the subject property once annexed, it is not the best and most efficient use of the property, especially when next to existing multiple-unit and townhouse residential developments; R-3 zoning is immediately next to this site in all directions within Des Plaines’ corporate boundaries. In addition, the expansion of housing stock and variety is listed as an overarching principal of the 2019 Comprehensive Plan, which the proposed map amendment and future PUD would accomplish.

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PZB Additions or Modifications (if necessary): _____

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

The subject property is adjacent to townhouse residential zoning to its south and east, but it also is adjacent to single-family residence zoning (Unincorporated Cook County) to its north and west. That said, the existing townhouse PUD at 172 N. East River Road directly abuts the subject property and 210 N. East River Road, both of which are zoned single-family residential (Unincorporated Cook County) and contain single-family residences. The access drive of the townhouse PUD at this address directly abuts the north property line with little to no transition between uses. However, with the current townhouse PUD proposal on the subject property, it can be argued that the proposed layout and design of the PUD would create a smoother and more defined transition between the townhouse PUD use and the single-family residences in unincorporated Cook County to the north and west. In addition, the proposal is consistent with the existing townhouse developments in the immediate area, all of which create additional housing stock and options.

PZB Additions or Modifications (if necessary): _____

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

There are no perceived concerns with the adequacy of public facilities and services for the subject property with the proposed map amendment. The anticipated use of the subject property upon approval of the map amendment would arguably improve the public facilities and services available on the site.

PZB Additions or Modifications (if necessary): _____

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

The proposed map amendment would allow for residential uses that are by nature denser in development. However, there are no perceived concerns that an allowance for denser residential uses would negatively affect surrounding properties by way of traffic, noise, fumes, dust, and odors. Staff is not aware of any issues from the existing higher density residential uses in the immediate area. In addition, it could be argued that the current state of the subject property is in disrepair, and the approval of the map amendment allows for additional residential development types, which could maximize the use of the subject property and improve its overall appearance. It is anticipated that this request could reduce any existing adverse effects on the subject property and an increase the values of neighboring properties, both of which benefit the City.

PZB Additions or Modifications (if necessary): _____

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

The proposed amendment allows for additional uses not currently eligible for the subject property given its default single-family residential zoning designation and repurposes an underutilized/run-down property.

PZB Additions or Modifications (if necessary): _____

PUD Findings of Fact:

The following is a discussion of standards for PUDs from Section 12-3-5 of the Zoning Ordinance. 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 extent to which the Proposed Plan is or is not consistent with the stated purpose of the PUD regulations in Section 12-3-5.A of this title:

The proposed townhouse PUD generally aligns with the stated purposes of PUDs as analyzed in the Preliminary PUD Plat Review table above with a proposed multiple principal building development, designated open/common space, separate vehicular and pedestrian areas, perimeter and interior landscaping areas, and tree prevention plan, all of which foster public health, safety, and general welfare for residents.

PZB Additions or Modifications (if necessary): _____

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

The proposal is intended to meet the ownership/unified control requirements in the Zoning Ordinance. However, it does not meet the minimum size requirement, requiring a text amendment to this portion of the Zoning Ordinance to permit its construction. However, the PZB may determine that the removal of the minimum PUD size requirement for single-family and townhouse (two-family) developments with multiple principal buildings may promote more unique and multiple use developments throughout the city, which could benefit Des Plaines as a whole.

PZB Additions or Modifications (if necessary): _____

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

The proposal departs from the bulk regulations in Section 12-7-2.J of the Zoning Ordinance as it includes a denser townhouse residential development that exceeds the 2,800-square-foot minimum

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lot area requirement and proposes a rear yard building setback of 22 feet, which is less than the required minimum 25-foot-setback. The proposed density is similar to the density on surrounding townhouse developments in the area and allows for additional housing stock in the City. The rear yard building setback deficiency is located on the west side of the lot, which faces a single-family residence. However, the proposed landscape screening around the perimeter of the proposed townhouse PUD is sufficient to provide a defined transition between the two uses. In the addition, the proposed development improves the current conditions of the subject property and development that is in disrepair.

PZB Additions or Modifications (if necessary): _____

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

The proposed design of the townhouse PUD and layout of residential buildings allow for a distinct open space/pedestrian area for all units, consolidated paved vehicular areas, and a defined separation between the two. It does provide for some recreational space in between the residential buildings, which could foster a greater quality of life for its residents. In addition, it substantially improves the aesthetic appearance and reduces adverse effects on the subject property.

PZB Additions or Modifications (if necessary): _____

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

The proposal is consistent with the existing townhouse residential developments to its south and east, especially the townhouse PUD located at 172 N. East River Road, which the proposed PUD development on the subject property is intended to mirror. It also redevelops a blighted property into a multiple unit residential development that will potentially improve surrounding property values.

PZB Additions or Modifications (if necessary): _____

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

The proposal would provide additional housing stock that helps to increase the tax base for the City and improve the economic well-being of Des Plaines. It would also provide extra economic benefit through utility and public service fees that are currently not eligible for the subject property at this time.

PZB Additions or Modifications (if necessary): _____

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7. The extent to which the proposed plan is in conformity with the recommendations of the 2019 Comprehensive Plan:

The proposal increases housing stock and create additional housing options for residences, which aligns with the housing goals and objectives of the Comprehensive Plan. It also redevelops an underutilized property and reduces blighted areas, both of which are promoted by the Comprehensive Plan.

PZB Additions or Modifications (if necessary): _____

PZB Procedure and Recommended Conditions:

Under Section 13-2-3 (Planning and Zoning Board’s Procedure) of the Subdivision Regulations, the PZB has the final authority to approve, approve with conditions, or deny the Tentative Plat of Subdivision request at 180 N. East River Road.

Under Section 12-3-5.D.2.c (Procedure for Review and Decision for PUDS) and Section 12-3-7.D (Procedure for Review and Decision for Amendments) of the Zoning Ordinance, the PZB has the authority to *recommend* that the City Council approve, approve with modifications, or deny the above-mentioned requests at 180 N. East River Road. The City Council has final authority on these requests.

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

Zoning Recommendations to City Council

- A motion pursuant to Section 12-3-7.E of the Zoning Ordinance to *recommend* to City Council to approve, approve with modifications, or deny the proposed Text Amendments.
- A motion pursuant to Section 12-3-7.E of the Zoning Ordinance to *recommend* to City Council to approve, approve with modifications, or deny the proposed Map Amendment.
- A motion pursuant to Section 12-3-5.E of the Zoning Ordinance to *recommend* to City Council to approve, approve with modifications, or deny the request for a Conditional Use for a Preliminary PUD, with exceptions for minimum lot area, building design, and minimum required rear yard; and

Subdivision Approval (Tentative Plat)

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

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If the PZB recommends approval, staff recommends the following conditions.

Conditions of Approval:

1. All proposed improvements and modifications shall be in full compliance with all applicable codes and ordinances. Drawings may have to be modified to comply with current codes and ordinances.
2. The Final PUD, plat, and site plan documents shall be revised to provide either (i) a minimum 7-foot-wide walkway/sidewalk adjacent to the proposed parallel parking or (ii) sufficient buffer through curb or planting strip to accommodate door swing, as well as any other revisions required of the Public Works and Engineering Department in the attached memo.
3. Improvements to the private drive for driveway curb cuts and on-street parking shall comply with the cross-access easement recorded with the approved PUD for the Insignia Glen development immediately to the south.
4. All governing documents for the construction and ongoing operation of the proposed development including but not limited to any development/annexation agreements, covenants, conditions, and restrictions, or any operating reciprocal easement agreements must be submitted to and approved by the City’s General Counsel prior to the recording of the Final Plat of PUD or Final Plat of Subdivision.
5. All land use and permitting approvals shall not become effective until the City finalizes approval of annexation of the subject property.

Attachments:

- Attachment 1: Location Map
- Attachment 2: Site and Context Photos
- Attachment 3: Photos of Existing Conditions
- Attachment 4: Petitioner’s Responses to Standards for Map Amendments, Text Amendments, & PUDs
- Attachment 5: Plat of Survey
- Attachment 6: Project Narrative
- Attachment 7: Preliminary PUD Plat (includes Site Plan)
- Attachment 8: Architectural Plans
- Attachment 9: Landscape Plan (includes Tree Preservation Plan)
- Attachment 10: Excerpt from Preliminary Engineering Plans¹
- Attachment 11: Public Works and Engineering (PWE) Department Memo
- Attachment 12: Proposed Text Amendments
- Attachment 13: Tentative Plat of Subdivision

¹ A full copy is available by request to the Department of Community and Economic Development.

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Chair Szabo swore in Todd Polcyn, Petitioner, Len Kleinjan, Engineer, Todd Cox, Architect and Tom Burney, Lawyer.

Mr. Polcyn described the proposed project Insignia Glen 2 at 180 North East River Road. There would be 16 Townhomes. They would be 2 and 3 bedrooms. He explained the projects they have completed in neighboring areas. He said they have a second phase of the property to the south. They are conscious about the layout being consistent. They have been in communication with the property management company for the development in the south. He stated they want to work with them and offered to share the cost to maintain the detention pond and part of the road.

Len Kleinjan, Principal with Haeger Engineering. He is a licensed land surveyor and engineer in Illinois. He explained the project location map at 180 N. East River Road. It is currently located in Unincorporated Cook County. It is just north of the City of Des Plaines limits. One of the requests is to annex and zone into R-3 which is complementary to the adjacent zoning. It will need to be subdivided and a planned unit development is requested. To allow to be a Planned Unit Development. They will need a text amendment to change the size. This property was not considered in the comprehensive plan but appears to be an extension of that area. The intent of the project was to mirror the 16 units on the south for Insignia Glen. Mr. Kleinjan was part of that project in 2002 with Haeger Engineering. Access was granted with the private road with the hope that this development would come to Des Plaines. As part of this request, improvements are included, such as a new entrance along River Rd. Improvements and maintenance costs are associated with this project.

Mr. Kleinjan explained the improvements and new entrance to River Road and the private road. He displayed photos of the property condition. He described the Planned Unit Development site plan. There would be 16 lots. They would be 20 x 52 and 24 x 52 for the corner units. Each townhome will be in its own lot. There is also a common lot with shaded open space. The driveways will be aligned with the south driveways. There will be two car garages. 4 spaces, two in the garage and two in the driveway, are planned. They also propose 8 parallel parking spaces on the development. There is also an extension of the sidewalks that will connect to existing sidewalks.

He stated there is also a preliminary PUD associated with this request that includes what is proposed along with utilities, commercial entrance, water and sewer extensions, driveway and drainage improvements. They will use permeable pavers and large rocks that will help with infiltration to help with volume control. The PUD shows the area and neighborhood conditions. This property is on a hill, and it flows in each direction. Most is draining to the south and it will end up going to E River Rd and the other part will go to the Insignia Glen drainage system and to the Cook County Forest Preserve. They need to subdivide to create the lots for city approval. The slide shows the proposed dedications. They will be subdividing the 16 lots and the common space proposed.

Mr. Kleinjan said that the landscape architect is not here. They are proposing landscaping around the units and in front of the building. There is also a 6-foot board on board fence along the edge of

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the property. The landscape plan includes a tree preservation plan. Many trees cannot be saved, but some will be preserved if they can.

Jay Cox, Architect with Cobu Architecture Studio stated they utilized the footprints by Haeger to create this design. They looked at the neighborhood, site size, grading and integration into Des Plaines. Mr. Cox stated since these are an extension of the homes to the south, they have been considerate and complimentary to that development. It is important to note the elevations are simplified but the materials and design elements are consistent with the development to the south. These units will look the same as the adjacent development. He displayed an elevation slide. He describes the design guidelines, other townhome in Des Plaines and exteriors of Insignia One. He displayed slides showing the front, side and back of the development. He displayed slides of the floor plans including lower, main, and upper floor and detailed unit plans.

Tom Burney has been a land use Attorney for 43 years. He explained the Developer Request. He went over pages 31-37 of the packet which includes the Map Amendment, Text Amendment and Planned Unit Development. He stated that they have been in contact with the Homeowner's Association. He explained the offer to pay 43% of the maintenance of the road and the detention pond. He stated that the two developments would be partners. He stated that they will be adding a new base on the road that will improve the conditions. He stated that the annexation would be a blessing. The property is in disrepair. Once the property is in Des Plaines it will have to follow the rights and obligations. He stated that it is time for the property to come into the rules and regulations. When the property is a PUD, the city will have tools to get what the developer promises. When you look on the zoning map Len showed, everything that the city has zoned in here is R-3. A couple of extra units in this development make sense given the challenges this developer is facing. There is a setback in the rear yard that will be landscaped for the property owner to the west. Those two departures are not out of line, and they are warranted. He stated your responsibility is to determine if this proposed use promotes the public welfare and impact the quiet use and enjoyment. He believes it will do these things and hopes that at the conclusion of the presentations and the hearings that you will recommend approval.

Jonathan Stytz, Senior Planner gave the staff report. He explained the request for 180 North East River Road which includes Annexation, Text Amendment, Map Amendment, Tentative Plat of Subdivision and Planned Unit Development. He reviewed the slides which include Location Map and Background, Site Photos, Overview of Requests, Text Amendments, Existing Standards and Proposed Amendments, Map Amendment, Consideration and Proposed Map Amendment, Proposed PUD Site Plan, Site Plan Review, Preliminary PUD, Proposed PUD Site Plan, Proposed Elevations, Proposed Floor Plans, Tentative Plat of Subdivision, Tentative Plat of Insignia Glen 2 Subdivision and PZB Considerations

Member Catalano asked about the alleys. Are people able to park there?

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Mr. Burney said that they have seen some cities that allow for police power to police those kinds of parking things. This could be entered with a development agreement.

Member Hofherr stated that the property nearby is shown as R-4 single family on the map, are there plans to develop this location at a later time? Has the City discussed this? How do they get to the property? Is that a public access road though?

Mr. Burney stated no, there is a weird flag lot on the Cook County parcel. There is a road that snakes north and gets access to the road.

Mr. Stytz stated there has been no requests to the City that involve the development of that property. The access road is most likely a shared driveway.

Member Hofherr asked if someone comes in for a development back there, would there be proper access to develop that property? He was surprised that this developer isn't looking into adding another set of buildings there. His thought is there that with the private road you are planning, at the west end, you could make access to that property. If you had buildings there, you could access from there.

Mr. Burney stated there is the cul-de-sac bulb at the existing Insignia Glen that goes back. I am not sure the city has reserved that R-4 existing area. Between the two properties, it is possible to provide it. The client was not able to get that property.

Mr. Kleinjan stated the current property has access to the north. There is an access easement that comes down to the South. I am not sure if they are owned by the same person, but you can see the access easement on the aerial. There is no access through this property.

Chair Szabo asked if anyone in the audience has questions.

Chair Szabo swore in Linda Rettberg: 172 N. E. River Rd. She said her concern is traffic. They have 21 units with two people per unit with 2 cars. If the 16 units are built, that will be an additional 32 cars, 74 cars with the existing development. She said that is a lot of traffic for a small road along with delivery trucks. Plus, they have family and friends around the holidays. They like having that curve on the north end of the private road although most people use the south part to be closer to the unit they are visiting. She also stated there is a lot of people walking with children and young families with dogs. She doesn't see that a small road can help accommodate the additional traffic. Ms. Rettenburg also stated as far as the HOA, this would be additional work for them. She is a board member and there are two other board members here. They have full time jobs and families.

Chair Szabo swore in Piotr Niewiaowski, 210 N. E. River Rd: He stated that they are the R-4 property to the west. They are concerned with drainage and privacy. They are one of the properties the lawyer mentioned. They mentioned a 6-foot fence. He stated that the property already gets a lot of water. They would like some water mitigation. There is a retention pond at the Insignia property.

Case 23-045- FPLAT-CU-LASR	2777 Mannheim	Final Plat of Subdivision, Conditional Use, Localized Alternative Sign Regulation
Case 23-042-AX-TA-MAP-TSUB-PUD	180 N. East River Road	Annexation, Text Amendment, Map Amendment, Tentative Plat Subdivision, Planned Unit Development
Case 23-044- V	1378 Margret	Variation

They are concerned about the elevated property proposed. He suggested 8 ft or taller privacy fence. He stated the access road is shared with ComEd and has access to the forest preserve.

Chair Szabo asked if that is access for people to the north and if they share the driveway to this property.

Mr. Niewiaowski stated when the road is west, that is ComEd, when it goes south it is joint ownership with the property owner there.

Chair Szabo swore in Monica Smith, 160 N. E. River Rd: She stated she has a few concerns. They own the R-4 property north to the development. They have a single-family home. There was mention of the fabric of the neighborhood. She stated that fabric is divided and not all townhomes. There are single family homes too. Their concern is privacy with a three-story building looking to the backyard. It is a different quality of life with that many windows. Another concern is noise and 32 cars for parking in garages. Water runoff is a concern. Their water is on a well. It seems densely planned. I am not sure if the retention pond will be enlarged.

Member Veremis said that the property there now is a single-family home. She asked how long it has been vacant.

Todd Polcyn stated that he purchased the property four months ago.

Mr. Burney stated as far as the privacy fence, they can evaluate with staff if an 8-foot fence would be a significant difference. They have seen pictures of what they have been living next to for many years. I would suggest this is a great improvement. They are sensitive to privacy too. In terms of water, is there any community in Chicago that doesn't know more about drainage and flooding than Des Plaines? They will not get approval unless we meet all requirements. They will not increase the flooding problem and in fact will improve it.

Chari Szabo asked if they could please be specific about the flood and sewer plan.

Mr. Kleinjan stated that they do understand there are drainage concerns. The site is on a hill, and it flows in all directions. There is drainage to the north and west. With the improvements, they will have storm sewers and will drain to the permeable paver where there is volume control under the drive ports to hold the water. The water will be sent through the Insignia Glen project into the detention pond and into the forest preserve. The neighbors to the west will have the water issue they are experiencing now that are improved.

Member Weaver stated he commends the petitioner for the permeable pavers, we need more of that in Des Plaines and I thank you for doing that. He asked a question for the staff – staff has drafted 4 motions and 5 conditions of approval. Given the PUD nature of this, the conditions of approval apply all over the place to some motions more than others. If we vote separately, which conditions apply to each motion?

Case 23-045- FPLAT-CU-LASR	2777 Mannheim	Final Plat of Subdivision, Conditional Use, Localized Alternative Sign Regulation
Case 23-042-AX-TA-MAP-TSUB-PUD	180 N. East River Road	Annexation, Text Amendment, Map Amendment, Tentative Plat Subdivision, Planned Unit Development
Case 23-044- V	1378 Margret	Variation

John Carlisle stated all conditions are intended to apply for a PUD. A map and text amendment can't be conditioned. It is tied to the PUD which is the fourth of the requests. He said -let me correct myself – the City Attorney has advised that the map amendments effectiveness to be delayed as a procedural order of operations. The annexation must be approved by Council before the R-3 zoning can take into effect. Condition 5 addresses that. That could be a preliminary PUD condition, but condition 5 is to be expressed in the council approval.

Member Weaver asked if they don't annex, then none of this will matter.

Mr. Carlisle stated except the text amendment, that will apply to all of the city, and it is independent.

Mr. Burney stated for the record, we have no objection to any of the conditions.

A motion was made by Board Member Catalano seconded by Board Member Saletnik to recommend to City Council approval of the Tentative Plat of Subdivision as requested.

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

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

A motion was made by Board Member Catalano seconded by Board Member Saletnik to recommend to City Council approval of the Text Amendment as requested.

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

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

Case 23-045- FPLAT-CU-LASR	2777 Mannheim	Final Plat of Subdivision, Conditional Use, Localized Alternative Sign Regulation
Case 23-042-AX-TA-MAP-TSUB-PUD	180 N. East River Road	Annexation, Text Amendment, Map Amendment, Tentative Plat Subdivision, Planned Unit Development
Case 23-044- V	1378 Margret	Variation

A motion was made by Board Member Catalano seconded by Board Member Saletnik to recommend to City Council approval of the Map Amendment with condition number 5.

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

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

A motion was made by Board Member Catalano seconded by Board Member Weaver to recommend to City Council approval of the Conditional Use for Preliminary PUD as requested with staff conditions 1-4.

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

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

CITY OF DES PLAINES

ORDINANCE Z - 26 - 23

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT AND A PRELIMINARY PLANNED UNIT DEVELOPMENT PLAT FOR 180 N. EAST RIVER ROAD, DES PLAINES, ILLINOIS. (Case #23-042-AX-TA-MAP-TSUB-PPUD).

WHEREAS, MAS Land Investments 2, LLC ("*Developer*") is the contract purchaser of that parcel of real property commonly known as 180 N. East River Road ("*Development Parcel*"), which is located in unincorporated Cook County; and

WHEREAS, the Developer has filed with the City a petition seeking annexation of the Development Property to the City all in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8 ("*Annexation Petition*"); and

WHEREAS, the Development Property is currently improved with one single family home which will be demolished after annexation; and

WHEREAS, there are no electors presently residing on the Development Property; and

WHEREAS, the Developer desires to develop a residential planned development consisting of 16 townhouses ("*Proposed Development*") on the Development Property; and

WHEREAS, on September 18, 2023, the City Council of the City of Des Plaines approved an Annexation Agreement for the Development Property between the City and the Developer ("*Annexation Agreement*") pursuant to Resolution No. R-167-23, pursuant to which the City agreed to zone the Development Property into the R-3 Townhouse Residential District; and

WHEREAS, on _____, 2023, the City Council approved Ordinance No. A-1- 23 annexing the Development Property to the City of Des Plaines; and

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

WHEREAS, pursuant to Sections 12-3-5 and 12-3-7 of the Zoning Ordinance, the Developer ("*Petitioner*") filed an application with the City for the approval of: (i) a map amendment ("*Proposed Map Amendment*") to the "Zoning Map of the City of Des Plaines" ("*Zoning Map*") to classify the Development Property to the R-3 Townhouse Residential District; (ii) a Tentative Plat of Subdivision ("*Tentative Plat of Subdivision*"); and (iii) a preliminary planned unit development plat for the Development Parcel ("*Proposed Preliminary Plat of PUD*"), including certain proposed exceptions within the proposed planned unit development ("*Proposed PUD Exceptions*") (collectively, (i) through (iii) are the "*Requested Relief*"); and

WHEREAS, the petitioner’s application for the Requested Relief was referred by the Department of Community and Economic Development to the Planning and Zoning Board (“**PZB**”) within 15 days after receipt of the application; and

WHEREAS, within ninety (90) days after the date of the Petitioners' application, a public hearing was held by the Board on August 8, 2023, pursuant to publication in the *Des Plaines Journal* on July 19, 2023; and

WHEREAS, notice of the public hearing was mailed to all property owners within 300 feet of the Development Property; and

WHEREAS, during the public hearing the PZB heard testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the provisions of the Zoning Ordinance; and

WHEREAS, pursuant to Section 13-2-2 of the Subdivision Regulations, the Board approved, by a vote of 6-0, to approve the Tentative Plat of Subdivision; and

WHEREAS, pursuant to Sections 12-3-5 and 12-3-7 of the Zoning Ordinance, the Board filed a written report with the City Council on August 9, 2023, summarizing the testimony and evidence received by the Board and stating its recommendation, by a vote of 6-0, to approve the remainder of the Requested Relief, subject to certain conditions; and

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

WHEREAS, the City Council has considered the written report of the Board, the applicable standards for map amendments set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated September 7, 2023, and has determined that it is in the best interest of the City and the public to approve the Requested Relief in accordance with the provisions of this Ordinance;

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

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

SECTION 2. LEGAL DESCRIPTION OF THE DEVELOPMENT PROPERTY. The

Development Property is legally described as:

THE SOUTH 104.8 FEET OF THE EAST 415.65 FEET OF THE NORTH 10 ACRES IN LOT 1 IN ASSESSOR'S DIVISION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-09-402-007-0000

Commonly known as 180 N. East River Road, Des Plaines, Illinois 60016

SECTION 3. APPROVAL OF PROPOSED MAP AMENDMENT. Subject to and

contingent upon the conditions set forth in Section 9 of this Ordinance, and pursuant to Section 12-3-7 of the Zoning Ordinance, the City Council has considered the factors relevant to the approval of map amendments and has determined that the procedure for the review of map amendments has been satisfied. The City Council hereby approves the Proposed Map Amendment, and the Zoning Map is hereby amended to classify the Development Property in the R-3 Townhouse Residential District upon the effectiveness of the Development Property's annexation to the City.

SECTION 4. APPROVAL OF PROPOSED PRELIMINARY PLAT OF PUD. Subject to

and contingent upon the conditions set forth in Section 9 of this Ordinance, and pursuant to Section 12-3-5 of the Zoning Ordinance, the City Council hereby approves the Proposed Preliminary Plat of PUD, which consists of the following plans:

- A. "Preliminary PUD Plat of Insignia Glen 2," consisting of two sheets, prepared by Haeger Engineering, and with a latest revision date of August 1, 2023;
- B. "PUD Site Plan," consisting of one sheet, prepared by Haeger Engineering, and with a latest revision date of August 1, 2023;
- C. "Architectural Plans for Insignia Glen 2," consisting of ten sheets, prepared by CoBu Architecture Studio, and with a latest revision date of August 1, 2023; and

D. “Preliminary Landscape Plan and Tree Survey and Preservation Plan,” consisting of two sheets, prepared by J. Davito Design, Inc., and with a latest revision date of June 30, 2023; and

E. “Insignia Glen 2 Preliminary Engineering Plans,” consisting of five sheets, prepared by Haeger Engineering, and with a latest revision date of August 1, 2023

(collectively, the "***Proposed Preliminary Plat of PUD***"), copies of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit A**. The City Council hereby directs the Zoning Administrator to accept the Proposed Preliminary Plat of PUD for the Subject Property, subject to and contingent upon the conditions set forth in Section 9 of this Ordinance.

SECTION 5. ACKNOWLEDGEMENT OF REQUEST FOR PUD EXCEPTIONS. The City Council hereby acknowledges that pursuant to Section 12-3-5.C of the Zoning Ordinance, the Petitioner has requested, and the Proposed Preliminary Plat of PUD contemplates, three exceptions to the bulk regulations of the R-3 Townhouse District: (1) to permit a minimum lot area of 1,040 square feet per dwelling unit, where a minimum of 2,800 square feet per dwelling unit is required, as set forth in Section 12-7-3.F of the Zoning Ordinance and (2) to permit a rear yard setback of 24 feet where a minimum rear yard setback of 30 feet is required. At the time of consideration of a proposed final plat of planned unit development ("***Final Plat of PUD***") for the Subject Property, a final plat of subdivision for the Subject Property, and a final development plan for the Subject Property, the City Council will consider approval the Proposed PUD Exceptions.

SECTION 6. SUBMISSION OF FINAL PLAT OF PUD AND FINAL PLAT OF SUBDIVISION. Pursuant to and in accordance with Section 12-3-5.D.3 of the Zoning Ordinance and Section 13-2-4 of the Subdivision Code, the adoption of this Ordinance authorizes the Petitioner to submit a Final Plat of PUD and a final plat of subdivision for the Subject Property to the City.

SECTION 7. EFFECT OF APPROVAL OF PROPOSED PRELIMINARY PLAT OF PUD. Pursuant to Section 12-3-5.D.3 of the Zoning Ordinance, the approval of the Proposed Preliminary

Plat of PUD for the Subject Property, as provided in Section 5 of this Ordinance, will not be deemed or interpreted as authorizing or entitling the development or the improvement of the Subject Property in any manner whatsoever unless and until the City Council approves, by ordinance or resolution duly adopted, as the case may be: (i) a conditional use permit for a planned unit development for the Subject Property, pursuant to Section 12-3-5.D.5 of the Zoning Ordinance; and (ii) a final plat of subdivision for the Subject Property, pursuant to Section 13-2-8 of the Subdivision Regulations. Nothing herein will be deemed or interpreted as obligating or requiring the City Council to approve a conditional use permit for a planned unit development or a final plat of subdivision. Further, the City Council has no obligation to consider or approve a conditional use permit for a planned unit development or a final plat of subdivision unless and until:

A. The Petitioner complies with the applicable procedures for the review and approval of a Final Plat of PUD for the Subject Property, as set forth in Section 12-3-5.D.5 of the Zoning Ordinance; and

B. The Petitioner complies with the applicable procedures for review and approval of a final plat of subdivision for the Subject Property, as set forth in Chapter 2 of the Subdivision Regulations.

SECTION 8. CONDITIONS OF APPROVAL. The approvals granted in Sections 3, 4, and 5 of this Ordinance are expressly subject to and contingent upon compliance by the Petitioner with each and all of the following conditions, all at the sole cost and expense of the Petitioner:

A. All proposed improvements and modifications shall be in full compliance with all applicable codes and ordinances. Drawings may have to be modified to comply with current codes and ordinances.

B. The Final PUD, plat, and site plan documents shall be revised to provide either (i) a minimum 7-foot-wide walkway/sidewalk adjacent to the proposed parallel parking or (ii) sufficient buffer through curb or planting strip to accommodate door swing, as well as any other

revisions required of the Public Works and Engineering Department in the attached memo.

C. Improvements to the private drive for driveway curb cuts and on-street parking shall comply with the cross-access easement recorded with the approved PUD for the Insignia Glen development located immediately to the south of the Development Property.

D. All governing documents for the construction and ongoing operation of the proposed development including but not limited to any development/annexation agreements, covenants, conditions, and restrictions, or any operating reciprocal easement agreements must be submitted to and approved by the City's General Counsel prior to the recording of the Final Plat of PUD or Final Plat of Subdivision.

E. All land use and permitting approvals shall not become effective until the City finalizes approval of annexation of the subject property.

SECTION 9. TIME PERIOD FOR SUBMISSION OF FINAL PLAT OF PUD AND FINAL PLAT OF SUBDIVISION. Pursuant to and in accordance with Section 12-3-5.D.3 of the Zoning Ordinance and Section 13-2-10.B of the Subdivision Regulations, respectively, the Petitioner must submit for review by the City: (a) a Final Plat of PUD for the Subject Property no later than the date that is 12 months after the effective date of this Ordinance; and (b) a final plat of subdivision for the Subject Property no later than the date that is 12 months after the effective date of the approval of the Tentative Plat of Subdivision by the PZB.

SECTION 10. EFFECTIVE DATE. This Ordinance shall be in full force and effect upon:

- A. its passage and publication in pamphlet form in the manner required by law;
- B. execution and recordation of an Annexation Agreement between the City and the Petitioner for the Development Property;
- C. payment by the Petitioner of all amounts due pursuant to Sections 9 and 11 of the Agreement.

SECTION 11. SEVERABILITY. If any paragraph, section, clause or provision of this

Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

PASSED this__ day of_____, 2023.

APPROVED this_____ day of_____ 2023.

VOTE: AYES_____NAYS _____ABSENT _____

MAYOR

ATTEST:

CITY CLERK

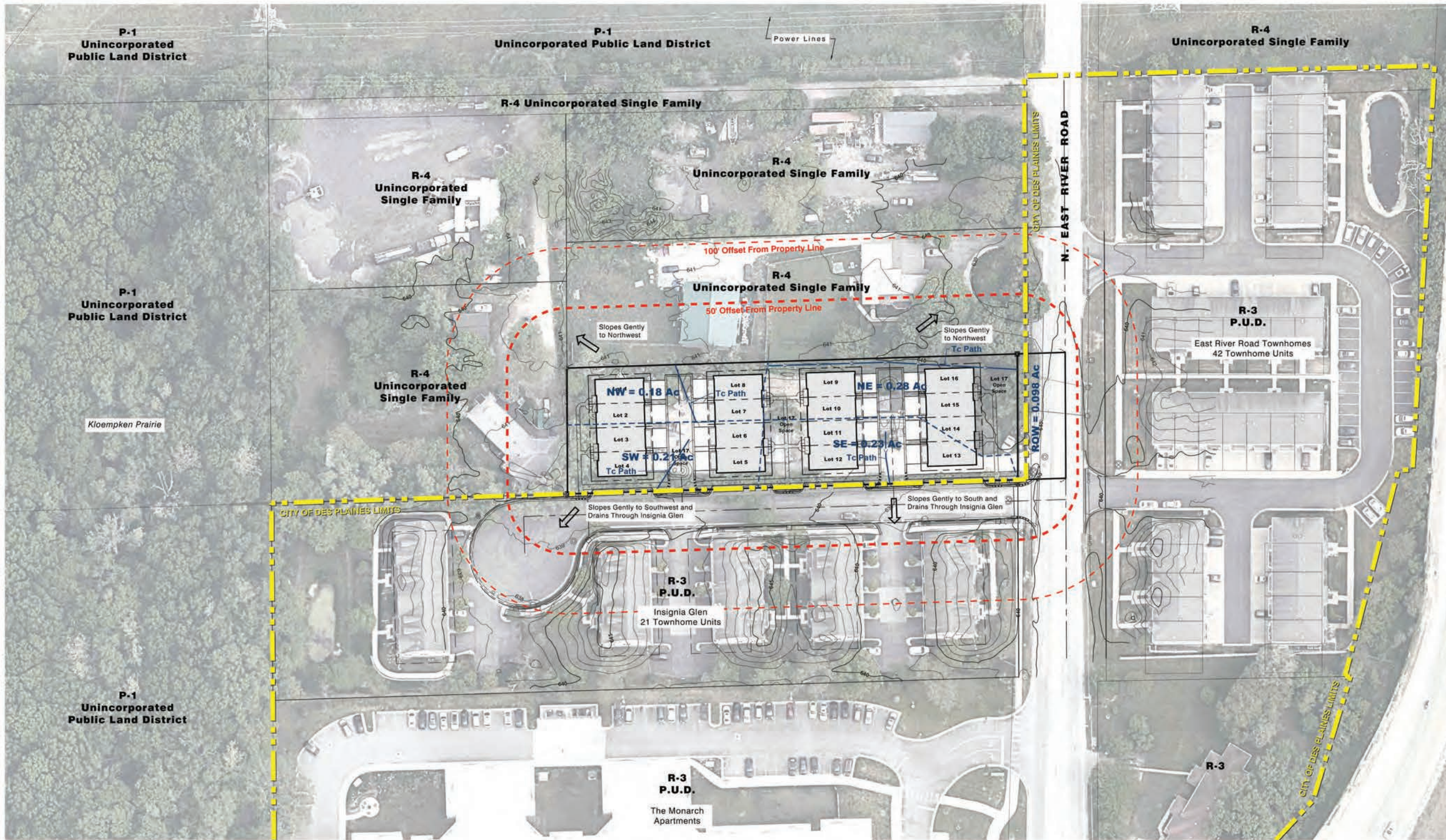
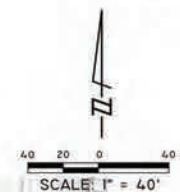
Published in pamphlet form this
_____ day of_____, 2023.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

PRELIMINARY PLANNED UNIT DEVELOPMENT PLAT OF INSIGNIA GLEN 2



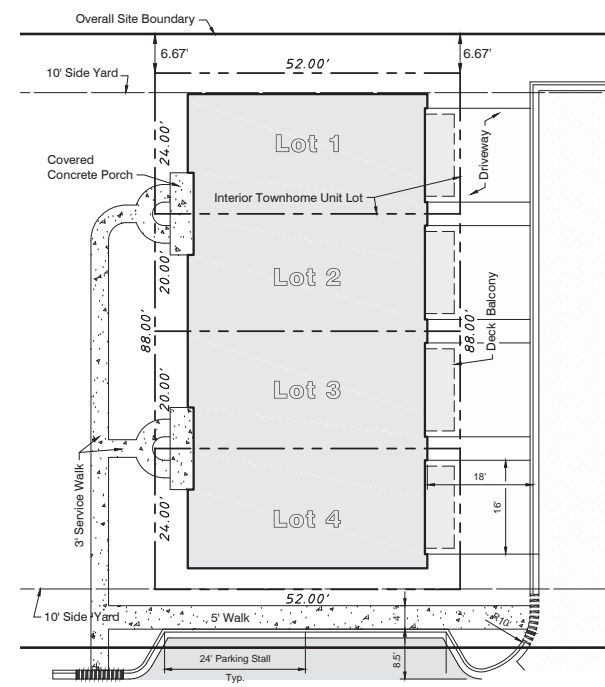
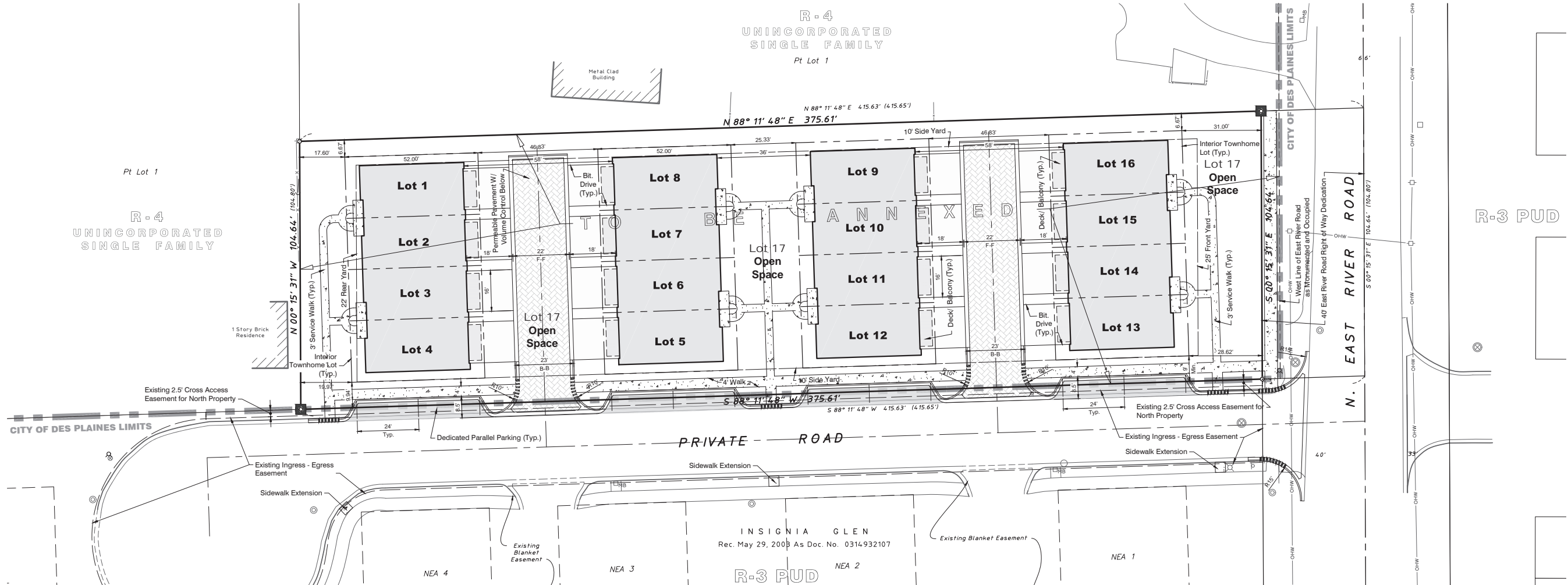
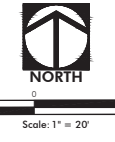
- Notes:**
1. Contours and adjacent parcels shown are courtesy of Cook County GIS. Aerial image is courtesy of Google Earth.
 2. Information on adjacent properties is from available public records and is shown for general reference purposes only.
 3. There is no flood plain on or immediately adjacent to the parcel.

Originally Prepared: 08/1/2023 Project No. 23-067

HAEGER ENGINEERING
consulting engineers land surveyors

100 East State Parkway, Schaumburg, IL 60173
Tel: 847.374.6600 Fax: 847.374.6608
Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

No.	Date	Revision



Lot Detail
Not to Scale

LEGAL DESCRIPTION

THE SOUTH 104.8 FEET OF THE EAST 415.65 FEET OF THE NORTH 10 ACRES IN LOT 1 IN ASSESSOR'S DIVISION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Lot Area Summary		
	Area (ac.)	Area (sf)
Gross Site Area	0.99807	43,476
R.O.W. Dedication	0.09609	4,186
Net Site Area	0.90198	39,290
Lot Areas		
Lot 1	0.02865	1,248
Lot 2	0.02388	1,040
Lot 3	0.02388	1,040
Lot 4	0.02865	1,248
Lot 5	0.02865	1,248
Lot 6	0.02388	1,040
Lot 7	0.02388	1,040
Lot 8	0.02865	1,248
Lot 9	0.02865	1,248
Lot 10	0.02388	1,040
Lot 11	0.02388	1,040
Lot 12	0.02865	1,248
Lot 13	0.02865	1,248
Lot 14	0.02388	1,040
Lot 15	0.02388	1,040
Lot 16	0.02865	1,248
Lot 17 Open Space	0.48178	20,986
Total	0.90198	39,290

Site Data		
	ac.	s.f.
Gross Site Area	1.00	43,476
R.O.W. Dedication	0.10	4,186
Net Site Area	0.90	39,290
Total No. of Units	16	
Net Density	17.7 d.u./ac.	
	2,456 s.f./d.u.	
Parking Summary		
Garage Stalls	32 @2.0:1	
Driveway Spaces	32 @2.0:1	
Parallel Guest Stalls	8 @0.5:1	
Total Parking	72 @4.5:1	

City Ordinance Metrics		
	Required R-3	Provided
Building Height	45'	35'-8.5"
Yard Summary		
Front	25'	25'
Rear	30*	22'
Side	10*	10'
*For buildings over 35'		
Minimum Lot Area/ Unit	2,800	2,456
Parking Summary		
Parking - 2/d.u.	32	64
Guest Parking - 0.25/d.u.	4	8

Note:
Lot 17 is an "Open Space/ Common Area and Blanket Easement for Ingress / Egress, Public Utilities, Private Utilities and Drainage" benefiting Lots 1 to 16.
The current zoning is Cook County R-4 Single Family Residence. Proposed zoning is City of Des Plaines R-3 Townhouse Residential District PUD.

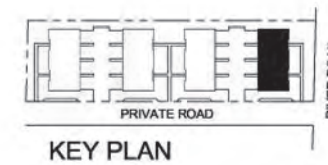
HAEGER ENGINEERING
consulting engineers • land surveyors
100 East State Parkway, Schaumburg, IL 60173 • 618-847-3946/6608 Fax: 847-394-6608
Illinois Professional Design Firm License No. 184-0003152
www.haegerengineering.com

P.U.D. SITE PLAN
INSIGNIA GLEN 2
180 NORTH EAST RIVER ROAD
CITY OF DES PLAINES, COOK COUNTY, ILLINOIS

Project Manager: L A K
Engineer: R F V
Date: 6-30-2023
Project No.: 23-067
Sheet: 1/1



KEY LOT ALONG N. EAST RIVER ROAD
ASSEMBLY FRONT ELEVATION
 Scale: 1/4" = 1'-0" @ 22x34 layout



INSIGNIA GLEN 2 - TOWNHOMES
 180 N. EAST RIVER ROAD
 DES PLAINES, IL

CōBū ARCHITECTURE STUDIO

111 North Avenue, Suite 207
 Barrington, IL 60010
 312-410-1260

August 1, 2023





KEY LOT ALONG N. EAST RIVER ROAD
ASSEMBLY LEFT ELEVATION

Scale: 1/4" = 1'-0" @ 22x34 layout

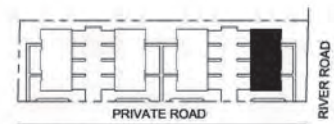


KEY PLAN



KEY LOT ALONG N. EAST RIVER ROAD
ASSEMBLY RIGHT ELEVATION

Scale: 1/4" = 1'-0" @ 22x34 layout



KEY PLAN

INSIGNIA GLEN 2 - TOWNHOMES
 180 N. EAST RIVER ROAD
 DES PLAINES, IL

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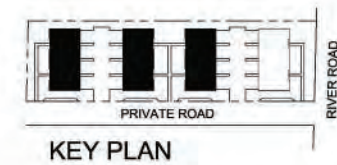
August 1, 2023





TYPICAL
ASSEMBLY FRONT ELEVATION

Scale: 1/4" = 1'-0" @ 22x34 layout



INSIGNIA GLEN 2 - TOWNHOMES
 180 N. EAST RIVER ROAD
 DES PLAINES, IL

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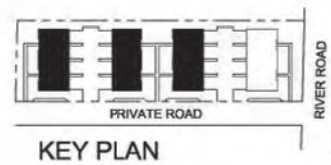
August 1, 2023





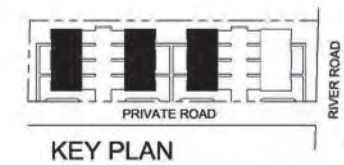
TYPICAL
ASSEMBLY LEFT ELEVATION

Scale: 1/4" = 1'-0" @ 22x34 layout



TYPICAL
ASSEMBLY RIGHT ELEVATION

Scale: 1/4" = 1'-0" @ 22x34 layout



INSIGNIA GLEN 2 - TOWNHOMES
180 N. EAST RIVER ROAD
DES PLAINES, IL

CōBŪ ARCHITECTURE STUDIO

111 North Avenue, Suite 207
Barrington, IL 60010
312-410-1260

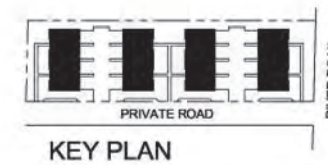
August 1, 2023





TYPICAL
ASSEMBLY REAR ELEVATION

Scale: 1/4" = 1'-0" @ 22x34 layout



INSIGNIA GLEN 2 - TOWNHOMES
 180 N. EAST RIVER ROAD
 DES PLAINES, IL

CōBŪ ARCHITECTURE STUDIO

111 North Avenue, Suite 207
 Barrington, IL 60010
 312-410-1260

August 1, 2023



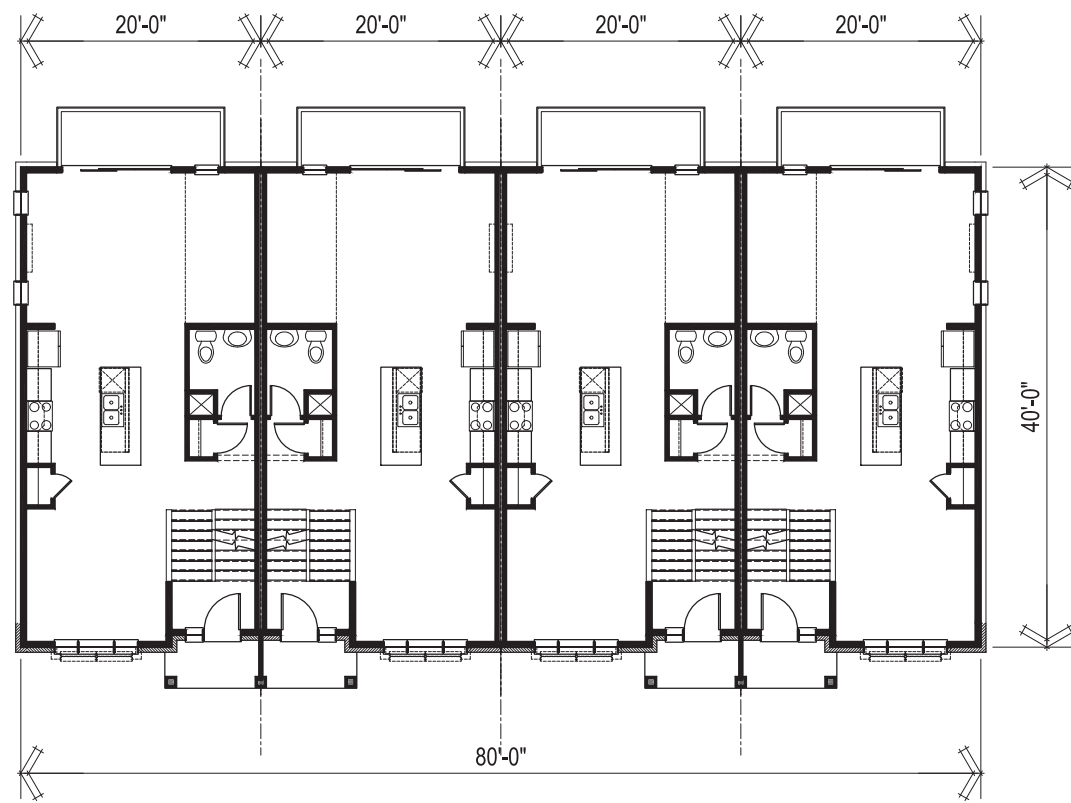


MATERIAL BOARD

INSIGNIA GLEN 2 - TOWNHOMES
 180 N. EAST RIVER ROAD
 DES PLAINES, IL

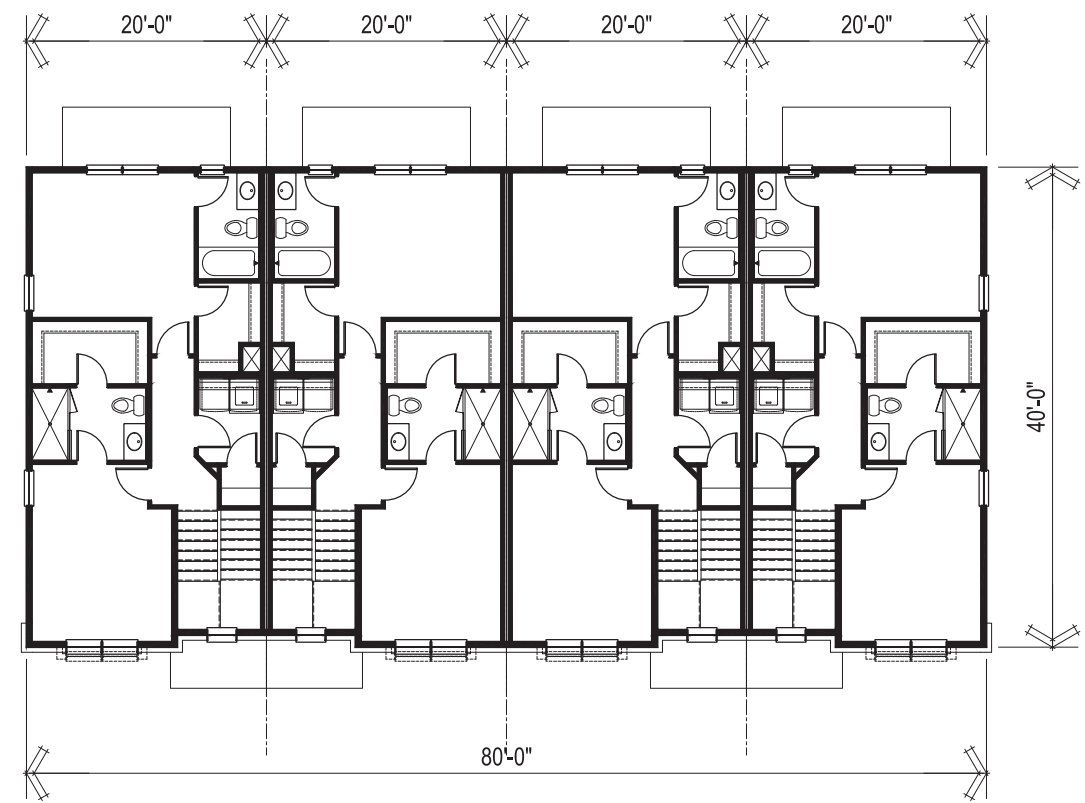
CōBŪ ARCHITECTURE STUDIO
 111 North Avenue, Suite 207
 Barrington, IL 60010
 312-410-1260
 August 1, 2023





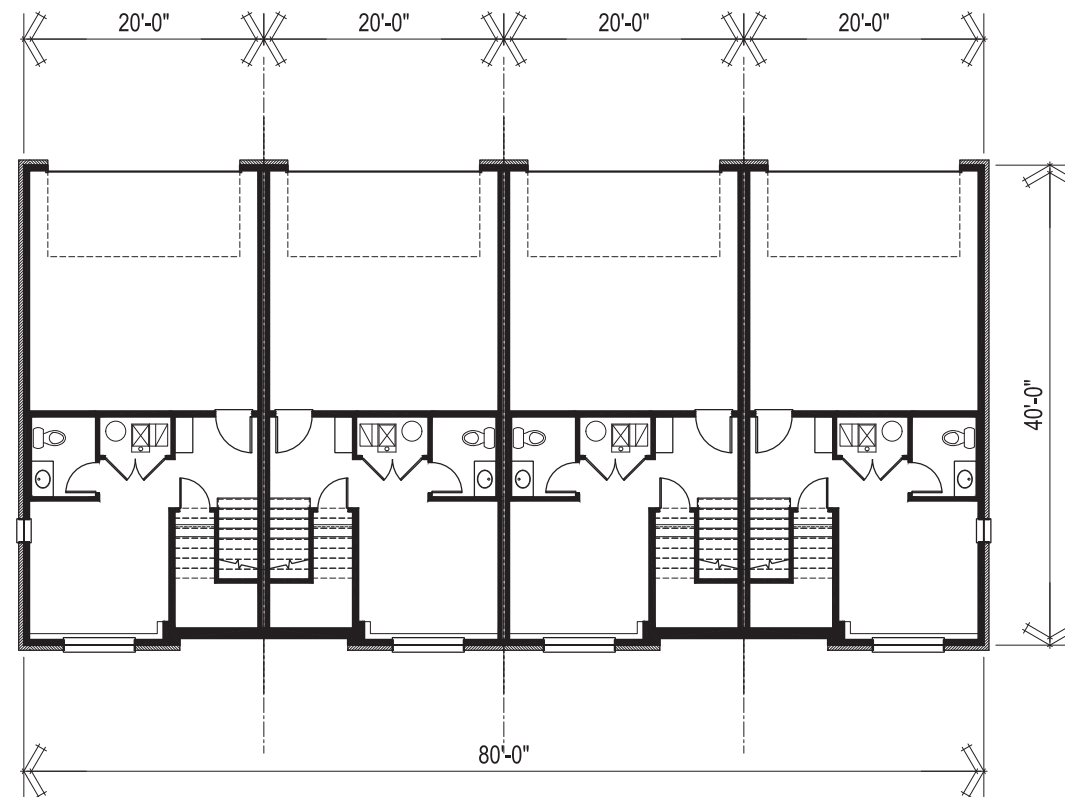
MAIN FLOOR ASSEMBLY PLAN

Scale: 1/8" = 1'-0" @ 22x34 layout



UPPER FLOOR ASSEMBLY PLAN

Scale: 1/8" = 1'-0" @ 22x34 layout



LOWER FLOOR ASSEMBLY PLAN

Scale: 1/8" = 1'-0" @ 22x34 layout

INSIGNIA GLEN 2 - TOWNHOMES
 180 N. EAST RIVER ROAD
 DES PLAINES, IL

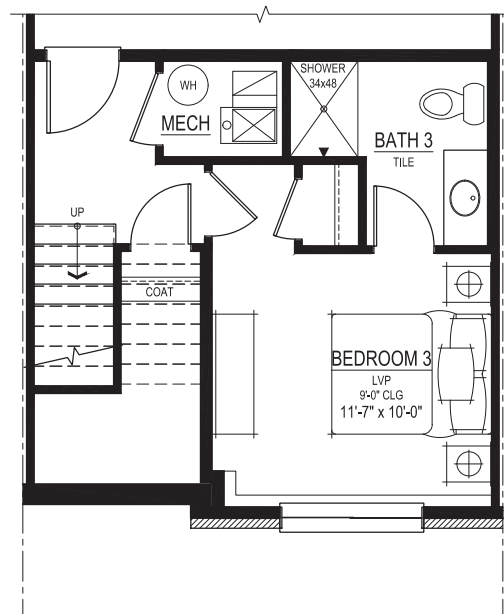
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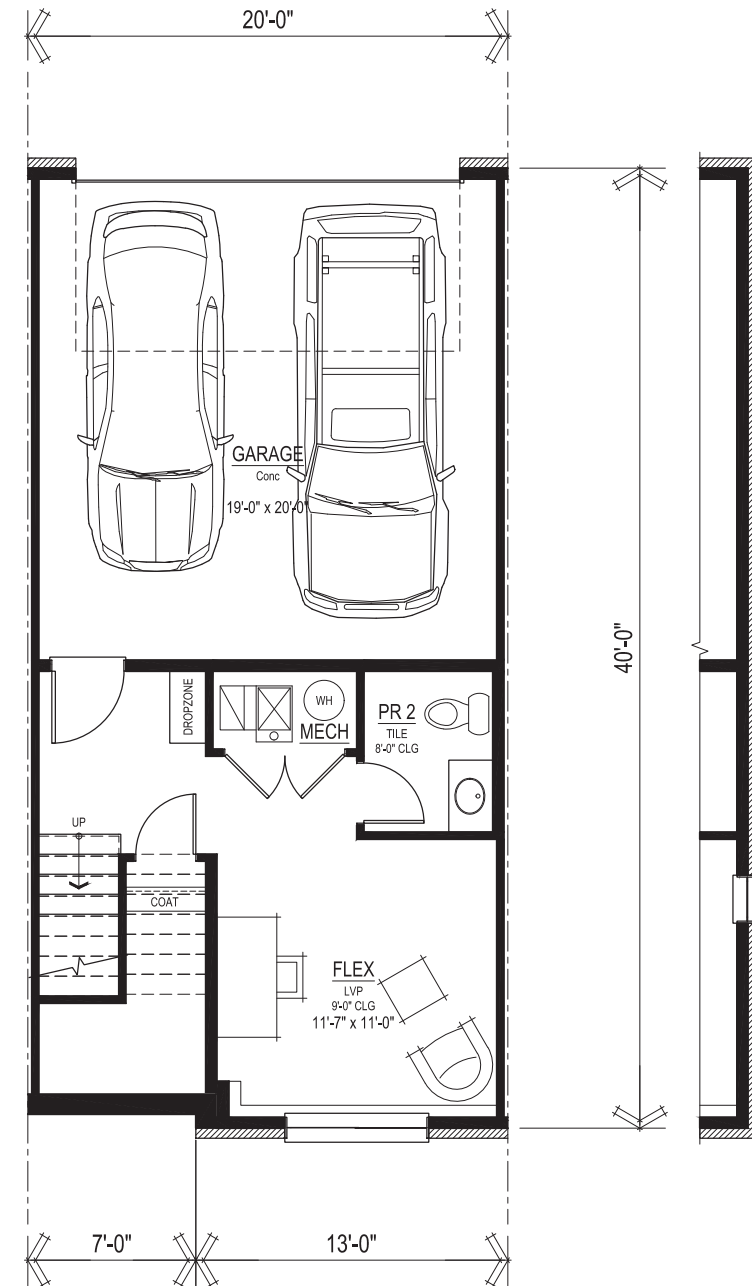


SQUARE FOOTAGES	
LOWER FLOOR	386
MAIN FLOOR	793
UPPER FLOOR	715
SUBTOTAL	1894
GARAGE	410
PORCH	35
DECK	70
TOTAL	2409



OPT. BEDROOM 3 / BATH 3

Scale: 1/4" = 1'-0" @ 22x34 layout



LOWER FLOOR PLAN

Scale: 1/4" = 1'-0" @ 22x34 layout

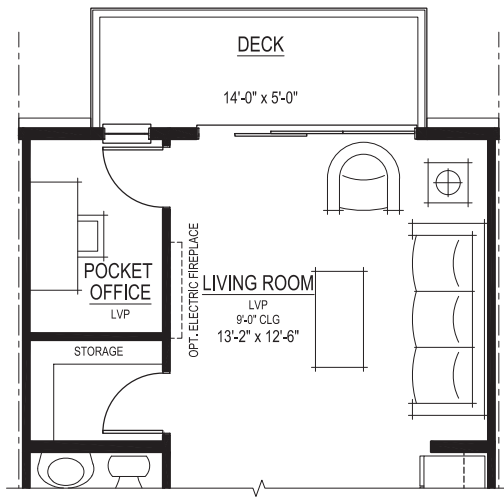
INSIGNIA GLEN 2 - TOWNHOMES
 180 N. EAST RIVER ROAD
 DES PLAINES, IL

CōBŪ ARCHITECTURE STUDIO

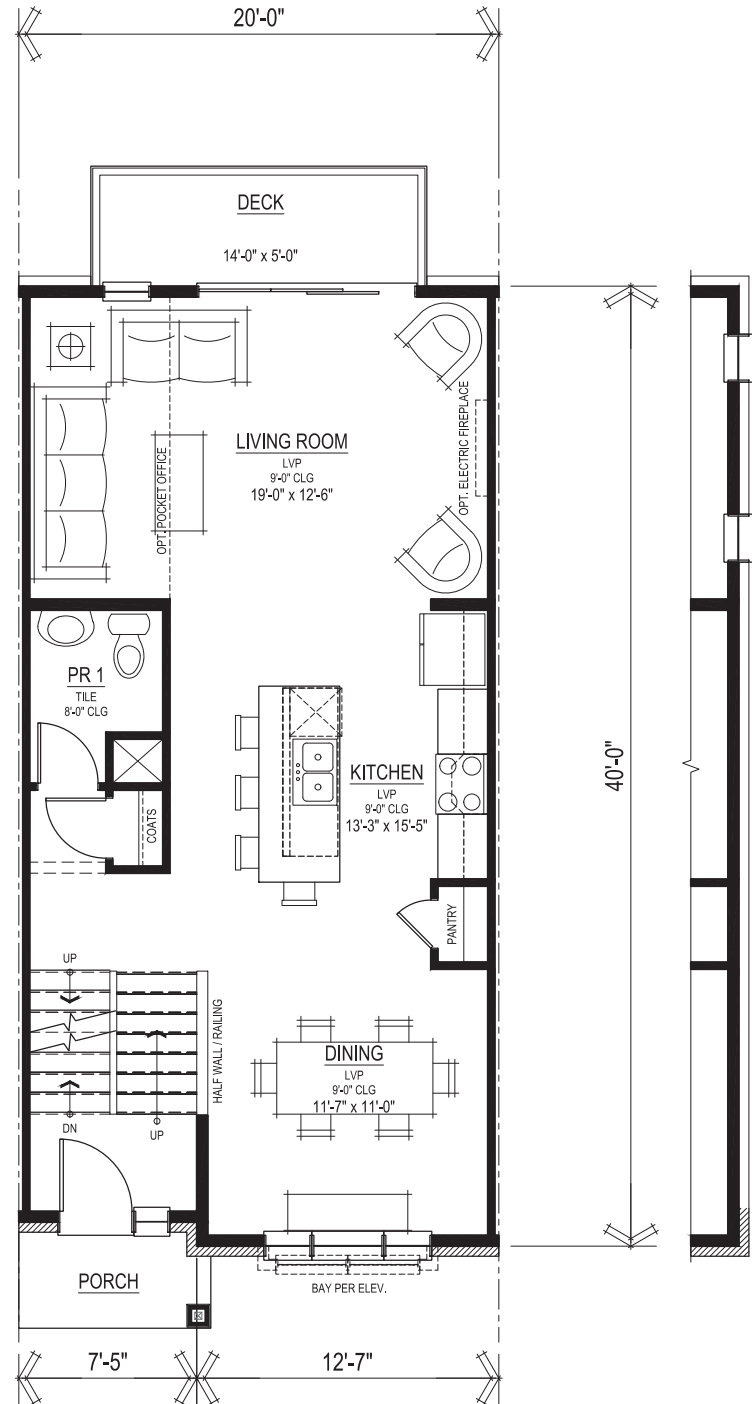
111 North Avenue, Suite 207
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August 1, 2023

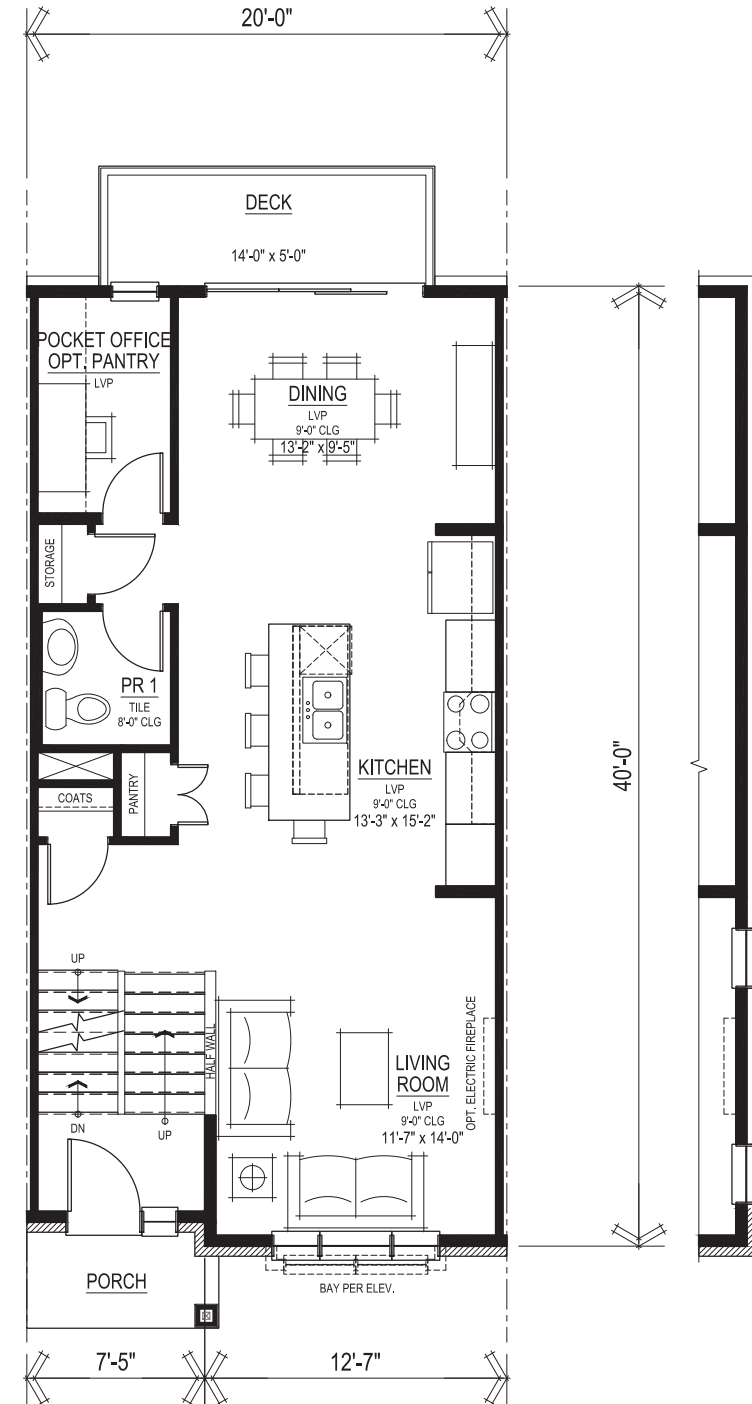




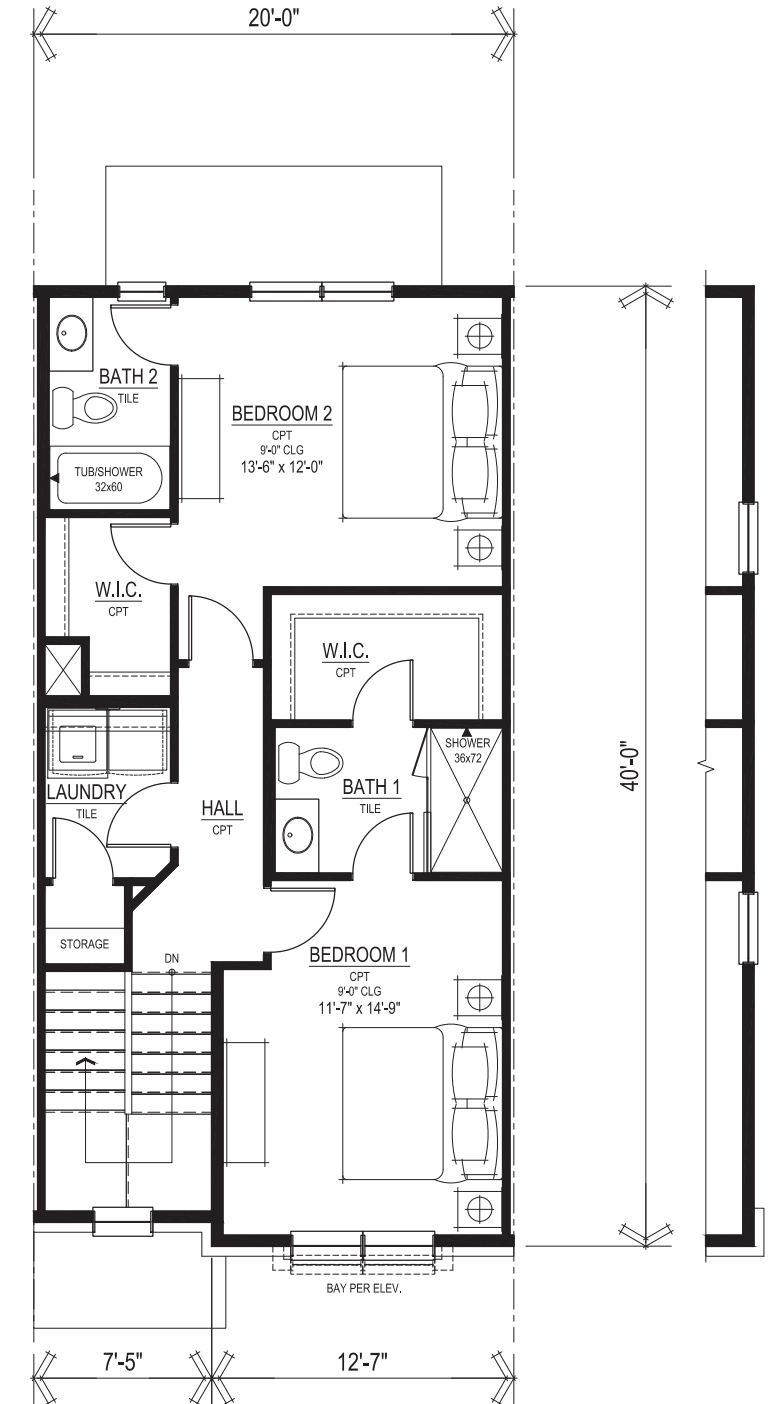
LAYOUT #1 OPT. POCKET OFFICE
Scale: 1/4" = 1'-0" @ 22x34 layout



MAIN FLOOR PLAN LAYOUT #1
Scale: 1/4" = 1'-0" @ 22x34 layout



MAIN FLOOR PLAN LAYOUT #2
Scale: 1/4" = 1'-0" @ 22x34 layout



UPPER FLOOR PLAN
Scale: 1/4" = 1'-0" @ 22x34 layout

INSIGNIA GLEN 2 - TOWNHOMES
180 N. EAST RIVER ROAD
DES PLAINES, IL

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August 1, 2023





FRONT VIEW



REAR VIEW



STREET VIEW

EXISTING FOREST GLEN -
3 BEDROOM TOWNHOMES

INSIGNIA GLEN 2 - TOWNHOMES
180 N. EAST RIVER ROAD
DES PLAINES, IL

CōBŪ ARCHITECTURE STUDIO

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312-410-1260

August 1, 2023





Scale: 1" = 20'

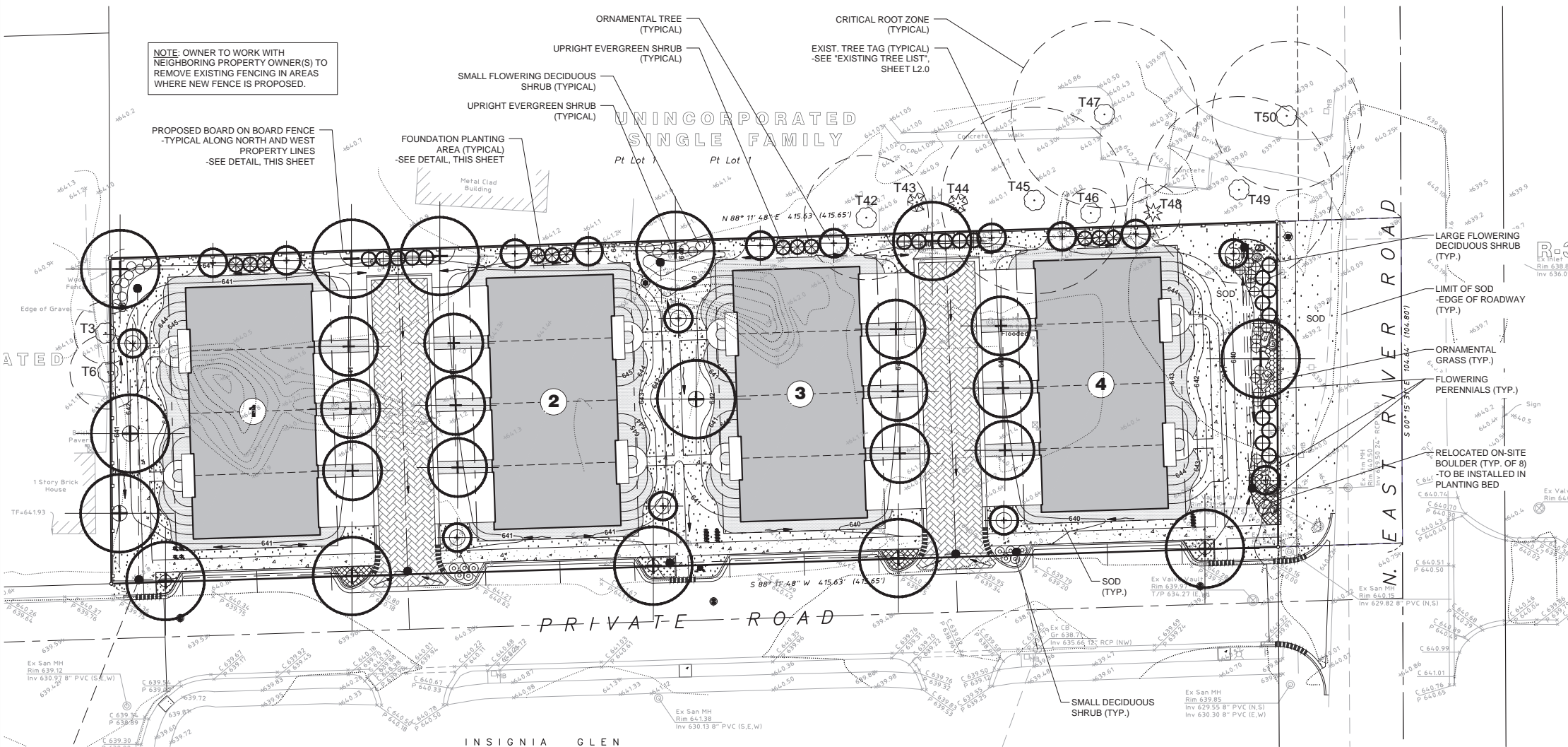
PROPOSED PLANT SCHEDULE

SYMBOL	KEY	COMMON/LATIN NAME	SIZE	CONDITION	SPACING	QUANTITY
NOTE: ALL PLANT MATERIAL TO BE SELECTED FROM THIS LIST						
SHADE TREES						
AL		REDMOND AMERICAN LINDEN TILIA AMERICANA	2.5' CAL.	B & B	SPECIMEN	0
BC		SHAWNEE BRAVE BALD CYPRESS TAXODIUM DISTICHUM	2.5' CAL.	B & B	SPECIMEN	0
GP		PRINCETON SENTRY GINKGO GINKGO BILOBA	2.5' CAL.	B & B	SPECIMEN	0
HL		SKYLINE HONEYLOCUST GLEDITSIA TRIACANTHOS VAR. INERMIS	2.5' CAL.	B & B	SPECIMEN	0
KC		KENTUCKY COFFEETREE GYMNOCLADUS DIOICUS 'ESPRESSO'	2.5' CAL.	B & B	SPECIMEN	0
ORNAMENTAL TREES						
ER		EASTERN REDBUD CERCIS CANADENSIS	6' HT.	B & B	SPECIMEN	0
FC		RED JEWEL FLOWERING CRABAPPLE MALUS SPECIES	6' HT.	B & B	SPECIMEN	0
RB		RIVER BIRCH BETULA NIGRA	6' HT.	B & B	SPECIMEN	0
SB		ALLEGHENY SERVICEBERRY AMELANCHIER LEAVIS	6' HT.	B & B	SPECIMEN	0
EVERGREEN SHRUBS						
DY		DENSE YEW TAXUS X MEDIA DENSIFORMIS	24"	B & B	3' O.C.	0
EA		EMERALD GREEN ARBORVITAE THUJA OCCIDENTALIS SMARAGD	5' HT.	B & B	4.5' O.C.	0
KJ		KALLAY JUNIPER JUNIPERUS CHINENSIS VAR. KALLAY'S COMPACT	24"	B & B	3' O.C.	0
DECIDUOUS SHRUBS						
AC		DWARF ALPINE CURSANT RIBES ALPINUM GREEN MOUND	24"	B & B	3' O.C.	0
AV		ARROWWOOD VIBURNUM VIBURNUM DENTATUM CHICAGO LUSTRE	36"	B & B	4.5' O.C.	0
CI		ILLINOIS BEAUTY CHOKEBERRY ARONIA MELANOCARPA MORTON	24"	B & B	3' O.C.	0
DK		KODIAK RED DIERVILLA DIERVILLA G2X85411	24"	B & B	3' O.C.	0
GS		GRASS-LIKE SUMAC RHLUS AROMATICA	24"	B & B	3' O.C.	0
LH		LIMELIGHT HYDRANGEA HYDRANGEA PANICULATA	36"	B & B	4.5' O.C.	0
ML		MISS KIM LILAC SYRINGA PATULA	24"	B & B	3' O.C.	0
SG		GOLDFLAME SPIREA SPIREA X BUMALDA	24"	B & B	3' O.C.	0
GROUNDCOVERS AND PERENNIALS						
KG		KARL FOERSTER FEATHER REED GRASS CALAMAGROSTIS ACUTIFLORA	3G.	CONTR.	3' O.C.	0
PM1		PERENNIAL MIX #1 STELLA DE ORO DAYLILY / HEMEROCALLIS SPECIES 60% RUSSIAN SAGE / PERVOUSKIA ATRIPPLICIFOLIA LITTLE SPIRE 40%	1G.	CONTR.	1.5' O.C.	0
PM2		PERENNIAL MIX #2 AUTUMN MOOR GRASS / SESLARIA AUTUMNALIS 60% KIT KAT CATMINT / NEPETA FAASSENII 40%	1G.	CONTR.	1.5' O.C.	0
PM3		PERENNIAL MIX #3 DWARF PRAIRIE DROPSIDE / SPOROBIOLIS HETEROLEPIS TARA 25% HOBBLE GAYFEATHER / LIATRIS SPICATA 15% PIXIE MEADOWBRIGHT CONEFLOWER / ECHINACEA C86 CONE 2 25% WALKERS LOW CATMINT / NEPETA X RACEMOSA 25% WHITE GAYFEATHER / LIATRIS FLORISTAN WHITE 10%	1G.	CONTR.	2' O.C.	0
SOD		SOD (BLUEGRASS VARIETY)	S.Y.			0

* IF B & B PLANTS ARE NOT AVAILABLE DUE TO TIME OF SEASON, CONTAINER PLANTS MAY BE SUBSTITUTED, AS APPROVED BY THE LANDSCAPE ARCHITECT.

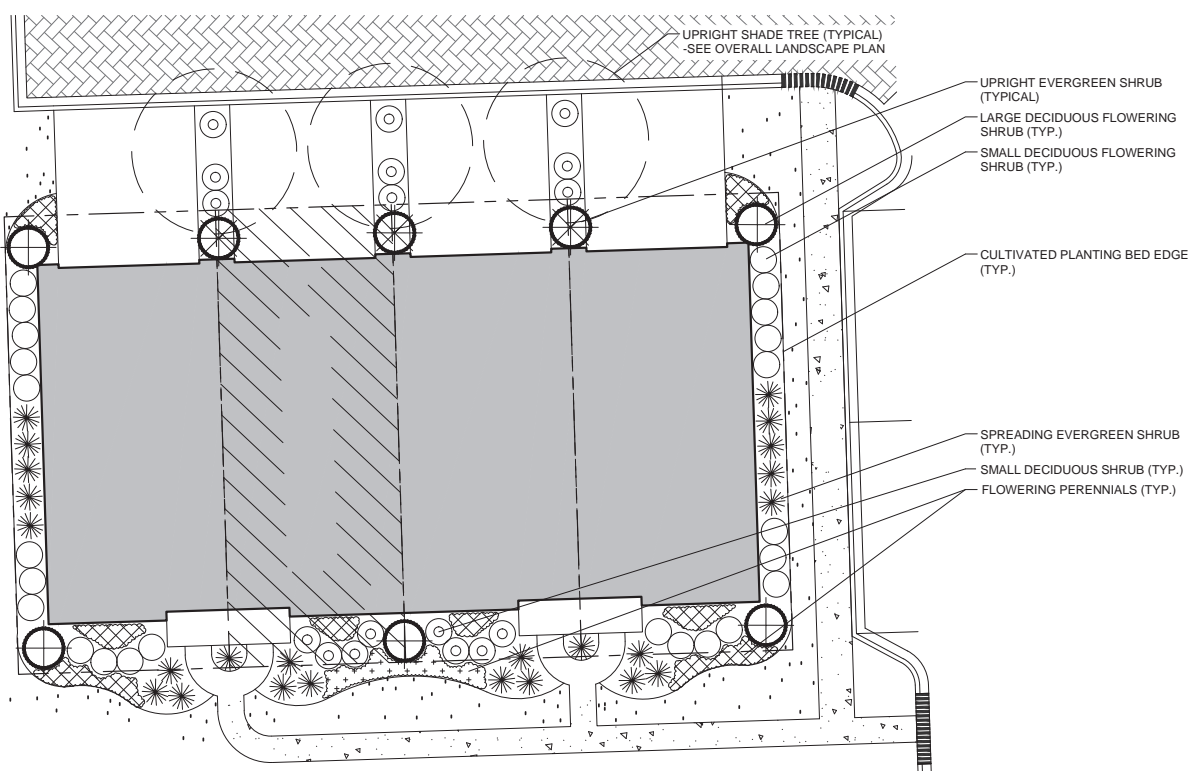
LANDSCAPE PLAN NOTES

- ALL PROPOSED SHRUB BEDS AND TREE RINGS TO RECEIVE 3" THICK SHREDDED HARDWOOD MULCH (PERENNIALS/GROUNDCOVERS 1" THICK).
- REPAIR ALL EXISTING TURF AREAS DISTURBED DURING CONSTRUCTION (SOD).
- LIMIT OF SOD = PROPERTY LINE (UNLESS OTHERWISE NOTED).
- THE CONTRACTOR SHALL LOCATE THE EXISTENCE OF UTILITIES PRIOR TO STARTING WORK.
- THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING SHOWN ON THE DRAWING. PLANT MATERIAL QUANTITIES SHOWN ON PLAN TAKE PRECEDENCE TO THOSE OF THE PLANT LIST.
- ALL PLANT MATERIALS SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE CURRENT AMERICAN STANDARD FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN ASSOC. OF NURSERMEN OR EQUIVALENT. NO TYPICAL GRADE MATERIAL SHALL BE ACCEPTED.
- ALL PLANT MATERIAL SHALL BEAT THE SAME RELATIONSHIP TO FINISHED GRADE AS THE PLANTS ORIGINAL GRADE BEFORE DIGGING.
- ALL PLANTS SHALL BE BALLED AND WRAPPED OR CONTAINER GROWN AS SPECIFIED. NO CONTAINER GROWN STOCK SHALL BE ACCEPTED IF IT IS ROOT BOUND. ALL WRAPPING MATERIAL MADE OF SYNTHETICS OR PLASTICS SHALL BE REMOVED AT THE TIME OF PLANTING.
- ALL PLANTINGS SHALL BE WATERED DURING THE FIRST 24 HOUR PERIOD AFTER PLANTING. WATER THOROUGHLY TO ENSURE ALL AIR POCKETS ARE REMOVED AROUND ROOT BALL.
- CONTRACTOR IS RESPONSIBLE FOR WATERING SOD UNTIL TIME OF KNITTING.
- IMPORTED TOPSOIL AND SPREADING BY EXCAVATING CONTRACTOR.
- ALL PROPOSED TREES OUTSIDE PLANTING BED AREAS SHALL RECEIVE A 5' DIA. MULCH RING AROUND TRUNK.
- ALL PLANTS AND STAKES SHALL BE SET PLUMB, UNLESS OTHERWISE NOTED. IT IS THE CONTRACTOR'S OPTION TO STAKE TREES, BUT HIS RESPONSIBILITY TO ASSURE PLANTS REMAIN PLUMB UNTIL END OF GUARANTEE PERIOD. IF STAKING OF TREES IS NOT PERFORMED, REMOVAL OF TOP 1/3 OF BURLAP AND ROPES IS UNNECESSARY (REMOVE ALL NON-BIODEGRADABLE MATERIAL).
- INFORMATION CONTAINED IN "PLAN NOTES" TAKES PRECEDENCE OVER INFORMATION IN "DETAILS".
- VERIFY SITE CONDITIONS AND INFORMATION ON DRAWINGS. PROMPTLY REPORT ANY DISCREPANCIES AND/OR DEVIATIONS FROM THE INFORMATION SHOWN ON THE PLAN. THE OWNER IS NOT RESPONSIBLE FOR UNAUTHORIZED CHANGES OR EXTRA WORK REQUIRED TO CORRECT UNREPORTED DISCREPANCIES.
- ALL PLANTING BED EDGES TO BE CULTIVATED.
- AMEND ALL GROUNDCOVER BEDS W/4" THICK SAND AND COMPOST MIX PRIOR TO PLANTING. MIX INTO THE EXIST. TOPSOIL TO A 12" DEPTH.
- PARKWAY TREES LIMBS TO BE NO LOWER THAN 6' ABOVE GRADE.



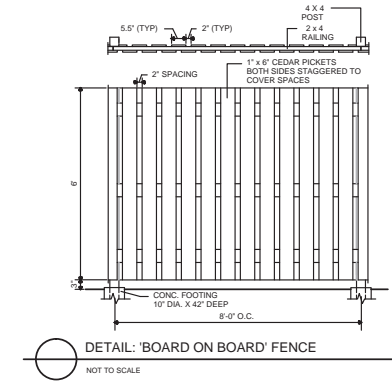
OVERALL LANDSCAPE PLAN

SCALE: 1" = 20'-0"



TYPICAL FOUNDATION PLAN

SCALE: 1" = 10'-0"

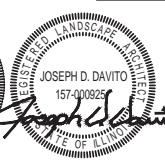


NOTE: FOR "EXISTING TREE LIST", SEE "TREE SURVEY & PRESERVATION PLAN", SHEET L2.0



Know what's below. Call before you dig.

Note: Call 811 at least 48 hours, excluding weekends and holidays, before you dig.

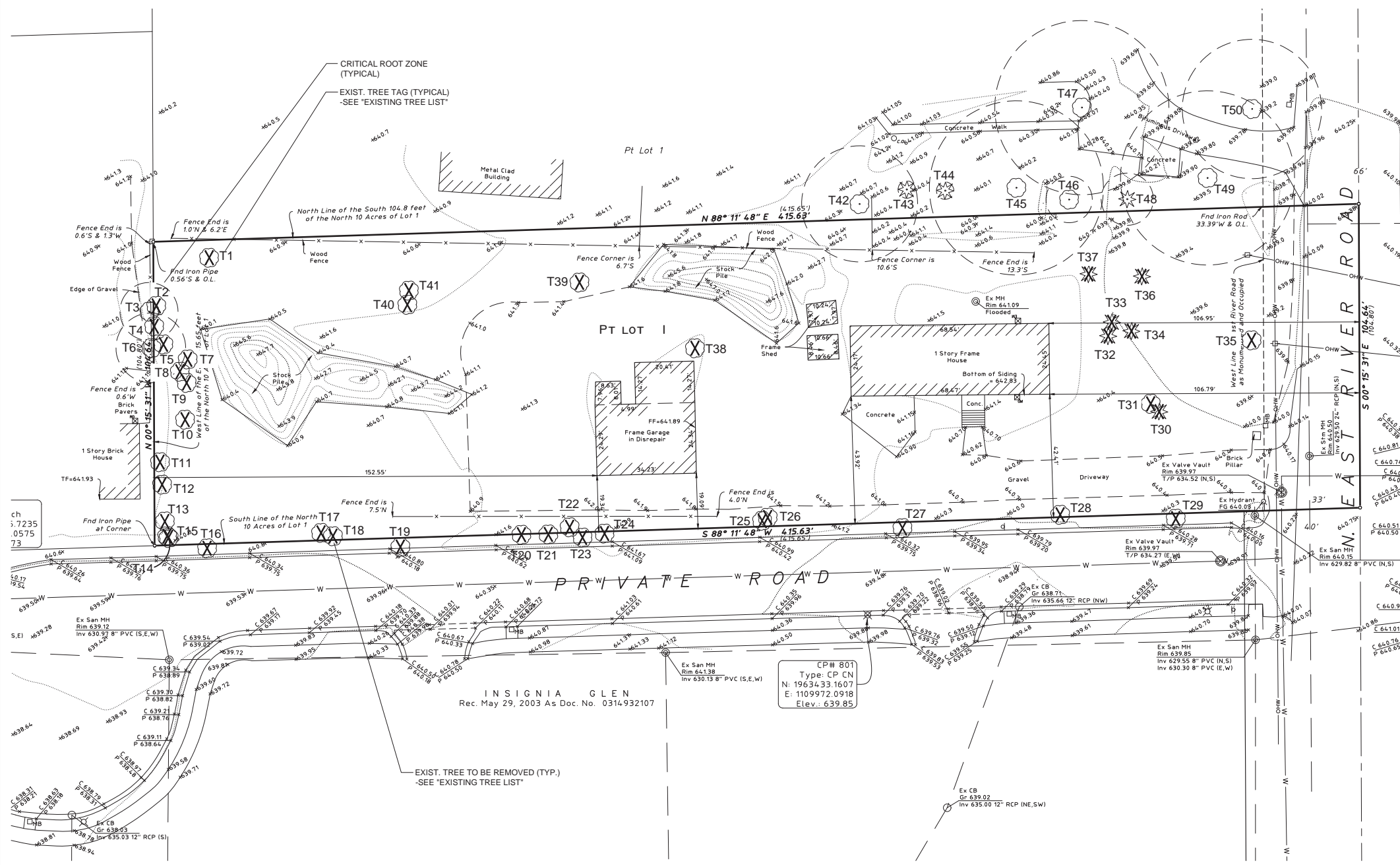


J. DAVITO DESIGN, INC.
LANDSCAPE ARCHITECTURAL DESIGN
2735 KINGSTON DRIVE ISLAND LAKE, IL 60042
(847) 469-8787 WWW.JDAVITODESIGN.COM

Project Manager: L A K
 Engineer: R F V
 Date: 06.30.2023
 Project No: 23-067
 Sheet **L1.0** of 2

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www.haegerengineering.com

PRELIMINARY LANDSCAPE PLAN
INSIGNIA GLEN 2
PRELIMINARY ENGINEERING
 CITY OF DES PLAINES, COOK COUNTY, ILLINOIS



EXISTING TREE LIST

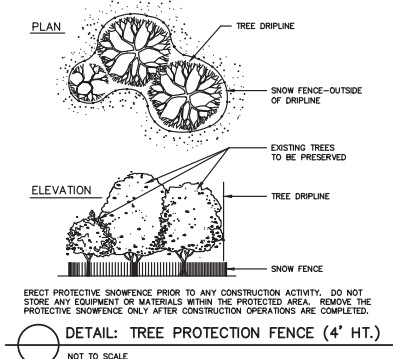
THE GLEN EXTENSION, DES PLAINES - TREE SURVEY 6-23-23

TREE #	COMMON NAME	BOTANICAL NAME	SIZE (DBH, INCHES)	PRESERVATION METHOD
1	SYCAMORE	PLATANUS OCCIDENTALIS	12	REMOVE
2	BLACK WALNUT	JUGLANS NIGRA	8	REMOVE
3	BLACK WALNUT	JUGLANS NIGRA	10	PRESERVE-OFFSITE
4	NORWAY MAPLE	ACER PLATANOIDES	6	REMOVE
5	NORTHERN CATALPA	CATALPA SPECIOSA	6	REMOVE
6	BLACK WALNUT	JUGLANS NIGRA	12	PRESERVE-OFFSITE
7	BLACK WALNUT	JUGLANS NIGRA	6	REMOVE
8	BLACK WALNUT	JUGLANS NIGRA	6	REMOVE
9	BLACK WILLOW	SALIX NIGRA	6	REMOVE
10	BOXELDER	ACER NEGUNDO	20	REMOVE
11	BLACK WILLOW	SALIX NIGRA	20	REMOVE
12	NORTHERN CATALPA	CATALPA SPECIOSA	8	REMOVE
13	AMERICAN LINDEN	TILIA AMERICANA	6	REMOVE
14	AMERICAN LINDEN	TILIA AMERICANA	6	REMOVE
15	AMERICAN LINDEN	TILIA AMERICANA	6	REMOVE
16	SILVER MAPLE	ACER SACCHARINUM	8	REMOVE
17	WHITE MULBERRY	MORUS ALBA	M 2@6	REMOVE
18	WHITE MULBERRY	MORUS ALBA	M 3@8	REMOVE
19	AMERICAN ELM	ULMUS AMERICANA	6	REMOVE
20	WHITE MULBERRY	MORUS ALBA	8	REMOVE
21	HACKBERRY	CELTIS OCCIDENTALIS	10	REMOVE
22	BLACK CHERRY	PRUNUS SEROTINA	36	REMOVE
23	THORNLESS HONEYLOCUST	GLEDISIA TRIACANTHOS VAR. INERMIS	12	REMOVE
24	HACKBERRY	CELTIS OCCIDENTALIS	12	REMOVE
25	WHITE MULBERRY	MORUS ALBA	10	REMOVE
26	BLACK WALNUT	JUGLANS NIGRA	18	REMOVE
27	GREEN ASH	FRAXINUS PENNSYLVANICA	8	REMOVE
28	GREEN ASH	FRAXINUS PENNSYLVANICA	10	REMOVE
29	RED MAPLE	ACER RUBRUM	12	REMOVE
30	NORWAY SPRUCE	PICEA ABIES	15	REMOVE
31	COMMON BUCKTHORN	RHAMNUS CATHARTICA	M	REMOVE
32	NORWAY SPRUCE	PICEA ABIES	10	REMOVE
33	NORWAY SPRUCE	PICEA ABIES	8	REMOVE
34	NORWAY SPRUCE	PICEA ABIES	12	REMOVE
35	EASTERN REDCEDAR	JUNIPERUS VIRGINIANA	12	REMOVE
36	EASTERN REDCEDAR	JUNIPERUS VIRGINIANA	12	REMOVE
37	EASTERN REDCEDAR	JUNIPERUS VIRGINIANA	M 2@10	REMOVE
38	BOXELDER	ACER NEGUNDO	48	REMOVE
39	BOXELDER	ACER NEGUNDO	36	REMOVE
40	BOXELDER	ACER NEGUNDO	6	REMOVE
41	BOXELDER	ACER NEGUNDO	6	REMOVE
42	BOXELDER	ACER NEGUNDO	20	PRESERVE-OFFSITE
43	COLORADO SPRUCE	PICEA PUNGENS	2	PRESERVE-OFFSITE
44	COLORADO SPRUCE	PICEA PUNGENS	2	PRESERVE-OFFSITE
45	SUGAR MAPLE	ACER SACCHARUM	30	PRESERVE-OFFSITE
46	WHITE MULBERRY	MORUS ALBA	M 5.6	PRESERVE-OFFSITE
47	SUGAR MAPLE	ACER SACCHARUM	30	PRESERVE-OFFSITE
48	EASTERN REDCEDAR	JUNIPERUS VIRGINIANA	18	PRESERVE-OFFSITE
49	SUGAR MAPLE	ACER SACCHARUM	30	PRESERVE-OFFSITE
50	SUGAR MAPLE	ACER SACCHARUM	24	PRESERVE-OFFSITE

Tree Survey Performed by J. Davito 6/23/23

TREE PRESERVATION NOTES

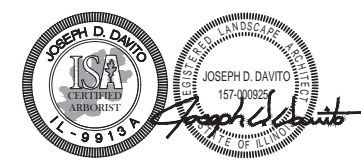
- TREE PRESERVATION PLAN NOTES**
 - ALL GRADING AND CONSTRUCTION EQUIPMENT SHALL BE FORBIDDEN FROM ENCRoACHING WITHIN THE ROOT ZONE OF A TREE TO BE PRESERVED. NO EXCESS SOIL, ADDITIONAL FILL, LIQUIDS OR CONSTRUCTION DEBRIS SHALL BE PLACED WITHIN THE ROOT ZONE OF ANY TREE THAT IS REQUIRED TO BE PRESERVED.
 - CRUSHED LIMESTONE HYDROCARBONS AND OTHER MATERIALS DETRIMENTAL TO TREES SHALL NOT BE DUMPED WITHIN THE ROOT ZONE OF ANY TREE NOR AT ANY HIGHER LOCATION WHERE DRAINAGE TOWARD THE TREE COULD CONCEIVABLY EFFECT THE HEALTH OF THE TREE.
 - APPROPRIATE FENCING (SEE DETAIL) SHALL TEMPORARILY BE INSTALLED AT THE PERIPHERY OF THE ROOT ZONE OF TREE(S) AND PLANT MATERIAL DESIGNATED FOR PRESERVATION AS INDICATED ON THE PLAN. IN AREAS OF WHERE PLANTINGS ARE ADJACENT TO EX. CURBING THAT IS TO REMAIN, INSTALL FENCING AS CLOSE TO BACK OF CURB AS POSSIBLE.
 - ALL REQUIRED FENCING SHALL BE IN PLACE PRIOR TO CONSTRUCTION ACTIVITY. THE FENCING SHALL REMAIN IN PLACE DURING THE ENTIRE CONSTRUCTION PERIOD. ALL FENCING MUST BE SECURED TO 51" HARDWOOD POSTS DRIVEN INTO THE GROUND AND SPACED NO FURTHER THAN 7' APART, OR CLOSER AS NECESSARY. NOTE: IF SILT FENCE IS NOT LOCATED AT PROPERTY LINE, EXTEND FENCING OFF SITE TO ADJACENT CURB IN ORDER TO PROTECT ALL LANDSCAPE AREAS BELOW THE TREE'S CRITICAL ROOT ZONE.
 - NO ATTACHMENTS, FENCES OR WIRES, OTHER THAN APPROVED MATERIALS FOR BRACING, GUYING OR WRAPPING SHALL BE ATTACHED TO ANY VEGETATION DURING THE CONSTRUCTION PERIOD.
 - DURING CONSTRUCTION, ALL REASONABLE STEPS NECESSARY TO PREVENT THE DESTRUCTION OR DAMAGE OF TREES (OTHER THAN THOSE SPECIFIED TO BE REMOVED) SHALL BE TAKEN.
 - NO SOIL IS TO BE REMOVED FROM WITHIN THE ROOT ZONE OF ANY TREE THAT IS TO REMAIN.
 - TREE PROTECTION FENCE TO BE EXTRUDED POLYETHYLENE. COLOR TO BE BRIGHT SAFETY ORANGE.
 - IN AREAS OF GRADING ACTIVITY (EXCAVATION ONLY), WHERE CRITICAL ROOT ZONES OF OFF SITE TREES CROSS THE PROPERTY LINE, A 24" DEEP TRENCH SHOULD BE EXCAVATED PARALLEL TO THE PROPERTY LINE TO HELP CLEANLY CUT THE ROOTS.



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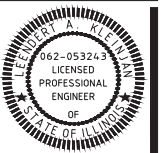
TREE SURVEY & PRESERVATION PLAN
 180 NORTH EAST RIVER ROAD
 DES PLAINES, ILLINOIS
 COOK COUNTY

Project Manager: J D T
 Drafter: J C H
 Date: 2023-05-10
 Project No: 23-067
 Sheet **L2.0** / L2



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INSIGNIA GLEN 2 PRELIMINARY ENGINEERING PLANS 180 NORTH EAST RIVER ROAD SECTION 9 TOWNSHIP 41 NORTH RANGE 12 EAST CITY OF DES PLAINES, ILLINOIS COOK COUNTY



EXPIRES 11-30-23

CONTACTS

CITY OF DES PLAINES
420 Miner Street
Des Plaines, IL 60016
Tel: 847-391-5300

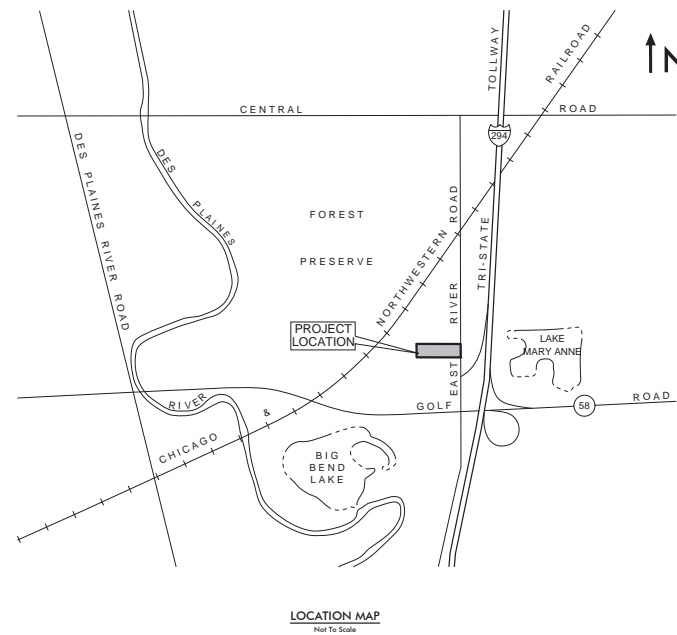
OWNER / DEVELOPER
MAS Land Investments 2, LLC
711 Middleton Court
Palatine, IL 60067

CIVIL ENGINEER / LAND SURVEYOR
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Illinois Prof. Design Firm #184-003152
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LANDSCAPE ARCHITECT
J. Davito Design, INC.
2735 Kingston Drive
Island Lake, IL 60042
Tel: 847-469-8797

Benchmark	
Site Benchmark	
CP # 800 (see survey)	Description: Cross Notch
Elevation: 639.73	NAVD 88 (Geoid 12A)
CP # 801 (see survey)	Description: Cross Notch
Elevation: 639.85	NAVD 88 (Geoid 12A)
CP # 802 (see survey)	Description: Cross Notch
Elevation: 640.41	NAVD 88 (Geoid 12A)



INDEX TO SHEETS	
NO.	DESCRIPTION
C1.0	TITLE SHEET
C2.0	EXISTING CONDITIONS & DEMOLITION PLAN
C2.1	DEMOLITION PLAN
C3.0	GEOMETRY & PAVING PLAN
C4.0	GRADING & DRAINAGE PLAN
C5.0	UTILITY PLAN
C6.0	FIRE TRUCK TURNING EXHIBIT

Existing Symbol	Description	Proposed Symbol
⊙	Storm Sewer Manhole	⊙
○	Catch Basin	⊙
□	Inlet	⊙
⌒	Flared End Section	⌒
△	Headwall	△
⊙	Area Drain	⊙
⊙	Sanitary Sewer Manhole	⊙
⊙	Clean Out	⊙
→	Storm Sewer	→
→	Storm Sewer Service	→
→	Perforated Underdrain	→
→	Sanitary Sewer	→
→	Sanitary Sewer Service	→
→	Combined Sewer	→
→	Force Main	→
→	Water Main	→
→	Water Main Service	→
⊙	Fire Hydrant	⊙
⊙	Valve Vault	⊙
⊙	Valve Box	⊙
⊙	B-Box	⊙
⊙	Well Head	⊙
⊙	Light Pole	⊙
⊙	Light Pole With Mast Arm	⊙
⊙	Traffic Signal	⊙
⊙	Traffic Signal With Mast Arm	⊙
⊙	Hand Hole	⊙
⊙	Fence	⊙
⊙	Guardrail	⊙
⊙	Pipe Bollard	⊙
⊙	Sign	⊙
⊙	Gas Valve	⊙
⊙	Gas Line	⊙
⊙	Electric Line	⊙
⊙	Overhead Utility Line	⊙
⊙	Fiber Optic Line	⊙
⊙	Electrical Pedestal	⊙
⊙	Electric Manhole	⊙
⊙	Guy Wire	⊙
⊙	Utility Pole	⊙
⊙	Telephone Pedestal	⊙
⊙	Telephone Manhole	⊙
⊙	Telephone Line	⊙
⊙	Cable TV Line	⊙
⊙	Cable TV Pedestal	⊙
⊙	Flagpole	⊙
⊙	Mailbox	⊙
⊙	Curb & Gutter	⊙
⊙	Curb Elevation and Gutter/Pavement Elevation	⊙
⊙	Pavement Elevation	⊙
⊙	Sidewalk Elevation	⊙
⊙	Ground Elevation	⊙
⊙	Open Lid Frame & Grate	⊙
⊙	Closed Lid Frame & Lid	⊙
⊙	Finish Grade	⊙
⊙	Garage Floor	⊙
⊙	Top of Foundation	⊙
⊙	Hardscape Flow	⊙
⊙	Softscape Flow	⊙
⊙	Contour Line	⊙
⊙	Deciduous Tree	⊙
⊙	Coniferous Tree	⊙

Per City Review
Revision

8.11.2023
Date

1
No.

HAEGER ENGINEERING
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www.haegerengineering.com

TITLE SHEET
INSIGNIA GLEN 2
PRELIMINARY ENGINEERING
CITY OF DES PLAINES, COOK COUNTY, ILLINOIS

Project Manager: L A K
Engineer: R F V
Date: 06.30.2023
Project No. 23-067
Sheet C1.0 / C6

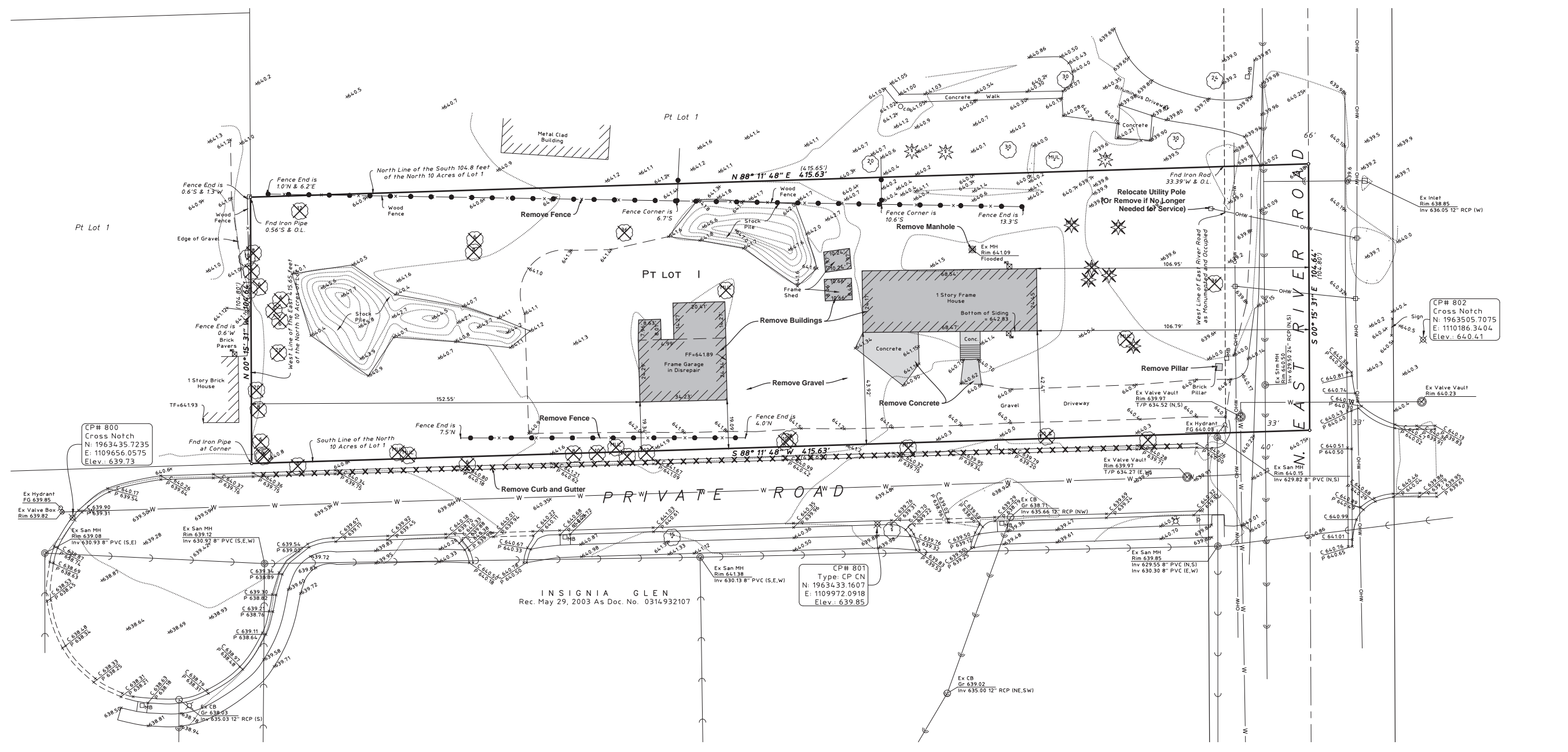


Know what's below.
Call before you dig.

Note: Call 811 at least 48 hours, excluding weekends and holidays, before you dig.



NORTH
Scale: 1" = 20'



CP# 800
Cross Notch
N: 19634.35.7235
E: 1109656.0575
Elev.: 639.73

CP# 801
Type: CP CN
N: 19634.33.1607
E: 1109972.0918
Elev.: 639.85

CP# 802
Cross Notch
N: 1963505.7075
E: 1110186.3404
Elev.: 640.41

INSIGNIA GLEN
Rec. May 29, 2003 As Doc. No. 0314-932107

DEMOLITION LEGEND

- BUILDING REMOVAL
- PAVEMENT REMOVAL
- UTILITY REMOVAL
- ABANDON UTILITY
- CURB REMOVAL
- FENCE REMOVAL
- MISCELLANEOUS REMOVAL
- SAW CUT
- TREE REMOVAL
- TREE PROTECTION

LEGAL DESCRIPTION

THE SOUTH 104.8 FEET OF THE EAST 415.65 FEET OF THE NORTH 10 ACRES IN LOT 1 IN ASSESSOR'S DIVISION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

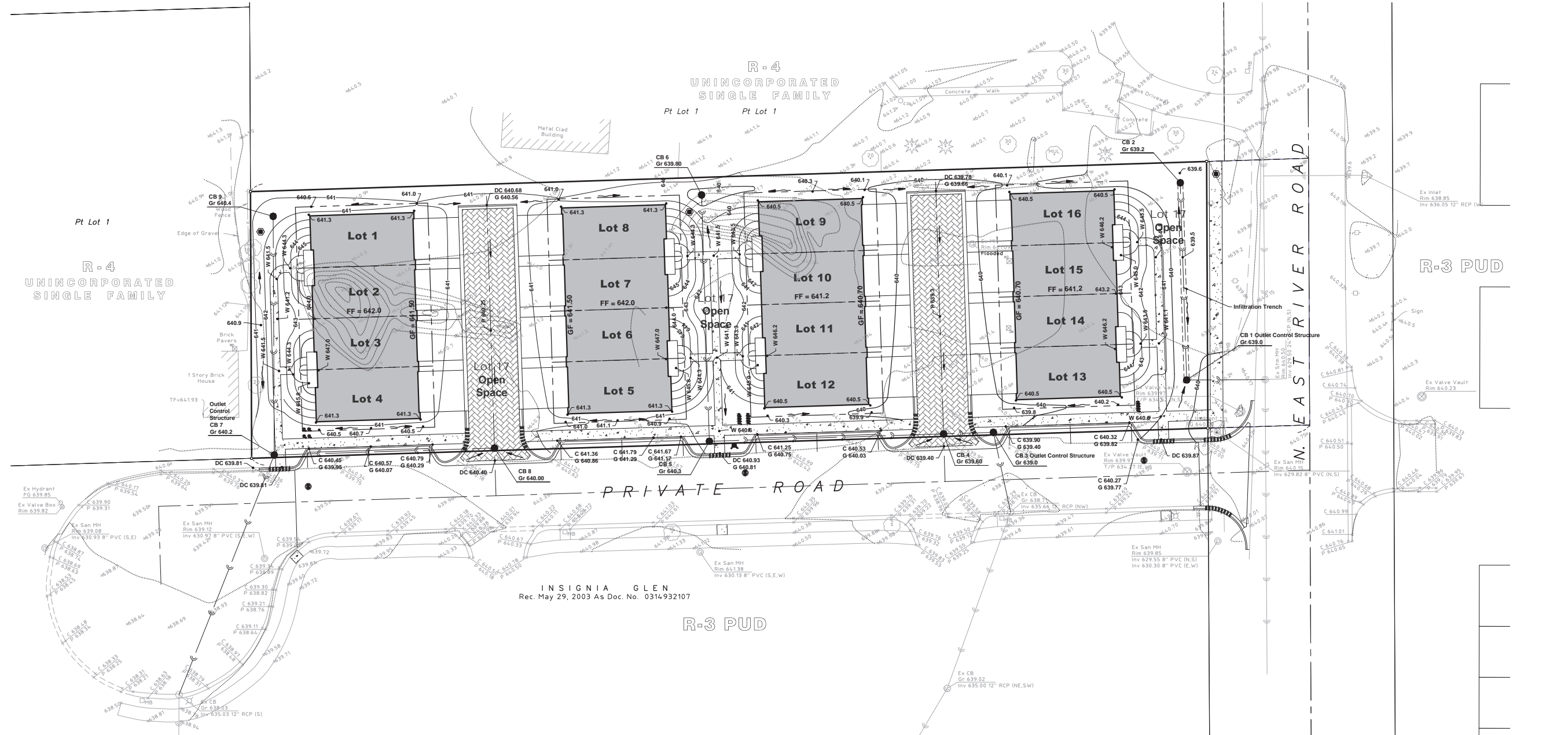
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EXISTING CONDITIONS & DEMOLITION PLAN
INSIGNIA GLEN 2
PRELIMINARY ENGINEERING
CITY OF DES PLAINES, COOK COUNTY, ILLINOIS

Project Manager: L A K
Engineer: R F V
Date: 06.30.2023
Project No. 23-067
Sheet **C2.0** / C6



NORTH
Scale: 1" = 20'



No.	Date	Revision
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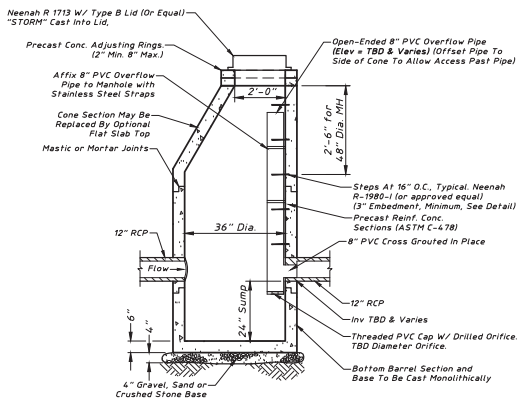
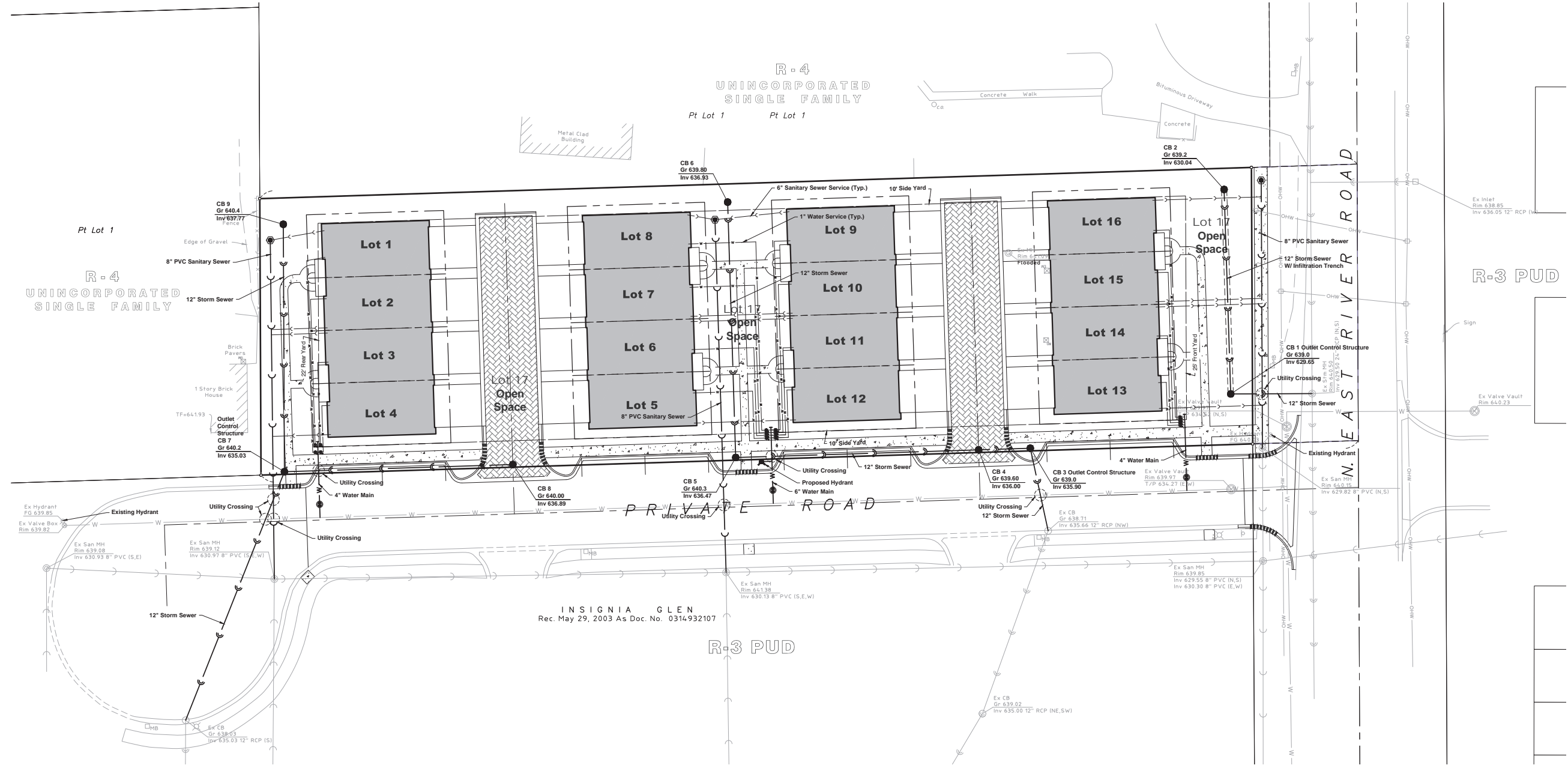
GRADING & DRAINAGE PLAN
INSIGNIA GLEN 2
PRELIMINARY ENGINEERING
 CITY OF DES PLAINES, COOK COUNTY, ILLINOIS

Project Manager: L A K
 Engineer: R F V
 Date: 06.30.2023
 Project No. 23-067
 Sheet **C4.0** / C6



NORTH

Scale: 1" = 20'



OUTLET CONTROL STRUCTURE

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UTILITY PLAN
INSIGNIA GLEN 2
 PRELIMINARY ENGINEERING
 CITY OF DES PLAINES, COOK COUNTY, ILLINOIS

Project Manager: L A K
 Engineer: R F V
 Date: 06.30.2023
 Project No.: 23-067
 Sheet **C5.0** of C6

No.	Date	Revision
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CITY MANAGER'S OFFICE

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

MEMORANDUM

Date: August 31, 2023
To: Mayor Goczkowski and Aldermen of the City Council
From: Michael G. Bartholomew, City Manager *MB*
Subject: Discussion of Lease Agreement Between City of Des Plaines and Onesti Entertainment

Ron Onesti, operator of the Des Plaines Theatre, has requested to have a discussion with City Council regarding an amendment to his lease agreement. Mr. Onesti will be requesting a modification to the lease agreement that would provide assistance to cover the costs of the property taxes of the Theatre. At this time, this is a discussion item only.